

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
APRIL 11, 2016**

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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 11th day of April, 2016. The Council President called the meeting to order and the roll was called with the following results:

**Present:** Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Alice B. Womack  
Lawrence T. Oden, Mayor

**Absent:** Lloyd C. Shelton

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

**1. AGENDA**

1. Library's HVAC replacement costs and schedule-Steven Boone and Sue DeBrecht (Appendix 1).
2. Conditional use application at 2417 Montevallo Road (Glacier Cryotherapy)-Dana Hazen. (Resolution No. 2016-049 was added to the formal meeting agenda.)
3. Indemnification and Hold Harmless Agreement between the City and Status Quo, LLC in connection with the installation of a balcony over a sidewalk at 36 Church Street-Dana Hazen. (Resolution No. 2016-050 was added to the formal meeting agenda.)
4. Right-of-Way Encroachment Agreement at 2640 Canterbury Road for a parking pad and two foot high garden wall-Dana Hazen. Resolution No. 2016-048 was added to the formal meeting agenda.)
5. HVAC scheduled maintenance bid award. (Resolution No. 2016-052 was added to the formal meeting agenda.)
6. La Paz's application for a Cinco de Mayo special event (ABC) license. (Resolution No. 2016-053 was added to the formal meeting agenda.)
7. Review of the matters to be considered at the formal [7 p.m.] meeting.

**2. EXECUTIVE SESSION**

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

**Ayes:** Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Alice B. Womack

Nays:           None

Council President Smith declared that the motion carried by a vote of 4—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene in the Council Chamber upon conclusion of the executive session at approximately 7 p.m.

### 3.     **CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on April 11, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

A handwritten signature in blue ink that reads "Steven Boone". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



## CITY OF MOUNTAIN BROOK

P. O. Box 130009  
 Mountain Brook, Alabama 35213-0009  
 Telephone: 205.802.2400  
 www.mtnbrook.org

April 4, 2016

Sam Gaston, City Manager, Sue DeBrecht, Library Director

Re: Library HVAC systems

C: Mayor and members of the City Council

During the 2016 budget meetings last summer, the Library informed the City Council that it was time to replace the two HVAC units at the Library. The replacements were estimated to be \$150,000 plus and the decision was made to leave the cost out of the 2016 budget for the time being. I asked Mike Thomas with Brasfield & Gorrie to evaluate the Library's HVAC systems. Following is my executive summary of his findings:

- The Library has two HVAC units (a 25 ton and a 100 ton) both installed at the time the Library was constructed (2001)
- The 100 ton unit operates on 2 electrical circuits with 3 compressors on each circuit
- As of September 2015, 3 compressors on one of the circuits were taken off-line as the compressors were locked-up so the unit is operating a 1/2 capacity
- The estimated cost to repair the 100 ton unit is \$25,000
- The estimated cost to replace the 100 ton unit is approximately \$140,000 with an 8-10 week lead time for delivery
- The estimated cost to replace the 25 ton unit is approximately \$23,000 with a 4 week lead time for delivery
- If the units are replaced, the Library will need to be closed to the public for 1-2 days as the building will not be air conditioned and a crane and equipment will be occupying a portion of the parking lot
- Both units use R22 refrigerant which will no longer be produced effective 2020
- The 25 ton unit is in relatively good shape (compressor 1 replaced in 2005, compressor 2 replaced in 2009, condenser coil replaced in 2009, blower replaced in 2014)

Following are the options to be considered:

1. Repair the 100 ton unit at a cost of approximately \$25,000 knowing that the existing 3 compressors are original equipment and schedule a [winter] replacement of both units between 2017 and 2019. The risk with this option is that other failures occur requiring further (possibly extensive) repairs prior to the anticipated 2017-2019 25 unit replacements.
2. Replace both units at once time this summer. To do so, we will have to solicit bids which will add a couple of weeks to the estimated 8-10 week lead time. Talking with Library officials, just before school starts (August 11) is a good time for a scheduled closure to replace the units. This gives us extra time to get the units in but does leave the Library vulnerable for much of the summer. If the 100 ton unit fails between now and the installation we will be in an emergency situation and forced to repair the unit in advance of the scheduled replacement. The earliest possible date the 100 ton unit can be expected is mid-June assuming we place the order in April.

I have asked Mike Thomas with Brasfield & Gorrie to draft the bid specifications for release immediately and a scheduled bid opening in April.

APPENDIX 1

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**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
APRIL 11, 2016**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 11th day of April, 2016. The Council President called the meeting to order and the roll was called with the following results:

**Present:** Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Alice B. Womack  
Lawrence T. Oden, Mayor

**Absent:** Lloyd C. Shelton

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

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

**1. CONSENT AGENDA**

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

Approval of the minutes of the March 28, 2016 regular meeting of the City Council.

<b>2016-044</b>	Proclamation: Donate Life Month	Exhibit 1, Appendix 1
<b>2016-045</b>	Authorize the 3-year extension (through September 30, 2019) of the garbage service contract with Waste Management of Central Alabama	Exhibit 2, Appendix 2
<b>2016-046</b>	Award the bid to Blackjack Horticulture, Inc. for landscape maintenance services for the Library, villages, and municipal complex and authorize the execution of a 36-month contract for same	Exhibit 3, Appendix 3
<b>2016-047</b>	Award the bid to Falls Facility Services, Inc. for janitorial services for defined areas of the municipal complex and authorize the execution of a 36-month contract for same	Exhibit 4, Appendix 4
<b>2016-048</b>	Authorize the execution of an encroachment agreement (for parking pad and two foot high garden wall) between the City and property owners Bill and Julia Shea of 2640 Canterbury Road, Mountain Brook, AL 35213	Exhibit 5, Appendix 5
<b>2016-049</b>	Approve the conditional service use application submitted by MAS Fitness, LLC, to allow a cryotherapy facility at 2417 Montevallo Road	Exhibit 6, Appendix 6

<b>2016-050</b>	Authorize the execution of an Indemnification and Hold Harmless Agreement in connection with the installation of a balcony over sidewalk at 36 Church Street	Exhibit 7, Appendix 7
<b>2016-051</b>	Authorize the execution of an agreement between the City and Gillespie Construction, LLC with respect to the construction of a sidewalk along Overbrook Road	Exhibit 8, Appendix 8
<b>2016-052</b>	Award the bid to Metro Mechanical Services, Inc. for HVAC scheduled maintenance services and authorize the execution of a 36-month contract for same	Exhibit 9, Appendix 9
<b>2016-053</b>	Recommend to the ABC Board the issuance of a 140 – Special Events Retail license to Red Mountain Restaurant Group, LLC, doing business as Cinco de Mayo 2016, for its May 5, 2016 outdoor event to be held in the parking lot located at 99 Euclid Avenue, Mountain Brook, AL, 35213	Exhibit 10, Appendix 10

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

Ayes: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Jack D. Carl  
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Council minutes, proclamation (No. 2016-044) and resolutions (Nos. 2016-045 through 2016-053) are adopted by a vote of 4–0 and as evidence thereof she signed the same.

## 2. OTHER BUSINESS

David Barber of 8420 Will Keith Road, Trussville, AL, expressed his appreciation to the governing body for its support of Prescott House (Resolution No. 2015-160).

## 3. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, April 25, 2016 at 7:00 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](http://www.mtnbrook.org)) for more information.

## 4. ADJOURNMENT

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

## 5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A 108) on April 11, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.



City Clerk

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**EXHIBIT 1**



**CITY OF MOUNTAIN BROOK**

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

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**NATIONAL DONATE LIFE MONTH PROCLAMATION**

**WHEREAS**, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

**WHEREAS**, 30,970 candidates on the nation's organ transplant waiting list received a life-saving or life-enhancing organ transplant in 2015; of those 395 received an organ transplant in Alabama; and

**WHEREAS**, a new patient is added to the national waiting list for an organ transplant every 21 minutes; and

**WHEREAS**, nearly 121,416 men, women and children are currently on the national waiting list for organ transplantations, of which approximately 3,294 are on Alabama's list; and

**WHEREAS**, 6,045 candidates on the national waiting list died waiting for an organ transplant which did not come in time; of those 169 were on Alabama's waiting list.

**WHEREAS**, the Alabama Organ Center is the non-profit, independent organ recovery organization dedicated to the recovery of high quality organs and tissues for transplantation therapy; and

**WHEREAS**, City of Mountain Brook Alabama supports the Alabama Organ Center's life-saving mission;

**NOW, THEREFORE, I, LAWRENCE T. ODEN**, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim April 2016 as

**DONATE LIFE MONTH**

In the City of Mountain Brook, Alabama we honor all who have given the gift of life, we focus our efforts on the extreme need for organ and tissue donors, and we encourage residents to designate their donation decision and share the decision to donate with family members.

Given under my hand and the City of Mountain Brook, Alabama, on this 11th day of April, in the year of our Lord, 2016, and of the Independence of the United States of America, 240th.

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**Lawrence T. Oden, Mayor**

**APPENDIX 1**

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**EXHIBIT 2****RESOLUTION NO. 2016-045**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama (“the City”), as follows:

1. That in accordance with applicable provisions of law and Section 3B of the contract between the City and Waste Management, Inc. (“Contractor”) dated September 4, 1998 (“the Contract”), the term of the Contract shall be extended for three years from the current date of expiration (September 30, 2016) to September 30, 2019;
2. That the terms and conditions of the Contract shall remain in effect for the term of the extension hereby approved, as further set forth in correspondence dated March 15, 2016, from Michael P. Mitchell, Public Sector, to Mountain Brook City Manager Sam Gaston, which correspondence is incorporated herein by reference.
3. That the mayor is hereby authorized and directed to execute such contractual documents or instruments as may be necessary and appropriate to give effect to this resolution.

**APPENDIX 2****EXHIBIT 3****RESOLUTION NO. 2016-046**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for landscape services [to be performed over a 36-month period] for the Library (\$6,422.16/year) and village and municipal complex (\$25,695.96/ year) to Blackjack Horticulture, Inc. having submitted the best bid.

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

**APPENDIX 3****EXHIBIT 4****RESOLUTION NO. 2016-047**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the bid for janitorial services submitted by Falls Facility Services, Inc. is hereby accepted; and

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

**APPENDIX 4****EXHIBIT 5****RESOLUTION NO. 2016-048**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an encroachment agreement between the City and property owners Bill and Julia Shea of 2640 Canterbury Road, Mountain Brook, AL 35213 in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

**APPENDIX 5**

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**EXHIBIT 6**

**RESOLUTION NO. 2016-049**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by MAS Fitness, LLC, to allow a cryotherapy facility at 2417 Montevallo Road.

**APPENDIX 6**

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**EXHIBIT 7**

**RESOLUTION NO. 2016-050**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Indemnification and Hold Harmless Agreement, in the form as attached hereto as Exhibit A-1, and approves the installation of a balcony over public sidewalk at 36 Church Street as depicted in Exhibit B of said Indemnification and Hold Harmless Agreement attached hereto.

**APPENDIX 7**

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**EXHIBIT 8**

**RESOLUTION NO. 2016-051**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement, in the form as attached hereto as Exhibit A, with Gillespie Construction, LLC with respect to the construction of a sidewalk along Overbrook Road.

**APPENDIX 8**

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**EXHIBIT 9****RESOLUTION NO. 2016-052**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the bid for scheduled maintenance of the municipal complex mechanical systems submitted by Metro Mechanical Services, Inc., is hereby accepted; and

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

**APPENDIX 9**

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**EXHIBIT 10****RESOLUTION NO. 2016-053**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Red Mountain Restaurant Group, LLC, doing business as Cinco de Mayo 2016, for their May 5, 2016 outdoor patio event to be held in the parking lot located at 99 Euclid Avenue, 35213.

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

**APPENDIX 10**

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March 9, 2016

The Honorable Terry Oden  
Mayor  
56 Church Street  
Mountain Brook, Alabama 35213

Dear Mayor Oden,

In 2003, President Bush first announced that the month of April will be observed as National Donate Life Month, a time to raise public awareness of the critical need for organ, tissue, marrow and blood donations.

Today, there are over 121,500 men, women and children in the United States on the organ transplant waiting list. Unfortunately, 21 of them will die each day because an organ does not become available in time. The need for organ donors is more critical than ever.

On behalf of the more than 3,300 citizens awaiting a second chance at life in Alabama, the Alabama Organ Center, Alabama's organ procurement organization, requests that you sign a proclamation designating April as Donate Life Month in Mountain Brook. This proclamation will coincide with the national observance and may be presented during a City Council Meeting in April or other suitable venue. If possible, we would like to have a transplant recipient or donor family member available to receive this important proclamation and thank you for your support.

Through awareness efforts such as this proclamation, thousands of lives can be saved or enhanced. With your help, we will continue to bring this life-saving message to the citizens of Mountain Brook.

Please contact Becky Davis at 731-9200 or 1-800-252-3677 if you have any questions or are interested in pursuing this opportunity. Thank you very much for your time in considering this request.

Sincerely,

Chris Meeks  
Executive Director

Enclosure

*See  
COT's DO (1)*



NATIONAL DONATE LIFE MONTH PROCLAMATION

CITY, Alabama PROCLAMATION

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and

WHEREAS, 30,970\* candidates on the nation's organ transplant waiting list received a life-saving or life-enhancing organ transplant in 2015; of those 395\* received an organ transplant in Alabama; and

WHEREAS, a new patient is added to the national waiting list for an organ transplant every 21\* minutes; and

WHEREAS, nearly 121,416\* men, women and children are currently on the national waiting list for organ transplantations, of which approximately 3,294\* are on Alabama's list; and

WHEREAS, 6,045\* candidates on the national waiting list died waiting for an organ transplant which did not come in time; of those 169\* were on Alabama's waiting list.

WHEREAS, the Alabama Organ Center is the non-profit, independent organ recovery organization dedicated to the recovery of high quality organs and tissues for transplantation therapy; and

WHEREAS, CITY, Alabama supports the Alabama Organ Center's life-saving mission;

NOW, THEREFORE, I, MAYOR'S NAME, Mayor of the City of CITY, Alabama, do hereby proclaim April 2016 as

DONATE LIFE MONTH

In CITY, Alabama we honor all who have given the gift of life, we focus our efforts on the extreme need for organ and tissue donors, and we encourage residents to designate their donation decision and share the decision to donate with family members.

On this, the \_\_\_ day of April, 2016.

The Honorable MAYOR'S NAME, Mayor  
CITY, Alabama



\*Data source: United Network for Organ Sharing, 2016

*2016-044*



2016-045

March 15, 2016

Sam Gaston  
City Manager  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213

Dear Mr. Gaston

The current contract between Waste Away Group, Inc. (dba Waste Management) and the City of Mountain Brook will expire September 30, 2016. Per the terms of the contract described in Section 3, paragraph B; the contract may be renewed by mutual agreement for additional three-year terms.

Please accept this letter as our formal offer to renew the agreement for an additional three-year term beginning October 1, 2016 under the same terms and conditions described in the contract.

Thank you for the opportunity to provide the City of Mountain Brook's residential collection services. We look forward to continuing this mutually beneficial business relationship. If you have any questions, please call me at 205-281-2147.

Sincerely,

Michael P. Mitchell  
Public Sector  
Waste Management



City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213

Dear Mr. Mitchell

The current contract between Waste Away Group, Inc. (dba Waste Management) and the City of Mountain Brook will expire September 30, 2016. Per the terms of the contract described in Section 3, paragraph B; the contract may be renewed by mutual agreement for additional three-year terms.

Please accept this letter as our formal offer to renew the agreement for an additional three-year term beginning October 1, 2016 under the same terms and conditions described in the contract.

Thank you for the opportunity to provide the City of Mountain Brook's residential collection services. We look forward to continuing this mutually beneficial business relationship. If you have any questions, please call me at 205-281-2147.

Sincerely,

Michael P. Mitchell  
Public Sector  
Waste Management

APPENDIX 2

CITY OF MOUNTAIN BROOK

FORM OF CONTRACT (CONSTITUTING GENERAL SPECIFICATIONS) FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL GARBAGE, TRASH AND RECYCLABLE MATERIALS AND THE COLLECTION AND DISPOSAL OF SMALL BUSINESS GARBAGE AND TRASH

September 4, 1998

Contract for the Collection and Disposal of Residential Garbage, Trash and Recyclable Materials and the Collection and Disposal of Small Business Garbage and Trash

Section 1. Definitions.

"City" shall mean the City of Mountain Brook, an Alabama municipal corporation,

"Contract" shall mean this agreement.

"Contractor" shall mean Waste Away Group, Inc., an Alabama corporation.

"Department" shall mean the Streets and Sanitation Department of City.

"Garbage" shall mean all solid or semi-solid refuse subject to decay or putrefaction, tin cans, bottles and other food and drink containers, food packaging materials, paper and all waste of animal or vegetable matter except: (1) large appliances, heavy furniture and cans with a capacity in excess of forty (40) gallons, or, in the case of curbside service, cans with a capacity in excess of one hundred (100) gallons; (2) medical waste (not including fire stations); (3) trees, wallpaper, roofing material, plaster, concrete, concrete blocks or other substances that may accumulate as a result of the clearing of lots or land or of the repairs to, or construction of, buildings undertaken and performed by

contractors; (4) batteries and tires; and (5) waste or refuse which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate agency of the State of Alabama by, or pursuant to, federal or state law, or which cannot be lawfully disposed of at a sanitary landfill without special treatment or handling. Notwithstanding the foregoing exceptions, "Garbage" shall include any materials not included in the definition of "Trash" in this Contract and not otherwise included in this definition of "Garbage" if the landfill used by Contractor for Garbage will accept such materials.

"Health Department" shall mean the health department of Jefferson County or the State of Alabama having jurisdiction over the particular activity or geographical area involved.

"Landfill Facility" shall mean a landfill facility selected by Contractor, approved by City and operated, sanctioned and licensed under the laws of the State of Alabama.

"Recyclable Materials" shall include, at a minimum, newspaper, aluminum, steel and other metal cans, No. 1 and No. 2 plastic containers, HDPE clear plastic milk jugs and PET plastic soft drink containers, and cardboard and cardboard boxes, including food packaging made of light weight cardboard materials, shoe boxes and all household and office paper products (including office paper, computer paper, magazines, telephone directories, envelopes, file

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folders and junk mail), but excluding paper towels, paper tissues and food containers which have come in direct contact with food. Contractor may add other products as desired.

"Residence" shall mean an occupied dwelling (whether a single-family dwelling, a condominium, a townhouse or an apartment) within the limits of City.

"State" shall mean the State of Alabama.

"Trash" shall mean nonputrescible combustible and noncombustible solid wastes, including tree limbs no longer than four (4) feet, bagged grass clippings and leaves (and loose leaves from November 1 of each year to March 15 of the following year, as provided in Section 2.B. of this Contract), old furniture, mattresses, bed springs, wood, small debris, cloth, paper, cardboard, cardboard boxes, tin cans, glass, crockery, metals and other similar materials, excluding: (a) items weighing over 2,000 pounds; (b) items (other than tree limbs) over ten (10) feet in length; and (c) items excepted in the definition of "Garbage" herein.

Section 2. Scope of Work.

A. Garbage. It shall be the duty of Contractor to collect and deposit at a Landfill Facility all items of residential Garbage and designated commercial Garbage generated within the corporate

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APPENDIX 2

limits of City. Depending upon whether the base proposal or an alternate proposal is selected by City, Contractor shall pick up in enclosed vehicles containerized or bagged residential Garbage located at the rear of the premises of each Residence, or at curbside, and return containers to their previous location with lids properly in place, either once or twice each week, Monday through Friday, fifty-two (52) weeks per year. Contractor shall not be required to pick up Garbage in containers larger than forty (40) gallons except for Garbage in refuse carts as described in Section 6 of this Contract if Garbage service is provided at curbside. All Garbage containers shall be required to have handles. Contractor shall provide an adequate number of dumpsters, having an adequate capacity, for, and shall pick up Garbage located at, all municipal buildings, parks, fire stations and other city facilities, except schools, at no cost to City.

B. Trash. Contractor shall collect all items of Trash located at the curbside of each Residence in City once each week, Monday through Friday, fifty-two (52) weeks per year. Contractor will not be required to pick up trees, wallpaper, roofing material, plaster, concrete, concrete blocks or other substances which result from the clearing of land, or of the repairs to, or construction of, buildings undertaken and performed by contractors. Contractor will not be required to collect more than ten (10) cubic yards of Trash from any Residence during each pickup. Any additional Trash will be collected on subsequent trips. Loose leaves will be

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collected from each Residence, at curbside, once during each of the following periods each year: from November 1 to Thanksgiving, from Thanksgiving to December 24, from December 26 to January 31 and from February 1 to March 15. By October 15 of each year during the term of this Contract, Contractor shall mail to each Residence a schedule of when loose leaves shall be collected from such Residence during each of said four periods. Each collection of loose leaves shall be scheduled within a period of one week. For example, the schedule for a certain Residence might read as follows:

First Collection	November 2, 1998 - November 6, 1998
Second Collection	November 30, 1998 - December 4, 1998
Third Collection	December 28, 1998 - January 2, 1999
Fourth Collection	February 1, 1999 - February 5, 1999

C. Recyclable Materials. Contractor shall collect Recyclable Materials located at the curbside of each Residence, except apartments. The Recyclable Materials may be commingled at curbside and shall be placed in containers supplied by Contractor. Contractor shall collect the Recyclable Materials once each week, Monday through Friday, fifty-two (52) weeks per year. Recyclable Materials shall be picked up in fully enclosed collection trucks. Trailers may not be used for the collection of Recyclable Materials.

D. Change of Schedule. Contractor shall furnish to City Manager and the Department a map and detailed written information concerning all routes and schedules, including the day on which

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garbage, trash and recyclable materials will be collected at each Residence. No change may be made in the collection schedule without the prior written consent of City. Contractor must give the City Manager and the Department at least thirty (30) days' prior written notice of any requested change with respect to the performance of the Services, including, without limitation, days of collection, routing and any proposed change in equipment used.

E. Collection Days. Garbage, Trash and Recyclable Materials shall be picked up each day, Monday through Friday (except holidays, as provided hereinafter), and the Garbage, Trash and Recyclable Materials for each Residence shall be collected on the same day; provided, however, that Trash pickup which requires use of a knuckleboom may be conducted at a Residence on a day other than the regular Trash collection day for such Residence, but, in no event, more than seven (7) days after the scheduled collection date on which the Trash requiring a knuckleboom was not collected. At least one (1) knuckleboom, with a capacity of at least fifteen (15) cubic yards, must be available and in use in City every Monday through Friday between the hours of 7:00 A.M. and Sunset (as used in this Contract, "Sunset" shall mean sunset as established by the National Weather Service).

F. Holidays. Contractor shall not be required to collect Garbage, Trash or Recyclable Materials on the five (5) following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving

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Day and Christmas Day. If a normally scheduled pickup falls on one of the above holidays, collections shall be on the next working day.

G. Collection Hours. The collections described herein shall be between the hours of 7:00 A.M. and Sunset, Monday through Friday; provided, however, that in the event of emergencies, or with the prior approval of the Department, collections may be made on Saturday between 7:00 A.M. and Sunset.

H. Storms and Other Disasters. If a natural disaster, such as a hurricane, tornado, ice storm or snow storm, results in an unusually large amount of Trash, limbs or debris (collectively, "Debris") being deposited in the streets of City, Contractor will, upon the instruction of City, collect the Debris and transport it to a site agreed upon by City and Contractor. If the Debris is placed in City's landfill, the charge shall be \$6.00 per cubic yard, and if the Debris is placed in a Landfill Facility selected by the Contractor (other than City's landfill), the charge shall be \$8.00 per cubic yard. All Debris shall be removed within sixty (60) days following instruction from City to proceed with such work. Notwithstanding the foregoing provisions of this subparagraph, City shall have the right to contract with another contractor for the removal of the Debris.

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APPENDIX 2

### Section 3. Contractor's Relation to City; Term

A. Independent Contractor. It is expressly agreed and understood that Contractor is in all respects an independent contractor as to the work provided for herein ("Services") and is, in no respect, an agent, servant or employee of City. Neither this Contract, nor any of the obligations or duties of Contractor under this Contract, may be assigned, except with the prior written consent of City. No such consent shall be construed as causing City to be in contractual privity with the assignee of the Contract or subject City to liability of any kind to the assignee. City reserves the right to terminate the Contract upon sixty (60) days prior written notice if Contractor makes a substantial change in its corporate structure or its ownership without the prior written consent of City. City shall not unreasonably withhold any consent requested hereunder.

B. Terms and Renewal. The Contract shall commence on October 1, 1998 and expire on September 30, 2001, subject to any restrictions, limitations and conditions placed on City's contractual authority by State law, it being acknowledged that the Contract is related to the performance of a governmental function of City and is subject to the law applicable thereto, including the law pertaining to the power to contract. This Contract may be renewed, from time to time, by agreement of City and Contractor, upon the same terms contained in the Contract, provided that the term of any such renewal may not exceed a period of three years.

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### Section 4. Quality of Service; Laws; Methods; Default

A. Office and Telephone. Contractor shall maintain a toll-free telephone number to be manned Monday through Friday, 8:00 a.m. to 5:00 p.m., except for the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall maintain, at its cost, a telephone listed in the name in which it does business as Contractor and it shall provide full-time (not recorded) answering service during the times and days referred to hereinbefore. Contractor shall provide an adequate number of telephone lines so that under normal circumstances there will not be unreasonable delays to residents of City trying to contact Contractor.

B. Supervision of Service; Uniforms. Contractor shall provide and maintain adequate and competent supervision during the performance of the Services, and shall appoint a resident manager who will be in charge of the Services. All directives given by the Department to the resident manager, when consistent with the provisions of the Contract, shall be binding upon Contractor. Contractor shall further maintain continuous surveillance of the Services. Contractor shall provide its employees and other personnel who work within City uniforms of neat appearance, and Contractor shall require such employees and other personnel to wear such uniforms.

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C. **Qualified Personnel.** Contractor shall use only personnel who are qualified to perform the Services and shall require its employees to serve the public in a courteous, helpful and impartial manner. The Services shall be performed in an efficient and workmanlike manner by careful and competent personnel who are thoroughly familiar with the type of work being performed, and the performance of the Services shall be subject to the inspection and approval of City.

D. **Methods of Collection.** Garbage may be transferred from a container located at a Residence into leak-proof containers used by Contractor in carrying Garbage to collection trucks. Such transfer, however performed, shall be done in a sanitary manner and any Garbage spilled in making such transfer shall be picked up by Contractor. Garbage containers shall be returned to their locations in an upright position, with their lids properly in place. Collection of Garbage shall be made from each Residence at the place where Garbage containers are located, and the area around the containers shall be left free from any Garbage spilled during the collection. Containers picked up at the rear of a Residence shall be returned to the rear of the Residence with their lids in place and shall not be left at the curb. Contractor shall not be responsible for cleaning up unsanitary conditions around the containers caused by the negligence or carelessness of the occupant of the Residence. Care shall be taken by employees of Contractor to prevent damage to containers by rough treatment. Employees of

Contractor shall not be required to expose themselves to the danger of being bitten by dogs to perform the Services in any case where such animals are allowed to roam at large. Collection of Trash and Recyclable Materials shall be made from the place where the Trash and Recyclable Materials are located at curbside, which must be no more than ten (10) feet from the edge of a roadway or alley. The containers or bins for Trash and Recyclable Materials shall be replaced in an upright position and in such a manner as not to block access to driveways or mailboxes. The areas around the containers or bins shall be left free of Trash or Recyclable Materials spilled during the collection process. Lids must be properly replaced on containers which have lids.

E. **Complaints; Response to Complaints.** Contractor shall make every reasonable effort to provide high quality service and to have no unresolved complaints regarding collection of Garbage, Trash or Recyclable Materials. The Department will receive complaints from parties regarding collection of Garbage, Trash and Recyclable Materials (individually, "Complaint" and, collectively, "Complaints"). Contractor shall resolve each Complaint with respect to the collection of Garbage within thirty-six (36) hours after receipt of notice of such Complaint by Contractor from the Department. Contractor shall resolve each Complaint with respect to Trash and Recyclable Materials collection within seventy-two (72) hours after receipt of notice of such Complaint by Contractor from the Department. If it is alleged by a complaining party or

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City that Contractor failed to resolve a Complaint within the applicable time period, then the following procedures shall be followed:

1. Contractor and the Department shall jointly investigate each alleged failure on the part of Contractor to resolve the Complaint within the time periods specified above. Should Contractor and the Department jointly determine that any Complaint was not resolved within the applicable time period, then the provisions of subparagraph 3. below shall apply.
2. Should Contractor and the Department be unable to agree whether a Complaint was resolved by Contractor within the applicable time period, then such dispute shall be submitted to an independent arbitrator selected by City and Contractor for resolution by such arbitrator. An arbitrator shall be selected for each one-year period during the term of the Contract (from October 1 of each year through September 30 of the following year), beginning with October 1, 1998. Should City and Contractor be unable to agree on an arbitrator, then City and Contractor shall request that the presiding judge for the Circuit Court of Jefferson County, Alabama, appoint an arbitrator. The non-prevailing party in such arbitration shall pay the fee of the arbitrator. To help

minimize the cost of the arbitration process, Complaints shall be arbitrated quarterly, at the same arbitration hearing, or at such more frequent intervals agreed upon, in writing, by City and Contractor. Quarterly arbitrations shall be held within ten days after the end of each quarter (quarters shall be October through December, January through March, April through June and July through September) in the conference room at the Mountain Brook City Hall, or at another site agreed upon by City and Contractor. Should the arbitrator find that any Complaint was not resolved within the applicable time period, then the provisions of subparagraph 3. below shall apply. City may withhold from the final payment due Contractor under the Contract the amount equal to \$100.00 multiplied by the number of Complaints filed during the final quarter of the term of the Contract which are to be arbitrated plus the number of Complaints which have been arbitrated but for which opinions have not been issued by the arbitrator. Any portion of such funds withheld by City which are determined to be due to Contractor after all Complaints have been arbitrated and opinions issued with respect thereto, shall be paid to Contractor within ten days after the day City receives the last opinion from the arbitrator. Either City or Contractor, upon six (6) months' prior written notice to the other party, may terminate the arbitration provisions

contained in this subsection 2. and in subsection 3. below; provided, however, that arbitration shall be conducted, and the arbitration provisions of this subsection 2. and said subsection 3. shall be effective, with respect to all Complaints which are unresolved when such notice of termination is sent by City or Contractor to the other party, regardless of whether such Complaints had been previously submitted to the arbitrator. All unresolved Complaints which have not been submitted to the arbitrator, shall be promptly submitted to the arbitrator.

- 3. Contractor shall pay City the sum of one hundred dollars (\$100.00) for each Complaint which is not resolved within the time periods provided herein to compensate City for costs incurred by City in administering and responding to Complaints which were not resolved in a timely manner. Such amount shall be paid to City within ten (10) days after the end of the month in which notice of the Complaint was received by Contractor; provided, that if it is determined by the arbitrator that Contractor did not resolve a Complaint within the applicable time period, such amount shall be paid to City within ten days after Contractor receives written notice of the arbitrator's decision.

- (d) Contractor shall not be required to resolve any Complaint within the time periods set forth above when the complaining party failed to comply with the requirements of this Contract regarding the placement and/or containment of Garbage, Trash or Recyclable Materials or failed to notify the Department within thirty-six (36) hours of the missed collection, (except for parties who were out of town during any part of said thirty-six-hour period), or when the Department failed to notify Contractor of the Complaint within eight (8) hours of receipt by the Department of the Complaint. However, Contractor shall use reasonable efforts to resolve any such Complaint as soon as reasonably practical.

F. Compliance with Laws. Contractor hereby agrees to abide by all applicable federal, state, county and city laws, ordinances and regulations.

G. Default. If Contractor fails to perform the Services in accordance with the terms of this Contract or neglects or refuses to comply with the provisions of this Contract, or if Contractor willfully, knowingly or repeatedly violates any ordinance of City or any of the laws or regulations of the State or any rules or regulations of the Health Department, now or hereinafter enacted pertaining to the collection, removal or disposal of Garbage, Trash or Recyclable Materials, City may give Contractor written notice of

APPENDIX 2

any such violations at its local office address and the failure of Contractor to remedy or correct such violations within three (3) days from Contractor's receipt of such notice shall constitute a default by Contractor under this Contract.

H. Termination of Contract; Litigation; Force Majeure. If City initiates litigation to terminate this Contract or to enforce any of its rights under this Contract, Contractor agrees that if City prevails in such litigation, Contractor will reimburse City for all costs, fees and expenses, including reasonable attorneys' fees and court costs, incurred by City in such legal action. The termination of this Contract shall not relieve Contractor of the responsibility from the payment of such fees and expenses or any damages which City may incur by reason of Contractor's default under this Contract. If the performance by Contractor of any of its obligations under this Contract shall be interrupted or delayed by an act of God or as the result of war, riot, civil commotion, strike or labor unrest, governmental action or any other event beyond Contractor's reasonable control, then it shall be excused from such performance for the duration of such event. All Garbage, Trash and Recyclable Materials which should have been collected during that period will be collected as soon as practicable after the end of the event which caused the interruption of Contractor's performance of the Services.

Section 5. Equipment

Contractor will provide sufficient equipment to maintain regular schedules of collections and to perform its obligations under this Contract fully and promptly. Contractor shall provide exclusive use of at least one (1) knuckleboom truck, with a capacity of at least fifteen (15) cubic yards, for City, operating at least five (5) days a week between the hours of 7:00 A.M. and Sunset. In addition to such knuckleboom truck, Contractor shall furnish exclusive use of a second knuckleboom truck, during the same days and the same hours, from March 1 through August 31 of each year as additional support as may be required, from time to time, by the Department. Additional equipment will be provided on an as-needed basis as required by the Department, such as additional knucklebooms and rear loaders. All equipment shall be maintained in good condition by Contractor. Vehicles used in connection with the Services shall be maintained by Contractor in a neat and sanitary condition. All trucks shall be equipped with functioning two-way radios. All trucks are to be equipped with automatic dumpers for the handling of carts if the collection of Garbage is at curbside. Recyclable Materials shall be deposited in fully enclosed collection trucks. Trailers may not be used for the collection of Recyclable Materials. Contractor shall keep and retain sufficient back-up trucks to replace trucks which require maintenance or service. City's representative may inspect Contractor's operation and equipment at any reasonable time and place.

Section 6. Carts

If the collection of Garbage is at curbside, Contractor shall provide to all residents, at the cost indicated in Contractor's proposal, molded plastic refuse carts, with a capacity of from ninety (90) to one hundred (100) gallons, as required by City, which cart and the color thereof shall be subject to the approval of City. In lieu of such carts, Contractor may provide molded plastic segmented refuse carts, capable of containing Garbage and Recyclable Materials, with a capacity for Garbage of from ninety (90) to one hundred (100) gallons, as required by City, and with a capacity for Recyclable Materials of fourteen (14) gallons. The segmented carts, and the color thereof, shall be subject to the approval of City. Contractor will assemble and deliver the carts to residents no later than September 15, 1998, and shall maintain the carts at no additional charge. The container, lid, wheels, axle and all necessary hardware of the carts must be covered by a ten (10) year warranty. Any component parts of the carts or containers which fail to perform as originally designed shall be replaced or repaired by Contractor at no charge to the resident or to City, including, but not limited to, the following:

- a. failure of the lid to prevent rainwater from entering the container when closed on the container's body;

- b. failure of the lid and/or the container body to prevent penetration by squirrels and other rodents;
- c. damage to the container body, the lid, or any component parts caused by opening or closing the lid of the container;
- d. failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended position when the lid is either opened or closed;
- e. failure of an axle to remain free of excessive red rust and corrosion, to be determined by City;
- f. failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product or chemicals;
- g. failure of any portion of the bottom of the container body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces; if at any time during the ten-year warranty period, the bottom of any container, as a result of normal wear and tear develops a hole so that it leaks when filled with water.

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it shall be replaced in its entirety and without charge under the warranty;

- h. failure of the rubber tires to remain in place and fully serviceable, as designed and intended;
- i. failure of the container body, lid, hardware, wheels, or any component parts thereof to maintain their original shape;
- j. failure of the wheels to provide continuous, easy mobility, as originally designed or intended;
- k. failure of any container body, lid, hardware, wheels or any component part thereof to conform to the minimum standards specified herein; i.e., failure to use only first-quality, high density, virgin resin; and
- l. damage to, or failure of, container assemblies caused by any incompatibility of the container and Contractor's hydraulic dumping units.

If a resident's cart and/or a container is destroyed or damaged so that it is no longer usable by someone other than Contractor, or if

a cart and/or container is stolen, another cart and/or container will promptly be made available to the resident at a cost not to exceed the cost to Contractor for such cart and/or container plus ten per cent (10%) of such cost.

Contractor shall furnish to each small business to which garbage service is provided up to two 90 - 100 gallon molded plastic containers (the size to be determined by City) with a lid.

Section 7. Indemnification

Contractor shall indemnify City and its employees, elected officials, agents and servants, and hold City and its employees, elected officials, agents and servants harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees, elected officials, agents or servants arising out of, or in connection with, the performance, or attempted performance, of Contractor's obligations under this Contract through any negligent or willful act of Contractor or its agents, servants or employees, or through improper or defective machinery or equipment used by Contractor or its agents, servants or employees and from any suit or judgment or other thing whatsoever which may occur as a result of such negligent or willful performance or arising out of a breach of this Contract by Contractor.

Section 8. Insurance

Contractor shall maintain worker's compensation insurance during the term of this Contract for all of its employees. Contractor shall also maintain during the term of this Contract such liability and property damage insurance, as specified hereinafter, which shall protect Contractor and its agents, servants, employees and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Contract, whether such operations be performed by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$2,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence
Property Damage Liability Except Automobile	\$2,000,000 each occurrence
Automobile Bodily Injury and Property Damage Liability	\$3,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Upon the execution of this Contract, Contractor shall furnish City satisfactory proof of the insurance required herein with an insurance company acceptable to City, and City shall be named as an

additional insured party in all such insurance policies. During the entire term of this Contract, no later than thirty (30) days prior to the expiration of each such policy, Contractor shall deliver to City a certificate of insurance showing that such policy has been renewed upon terms which satisfy all requirements of this Contract.

Section 9. Units Served

Contractor agrees to maintain a list of all units in City served and to provide such list to City, within thirty (30) days after the end of each calendar quarter, beginning with the quarter ending December 31, 1998, to be compared to City's then current list. Contractor further agrees to provide such additional information and data pertinent to this Contract as may be reasonably requested by City, except for confidential and proprietary information of Contractor.

Section 10. Contract Price; Changes in Price

A. Contractor agrees that, based on the numbers of units set forth below, the monthly unit rates for the collection of Garbage, Trash and Recyclable Materials from Residences and for the collection of garbage and trash from Small Businesses shall be as follows:

single-family residences (excludes 20 vacant residences, each of which shall be added as of the end of the calendar quarter in which it is occupied)	6.692
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apartments, condominiums and duplexes	435
small businesses (in 17 of the 118 business locations there are multiple businesses which share a garbage container and all of the businesses at each such location shall constitute a single unit)	118
single-family residences	\$21.93
apartments, condominiums and duplexes	\$21.93
small businesses	\$30.70

The number of units served by Contractor and for which City will be billed shall be determined as of the end of each calendar quarter by a method jointly agreed on by City and Contractor. During each calendar quarter City shall pay Contractor for the number of units served as of the end of the last day of the previous calendar quarter. The number of units set forth above shall be in effect for the first calendar quarter of the term of this Contract (October 1, 1998 - December 31, 1998). City and Contractor agree that the number of units for which City will be billed shall not be changed unless the dwelling units or businesses added or deleted are identified by address. If the number of units served is not determined as of the end of a calendar quarter, City shall be billed for the same number of units in the succeeding calendar quarter as it was in that calendar quarter. The prices set forth hereinbefore are the base prices which shall be paid to Contractor during the first two years of the term of this Contract. The base prices set forth hereinbefore may be increased or

decreased during the last year of the term of this Contract, based upon any increase or decrease in the cost of living, determined as follows: as soon as practicable after September, 2000, and each September thereafter during any renewal term, the increase or decrease, if any, in the cost of living shall be computed, using as the basis of such computation the "Revised Consumers Price Index For All Urban Consumers - South Region 1982-84 = 100 published by the Bureau of Labor Statistics of the United States Department of Labor ("Index"). If there is an increase or decrease in such Index for the month of September, 2000 as compared to the Index for the month of September, 1998, eighty per cent (80%) of such percentage of increase or decrease may be computed and added to, or subtracted from, the unit prices set forth hereinbefore for the third contract year to determine the cost of living adjustment, if any, to be applied to such unit prices for services to be rendered during the third year of this Contract. If mutually agreed to by City and Contractor in writing, with respect to any year during a renewal term, the unit prices set forth hereinbefore may be increased or decreased by using the foregoing procedure to modify such unit base prices (by determining the percentage of increase or decrease in the Index for the month of September of that year as compared to the Index for the month of September of the previous year), but such unit prices may not be increased or decreased by more than eighty per cent (80%) of such percentage of increase or decrease in the Index.

B. Payment. Contractor shall bill City within ten (10) days following the end of each month for Services rendered for such month. City shall pay Contractor before the last day of the month following the month to which the bill relates. Such billing and payment shall be based on the rates as set forth in this Contract and the number of units to be determined as provided in this Contract.

Section 11. Authorization for Execution of Contract

Simultaneously with the execution of this Contract, City shall furnish Contractor a certified copy of a resolution duly adopted by the City Council of the City of Mountain Brook authorizing the Mayor of the City of Mountain Brook to execute this Contract for and on behalf of City, and Contractor shall furnish City a certified copy of a corporate resolution duly adopted by the board of directors of Contractor authorizing the execution of this Contract, for and on behalf of Contractor, by the corporate officer of Contractor who executes this Contract.

Section 12. Captions.

The captions of the sections of this Contract have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such sections and shall not be given any consideration in the construction of this Contract.

Section 13. Modification of Contract.

This Contract may not be amended or modified except by a written amendment executed by the Mayor of City, who has been authorized by City's City Council to execute such amendment, and executed by an officer of Contractor who has been authorized by Contractor's board of directors to execute such amendment.

Section 14. Entire Agreement

The terms and provisions contained in this Contract constitute the entire agreement between City and Contractor and shall supersede all previous communications, agreements and proposals between City and Contractor with respect to the subject matter hereof.

In witness whereof, City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, and Waste Away Group, Inc. has caused this Contract to be executed by its duly authorized corporate officer, all as of the 4<sup>th</sup> day of August, 1998.

Attest:

By Ann L. McCordem  
Its City Clerk

City of Mountain Brook

By David Allen  
Its Mayor

Attest:

By Paul J. [Signature]  
Its General Manager

Waste Away Group, Inc.

By Timothy M. [Signature]  
Its Division Mgr.

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B-20160210-005

2016-046

LANDSCAPE BIDS

1. Turf Management Systems, LLC Village/ Municipal Complex Emmet O'Neal Library	\$5,154.00 Monthly 1,184.00 Monthly \$6,338.00
2. Blackjack Horticulture, Inc. Village/ Municipal Complex Emmet O'Neal Library	\$2,141.33 Monthly \$35.18 Monthly \$2,676.51
3. Landscape Services, Inc. Village/ Municipal Complex Emmet O'Neal Library	\$2,966.48 Monthly 680.62 Monthly \$3,647.10
4. Landscape Workshop Village/ Municipal Complex Emmet O'Neal Library	\$7,851.05 Monthly 988.12 Monthly \$8,841.25

BID COVER SHEET  
CITY OF MOUNTAIN BROOK  
56 CHURCH STREET  
MOUNTAIN BROOK, ALABAMA 35213  
OFFICE OF PURCHASING AGENT (CITY MANAGER)

B-20160210-005 LANDSCAPE MAINTENANCE SERVICE

Bid Request Dated This Date: March 14, 2016. Bids to be Opened This Date and Time: April 5, 2016, at 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 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) §241-16-50 or seq. and 11-15-1 or seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for this project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed on ground will not be accepted. Bids should be clearly marked "B-20160210-005" and include on the outside of the envelope the project for which the bid is submitted and the date of bid opening. Alabama General Contractor's License number shall be clearly marked on the outside of the envelope.

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

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

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

Sam S. Givston, City Manager and Purchasing Agent

BIDDER: Blackjack Horticulture, Inc. TELEPHONE: (205) 536-7523  
 ADDRESS: 5536 Derby Drive EMAIL: abice@blackjackhorticulture.com  
 CITY: Birmingham STATE: AL ZIP: 35210  
 Village/Municipal Complex (Monthly): \$2,141.33 # 2569596  
 Emmet O'Neal Library (Monthly): \$35.18 # 64228

BID TOTAL (PER SPECIFICATIONS): \$32,118.12 yearly

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed by the bidder's representative, printed and notarized:  
 Auth. Signature: [Signature] Notary Public: [Signature]  
 Name: Brandon Rice Title: Vice-President  
 My Commission Expires: 03/31/2016

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Landscape Maintenance Services (Bid No. B-20160210-005)

NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA ("ALABAMA IMMIGRATION COMPLIANCE CONTRACT")

As a Contractor, as defined in the Act, to the City of Mountain Brook, Alabama ("the City"), it is essential to your relationship (future or continuing) with the City that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Reason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the City immediately.

Effective January 1, 2012, every contract entered into by the City a contractor will contain the following clause or one substantially similar:

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 Reason-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 E-Verify 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 the effect as 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 each 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 unauthorized alien 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, laborer 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 Reason-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, attorney fees), claims, suits, judgments, 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.

To the extent that there is no formal written contract between the City and the Contractor (e.g., where business is conducted by purchase order), this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Hereto Acknowledged and Agreed by Contractor whose name appears below:

[Signature] 1/24/12  
 Contractor Officer or Owner Signature/Date  
Brandon Rice  
 Print Name/Title/Company  
 Horticulture, Inc.

Please execute and return to THE CITY OF MOUNTAIN BROOK, ALABAMA within the next 10 days.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity)

City of Mountain Brook, Alabama

FORM FOR SECTIONS 9 (a) and (b) REASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

State of Alabama  
 County of Jefferson

Before me, a notary public, personally appeared Brandon Rice (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President (state position) for Blackjack Horticulture, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH A COPY OF YOUR ORGANIZATION'S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

[Signature]  
 Signature of Affiant (an Officer or Owner of Contractor)

494351  
 E-Verify User Identification Number

Sworn to and subscribed before me this 24 day of January, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature]  
 Signature and Seal of Notary Public  
 My Commission Expires: \_\_\_\_\_

(Seal) My Commission Expires 9-30-2013



Employment Eligibility Verification

Company Information

Company Name: **Blackjack Horticulture, Inc.** [View / Edit]

Company ID Number: **404381**

Dating Business An (DBA) Name:

DBA Number:

Physical Location:

Address 1: **5049 Darby Drive** Address 2:

City: **Birmingham** State: **AL** Zip Code: **35210** County: **JEFFERSON**

Mailing Address:

Address 1: Address 2:

City: State: Zip Code:

Additional Information:

Employer Identification Number: **20271048**

Total Number of Employees: **20 to 99**

Parent Organization:

Administration:

Organization Designation:

Employer Category: **None of these categories apply**

NAICS Code: **236 - SPECIALTY TRADE CONTRACTORS** [View / Edit]

Total Hiring Sites: [View / Edit]

Total Points of Contact: [View / Edit]

[View MOU]



5126 Darby Drive  
Birmingham, AL 35210

Tel: 205 226 7103  
Fax: 205 226 2577

blackjackhorticulture.com

April 4, 2016

City of Mountain Brook  
Landscape Maintenance Bid  
Bid Date: April 5, 2016

To Whom It May Concern:

This letter is per the proposal requirements listed on page 4 of the bid packet. Per the specifications and bid invitation dated March 14, 2016, I affirm that Blackjack Horticulture satisfies all of the requirements specified under the section titled "Minimum Qualifications for Landscape Contractors".

Thank you for the opportunity to bid.

Sincerely,

Andrew Bice  
Vice-President

APPENDIX 3

https://e-verify.uscis.gov/emp/EmployerWizard.aspx

6/5/2011

AGREEMENT

THIS AGREEMENT made the 11<sup>th</sup> day of April, 2016, by and between BLACKJACK HORTICULTURE, INC. ("BLACKJACK") and THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City").

WHEREAS, Blackjack has been determined by the City to be the lowest responsible bidder in response to the City's invitation to bid for Landscape services, dated March 14, 2016; and

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

NOW, THEREFORE, this agreement:

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

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

ATTEST BLACKJACK HORTICULTURE, INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST THE CITY OF MOUNTAIN BROOK, ALABAMA  
By: Paul D. Bice  
Its: Mayor

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND BLACKJACK HORTICULTURE, INC. DATED APRIL 11, 2016

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Blackjack Horticulture, Inc. ("the Contractor") dated April 11, 2016.

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

1. Definitions. For purposes of this Addendum, the terms below have the following meanings:

- A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
- B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
- C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors.

2. Arbitration; Mediation; Alternate Dispute Resolution. The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

3. Attorney's Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

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

- 4. **Late Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
- 5. **Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
- 6. **Choice of Law; Choice of Venue or Forum.** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
- 7. **Construction of Addendum.** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
- 8. **Alabama Immigration Law Compliance Contract.** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Besason-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 alien 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, job site 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 Besason-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 11th day of April, 2016.

BlackJack Horticulture, Inc.

City of Mountain Brook, Alabama

By: \_\_\_\_\_

By: Kevin P. Goble

Its: \_\_\_\_\_

Its: Mayor

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### Landscape Maintenance Requirements And Contract Specifications

2016

Contact:

Don Cafaro, Sr. Arborist  
205-802-3874  
dcafaru@mtnbrook.org

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BID COVER SHEET
CITY OF MOUNTAIN BROOK
34 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35113
OFFICE OF PURCHASING AGENT (CITY MANAGER)
B-20160210-005 LANDSCAPE MAINTENANCE SERVICE

Bid Request Posted this Date: March 24, 2016 Bids to be Opened this Date and Time: April 5, 2016 @ 1:00 P.M.

To Whom It May Concern:

This 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 to such a reasonable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-6A-98 or 99 and 11-13-1 et seq., and provide documentation of compliance in the e-Verify program pursuant to Ala. Code 17-1-13.

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 accepted in general will not be accepted. Bids should be clearly marked "SEALED BID" and lockers on the outside of the envelope the project for which the bid is submitted and the date of bid opening. Alabama General Contractor's License number shall be clearly marked on the outside of the envelope.

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

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

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

Sam S. Gaston, City Manager and Purchasing Agent

BIDDER TELEPHONE
ADDRESS EMAIL
CITY STATE ZIP
Village/Municipal Complex (Monthly)
Emmet O'Neal Library (Monthly)
BID TOTAL (PER SPECIFICATIONS)

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed before by bidder's principal/authorized agent and contractor.

Auth. Signature:
Name:
Title:
Notary Public
My Commission Expires:

Landscape Maintenance Services (Bid No. B-20160210-005)

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SUMMARY

The City of Mountain Brook is seeking qualified bids for landscape maintenance operations. These operations are carried out in three general service areas within the city: Villages (Crestline/Mountain Brook/English), Municipal Complex, and Emmet O'Neal Library. Also note that the area within and surrounding the courtyard at the corner of the library—adjacent to the intersection of Keeley Ct and Oak St—will not be part of the maintenance agreement. Estimates of maintenance costs for the courtyard area should not be included in a proposal. Operations related to the Library Service Area, following acceptance of the agreement, shall be leveled separately with the corresponding monthly charge. On or by a specified date (TBD), the service provider will submit two separate invoices reflecting the Village and Municipal Complex Service Areas, and the E.O. Library Service Area, respectively. Requirements are categorized by the types of maintenance tasks associated with particular site features/attributes (e.g. turf, beds, sleep up, etc). For the sake of uniformity, simplicity, and comparison, services are expressed (and should be quoted) as a number of site visits or installations. Bids shall reflect the total annual cost of all maintenance operations necessary to fulfill the stated requirements. The duration of the contract will be 24 months from date of acceptance.

All proposals shall include:

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

Reporting and Quality Assurance

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

File #1- Site Visit Report (SVR)

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

File #2- Chemical Application Summary (CAS)

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

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

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intended to result in the most targeted, responsible use of chemicals by avoiding over- or under-application of treatments to accomplish a given objective.

Schedule: Contract Modifications

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

SITE-SPECIFIC REQUIRED SERVICE LIST

GENERAL:

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

TURF & IRRIGATION:

- A. Mountain Brook Villages/Municipal Complex/Library:
1. 36 Site Visits (weekly throughout growing season); mow, edge, hand weed, trim, and remove debris; replace dead sections of sod as needed.
2. Fall and spring fertilizer application.
3. Pre-emergent weed control (2-3 applications per year depending on product used and site conditions).
4. Post-emergent weed control, post-spike, and fungicide applications (as needed).
5. Periodic check removal (as needed).
6. Annual aeration services.
B. Mountain Brook Villages/Municipal Complex/Library:
1. Maintain existing or newly-installed irrigation systems, and all related components, in proper working order.
2. Systematically monitor all system controls, components, and adjustments; promptly report all associated problems.

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- 1. Identify and/or correct electrical faults, leaks, breakages, or any other problems preventing the delivery of a sufficient volume of water to targeted vegetation.

MULCH:

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

SHRUB BEDS:

- A. Municipal Complex/Library:
1. Fall and spring fertilizer application.
2. Pre-emergent weed control (2-3 applications per year depending on product and site conditions).
3. Post-emergent weed control and hand-weeding where necessary.
4. Other pesticide/fungicide/plant health care treatments as needed.

ANNUAL BEDS:

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

TREES:

- A. [See MAINTENANCE SPECIFICATIONS: Sec. 3.A.C.]

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MAINTENANCE SPECIFICATIONS

1.0 GENERAL

1.1 DESCRIPTION

- A. Scope:
  1. Provide all labor, products, equipment and services necessary to maintain the landscape work for a period of thirty-six months.
  2. Maintain all landscape vegetation and irrigation systems as described herein.

1.2 SUBMITTALS:

- A. Qualification data for firms specified in "Quality Assurance" article to demonstrate their capabilities and experience. Include a list of a minimum of five similar projects completed within the last five years with project name, address, names of Architects and Owners, overall description of scope of work, and contact info.
- B. Product Data:
  1. Submit manufacturer's product literature, instructions, diagrams, specimen labels and MSDS, and other pertinent information.
- C. Maintenance Manual:
  1. In a binder, include reasonably accurate schedule, seasonal calendar, and list of procedures for landscape maintenance program, which represents one full cycle within the contract period. Submittal should be made before or close to the beginning of the contract period.

1.3 JOB CONDITIONS:

- A. Coordinate the Work of this Section with that of other trades.
- B. Examine conditions under which Work is to be performed and notify Owner in writing of unsatisfactory conditions. Do not perform Work until conditions are satisfactory and acceptable.
- C. Maintain stakes set by others until removal is mutually agreed upon by all parties.
- D. Determine the extent and location of all underground utilities and fixtures, prior to or during excavation of any kind. Take appropriate measures to locate lines by contacting the "One Call" service, and by careful excavation at the site, when work is done.

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- E. Employ materials and designs that attempt to minimize future conflicts between utilities and landscape/hardscape installations and maintenance operations.

1.4 QUALITY ASSURANCE:

- A. Codes and Standards:
  1. All plant materials to comply with State and Federal laws relating to inspection for disease and insect control.
  2. Plant material quality to conform to American Standard for Nursery Stock, American Association of Nurserymen, Inc., latest edition, ANSI Z-48.1.
  3. Plant Material nomenclature to conform to:
    - a. Hortus Third, a Concise Dictionary of Plants Cultivated in the United States and Canada, MacMillan Publishing Company, Inc., New York, latest edition.
    - b. Names not found in the above standard to comply with those most commonly used in the trade.
    - c. In all cases, botanical names take precedence over common names.
  4. Applicable Sections of the Alabama Highway Department (AHD) Standard Specifications for Highway Construction, latest edition.
- B. Contractor Qualifications: Firm experienced in the successful landscape maintenance in the local geographic area. Firm shall have sufficient manpower, equipment and financial resources to complete the Work of this Section. As evidence of this experience, Firm shall provide a list with a minimum of five completed (or ongoing) landscape maintenance contracts in the Birmingham-Central Alabama region with minimum contract duration of 36 consecutive months within the past five years, and contact information for each example. Examples must be similar to this project in these areas:
  1. Scope of maintenance services provided
  2. Extent of area(s) and features maintained
  3. Contract value
- C. Supervision:
  1. Scheduling, operations, installation, and maintenance shall be supervised by a person(s) having one or more of the following qualifications:
    - a. A five-year degree in a related field, from an accredited institution.
    - b. Is a Certified/Licensed Horticulturist and/or Landscape Professional.
    - c. Has a State Issued of Landscaping Plants License.
    - d. Has a State Commercial Pesticide Applicator's License.
- D. Inspection and Approval:
  1. All plant material is subject to inspection and approval by the Owner in the field prior to digging, in the nursery in containers, before planting and installation, or any time during the installation and completion of this phase of work.
  2. Immediately remove from site plant materials or other materials not complying with specified requirements.
  3. Approval is for visual qualities only and does not relieve the Contractor of his obligation to provide materials and workmanship in full compliance with the requirements of the Contract Documents.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING:

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- A. Deliver packaged materials in manufacturer's original containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at the site.
- B. Deliver all non-packaged or non-containerized materials to site in a manner that will prevent loss, damage, deterioration or contamination.
- C. Store all materials in approved locations to prevent loss, damage, deterioration or contamination.
- D. Delivery, storage and handling of all plant materials shall conform to AHD Specification Section 860.04(c) and the following:
  1. Deliver freshly dug plants, which have not been in cold storage or heated-in.
  2. Do not freeze prior to delivery.
  3. Do not bend or bind trees or shrubs in such a manner as to damage bark, break branches or destroy natural shape.
  4. Provide protective covering during delivery.
  5. Deliver plants after preparations for planting have been completed and approved, and plant immediately.

1.6 SITE MAINTENANCE:

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

2.0 PRODUCTS

2.1 WATER

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

2.2 SOIL AMENDMENTS:

- A. Fertilizer:
  1. Applied prescriptively, per soil test report recommendations
  2. Commercially available, in appropriate form and formulation for situation
- B. Lime
  1. Applied per soil test report recommendations
  2. Ground or crushed agricultural lime
  3. Containing not less than 82% of total carbonates
  4. Commercially available
- C. Decomposed Organic Matter:
  1. Well rotted leaf compost and/or manure
  2. Containing no weeds, grasses or plants, their seeds, or any substance harmful to plant growth

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- 3. Uniform composition

- D. Tilled and incorporated into active soil to achieve a homogeneous consistency and texture across the area. The projected amount of root growth achieved at such time as all companion vegetation would be considered fully established.

2.3 MULCH:

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

2.4 PLANT MATERIALS:

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

B. Plant material:

1. Provide and install species, sizes and quantities shown and scheduled; standard quality, first-class representatives of each species or variety, true to name and type; nursery-grown, unless otherwise shown or scheduled.
2. Conforming to standards in American Standard for Nursery Stock.
3. Having normal, well-developed branches and vigorous root systems.
4. Complying with State and Federal laws for disease and insect infestation.
5. Healthy, vigorous, free from defects, decay, dieback, insect damage, pest-related injuries, abrasions of the bark, plant disease, insect pests or eggs, borers, and all forms of infestations or objectionable blemishes.
6. Reject plants lacking properness or proper proportions, plants which are weak, thin or injured from high density planting or staging in nursery.
7. Plants which have been cut back from larger grades to meet certain specified requirements will be rejected.
8. Plants with underized, dry, cracked, or broken root balls, or which are loose in their heales or containers, will be rejected.
9. Balled in burlap (B&B) and/or field-grown varieties of a given selection if available: Root system per industry specifications for species; marked at source and placed in planting site with the same directional orientation as it was at source location.
10. Container-grown material:
  - a. Container roots of plants in containers 5 gallon (#7) or larger in size to identify and correct root defects with bypass pruners or hand saw.
  - b. Exposed roots as above, or use bypass style pruners of sufficient size to correct root defects in plants smaller than 5 gallon (#5)
11. Stakes:
  - a. In accordance with American Standard for Nursery Stock.
  - b. Measure plants before pruning, with branches in normal position.
  - c. All replacement material shall match the size and shape of original materials at the time of replacement.

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- 13 WEEDING:
  - A. Minimum weeding:
    - 1. One day per week from mid-March through mid-June during the period from March 1 through December 31; remove weeds weekly.
    - 2. Weed to remove visible weeds during the winter.
  - B. Mowing:
    - 1. Mow, edge, trim, and clean lawn areas throughout growing season: approximately 4/11 - 11/15 (or per-need) if over-seeded with seed source (grass).
    - 2. Remove grass clippings from the site.
- 14 PAINTING:
  - A. General Painting:
    - 1. All painting operations routinely handled in everyday maintenance and repair of various landscape related items and structures.
    - 2. Adherence to all parts of ANSI Standards A130 and 213, (least action).
    - 3. Protection by covering from the site, any and all debris produced by painting operations.
  - B. Stucco:
    - 1. Appropriate type and brand of products, as determined by plant's growth form and habit, timing and location of above-ground, intended aesthetic function, applicable industry guidelines and other conditions related to plant health.
    - 2. From installation to removal, prior to conducting repairs or otherwise significant painting operations for purposes beyond general maintenance and cleaning.
  - C. Trim:
    - 1. Three (3) day trim or specific duration or request of Owner.
    - 2. The trim shall be done in accordance with the City of Phoenix, in accordance with the City of Phoenix's standard operating procedure.
    - 3. Strict adherence to all revised ANSI Standards and Owner's stated objectives.
  - D. Annual/Perennial:
    - 1. Pruning and properly remove dead plants, and any dead, broken, or damaged plant portions.
    - 2. Pruning shall be done prior to peak appearance and to enhance frequency and number of blooms.
- 15 WEEDING:
  - A. Minimum weeding:
    - 1. One day per week from mid-March through mid-June during the period from March 1 through December 31; remove weeds weekly.
    - 2. Weed to remove visible weeds during the winter.
  - B. Mowing:
    - 1. Mow, edge, trim, and clean lawn areas throughout growing season: approximately 4/11 - 11/15 (or per-need) if over-seeded with seed source (grass).
    - 2. Remove grass clippings from the site.
- 16 GRUING AND STAKING:
  - A. The selection and planting techniques should minimize the need for staking and tying. When deemed necessary, and after consulting with the Owner, acceptable methods of staking/tying shall be used. (e.g., wire, vinyl, cloth).
  - B. The selection and planting techniques should minimize the need for staking and tying. When deemed necessary, and after consulting with the Owner, acceptable methods of staking/tying shall be used. (e.g., wire, vinyl, cloth).
  - C. Pre-Planting:
    - 1. Selective pre-emptive control consisting the appropriate A, and mode of action, gram, and terms of contract related to record-keeping and reporting.
    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
  - D. Herbicide:
    - 1. Non-selective pre-emptive control with no residual soil activity.
    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
- 17 MULCHING:
  - A. Keep planting areas neat and uniformly mulched to a depth of three inches on a continuous basis, unless otherwise noted.
  - B. Remove existing beds of mulch, such as bark chips, from root development within the top organic layer of the soil profile. By completely removing and reapplying mulch or other organic matter to the root zone, the mulch will be replaced with fresh mulch and the root zone will be protected from the sun, in addition to the other benefits of mulch.
  - C. Remove and replace mulch and the root zone with fresh mulch, primarily in the spring and fall, when the mulch is thin, uneven, or has become compacted. The mulch should be applied to a depth of three inches on a continuous basis, unless otherwise noted.
  - D. Apply mulch to all established trees each year during the spring or late summer.
  - E. Use approved mulch equipment, measured especially for this specific purpose.
- 18 CLEANUP:
  - A. In designated areas, maintain plants in their proper upright position and the proper grade by pruning and supporting staking and guying operations, ridding plants which have fallen, and by other means.
- 19 ACCEPTANCE:
  - A. Following a site visit to perform any work under the Landscaping Services Bid, the Contractor shall submit a report to the Owner within five business days, to include the following information:
    - 1. Location, date, and time of visit.
    - 2. Summary of work performed.
    - 3. Description of problems with the work, with accompanying notes and photos.
  - B. The observations and problems with the adjacent landscape and landscape features shall be reported to the Owner within five business days of the date of the site visit.

APPENDIX 1

Landscape Maintenance Services (Bid No. B-20160210-003)

- 20 EXECUTION:
  - A. Any plant material requiring support shall be evaluated at the beginning of its second growing season, and support removed if sufficient establishment has occurred.
  - B. GENERAL:
    - 1. Provide maintenance according to:
      - 1. Standard Performance Specifications (SPPS).
      - 2. SPPS: Specific Requirements for Irrigation.
      - 3. AIA/LEED ANS1 Standards, and other accepted cultural practices/techniques.
      - 4. Applicable State law and local ordinances.
      - 5. Manufacturer's recommendations for material use.
  - C. WATERING:
    - 1. Water during early morning hours.
    - 2. Use appropriate volume and pressure to ensure water penetrates to a depth consistent with the root ball height for given species, size, and on-site soil conditions.
    - 3. Measure water volume in all designated planting areas during winter conditions (deep watering).
    - 4. Measure water volume in all designated planting areas during winter conditions (deep watering).
  - D. Insect and Disease Control:
    - 1. Water stress as necessary to maintain sufficient water in bed of bags.
    - 2. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
    - 3. When water bags are deployed, deep watering shall directly precede the filling of bags.
  - E. Insect and Disease Control:
    - 1. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
    - 2. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
    - 3. When water bags are deployed, deep watering shall directly precede the filling of bags.
- 21 WATERING:
  - A. General Watering:
    - 1. Water during early morning hours.
    - 2. Use appropriate volume and pressure to ensure water penetrates to a depth consistent with the root ball height for given species, size, and on-site soil conditions.
    - 3. Measure water volume in all designated planting areas during winter conditions (deep watering).
    - 4. Measure water volume in all designated planting areas during winter conditions (deep watering).
  - B. Trees:
    - 1. Achieve deep watering of all designated trees until fully established, using a suitable high volume-low pressure method.
    - 2. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
    - 3. When water bags are deployed, deep watering shall directly precede the filling of bags.
  - C. Shrubs:
    - 1. Water stress as necessary to maintain sufficient water in bed of bags.
    - 2. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
    - 3. When water bags are deployed, deep watering shall directly precede the filling of bags.
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    - 1. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
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    - 3. When water bags are deployed, deep watering shall directly precede the filling of bags.
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  - A. General Watering:
    - 1. Water during early morning hours.
    - 2. Use appropriate volume and pressure to ensure water penetrates to a depth consistent with the root ball height for given species, size, and on-site soil conditions.
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    - 3. When water bags are deployed, deep watering shall directly precede the filling of bags.
- 23 CHEMICAL WEED CONTROL:
  - A. Pre-Planting (in wet areas):
    - 1. Selective pre-emptive control consisting the appropriate A, and mode of action, gram, and terms of contract related to record-keeping and reporting.
    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
  - B. Pre-Planting (in wet areas):
    - 1. Selective pre-emptive control consisting the appropriate A, and mode of action, gram, and terms of contract related to record-keeping and reporting.
    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
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    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
  - D. Herbicide:
    - 1. Non-selective pre-emptive control with no residual soil activity.
    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
- 24 PAINTING:
  - A. General Painting:
    - 1. All painting operations routinely handled in everyday maintenance and repair of various landscape related items and structures.
    - 2. Adherence to all parts of ANSI Standards A130 and 213, (least action).
    - 3. Protection by covering from the site, any and all debris produced by painting operations.
  - B. Stucco:
    - 1. Appropriate type and brand of products, as determined by plant's growth form and habit, timing and location of above-ground, intended aesthetic function, applicable industry guidelines and other conditions related to plant health.
    - 2. From installation to removal, prior to conducting repairs or otherwise significant painting operations for purposes beyond general maintenance and cleaning.
  - C. Trim:
    - 1. Three (3) day trim or specific duration or request of Owner.
    - 2. The trim shall be done in accordance with the City of Phoenix, in accordance with the City of Phoenix's standard operating procedure.
    - 3. Strict adherence to all revised ANSI Standards and Owner's stated objectives.
  - D. Annual/Perennial:
    - 1. Pruning and properly remove dead plants, and any dead, broken, or damaged plant portions.
    - 2. Pruning shall be done prior to peak appearance and to enhance frequency and number of blooms.
- 25 WEEDING:
  - A. Minimum weeding:
    - 1. One day per week from mid-March through mid-June during the period from March 1 through December 31; remove weeds weekly.
    - 2. Weed to remove visible weeds during the winter.
  - B. Mowing:
    - 1. Mow, edge, trim, and clean lawn areas throughout growing season: approximately 4/11 - 11/15 (or per-need) if over-seeded with seed source (grass).
    - 2. Remove grass clippings from the site.
- 26 GRUING AND STAKING:
  - A. The selection and planting techniques should minimize the need for staking and tying. When deemed necessary, and after consulting with the Owner, acceptable methods of staking/tying shall be used. (e.g., wire, vinyl, cloth).
  - B. The selection and planting techniques should minimize the need for staking and tying. When deemed necessary, and after consulting with the Owner, acceptable methods of staking/tying shall be used. (e.g., wire, vinyl, cloth).
  - C. Pre-Planting:
    - 1. Selective pre-emptive control consisting the appropriate A, and mode of action, gram, and terms of contract related to record-keeping and reporting.
    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
  - D. Herbicide:
    - 1. Non-selective pre-emptive control with no residual soil activity.
    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
- 27 MULCHING:
  - A. Keep planting areas neat and uniformly mulched to a depth of three inches on a continuous basis, unless otherwise noted.
  - B. Remove existing beds of mulch, such as bark chips, from root development within the top organic layer of the soil profile. By completely removing and reapplying mulch or other organic matter to the root zone, the mulch will be replaced with fresh mulch and the root zone will be protected from the sun, in addition to the other benefits of mulch.
  - C. Remove and replace mulch and the root zone with fresh mulch, primarily in the spring and fall, when the mulch is thin, uneven, or has become compacted. The mulch should be applied to a depth of three inches on a continuous basis, unless otherwise noted.
  - D. Apply mulch to all established trees each year during the spring or late summer.
  - E. Use approved mulch equipment, measured especially for this specific purpose.
- 28 CLEANUP:
  - A. In designated areas, maintain plants in their proper upright position and the proper grade by pruning and supporting staking and guying operations, ridding plants which have fallen, and by other means.
- 29 ACCEPTANCE:
  - A. Following a site visit to perform any work under the Landscaping Services Bid, the Contractor shall submit a report to the Owner within five business days, to include the following information:
    - 1. Location, date, and time of visit.
    - 2. Summary of work performed.
    - 3. Description of problems with the work, with accompanying notes and photos.
  - B. The observations and problems with the adjacent landscape and landscape features shall be reported to the Owner within five business days of the date of the site visit.

Landscape Maintenance Services (Bid No. B-20160210-003)

- 30 EXECUTION:
  - A. Any plant material requiring support shall be evaluated at the beginning of its second growing season, and support removed if sufficient establishment has occurred.
  - B. GENERAL:
    - 1. Provide maintenance according to:
      - 1. Standard Performance Specifications (SPPS).
      - 2. SPPS: Specific Requirements for Irrigation.
      - 3. AIA/LEED ANS1 Standards, and other accepted cultural practices/techniques.
      - 4. Applicable State law and local ordinances.
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  - C. WATERING:
    - 1. Water during early morning hours.
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    - 3. Measure water volume in all designated planting areas during winter conditions (deep watering).
    - 4. Measure water volume in all designated planting areas during winter conditions (deep watering).
  - D. Insect and Disease Control:
    - 1. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
    - 2. Monitor soil conditions, tree appearance, signs and symptoms of water-related problems, adjust watering accordingly, and/or take other preventative actions.
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    - 1. Selective pre-emptive control consisting the appropriate A, and mode of action, gram, and terms of contract related to record-keeping and reporting.
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    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
  - B. Pre-Planting (in wet areas):
    - 1. Selective pre-emptive control consisting the appropriate A, and mode of action, gram, and terms of contract related to record-keeping and reporting.
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    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
  - D. Herbicide:
    - 1. Non-selective pre-emptive control with no residual soil activity.
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    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
  - D. Herbicide:
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  - A. General Painting:
    - 1. All painting operations routinely handled in everyday maintenance and repair of various landscape related items and structures.
    - 2. Adherence to all parts of ANSI Standards A130 and 213, (least action).
    - 3. Protection by covering from the site, any and all debris produced by painting operations.
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    - 1. Appropriate type and brand of products, as determined by plant's growth form and habit, timing and location of above-ground, intended aesthetic function, applicable industry guidelines and other conditions related to plant health.
    - 2. From installation to removal, prior to conducting repairs or otherwise significant painting operations for purposes beyond general maintenance and cleaning.
  - C. Trim:
    - 1. Three (3) day trim or specific duration or request of Owner.
    - 2. The trim shall be done in accordance with the City of Phoenix, in accordance with the City of Phoenix's standard operating procedure.
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    - 2. Weed to remove visible weeds during the winter.
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    - 2. Consistency available.
    - 3. Application to manufacturer's recommendations for strength, rate and method of application.
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  - E. Use approved mulch equipment, measured especially for this specific purpose.
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  - A. In designated areas, maintain plants in their proper upright position and the proper grade by pruning and supporting staking and guying operations, ridding plants which have fallen, and by other means.
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  - A. Following a site visit to perform any work under the Landscaping Services Bid, the Contractor shall submit a report to the Owner within five business days, to include the following information:
    - 1. Location, date, and time of visit.
    - 2. Summary of work performed.
    - 3. Description of problems with the work, with accompanying notes and photos.
  - B. The observations and problems with the adjacent landscape and landscape features shall be reported to the Owner within five business days of the date of the site visit.

APPENDIX 1

APPENDIX 3

APPENDIX 1

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

3.12 FINAL INSPECTION AND ACCEPTANCE

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

Landscape Maintenance Services (Bid No. B-20160210-005)

APPENDIX I

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

1. Alabama General Contractor's License for Special Construction (HS-S), with sub classification "Landscape", with a minimum bid limit of A - \$100,000.00; hold a Professional Service Permit from AL Dept. of Agriculture.
2. Bidder must carry the following types of insurance with minimum coverage limits as specified below:
  - A. Worker's Compensation; as required by law
  - B. Employer's Liability; \$500,000 each occurrence
  - C. Bodily Injury, except auto; \$500,000 each occurrence
  - D. Property Damage, except auto; \$500,000 each occurrence
  - E. Excess Umbrella; \$1,000,000 each occurrence

Bidder must furnish the city with (a satisfactory) certificate of insurance specifically naming the City of Mountain Brook and Ernest O'Neal Library as additional insured's. During the term of this contract, the contractor shall furnish the City evidence of the renewal of all insurance policies at least sixty (60) days prior to their expiration.

3. 5 years experience in commercial or institutional landscape installation projects operating as the same company.
4. A minimum of 5 projects completed or ongoing in the last 5 years 2007-2012 (show corresponding values over the life of the contract) with work including the following:
  - A. Landscape installation work
  - B. Landscape maintenance work
  - C. Minimum contract duration period of twenty-four (24) consecutive months
5. Contractor must employ two or more ~~handmen~~ field supervisors with at least one of the following qualifications:
  - A. Is certified by the Alabama Nurseryman's Association
  - B. Holds a Bachelor's degree in Horticulture or related field from an accredited college or university
  - C. Has a State Setting of Landscape Plants License.
  - D. Holds a Commercial Applicator permit in the category of Ornamental and Turf Pest Control from the Alabama Department of Agriculture and Industries.

Additionally, provide the following information:

- 1. List any construction projects performed for the City of Mountain Brook during the last five (5) years, 2007-2012; include the project name, contract amount, completion date, and percentage of

Landscape Maintenance Services (Bid No. B-20160210-005)

APPENDIX I

APPENDIX 3

work performed with contractor's own forces. List all projects and/or maintenance contracts in which your firm is presently involved.

2. List and provide brief explanation, including the resolution, of any disputes or conflicts with the City of Mountain Brook for any previous projects.
3. List lawsuits your firm has filed, or has had filed against it within the last 10 years with regard to projects from above; include details. List any lawsuits in which your firm is presently involved, either as a plaintiff or as a defendant. The City of Mountain Brook reserves the right to require a detailed explanation of all such lawsuits.
4. Is your firm or any member of the firm barred from doing work for any local, state, or the federal government?
5. List and document key personnel and their experience; include certification or license numbers as applicable. List must include at least one degree horticulturalist (or closely related profession) and one person with a current commercial applicators license.
6. Letter from a Surety Company stating your firm's bonding capacity.
7. Other pertinent documentation to substantiate your firm's competence and financial responsibility, including a copy of your firm's most recent audited and unmodified financial statements.

Landscape Maintenance Services (Bid No. B-20160210-005)

APPENDIX I

**FORM CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of April, 2016, by and between MOUNTAIN BROOK, ALABAMA ("CONTRACTOR") and THE CITY OF

WHEREAS, Contractor has been determined by the City to be the lowest responsible bidder in response to the City's invitation to bid for Landscape services, dated March 14, 2016, and

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

NOW, THEREFORE, this agreement:

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

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

ATTEST CONTRACTOR  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST THE CITY OF MOUNTAIN BROOK, ALABAMA  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Landscape Maintenance Services (Bid No. B-20160210-005)

APPENDIX I

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND

DATED \_\_\_\_\_, 2016

THIS ADDENDUM ("this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and \_\_\_\_\_ ("the Contractor") dated \_\_\_\_\_, 2016.

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 in (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. This 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 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 in a proceeding 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 proceedings is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
- 3. **Attorney's Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.
- 4. **Late Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City

Landscape Maintenance Services (Bid No. B-20160210-003)

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APPENDIX I

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.

- 1. **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 claims, 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 priority 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.
- 4. **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, or 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 employees who is personally familiar with the Contractor's hiring practices to create 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

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APPENDIX 3

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, attorney's 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 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Contractor \_\_\_\_\_ City of Mountain Brook, Alabama

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

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NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA ("ALABAMA IMMIGRATION COMPLIANCE CONTRACT"). As a Contractor, as defined in the Act, to THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City"), it is critical to your relationship (future or continuing) with the City that you 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. Accordingly, please provide your Affidavit of Immigration Compliance with attached E - Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the City immediately. Effective January 1, 2012, every contract entered into by the City a contractor will contain the following clause or one substantially similar: 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 employees who is personally familiar with the Contractor's hiring practices to create 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, attorney's 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. To the extent that there is no formal written contract between the City and the Contractor (e.g., where business is conducted by purchase order), this document shall serve as the Alabama Immigration Compliance Contract. Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below: \_\_\_\_\_ Contractor Officer or Owner Signature/Date \_\_\_\_\_ Print

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APPENDIX I

Name/Title/Company Please execute and return to THE CITY OF MOUNTAIN BROOK, ALABAMA within the next 10 days.

AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR TO A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA (To be completed as a condition for the award of any [sub]contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state - funded entity to a business entity. TO BE RETURNED TO THE CONTRACTOR OR GRANTEE OF THE CITY OF MOUNTAIN BROOK, ALABAMA) City of Mountain Brook, Alabama FORM FOR SECTIONS 9 (a) and (b) BEASON - HAMMOND ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31 - 13 - 9 (a) and (b) State of \_\_\_\_\_ County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows: As a condition for the award of any [sub]contract, [sub]grant, or incentive by the State of Alabama, any political subdivision thereof, or any state - funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/[sub]contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E - Verify program. (ATTACH A COPY OF YOUR ORGANIZATION'S E - VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE BUSINESS ENTITY/EMPLOYER/SUBCONTRACTOR IS ENROLLED IN THE E - VERIFY PROGRAM.) I further attest that all sub - contractors in my employment are duly enrolled in the E - Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant (an Officer or Owner of [Sub]Contractor) \_\_\_\_\_ E - Verify User Identification Number Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016. I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be. Signature and Seal of Notary Public My Commission Expires: \_\_\_\_\_ (Seal)

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Landscape Maintenance Services (Bid No. B-20160210-005)

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Form with multiple sections, including a table with columns for 'Request for Proposal' and 'Investigation Number and Description'. The form contains various fields for project details, dates, and administrative information.

APPENDIX 1

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2016-047

AGREEMENT

Item	Item Description	Price	Quantity	Total	Notes
1	City Hall	51,277.00	1	51,277.00	
2	Fee Administration	584.85	1	584.85	
3	Fee Public Area	401.95	1	401.95	
4	Fee Stairwell	733.00	1	733.00	
5	Fee Lobby	115.41	1	115.41	
6	Fee Elevator	450.00	1	450.00	
7	Fee Restroom	1,349.00	1	1,349.00	
8	Fee Conference Room	1,349.00	1	1,349.00	
9	Fee Storage Room	1,349.00	1	1,349.00	
10	Fee Janitor	1,349.00	1	1,349.00	
11	Fee Security	1,349.00	1	1,349.00	
12	Fee Maintenance	1,349.00	1	1,349.00	
13	Fee Cleaning	1,349.00	1	1,349.00	
14	Fee Pest Control	1,349.00	1	1,349.00	
15	Fee Fire Alarm	1,349.00	1	1,349.00	
16	Fee Fire Extinguisher	1,349.00	1	1,349.00	
17	Fee Fire Drills	1,349.00	1	1,349.00	
18	Fee Fire Escape	1,349.00	1	1,349.00	
19	Fee Fire Alarm Test	1,349.00	1	1,349.00	
20	Fee Fire Alarm Maintenance	1,349.00	1	1,349.00	
21	Fee Fire Alarm Battery	1,349.00	1	1,349.00	
22	Fee Fire Alarm Control Panel	1,349.00	1	1,349.00	
23	Fee Fire Alarm Sounder	1,349.00	1	1,349.00	
24	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
25	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
26	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
27	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
28	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
29	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
30	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
31	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
32	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
33	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
34	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
35	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
36	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
37	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
38	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
39	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
40	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
41	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
42	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
43	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
44	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
45	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
46	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
47	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
48	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
49	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
50	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
51	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
52	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
53	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
54	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
55	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
56	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
57	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
58	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
59	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
60	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
61	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
62	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
63	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
64	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
65	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
66	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
67	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
68	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
69	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
70	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
71	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
72	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
73	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
74	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
75	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
76	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
77	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
78	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
79	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
80	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
81	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
82	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
83	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
84	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
85	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
86	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
87	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
88	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
89	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
90	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
91	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
92	Fee Fire Alarm Gong	1,349.00	1	1,349.00	
93	Fee Fire Alarm Chime	1,349.00	1	1,349.00	
94	Fee Fire Alarm Buzzer	1,349.00	1	1,349.00	
95	Fee Fire Alarm Whistle	1,349.00	1	1,349.00	
96	Fee Fire Alarm Bell	1,349.00	1	1,349.00	
97	Fee Fire Alarm Horn	1,349.00	1	1,349.00	
98	Fee Fire Alarm Strobe	1,349.00	1	1,349.00	
99	Fee Fire Alarm Siren	1,349.00	1	1,349.00	
100	Fee Fire Alarm Gong	1,349.00	1	1,349.00	

THIS AGREEMENT made the \_\_\_\_\_ day of April, 2016, by and between FALLS FACILITY SERVICES, INC. ("Falls") and THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City").

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

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

NOW, THEREFORE, this agreement:

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

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

ATTEST FALLS FACILITY SERVICES, INC.

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

ATTEST THE CITY OF MOUNTAIN BROOK, ALABAMA

By: Stacy Boone  
Its: City Clerk

By: Tom D. Cook  
Its: Mayor

APPENDIX 4

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND FALLS FACILITY SERVICES, INC. DATED APRIL 11, 2016

THIS ADDENDUM ("the this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Falls Facility Services, Inc. ("the Contractor") dated April 11, 2016.

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.

- Definitions.** For purposes of this Addendum, the terms below have the following meanings:
  - "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
  - "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.
  - "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.
- 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.
- 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.

- 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.
- Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
- 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.
- 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.
- 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 Deason-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 Bosson-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 11th day of April, 2016.

Falls Facility Services, Inc.

City of Mountain Brook, Alabama

By: \_\_\_\_\_

By: *Sam D. Givson*

Its: \_\_\_\_\_

Its: \_\_\_\_\_



Falls Facility Services, Inc.

1911 Jefferson Avenue, SW • Birmingham, AL 35211

P: 205.925.2594 • F: 205.925.9760 • fallsfacilityservices.com



APPENDIX 4

Professional Janitorial Service Proposal

Prepared for:

**City of Mountain Brook**  
 58 Church Street  
 Mountain Brook, Alabama 35213

Submitted By:

**Falls Facility Services, Inc.**  
 1911 Jefferson Ave SW  
 Birmingham, Alabama 35211  
 Teresa Patis  
 Sales & Marketing  
 205-925-2594  
 Fax: 205-925-9760  
 teresa@fallsfacilityservices.com  
 fallsfacilityservices.com



March 28, 2016

INVITATION TO BID FOR JANITORIAL SERVICES  
 CITY OF MOUNTAIN BROOK  
 58 CHURCH STREET  
 MOUNTAIN BROOK, ALABAMA 35213  
 OFFICE OF PURCHASING AGENT  
 BIDDING DOCUMENT COVER SHEET

Advised this date: February 26, 2016 Bids to be opened: April 8, 2016 at 10:00 a.m.

Bid opening location: Mountain Brook City Hall  
58 Church Street  
Mountain Brook, Alabama 35213

Notes and guidelines:

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

All prospective bidders must attend the mandatory pre-bid conference on March 16, 2016 (see Janitorial Bid Calendar) to be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (44-16-50, et seq. (1975); Appendix 1). Bidders will also be required to demonstrate compliance with the Alabama Immigration Act.

All bidders must use the bid form provided by the City for the service. The Bid Cover Sheet should be completed and submitted with the bid. Bids completed on manual bids will not be accepted and bids shall be clearly marked "SEALED BID" and indicate on the outside of the envelope the project ("JANITORIAL SERVICES BID") for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids. The City reserves the right to accept or reject any or all bids and to waive formalities.

*Sam D. Givson*  
 Sam D. Givson, Purchasing Agent

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

SPECIFICATIONS (ATTACHED) ARE FOR JANITORIAL SERVICES, INCLUDING CARPET CLEANING FOR MOUNTAIN BROOK CITY HALL OFFICES LOCATED AT 58 CHURCH STREET, AND FIRE DEPARTMENT (ADMINISTRATIVE OFFICES, PUBLIC AREA, STAIRWELL, AND TRAINING ROOM) LOCATED AT 102 TUDHOPE STREET.

CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM  
APRIL 6, 2016

Bid Description	Locations	Specifications	Frequency	Monthly Fee
1. City Hall	Item 2.1-2.23	As specified		\$ 964.85
2. Fire Department Administrative Offices	Item 2.1-2.23	As specified		\$ 401.95
3. Fire Department Public Area	Item 2.1-2.23	As specified		\$ 315.25
4. Fire Department Stairwell	Item 2.1-2.23	As specified		\$ 272.05
5. Fire Department Training Room	Item 2.1-2.23	As specified		\$ 185.43
Monthly Total				\$ 2,139.63
Includes entire building including stair well and Chamber of Commerce offices				
Cost per service below				
The fees for the services listed in 7-10 below are included in items 1-6 above. Should City request additional cleaning services, following are the amounts for each service. Item 11 below was added to clarify specifications 2.23 and 2.24 (see "Bid for Janitorial Services Addendum (#B-20160208-009)")				
7. City Hall (first floor)	Item 2.19	Interim maintenance carpet cleaning		\$ 577.76
8. City Hall (first floor)	Item 2.20	Restorative carpet cleaning		\$ 665.00
9. City Hall (second floor)/Fire Administrative Offices	Item 2.19	Interim maintenance carpet cleaning		\$ 1,000.00
10. City Hall (second floor)/Fire Administrative Offices	Item 2.20	Restorative carpet cleaning		\$ 1,369.00
11. City Hall/Fire AND Police buildings (Cost per one time service. Service shall be performed twice annually in June and December)	Item 2.24	Exterior window cleaning (to be invoked upon completion of each service)		\$ 1,800.00

Bid for Janitorial Services Addendum (#B-20160208-009) City of Mountain Brook  
56 Church Street  
Mountain Brook, Alabama 35213

- Bid opening date and time: Wednesday, April 6, 2016, 10:00a.m. Council Chamber (Room A106)
- Square footage statistics (approximations):
  - City Hall (17,344 SF) & Chamber (475 SF) - 17,819 SF
  - Fire Admin (4,455 SF), Training (616 SF) & Public Areas (480 SF) - 5,551 SF
  - Approximate square feet (SF) total - 23,370 SF
- Specification 2.23 "Clean all exterior and interior glass/windows" is hereby modified and a new section 2.24 has been added as follows:
  - 2.23 Clean all interior glass/windows in City Hall/Chamber building and Fire Administration and Fire Training areas.
  - 2.24 In June and December, clean ALL exterior windows of both City Hall/Fire building AND Police building. (NOTE: The Standard Bid Form has also been modified to include an itemization of the exterior window cleaning. The final fee for the semi-annual window cleaning shall be presented upon completion of each said service [i.e., shall not be included in the monthly invoice/billing].)

CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM  
APRIL 6, 2016

Bid Description	Locations	Specifications	Frequency	Monthly Fee
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3. Fire Department Public Area	Item 2.1-2.23	As specified		\$ 315.25
4. Fire Department Stairwell	Item 2.1-2.23	As specified		\$ 272.05

APPENDIX 4

5. Fire Department Training Room	Item 2.1-2.23	As specified	\$ 185.43
6. Monthly Total \$ 2,139.63			
Includes entire building including stair well and Chamber of Commerce offices			
Cost per service below			
The fees for the services listed in 7-10 below are included in items 1-6 above. Should City request additional cleaning services, following are the amounts for each service. Item 11 below was added to clarify specifications 2.23 and 2.24 (see "Bid for Janitorial Services Addendum (#B-20160208-009)")			
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10. City Hall (second floor)/Fire Administrative Offices	Item 2.20	Restorative carpet cleaning	\$ 1,369.00
11. City Hall/Fire AND Police buildings (Cost per one time service. Service shall be performed twice annually in June and December)	Item 2.24	Exterior window cleaning (to be invoked upon completion of each service)	\$ 1,800.00

CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM - CONTINUED  
APRIL 6, 2016

MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be notarized:  
Sworn to and subscribed before me on this 24th day of March 2016.

*Mary Helen Falls*  
Notary Public



Commission Expiration Date

BIDDER: FALLS FACILITY SERVICES, INC.

ADDRESS: 1911 JEFFERSON AVENUE SW

CITY: BIRMINGHAM

STATE: AL

ZIP: 35211

TELEPHONE: 205.925.2594

DATE: 3/29/16

JANITORIAL SERVICES

Mountain Brook City Hall
54 Church Street
Mountain Brook, Alabama 35215

Mountain Brook Fire Department
(Administrative Offices, Public Area, Stairwell, and
Training Room Only)
182 Tibbet Street
Mountain Brook, Alabama 35215

The City of Mountain Brook wishes to enter into a three (3) year jointed services contract for its City Hall (first
located at 54 Church Street (including stairwell, elevator, and adjacent Chamber of Commerce offices) and for Fire
Department (administrative offices, public area, stairwell, and training room) located at 182 Tibbet Street Mountain
Brook, Alabama 35215.

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

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

The successful bidder shall be responsible for damages caused in provision and account by bidder's employees
and fleet by bidder's employees.

In order to ensure that the successful bidder adheres to the cleaning schedule outlined herein, the City shall be
entitled to a credit (reduction) in the monthly fee in the amount of \$135.00 for each daily cleaning not performed as
scheduled herein.

City shall be entitled to a credit for each day that a cleaning service is missed due to inclement weather. The
credit shall be prorated based the average daily cost of the monthly billing amount multiplied by the number of days
missed.

Successful bidder shall present the City of Mountain Brook with an invoice no later than the first of each month for
the preceding month's work. No work will be paid in advance. Payment shall be for three (3) years from May 2,
2014 through April 30, 2017.

Note: The City of Mountain Brook participates in a recycling program. All recyclables shall be removed
from the City Hall, and Fire offices and emptied into the appropriate recycling carts located at the Library 50 Oak Street,
Mountain Brook, AL 35215 (across street from City Hall and Fire Department).

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

1. Cleaning Requirements-City Hall and Fire Department. Successful bidder is to furnish all labor,
material and equipment necessary to perform janitorial services for the Mountain Brook City Hall offices located at 54
Church Street (including the elevator, stairwell, and adjacent Chamber of Commerce offices), and for Fire Department
Administrative offices (second floor), Fire Administrative public area and restrooms (first floor), Fire Department
Stairwell, and Fire Department Training Room located at 182 Tibbet Street.

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

Cleaning will generally be performed five (5) days per week (Monday through Friday) after normal office hours
unless specified otherwise. Areas to be cleaned are all offices, City Council Chambers, hallways, break rooms,
elevators, stairwells, and restrooms. In the event that time constraints in the City Council Chamber (generally Monday and
Wednesday) prevent Contractor from cleaning the City Council Chamber or other such area, Contractor shall arrive
early the next morning to clean such areas in City Hall. In the event a scheduled cleaning service is missed or cancelled
for any reason (e.g., due to inclement weather), the City shall be due a credit equal to the average daily service fee.

Daily Cleaning Schedule - City Hall and Fire Administrative Offices (second floor), Fire public area and
restrooms (first floor), Fire Department stairwell, and Fire Department training room.

2.1. Vacuum (upright commercial-grade model) and sweep all floors, carpet and rugs (including stairs to
main entrance of City Hall and the stairwell on the Fire Administrative side of the building) and spot
clean all carpets as necessary with manufacturer recommended spot cleaning solution.

[NOTE: The vacuum cleaner shall be provided by the janitorial services. The vacuum cleaner should
have the Carpet and Rug Institute's seal of approval through their Green Label Certification Program. Top level dust bag
machines with HEPA filters are strongly recommended. Heavy powered vacuum
cleaners are expressly prohibited. See manufacturer's specifications for further information.]

2.2. Dusty mop all VCT tile floors (including but not limited to break rooms, entrance halls, elevators,
restrooms, and basement level elevator access hallway and Fire Department foyer on the first floor and
the Fire Department Training Room) using manufacturer recommended or equivalent detergent. Wet
mop all concrete tile floors using warm neutral or alkaline detergent (using a single-brush machine if
necessary) and rinse with clear water.

2.3. Clean all restrooms thoroughly (disinfect fixtures, floors, surfaces, and all surfaces) and rest towel,
clean and soap dispensers, and clean mirrors (including Fire Chief's restrooms, Fire Administrative
restrooms, and Fire Department public area on the first floor).

2.4. Empty all trash cans, including recycling bins and shredders in the appropriate sort located behind the
Library (trash and recycling shall be bagged separately before dumping into the sort or dumpster).

2.5. (City Hall, second floor Fire Administrative Offices, and first floor Fire public area): Clean
kitchen/break room and coffee service area. All counter tops, tables, chairs, and appliances shall be
wiped clean and disinfected. Cabinet fronts shall be spot cleaned. Rest towel and soap dispensers as
necessary. Clean table tops in the Fire Department Training Room.

2.6. Sweep around all outside entrances to building to remove debris and spider webs, and remove cigarette
and trash from food area and package area inside outside doors.

2.7. Change interior and exterior light bulbs as needed.

2.8. Elevators: Wipe down walls and doors as necessary to remove fingerprints and other marks, sweep (or
vacuum floors) and empty trash.

2.9. Main service mail: Close all glass windows.

Other Cleaning Services Weekly

2.10. Clean counter tops and spot clean cabinet doors and surfaces in copy/print rooms.

2.11. Potholes and woodwork shall be dusted including the main stairs (wood, tile, and basement) located at
the foyer of City Hall.

2.12. Buff all tile floors as recommended by manufacturer.

2.13. Clean fronts of all windows.

2.14. Clean doors, glass doors, door pulls, plates and levers, door frames, and baseboards.

2.15. Clean stove, including oven area, microwave, and refrigerator (more often if needed) in the City Hall
break room and City Hall and Fire Administration coffee service area.

2.16. Clean kick-plates on doors.

CITY OF MOUNTAIN BROOK
JANITORIAL STANDARD BID FORM - CONTINUED
APRIL 8, 2016

MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be returned.
Signed and subscribed before me on this 29th day of March, 2016.
Mary Helen Falls, Notary Public



BIDDER: FALLS FACILITY SERVICE, INC.
ADDRESS: 1911 JEFFERSON AVENUE SW
CITY: BIRMINGHAM STATE: AL ZIP: 35211
TELEPHONE: 205.925.2594 DATE: 3/29/16

APPENDIX 4

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

Cleaning will generally be performed five (5) days per week (Monday through Friday) after normal office hours
unless specified otherwise. Areas to be cleaned are all offices, City Council Chambers, hallways, break rooms,
elevators, stairwells, and restrooms. In the event that time constraints in the City Council Chamber (generally Monday and
Wednesday) prevent Contractor from cleaning the City Council Chamber or other such area, Contractor shall arrive
early the next morning to clean such areas in City Hall. In the event a scheduled cleaning service is missed or cancelled
for any reason (e.g., due to inclement weather), the City shall be due a credit equal to the average daily service fee.

Daily Cleaning Schedule - City Hall and Fire Administrative Offices (second floor), Fire public area and
restrooms (first floor), Fire Department stairwell, and Fire Department training room.

2.1. Vacuum (upright commercial-grade model) and sweep all floors, carpet and rugs (including stairs to
main entrance of City Hall and the stairwell on the Fire Administrative side of the building) and spot
clean all carpets as necessary with manufacturer recommended spot cleaning solution.

[NOTE: The vacuum cleaner shall be provided by the janitorial services. The vacuum cleaner should
have the Carpet and Rug Institute's seal of approval through their Green Label Certification Program. Top level dust bag
machines with HEPA filters are strongly recommended. Heavy powered vacuum
cleaners are expressly prohibited. See manufacturer's specifications for further information.]

2.2. Dusty mop all VCT tile floors (including but not limited to break rooms, entrance halls, elevators,
restrooms, and basement level elevator access hallway and Fire Department foyer on the first floor and
the Fire Department Training Room) using manufacturer recommended or equivalent detergent. Wet
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necessary) and rinse with clear water.

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clean and soap dispensers, and clean mirrors (including Fire Chief's restrooms, Fire Administrative
restrooms, and Fire Department public area on the first floor).

2.4. Empty all trash cans, including recycling bins and shredders in the appropriate sort located behind the
Library (trash and recycling shall be bagged separately before dumping into the sort or dumpster).

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kitchen/break room and coffee service area. All counter tops, tables, chairs, and appliances shall be
wiped clean and disinfected. Cabinet fronts shall be spot cleaned. Rest towel and soap dispensers as
necessary. Clean table tops in the Fire Department Training Room.

2.6. Sweep around all outside entrances to building to remove debris and spider webs, and remove cigarette
and trash from food area and package area inside outside doors.

2.7. Change interior and exterior light bulbs as needed.

2.8. Elevators: Wipe down walls and doors as necessary to remove fingerprints and other marks, sweep (or
vacuum floors) and empty trash.

2.9. Main service mail: Close all glass windows.

Other Cleaning Services Weekly

2.10. Clean counter tops and spot clean cabinet doors and surfaces in copy/print rooms.

2.11. Potholes and woodwork shall be dusted including the main stairs (wood, tile, and basement) located at
the foyer of City Hall.

2.12. Buff all tile floors as recommended by manufacturer.

2.13. Clean fronts of all windows.

2.14. Clean doors, glass doors, door pulls, plates and levers, door frames, and baseboards.

2.15. Clean stove, including oven area, microwave, and refrigerator (more often if needed) in the City Hall
break room and City Hall and Fire Administration coffee service area.

2.16. Clean kick-plates on doors.

2.17. Sweep leaves and other debris from paved area surrounding courtyard facing Church Street
2.18. Sweep (or vacuum) and dust mop all stairwells from basement to second floor (and dirt handrails)

Every Six (6) Months
2.19. Interior maintenance (between restorative cleanings) - Carpeted areas are to be shampooed/leaned (spot
cleaned daily as needed) in accordance with manufacturer's recommendations.
2.20. Restorative cleaning - Carpeted areas are to be deep cleaned using hot water extraction method in
accordance with manufacturer's specifications.

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

2.21. Window blinds are to be cleaned and dusted.
2.22. All VCT tile floors are to be mopped and waxed at the beginning of the contract using a minimum of two
coats of a high-grade commercial floor polish (using manufacturer recommended commercial floor
polish or equivalent), and at least twice annually thereafter (more often if needed).
2.23. Clean all exterior and interior glass windows.

For questions regarding the City Hall cleaning services, please contact Sam Giamon ([sgiamon@mountainbrook.org](mailto:sgiamon@mountainbrook.org)) at
205-925-3900. For questions regarding the Fire Administration cleaning services, please contact Battalion Chief
David Kennedy ([kennedy.d@mountainbrook.org](mailto:kennedy.d@mountainbrook.org)) at 802-7811.

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

- a. Bidder must have been in business for at least seven (7) years.
b. Bidder must be bonded against loss or theft, or must obtain bonding before contract commences, and
must be licensed to do business within the City of Mountain Brook before contract commences.
c. Bidder must demonstrate compliance with the Alabama Immigration Act, create and submit an
affidavit expressing such compliance, and provide its E-Verify Company Identification Number and/or
E-Verify Memorandum of Understanding.
d. Bidder must have successfully demonstrated the ability to provide quality janitorial services to
municipal or other governmental clients, and must provide at least three (3) governmental or
non-governmental references with the bid proposal.
e. Bidder must have at least twenty (20) employees who provide cleaning services to Bidder's clients, an
account/customer service representative who shall inspect the premises on a monthly basis or more
often if requested, and sufficient administrative staff to respond to the City's needs. Bidders must have
obtained a background check on each employee assigned to the contract, and must submit photocopies
of drivers' licenses for all persons assigned to clean City facilities.
f. Bidder must have the ability and resources to adhere to the cleaning schedule outlined herein, and shall
maintain adequate staff and resources to respond to emergency requests upon reasonable notice not to
exceed four (4) hours of any time.
g. Bidder must carry the following types of insurance with minimum coverage limits as specified below:

Table with 2 columns: Coverage, Minimum Limits. Rows include: General Liability, Workers' Compensation, and As required by law.

Employer's liability \$500,000.00 each occurrence  
 Bodily injury, except auto \$500,000.00 each occurrence  
 Property damage, except auto \$500,000.00 each occurrence  
 Excess umbrella \$1,000,000.00 each occurrence

Each Bidder shall furnish the City with (a collaborative) certificate of insurance specifically naming the City of Mountain Brook as additional insured's. During the term of this contract, the Contractor shall furnish the City evidence of the renewal of all insurance policies at least thirty (30) days prior to their expiration.

JANITORIAL BID CALENDAR

Date Ref.	Date	Time	Event
A	Friday, February 26, 2016		Invitation to bid published by posting.
B	Wednesday, March 16, 2016	2 p.m.	Mandatory pre-bid meeting and walk-through (meet at 56 Church Street, Mountain Brook, AL 35213). Tour includes City Hall, Fire Administration and Fire Department Public areas.
C	Friday, March 25, 2016	5 p.m.	Deadline for bidders' request for information or clarification.
D	Tuesday, March 29, 2016	5 p.m.	City shall issue an addendum in response to any questions received from bidders by (Date Ref. C.)
E	Wednesday, April 6, 2016	2 p.m.	Sealed bid opening.
F	Monday, April 11, 2016	7 p.m.	City Council meeting at which time the bid is expected to be formally awarded.
G	Wednesday, April 11, 2016	Before 5 p.m.	Notice of bid award e-mailed to all bidders.
H	Wednesday, April 28, 2016	Before 3 p.m.	Provide the City with 1) the Alabama Immigration Act Affidavit, 2) B-Verify Company Identification Number and/or Memorandum of Understanding, and 3) certificate of insurance specifically naming the City of Mountain Brook as additional insured.
I	Friday, April 27, 2016	Before 3 p.m.	Deadline for successful bidder to obtain a City of Mountain Brook business license.
J	Monday, May 2, 2016	After 6 p.m.	Commencement of services.
K	Monday, May 16, 2016		Completion of the initial cleaning as described in the bid specifications (section 2).

Falls Facility Services, Inc.  
 1911 Jefferson Ave SW  
 Birmingham, Alabama 35211



March 28, 2016

Steve Boone  
 City of Mountain Brook  
 56 Church Street  
 Mountain Brook, Alabama 35213

Dear Steve,

Subject: Janitorial Service Proposal - City of Mountain Brook 56 Church Street, Mountain Brook, Alabama 35213

Thank you for allowing Falls Facility Services, Inc. to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility and to provide them with the necessary information. So again, thank!

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Falls Facility Services, Inc. we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Falls Facility Services, Inc. we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

*Chara Kelly*

APPENDIX

Falls Facility Services, Inc.

ACORD 25 (01/14/99) **CERTIFICATE OF LIABILITY INSURANCE** PA112-1 OF 15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY DESCRIBED BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR INSURANCE AGENT AND THE CERTIFICATE HOLDER.

INSURANCE: If the certificate holder is an ADDITIONAL INSURED, no premium shall be imposed. If ADDITIONAL INSURANCE is required, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in any of such endorsements.

INSURER: Falls Facility Services, Inc.  
 1911 Jefferson Avenue S.W.  
 Birmingham, AL 35211

INSURANCE: Commercial General Liability  
 Primary & Actual Aggregate Limits: \$1,000,000  
 Aggregate: \$1,000,000  
 Limits: \$1,000,000  
 Deductible: \$0

COVERAGE: **GENERAL LIABILITY**

TYPE OF COVERAGE	DESCRIPTION	START DATE	END DATE	AMOUNT	STATUS
A	Commercial General Liability	01/01/2016	01/01/2017	\$1,000,000	Active
B	Automobile Liability	01/01/2016	01/01/2017	\$1,000,000	Active
C	Umbrella Liability	01/01/2016	01/01/2017	\$1,000,000	Active

ENDORSEMENTS: **ADDITIONAL INSURED** - City of Mountain Brook

CANCELLATION: **NOTICE** - 30 days written notice to the City of Mountain Brook

INSURANCE AGENT: *Janet R. Rice*

ACORD 25 (01/14/99) The ACORD name and logo are registered marks of ACORD



JANITORIAL REFERENCES

Mr. John Woods  
 JCCEO  
 300 8th Avenue West  
 Birmingham, Alabama 35204  
 (205) 327-7500

Office Complex  
 60,000 sq. ft.  
 Service Since 1996

James Dickinson  
 CB Richard Ellis - Wells Fargo Building  
 200 Wildwood Parkway W0113-010  
 Homewood, Alabama 35209  
 (205) 943-6350

Office Complex  
 150,000 sq. ft.

Tawanda Heard  
 Citicorp Trust Bank  
 1700 3rd Ave North  
 Birmingham, Alabama 35203  
 205-214-3020

Banking Facility  
 50,000 sq. ft.

Lee Brewer  
 Simon-Williamson  
 833 Princeton / P.O. Box 190058  
 Birmingham, Alabama 35219  
 (205) 206-8253

Health Care Facility  
 95,000 sq. ft.

Mike Johnson  
 Pike County Schools  
 101 West Love Street  
 Troy, Alabama 36081  
 (334) 566-6937

All Troy Schools K-12 Educational  
 398,000 sq. ft.

**COMPANY PROFILE**  
**HEADQUARTERS:** 1911 Jefferson Avenue, SW Birmingham, AL 35211

**YEARS IN SERVICE:** 54 years

**ROOTS:** Our ultimate goal is to provide our "white glove stamp of approval" to our customers.

**SPECIALIZING IN:** Comprehensive facility services and management

**THE AWARD WE MOST COVET:** Featured as the Top Largest Minority Owned Business in the Birmingham Business Journal for the Last 7 Years

**3 Quick Things You Don't Know About Us**

1. Our purpose is to provide sustainable services that enhance the triple bottom line of people, planet, and profit. These standards are guided by our CIMS Expert on staff.
2. We believe our communication from management to the crew ensures success and trust among our clients.
3. We are committed to our community as the #1 company for hiring minorities.

**Who We Are X 3**

1. **OUR DEFINITION OF SUCCESS:** Is our ability to meet the diverse needs of our clients and employees through effective communication.
2. **CUSTOMER SERVICE:** We provide a quality centered culture directed by specific values, principles, and guidelines.
3. **THREE WORDS THAT DESCRIBE OUR WORK FOR CLIENTS:**  
Committed, Reliable, and Experienced



**ABOUT US**

**Our Mission:** is to provide sustainable facility services that meet and exceed our customer's needs through innovation, technology, and total quality management

Established in 1959, we have over 50 years of commercial cleaning and facility management experience. We are a local company offering personal, committed, and responsive services to a variety of facilities and industries.

Our well-trained staff ensures customer satisfaction exceptional service, and customized building maintenance

**WE VALUE CLEAN...**

In today's economy Falls Facility Services is a vital investment. It is all about productivity, image enhancement, and asset preservation at your facility. We strive to produce healthy, happy, buildings for your employees and customers. Let Falls increase your productivity and reduce your bottom line. We create the value in clean!

**HEALTHY**

**HAPPY**

**BUSINESSES**

We believe in being a local and regionally focused company, ensuring the attention, responsiveness, and trust that you will not find in your larger national and franchised facility service contractors

Our purpose is to provide sustainable services that enhance the triple bottom line of people, planet, and profit. These standards are guided by our CIMS Expert on staff

Our experience modification rate is 15% better than the industry average. We practice effective safety and claims management.

**WHY YOU CAN BELIEVE IN...**

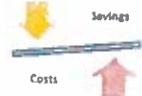
Our objectives are to provide a clean, safe, and eco-friendly facility for your customers and employees.

We place a value on clean through:

Health: protecting your occupants lowers less absenteeism and more productivity

Environment: we use sustainable products and equipment that effectively sanitize but are less harmful to the environment

Profitability: we increase the bottom line through image enhancement, asset preservation, and energy savings.



APPENDIX 4



**LET US CUSTOMIZE YOUR BUILDING AND SERVICES**

<p><b>SERVICES</b></p> <p>Custodial Services                  Residential Services                  Restroom Consumable Products                  Construction &amp; Emergency Cleanups                  Solid Waste Removal                  Temporary Help                  Parking Lot Maintenance                  Office Moves                  Conference Room Setups                  Pressure Washing                  Carpet Care &amp; Floor Care</p> <p><b>ADDITIONAL SERVICES</b></p> <p>Day Porters                  Emergency Clean-Ups                  One-Time Cleaning                  Consumable Products</p>	<p><b>OFFICES</b>                  Services specific to your facility:                  General Office/Tenant spaces                  Restrooms                  Kitchen/Break rooms</p> <p><b>MEDICAL FACILITIES</b>                  Services specific to your facility:                  Exam Rooms                  Restrooms                  Medical Offices</p> <p><b>AIRPORTS</b>                  Services specific to your facility:                  Front Ticket Counter Desk                  Restrooms                  Gate Counter Desk                  Break rooms                  Plane Cabin</p>	<p><b>CHURCHES</b>                  Services specific to your facility:                  Sanctuary                  Restrooms                  Conference rooms                  Fellowship/Meeting rooms                  Kitchen/Break rooms                  General Office Space                  Classrooms</p> <p><b>RETAIL</b>                  Services specific to your facility:                  Entrance                  Sales Floor                  Restrooms                  Kitchen/Break rooms</p> <p><b>EDUCATIONAL FACILITIES</b>                  Services specific to your facility:                  Classrooms                  Lobby/Administrative Office                  Conference room/Lounge</p>
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LOCAL • PERSONAL • SERVICES

**SOUTHERN REGION MINORITY SUPPLIER DEVELOPMENT COUNCIL**

THIS CERTIFIES THAT  
**Falls Facility Services, Inc.**

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and is supported by the Southern Region Minority Supplier Development Council.

\*NMSDC Code(s): 681736; 681720

\*Description of their production/service as defined by the North American Industry Classification System (NAICS)

December 4, 2014

Issued Date

December 31, 2015

Expiration Date

6830365  
 Certificate Number  
 President, NMSDC

By using your signature through NMSDC only payment, NMSDC Corporate Members may view the original certificate by logging in at [www.nmsdc.org](http://www.nmsdc.org)





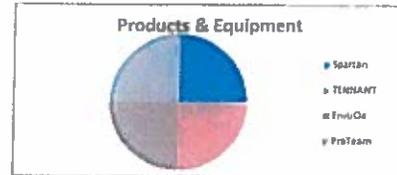
**Insurance Certificate**

**PROFESSIONAL PRODUCTS**

**S**tandardization: It means that the selected activities, task, procedures and strategy of the cleaning process are the same everywhere, based on "best practices."

Our vendor alliances ensure that the equipment and products used in your facility are designed to meet key customer expectations, company performance requirements, and service quality goals in a uniformly defined way.

The products and equipment seen in the diagram below are equally active in providing high quality and consistent customer satisfaction with our service



**SPARTAN**  
The use of Spartan's products is based on their dedication of promoting environmental and green practical solutions since 1990. Spartan has a complete comprehensive chemical product offering. Every facility is different and has their own unique challenges to provide proper sanitary maintenance and cleaning. Big or small, water access or not, we have a chemical product and system that is right for you.

**TERMIANT**  
Terminant's equipment is recognized as a global leader in chemical free cleaning

**ENVIROOX**  
a "no water way to clean" H2Orange2 is a patented combination of Hydrogen Peroxide, Citrus Oil & Ready Biodegradable Surfactants. The synergy of these ingredients gives H2Orange2 the ability to significantly reduce the toxicity of a cleaning system & minimize detergent residue, without sacrificing cleaning power

**ProTeam**  
The ProGuard 10 HEPA Vacuum is designed specifically for critical area cleaning and renovation applications requiring a certified HEPA filter. HEPA Vacuum filters particulate down to 0.3 microns at 99.97% efficiency and meets the EPA's definition of a HEPA Vacuum under the RRP Rule.

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**SMARTCOLOR CLEANING**

Falls Facility Services, Inc. utilizes the SmartColor Cleaning System which combines superior cleaning technology with the productivity and sanitation benefits of visual coding. The ergonomic cleaning products are color coded to ensure that our employees easily organize both their equipment and their workday at your facility. The results are improved performance, better sanitation and cleaner facilities.

Because every facility is unique, Falls Facility Services, Inc. is confident that SmartColor will meet the changing needs of your business. SmartColor distinct color coding systems provides the following:

- Improved Training and Communication
- Eliminates Cross Contamination
- Increases Employee Performance
- Enhances Building Safety
- Preserves Facility Assets
- Deters Chemical Abuse and Misuse
- Simplifies Supply Management

Falls Facility Services, Inc. also uses microfiber mops and cloths. Microfiber is a strong, wet free synthetic fiber. The tiny fibers make the fabric very absorbent, so the mop holds sufficient water for cleaning, yet doesn't drip. As a result, the pad doesn't need to be replenished and the floor is merely damp and quickly dries after cleaning, rather than being visibly wet.

The microfibers have a positive charge that attracts dust, which has a negative charge. Dust and dirt particles are not only attracted to the microfiber, but are held tightly and not redistribute around the room.

There are several benefits to using the microfiber cloths and mops:

- Pollution Prevention and Reduction of chemical Hazards
- Biological Hazards are Reduced
- Microfiber mopping Streamlines Tasks and Takes Less Time
- Effective mopping and dusting techniques
- Mopping and dusting is faster, quieter and less intrusive

**Our Quality Assurance Program**

Periodic Inspections, both written and visual, are performed and recorded on our quality control forms, which are always available for your inspection.

Our Sales and Operations Managers make periodic inspection tours of your facility and keep in contact with your company's representative. They also mandate any inspections that are required by the customer.

The key to our success are our continuous follow-up and follow through of all aspects of services. Thorough training of all employees is key to our success.

Falls Facility Services, Inc. allows us to develop innovative cleaning methods, keeps up with the latest technologies in our industry so we can be the best contractor for all your facilities needs.



CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM  
APRIL 4, 2016

Bid Description	Specifications	Frequency	Monthly Fee
1. City Hall	Items 2.1-2.23	As specified	\$
2. Fire Department Administrative Offices	Items 2.1-2.23	As specified	\$
3. Fire Department Public Area	Items 2.1-2.23	As specified	\$
4. Fire Department Stairwell	Items 2.1-2.23	As specified	\$
5. Fire Department Training Room	Items 2.1-2.23	As specified	\$
6.		Monthly Total	\$
* Includes entire building including stair well and Chamber of Commerce offices			
Cost per service			
Fees for the following services are included in items 1-6 above. Should City request additional cleaning services, following are the amounts for each service:			
7. City Hall (first floor)	Item 2.19	Interior maintenance carpet cleaning	\$
8. City Hall (first floor)	Item 2.20	Restorative carpet cleaning	\$
9. City Hall (second floor)/Fire Administrative Offices	Item 2.19	Interior maintenance carpet cleaning	\$
10. City Hall (second floor)/Fire Administrative Offices	Item 2.20	Restorative carpet cleaning	\$

APPENDIX 1

CITY OF MOUNTAIN BROOK  
JANITORIAL STANDARD BID FORM- CONTINUED  
APRIL 4, 2016

MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be returned:  
Signed and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Notary Public \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

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JANITORIAL SERVICES

Mountain Brook Fire Department  
(Administrative Offices, Public Area, Stairwell, and Training Room Only)  
182 Tibbet Street  
Mountain Brook, Alabama 35213

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

The City of Mountain Brook wishes to enter into a three (3) year janitorial services contract for its City Hall offices located at 54 Church Street (including stairwell, elevator, and adjacent Chamber of Commerce offices) and its Fire Department (administrative offices, public area, stairwell, and training room) located at 182 Tibbet Street Mountain Brook, Alabama 35213.

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

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

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

In order to ensure that the successful bidder adheres to the cleaning schedule outlined herein, the City shall be entitled to a credit (reduction) in the monthly fee in the amount of \$123.00 for each daily cleaning not performed as scheduled herein.

City shall be entitled to a credit for each day that a cleaning service is missed due to inclement weather. The credit shall be prorated based on the average daily cost of the monthly billing amount multiplied by the number of days missed.

Successful bidder shall present the City of Mountain Brook with an invoice no later than the first of each month for the preceding month's work. No work will be paid in advance. Contract shall be for three (3) years from May 2, 2016 through April 30, 2019.

Note: The City of Mountain Brook participates in a recycling program. All recyclables shall be removed from the City Hall, and Fire offices and emptied into the appropriate recycling bins located at the Library 10 Oak Street, Mountain Brook, AL 35213 (across street from City Hall and Fire Department).

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

2. Cleaning Requirements-City Hall and Fire Department. Successful bidder is to furnish all labor, material and equipment necessary to perform janitorial services for the Mountain Brook City Hall offices located at 54 Church Street (including the elevator, stairwell, and adjacent Chamber of Commerce offices), and its Fire Department Administrative offices (second floor), Fire Administrative public area and stairwell (first floor), Fire Department Stairwell, and Fire Department Training Room located at 182 Tibbet Street.

APPENDIX 1

The successful bidder must give preference to thorough initial cleaning, to include all ceilings, walls, floors, baseboards, doors, interior glass, mirrors, upholstery, carpets, rugs, and furnishings. Successful bidder will have 28 days (15 business days to complete initial cleaning).

Cleaning will generally be performed once (1) days per week (Monday through Friday) after normal office hours unless specified otherwise. Areas to be cleaned are all offices, City Council Chambers, hallways, break rooms, elevators, stairwells, and restrooms. In the event that late meetings in the City Council Chamber (generally Monday and Wednesday) prevent Contractor from cleaning the City Council Chamber or other such area, Contractor shall arrive early the next morning to clean such areas in City Hall. In the event a scheduled cleaning service is missed or cancelled for any reason (e.g., due to inclement weather), the City shall be due a credit equal to the average daily service fee.

Daily Cleaning Schedule - City Hall and Fire Administrative Offices (second floor), Fire public area and stairwell (first floor), Fire Department stairwell, and Fire Department training room:  
2.1. Vacuum (upright commercial-grade model) and sweep all floors, carpets and rugs (including stairs in main entrance of City Hall and the stairwell on the Fire Administrative side of the building) and spot clean all carpets as necessary with manufacturer recommended spot cleaning solution.

[NOTE: The vacuum cleaner shall be provided by the janitorial service. The vacuum cleaner should have the Carpet and Rug Institute's seal of approval through their Green Label Certification Program. Top load dust bag machines with HEPA filters are strongly recommended. Battery powered vacuum cleaners are expressly prohibited. See manufacturer's specifications for further information.]

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

Other Cleaning Services:

- 2.10. Clean counter tops and spot clean cabinet doors and surfaces in copy/print rooms.
- 2.11. Furniture and upholstery shall be dusted (including the main stairs (wood, vinyl, and baseboards) located at the foyer of City Hall).
- 2.12. Buff all the floors as recommended by manufacturer.
- 2.13. Clean fronts of all cabinets.
- 2.14. Clean doors, glass doors, door pulls, plates and levers, door frames, and baseboards.
- 2.15. Clean stairs, including stone treads, risers, and nosing (more often if needed) in the City Hall break room and City Hall and Fire Administrative coffee service areas.
- 2.16. Clean kick-plates on doors.

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- 2.17. Sweep leaves and other debris from second story roof-top courtyard facing Church Street.
  - 2.18. Sweep for traction and damp mop all stairways from basement to second floor (and dust handrails).
- Every Six (6) Months
- 2.19. Unclean restrooms (between cycloactive cleaning): Carpeted areas are to be shampooed/cleaned upon cleaned daily as needed in accordance with manufacturer's recommendations.
  - 2.20. Cycloactive cleaning: Carpeted areas are to be deep cleaned using hot water extraction method in accordance with manufacturer's specifications.
- (NOTE: With respect to carpet cleaning (2.19 and 2.20 above), the use of a Bonnet or another type of rotary mophead is expressly prohibited pursuant to the manufacturer's warranty.)
- 2.21. Window blinds are to be cleaned and dusted.
  - 2.22. All VCT tile floors are to be stripped and waxed at the beginning of the contract using a minimum of two coats of a high-grade commercial floor polish (using manufacturer's recommended commercial floor polish or equivalent), and at least twice annually thereafter (more often if needed).
  - 2.23. Clean all exterior and interior glass windows.

For questions regarding the City Hall cleaning services, please contact Sara Santos ([sarasantos@mountainbrook.org](mailto:sarasantos@mountainbrook.org)) at 601-350-0. For questions regarding the Fire Administration cleaning services, please contact Battalion Chief David Kennedy ([dkennedy@mountainbrook.org](mailto:dkennedy@mountainbrook.org)) at 601-351-111.

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

- a. Bidder must have been in business for at least seven (7) years.
- b. Bidder must be bonded against loss or theft, or must obtain bonding before contract commences, and must be licensed to do business within the City of Mountain Brook before contract commences.
- c. Bidder must demonstrate compliance with the Alabama Immigration Act, execute and submit an affidavit certifying such compliance, and provide its E-Verify Company Identification Number and/or E-Verify Master status of Understanding.
- d. Bidder must have successfully demonstrated the ability to provide quality janitorial service to municipal or other governmental clients, and must provide at least three (3) governmental or institutional references with the bid proposal.
- e. Bidder must have at least twenty (20) employees who provide cleaning services to Bidder's clients, an active customer service representative who shall report the premises on a monthly basis or, more often if requested, and sufficient administrative staff to respond to the City's needs. Bidders must have obtained a background check on each employee assigned to the contract, and must submit photocopies of drivers' licenses for all persons assigned to clean City facilities.
- f. Bidder must have the ability and resources to adhere to the cleaning schedule outlined herein, and shall maintain adequate staff and resources to respond to emergency requests upon reasonable notice not to exceed four (4) hours at any time.
- g. Bidder must carry the following types of insurance with minimum coverage limits as specified below:

<u>Coverage</u>	<u>Liability Limits</u>
Workers' compensation	As required by law

Employer's liability	\$500,000.00 each occurrence
Bodily injury, except auto	\$500,000.00 each occurrence
Property damage, except auto	\$500,000.00 each occurrence
Automobile	\$1,000,000.00 each occurrence

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

**JANITORIAL BID CALENDAR**

Date Rec	Date	Time	Event
A	Friday, February 26, 2016		Invitation to bid published by posting.
B	Wednesday, March 16, 2016	2 p.m.	Mandatory pre-bid meeting and walk-through (meet at 56 Church Street, Mountain Brook, AL 35227). Tour includes City Hall, Fire Administration and Fire Department Public areas.
C	Friday, March 23, 2016	5 p.m.	Deadline for bidder's request for information or clarification.
D	Tuesday, March 29, 2016	9 a.m.	City shall issue an addendum in response to any questions received from bidders by (Dun Ruz, C.)
E	Wednesday, April 6, 2016	2 p.m.	Solicit bid opening.
F	Monday, April 11, 2016	7 p.m.	City Council meeting at which time the bid is expected to be formally awarded.
G	Wednesday, April 13, 2016	Before 5 p.m.	Notice of bid award e-mailed to all bidders.
H	Wednesday, April 20, 2016	Before 5 p.m.	Provide the City with 1) the Alabama Immigration Act Affidavit, 2) E-Verify Company Status/Status Number and/or Memorandum of Understanding, and 3) certificate of insurance specifically naming the City of Mountain Brook as additional insured.
I	Friday, April 22, 2016	Before 5 p.m.	Deadline for successful bidder to obtain a City of Mountain Brook business license.
J	Monday, May 1, 2016	After 6 p.m.	Commencement of services.
K	Monday, May 16, 2016		Completion of the initial cleaning as described in the bid specifications (within 3).

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

(Acts 1967, Sec. 217, p. 239, §1; Act 1973, No. 1116, p. 2214, §1; Act 1979, No. 79-452, p. 712; Act 1979, No. 79-663, p. 1186; Act 1980, No. 80-421, p. 378; Act 1981, No. 81-434, p. 679, §1; Act 1981, No. 81-381, p. 108, §1; Act 1981, No. 80-617, p. 1151, §1; Act 1984, No. 84-287, p. 378, §1; Act 1993, No. 91-638, p. 2114, §1; Act 1997, No. 97-225, p. 348, §1; Act 2000-153, p. 314, §1; Act 2006-427, p. 1782, §1; Act 2008-379, p. 763, §1; Act 2009-768, p. 2394, §2.)

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February 22, 2013

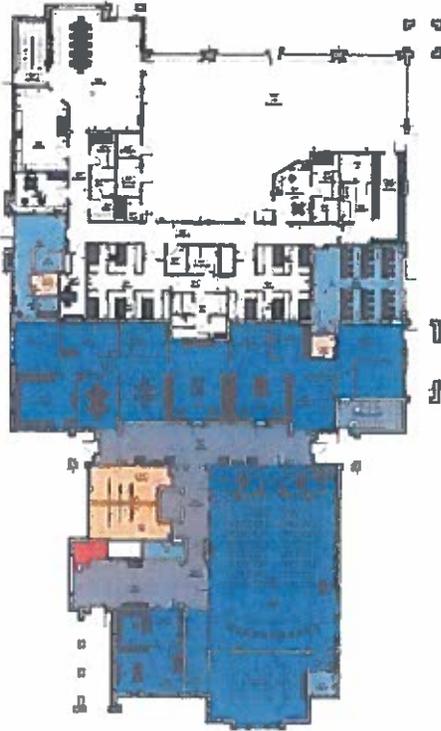
Mountain Brook Municipal Complex  
Janitorial Floor Finish Plan  
City Hall & Fire Department Administration

Floor Finish Legend:

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

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



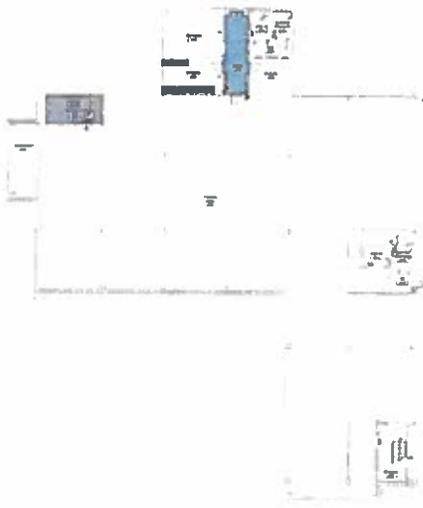
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Mountain Brook Municipal Complex  
Second Floor - Janitorial Floor Plan  
City Hall & Fire Department Administration

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

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APPENDIX 4

**Cleaning and maintenance - Ceramic materials**

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

**Initial cleaning**

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

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

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

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

**Warning**

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

**Routine maintenance**

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

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

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

**Natural surfaces**

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

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

**Polished and glossy surfaces**

To clean polished and glossy surfaces only use warm water and mild alkaline detergents available from most retailers (products containing hydrofluoric acid and its derivatives should not be used). We recommend you periodically carry out special cleaning with specific detergents, such as

buffer acids or professional all-repellers: this will allow you to remove any remaining dirt and help maintain the floor's shine over time. We do not recommend using detergents containing wax, to avoid creating an oily coating on the surface of the slab.

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

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

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

Table with 2 columns: Type of dirt and Type of detergent. Rows include Grease and oil, Ink, Rust, Limescale and cement build-up, Beer, wine, coffee, Tyre marks, Ice cream, Rash, Fruit juice, Pen marks (permanent marker), Aluminium scratch marks, and Other stains.

Warning

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

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Ceramic Tile - Routine Care - Remainder of Building

Contaminants and spills on a glazed ceramic tile are, generally, easier to clean than other, more impervious surfaces. Glazed tile products should be cleaned routinely with an all-purpose, low VOC household or commercial cleaner. The product chosen should also be grout joint cleaning compatible.

The entire area should be cleaned and scrubbed with cleaner solution through the use of a cotton mop, cloth, sponge, or non-metallic brush. The entire area should be rinsed with clean water to remove any cleaning solution residue.

Un glazed tile should be cleaned routinely with concentrated tile cleaners that have a neutral pH for safe regular use. These cleaners are better suited at removing grease, oils and normal spills from unglazed products.

Removal of Sealers/Polishes/Floor Finishes:

If you need to remove a topical sealer or floor wax from a ceramic tile you should use a Tile Sealer & Adhesive remover. Always test a small area first. Apply a liberal amount of undiluted sealer & adhesive remover to a manageable area. Allow setting without drying until coating or residue softens.

Glass Tile

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

Metal Signatures/Metal Ages/Urban Metals

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

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

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

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

Ceramic Tile - Grout Care

Grout is the material used to fill the spaces between the individual tiles. Grout comes in many colors. While color is important to the final finished look of the tile installation, it has little effect on the functionality of the grout.

Penetrating/Impregnating Sealer:

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

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sealants can shorten the useful life of the sealer. Epoxy grouts, conversely, are chemically cured and acid resistant and, as a result, do not require a sealer. The application of a good quality penetrating/impregnating sealer into the grout joints of a commercial grout will not change the natural color of the grout, but will prevent the penetration of moisture, simplify maintenance, and help prevent staining or discoloration.

There are different grades of penetrating/impregnating sealers, therefore the useful life and price will differ between a low quality and high quality sealer. You may need to reapply the sealer on an annual basis depending on the sealer quality, traffic patterns, and maintenance routine.

Grout Maintenance:

Neither sealing the grout nor using a 100% Epoxy Grout will guarantee against surface build-up or discoloration of the grout. Grout needs to be cleaned on a periodic basis to remove any surface build-up. Routine grout cleaning can be done with a daily commercial household or commercial cleaner depending on the application.

Grout Color Restoration:

When grout has been stained to the point that it cannot be maintained or returned to its natural color, you can return the grout back to its original color or any other color through the use of a "grout stain". Grout Stains are epoxy-based products that are specifically designed to penetrate into the grout and seal the surface with a permanent color.

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Interface FLOR

February 6, 2013

To: Whom it May Concern

Subject: Proper Maintenance and Frequencies

InterfaceFLOR recommends implementing a routine carpet maintenance program that will preserve and maintain your floor covering and extend the life of your carpet investment. All maintenance programs should include daily vacuuming and periodic restorative cleanings.

InterfaceFLOR recommends a combination of maintenance procedures which should include daily vacuuming, daily spot cleaning, and a restorative hot water extraction. Before starting a restorative cleaning the entire carpeted surface must be thoroughly vacuumed using an upright vacuum.

Mark French
Director of Technical Services
1803 Executive Dr.
LaGrange, GA 30240
(706)812-6268 - office
mark.french@interfaceflor.com

APPENDIX 3 APPENDIX 1



### Maintenance Techniques

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

#### Preventative Maintenance

Maintaining your carpet's appearance means more than choosing the right cleaning method. Choosing the right products up front contributes greatly to the overall performance of your floor covering. The use of walk-off mats helps keep soil from entering the building. Outside mats are designed to scrape dirt and debris off shoes while interior mats are designed to remove smaller soil particles as well as help absorb moisture. Interior walk-off mats should extend a minimum of six feet inside the entrance. At 18 feet, these mats can effectively remove 80% of soil and moisture before it reaches the carpet. Mats can also be effective in other interior areas including elevators, around water coolers and food station areas, and at stair thresholds. Walk-off matting should be maintained the same way as interior carpet using the frequency guidelines for 'Very Heavy' based on the chart on page 4.

#### Chair Pads

Chair pads are NOT required with any Interface carpet.

#### Vacuum Cleaning

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

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

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

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INTERFLOOR

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

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

#### Spot Cleaning (NYLON CARPETS ONLY)

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

#### Treating Water-Based Spots

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

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

#### Treating Oil-Based Spots

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

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

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

APPENDIX 4

#### Interim Cleaning

##### Dry Extraction

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

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

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

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

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

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

#### Bonnet Cleaning

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

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#### Hot Water Extraction

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

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

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

**NOTE: ALTHOUGH IT IS RECOMMENDED THAT WATER TEMPERATURE RANGE BETWEEN 110° AND 130° F. USING WATER WITH TEMPERATURES ABOVE THAT RANGE WILL NOT CAUSE ANY DAMAGE TO OUR PRODUCTS. LIKEWISE COLD WATER CAN ALSO BE USED BUT ONLY WITH A DETERGENT DESIGNED FOR COLD WATER USE.**

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

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**Cleaning Solutions**

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

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

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

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

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**Maintenance Equipment**

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

**Vacuum**  
(For twin motor uprights)

- Power • 8 amp
- Filtration • Down to .3 microns or lower
- Vacuum • 80" water lift motor or better @ 90+ cfm
- Brush • Toothed belt drive preferred
- Brush speed 2,800 - 3,000 rpm
- Brush diameter 2" - 3 1/4"
- Brush height adjustment essential; self-adjusting design preferred
- Washing Width • 18" - 30"
- Dust Bag Capacity • 300 - 400 cubic inches

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

**Low Moisture Applicator**

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

**Hot Water Extractor**

- Power • 10 - 15 amp
- Fluid Delivery • (minimum) 15 gallons/minute - 90-100 gal
- Tanks • 8-20 gallon solution
- 8-20 gallon recovery

- Vacuum • 100" - 140" water lift at around 90-100 cfm
- Vacuum Shoe • 11" - 18" wide
- Wheels • Non-marking 4" - 10" diameter

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

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**Spot Removal Guide**

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

If you cannot remove the spot following these guidelines, call Interfac maintenance support at 1.800.339.0223, ext. 6266

**Spotting Solutions**

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

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

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Crayons	Scrape away as much as possible with a spoon or dull knife	4	
Egg (raw)	Blot up as much as possible	1	2
Food Coloring	1, until color no longer transfers to towel.	2	
Fruit Juice	1	2	
Furniture Stain	4		
Glue	1	4	
Grass	1		
Gravy	1	2	
Greases	Scrape away as much as possible with a spoon or dull knife	4	
Ice Cream	1	2	
Ink (Ballpoint)	4		
Ink (India)	4		
Jam and Jelly	1	2	
Lipstick	Scrape away as much as possible with a spoon or dull knife	2	
Margarine & Butter	1	2	
Mildew	1	2	
Milk	1	2	
Mustard	1	2	
Mud	Scrape away as much as possible with a spoon or dull knife	1	2
Mustard	1	3	
Oil Polish	4		Apply any acetone or non-acetone based oil polish remover to cloth and blot. PRETEST FIRST.
Onion	4		
Pine (Oil-Based)	4		

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**B. Restoration/Maintenance/Stripping**

**NOTE:** The use of a high-speed machine to strip is not recommended, as scratches and floor wear strippers in use are intended to last about 10-12 years and because their strippers may affect the reflective board.



1. Mix stripping solution to the appropriate dilution, depending on floor finish build-up. Blockade areas to be stripped. Apply liberal amounts of solution uniformly to the floor with a mop. Let stripping solution soak for the appropriate amount of time recommended by the stripper manufacturer. Keep areas to be stripped wet. Rewet if necessary.



2. Machine scrub the floor (300 rpm or less) with a scrubbing pad (3M blue or equal) or equivalent scrub brush to break up the polish film. Do not allow stripping solution to dry on the floor.



3. Remove dirty stripping solution with a wet vacuum or mop. TIP: Drizzling fresh, clean rinse water onto the dirty stripping solution will assist with a more thorough removal.



4. Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow it to dry completely.



5. Apply 3 to 5 coats of high-quality commercial floor polish, such as Armstrong® S-480 Commercial Floor Polish. The use of a high-quality stain-resistant sealer (such as S-495 Commercial Floor Sealer) beneath the polish should be considered in areas of high traffic, areas of high soil load and areas where staining potential is high.

APPENDIX 4

**Special Considerations**

**FEATURE TILE™:** Feature Tile, like solid-colored floors of any composition, shows scratches and soiling more readily than patterned materials. They have been designed for use as decorative bands, borders and spot accent colors in combination with other Armstrong 1/8" Standard EXCELRON® and EXCELRON® Tile. Feature Tile is not suitable for use as an overall floor color and is not recommended for this use. When first installed, the plain-colored surface may reveal a light dusty or powdery film and some directional surface markings. These are common to the production of this type of product, but the markings will be eliminated with regular cleaning and polishing and they will not affect the performance of the floor.

**STONETEX™:** Although Stonetex presents a monolithic or solid-colored image, the speckled pattern enables it to look better longer than Feature Tile or other non-patterned vinyl composition tile. Stonetex may require more frequent maintenance than a typical vinyl composition tile with a more prominent pattern.

2016-048

THIS INSTRUMENT PREPARED BY:  
Whit Colvin  
Bishop, Colvin, Johnson & Kent  
1910 1st Avenue North  
Birmingham, AL 35203

JEFFERSON COUNTY |  
STATE OF ALABAMA |

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this 11th day of April, 2016, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and Bill and Julia Shea (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 2640 Canterbury Road, Mountain Brook, AL 35213  
Parcel ID #: 28-00-08-1-003-016.000  
Legal Description: Estate 179 Mountain Brook Estates New Country Club Sector Jefferson County, AL (Township 18-2W-08)

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain a parking pull off and two foot stone wall at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

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NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third person or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

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Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond, or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City, provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:  
City of Mountain Brook, Alabama  
Attention: City Manager  
56 Church Street  
Mountain Brook, AL 35213

To the Licensee:  
Bill and Julia Shea  
2640 Canterbury Road  
Mountain Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

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(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature.

(e) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:  
Julia Shea  
City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA  
By: Kevin D. Balle  
Mayor

LICENSEE (if individual)

Bill Shea

LICENSEE (if individual)

Julia Shea

LICENSEE (if entity)

Name of Entity

By: \_\_\_\_\_

Its: \_\_\_\_\_

4





Dana G. Hazen, AICP  
Director of Planning, Building & Sustainability  
56 Chanin Street  
Mountain Brook, Alabama 35213  
Telephone: 205/902-9821  
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www.mtbrook.org

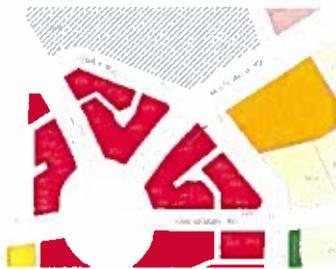
2016-049

MAS Fitness LLC, dba Glacier Cryotherapy

DATE: April 6, 2016  
TO: Mayor, City Council & City Manager  
FROM: Dana Hazen, City Planner  
RE: Conditional Use - Glacier Cryotherapy  
2417 Montevallo Road (previous Marcella)

The proposed conditional use is a cryotherapy facility. As may be seen in the attached letter of operational characteristics from the applicant, services are for one client at a time, sessions are between 15 and 30 minutes, 10-12 clients are anticipated per day, and only one employee will be present.

Given these parameters, the effect on street parking is anticipated to be minimal.



MAS Fitness LLC, dba Glacier Cryotherapy, introduced the Vestavia Hills community to Whole Body Cryotherapy in September 2015 and is interested in bringing this exciting technology to the Mountain Brook community. Cryotherapy is a form of cold therapy, like an ice bath, but with none of the pain. A single session in the cryosauna only lasts 3 minutes, where temperatures reach as low as -300 degrees F.

Many college and professional sports teams are now using this technology for athletic recovery and treatment of injury (eg. University of Alabama, University of Georgia, New Orleans Saints, Texas Rangers, to name just a few). Well known orthopedic surgeon, Dr. James Andrews is on the advisory board of Impact Cryotherapy, the company that produces our cryotherapy chamber.

For the average person and amateur athlete there are many benefits: Increased metabolism, enhanced athletic performance, faster muscle recovery, pain management, skin rejuvenation through increased collagen production, and faster recovery from athletic injury. Medical studies have shown improvement of symptoms with clients who suffer from fibromyalgia, multiple sclerosis, depression, rheumatoid and osteoarthritis.

We would like to lease the commercial space at:  
2417 Montevallo Road  
Mountain Brook, AL 35233

Our proposed hours are: Monday through Thursday 7 AM-6 PM  
Friday 7AM-4PM  
Saturday 9AM-2 PM

We anticipate 10-12 clients per day, with each client visit lasting between 15-30 minutes each. New client's visits (30 min), existing clients (15 minutes). We do not anticipate a problem with parking, since the client visits are brief (only 3 minutes per cryotherapy session).

Only one employee will be operating the facility. There will be no personal training or fitness classes at this location, only cryotherapy.

We believe that the health and wellness aspects of this business would be a good fit for the Mountain Brook Village commercial district and will be a great addition to this community. For a more thorough explanation of our business please visit our website: [www.glacieryo.com](http://www.glacieryo.com). We appreciate your consideration!

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**FEEL THE CHILL**

Whole body cryotherapy is not just a very effective therapy, it is also pleasantly refreshing, psychologically enlightening, performance enhancing and improves self confidence.™  
Dr. Winfried Papehub, Power From the Cold

Cryotherapy is a form of cold therapy, like an ice bath or an ice pack but with none of the pain. Simply step into the cryosauna for 3 minutes, where temperatures reach as low as -300°. The skin, feeling the chill, sends signals to your brain that stimulates your body's regulatory functions, which causes the healing and restorative benefits. Schedule your appointment today!

**Ask us about a FREE session!**

Located in Anytime Fitness  
1360 Montgomery Highway, Suite #1208  
Vestavia Hills, AL 35216  
(205) 333-2399  
[www.glacieryo.com](http://www.glacieryo.com)

**FEEL THE CHILL**

**Increased Metabolism**  
Cryotherapy has been proven to increase your metabolism, which helps with weight loss.

**Faster Muscle Recovery**  
Many professional athletes are using cryotherapy to help them recover from competition and intense workouts.

**Pain Management**  
The cold temperature inhibits inflammation, resulting in a reduction of pain and swelling, as well as an improvement in joint mobility.

**Skin Rejuvenation**  
Cryotherapy flushes out toxins and activates collagen production, leaving your skin with a radiant, firmer, more youthful look with fewer skin blemishes.

Located in Anytime Fitness  
1360 Montgomery Highway, Suite #1208  
Vestavia Hills, AL 35216  
(205) 333-2399  
[www.glacieryo.com](http://www.glacieryo.com)

2016-050

STATE OF ALABAMA  
JEFFERSON COUNTY

INDEMNIFICATION and HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into between Status Quo, LLC ("Owner") and the City of Mountain Brook, Alabama, an Alabama municipal corporation, hereinafter "City", to provide for indemnification by Owner to the City with respect to the construction and use of a balcony which is proposed to extend over a public sidewalk.

WHEREAS, Owner owns the property and building located at 36 Church Street in the City of Mountain Brook, more particularly described on Exhibit A hereto (the "Property") and;

WHEREAS, Owner has proposed the construction of a second floor balcony that will cantilever over and encroach into a sidewalk constructed and maintained by the City and used as part of the City's public sidewalk system; and

WHEREAS, the City is supportive of Owner's construction proposal and has agreed to issue a permit for such proposal, the plans for which are attached as Exhibit B, upon the condition that Owner indemnify and hold the City harmless from any claims that could arise from the construction and use of the balcony.

NOW THEREFORE, the parties agree as follows:

1. In consideration of the agreement and permission to construct and use the balcony to be constructed on the Property, Owners, their heirs, agents, successors, and assigns (herein collectively "Owners") covenant and agree to indemnify, defend, save and hold harmless the City, its officers, agents, employees, successors, and assigns, (herein collectively "City") from all claims, demands, suits, proceedings, expenses, civil and criminal penalties and fines, damages, losses, reasonable attorneys' fees, and liabilities (collectively "Claims") arising from the operation or use of the balcony on the Property. The existence of, or inadequacy of, insurance protection and coverage carried by Owners, in no way limits the indemnification agreement as stated herein.

2. This indemnification shall survive the cancellation, termination, or expiration of the agreement to use, revocable permit, and operation use term.

DONE and ENTERED into on this the 11<sup>th</sup> day of April, 2016.

Owner

*Lawrence T. Oden*  
Lawrence T. Oden, Mayor  
City of Mountain Brook

EXHIBIT A-1

EXHIBIT "A"

PARCEL B:

Lots 8 and 9 and the Northeastly Half of Lot 10, in Block 24, according to the Survey of Caroline Wright, as recorded in Map Book 2, at Page 16, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL D:

Lot 26, except the Northeastly Half that is shown, in Block 26, according to the Survey of Caroline Wright, as recorded in Map Book 7, at Page 16, in the Office of the Judge of Probate of Jefferson County, Alabama.

APPENDIX 7

EXHIBIT A-1

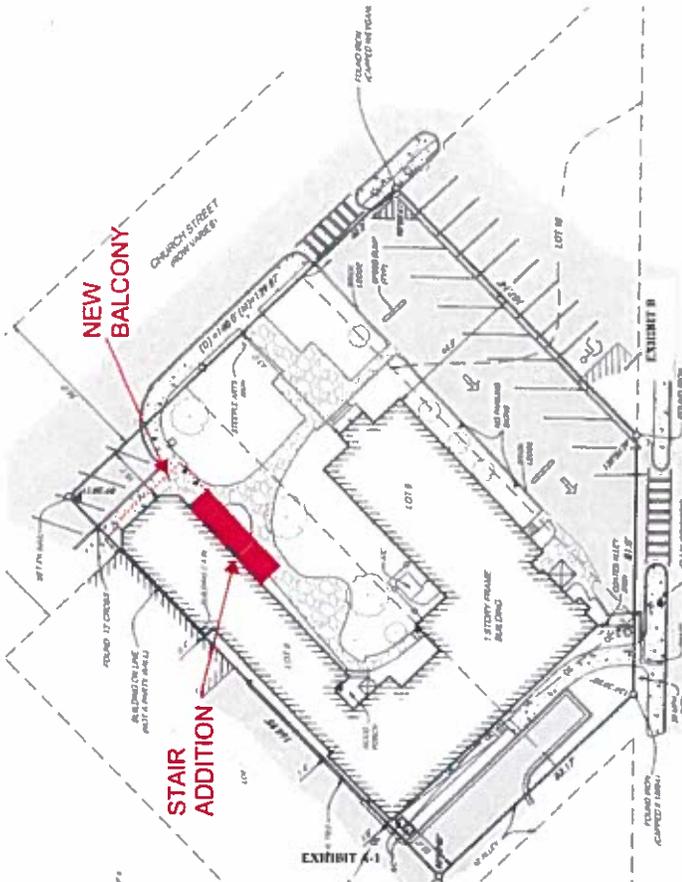


EXHIBIT B



CITY OF MOUNTAIN BROOK

Dana G. Hazen, AICP  
Director of Planning, Building & Sustainability  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205/982-3821  
Fax: 205/979-6913  
dhazen@mtbbook.org  
www.mtbbook.org

DATE: April 7, 2016  
TO: Mayor, City Council & City Manager  
FROM: Dana Hazen, Director of Planning, Building & Sustainability  
RE: Balcony over Public Sidewalk – Steeple Arts office suite  
36 Church Street – Crestline Village

The tenant at the Steeple Arts office suite intends to construct a second floor balcony across the front of the building. The balcony will be on private property, but will cantilever over a sidewalk that serves the public and is maintained by the City. While this project does not need council approval, the City Attorney recommends that an indemnification agreement be recorded (attached).



APPENDIX 7

2016-051

AGREEMENT

THIS AGREEMENT made the 11 day of April, 2016, by and between GILLESPIE CONSTRUCTION, LLC ("Contractor") and THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City").

WHEREAS, Contractor has been determined by the City to be the lowest responsible bidder in response to the City's invitation to bid for Sidewalk installation on Overbrook Rd, dated April 11, 2016; and

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

NOW, THEREFORE, this agreement:

1. Contractor shall provide an installed Sidewalk on Overbrook Rd in Mountain Brook, AL in accordance with the terms, provisions and conditions of the specifications made the basis of the City's invitation to bid and at the rate proposed by Contractor in the proposal submitted to the City in response thereto. The City's invitation to bid and the bid specifications set forth therein, as well as Contractor's bid proposed in response thereto (Appendix 1), are incorporated herein and made a part hereof by reference.

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

ATTEST CONTRACTOR
By: \_\_\_\_\_ By: \_\_\_\_\_
Its: \_\_\_\_\_ Its: \_\_\_\_\_

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

BID TABULATION
Overbrook Road Sidewalk project
April 6, 2016

- 1. Gillespie Construction LLC \$33,925.00
2. D.B. Nooney LLC \$36,804.00
3. Rest Construction Inc. \$39,401.00

APPENDIX 8

ADDENDUM I TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND GILLESPIE CONSTRUCTION, LLC DATED APRIL 11, 2016

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Gillespie Construction, LLC ("the Contractor") dated April 11, 2016.

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.

- 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 therefore.

- 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 intend to, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. Alabama Immigration Law Compliance Control. 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-Hammons 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





**BID COVER SHEET  
CITY OF MOUNTAIN BROOK  
26 CHURCH STREET  
MOUNTAIN BROOK, ALABAMA 35213  
OFFICE OF PURCHASING AGENT (CITY MANAGER)  
SIDEWALK INSTALLATION ON OVERBROOK ROAD**

Bid Request Posted this Date: March 25, 2016 Bid to be opened this Date and Time: April 11, 2016 @ 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) §§41-16-20 or any and 21-12-1 or any and provide documentation of enrollment in the F-Verify program pursuant to Ala. Code §11-11-2

All bidders must use the bid forms 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 submit on the outside of the envelope the project for which the bid is submitted and the time of bid opening. Alabama General Contractor's License number shall be clearly marked on the outside of the envelope.

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

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

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

\_\_\_\_\_  
Sam S. Gaston, City Manager and Purchasing Agent

**Specifications For Project No. MI 05-2016: For the installation of sidewalk on Overbrook Rd.**

BIDDER FAST CONSTRUCTION INC. TELEPHONE 205-992-6888

ADDRESS 1101 SHERRILL OXNORD RD

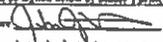
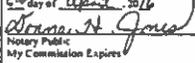
EMAIL JWAMMATA@FASTCONSTRUCTION.COM

CITY BIRMINGHAM STATE AL ZIP 35211

BID TOTAL (PER SPECIFICATIONS) \$ 39,401.<sup>00</sup> *ump sum*

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

*This bid must be signed before by bidder's principal or authorized agent:*

Auth Signature:  Printed Name: <u>John J. Wammata</u> Title: <u>v.p.</u>	I swear to bid, subscribed before me on this <u>11<sup>th</sup></u> day of <u>April</u> , 2016  Notary Public My Commission Expires _____
---	---

BY COMMISSION EXPIRES OCTOBER 5, 2016

APPENDIX 8

2016-052

HVAC Scheduled Maintenance Bid Tabulation City of Mountain Brook, Alabama April 7, 2016, 10 a.m.			
	Hardy Services	Jeffcoat Mechanical	Metro Mechanical
1. Attachment A - Contractor Bid (Fixed Monthly Charge)	No Bid	\$1,906.70	\$1,600.00
Section V Checklist			
A completed, signed and notarized Contractor Bid Response Form (see Attachment A); this Form includes signed and notarized the Bidder Affidavit and Warranty	N/A	Yes	Yes
A completed, signed and notarized Bidder Qualification Form for Bid #B-20160210-006	N/A	Yes	Yes
submitting written documentation evidencing that the bidder has been in the commercial HVAC business for the required minimum five year period	N/A	Yes	Yes
A copy of the bidder's CFC License	N/A	Yes	Yes
A copy of the bidder's State of Alabama Heat and Cooling License	N/A	Yes	Yes
All state, county and local licenses and/or certificates evidencing the bidder's qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation	N/A	Yes	Yes
HVAC scheduled maintenance service contracts with at least three (3) firms other than the City of Mountain Brook who have contracted with the bidder within the last five (5) years	N/A	Yes	Yes

HVAC Scheduled Maintenance Bid Tabulation City of Mountain Brook, Alabama April 7, 2016, 10 a.m.			
	Hardy Services	Jeffcoat Mechanical	Metro Mechanical
A list of the technician/employees selected to service HVAC systems at City Buildings and proof that they meet the individual qualification set forth in this bid	N/A	Yes	Yes
If the bidder intends to subcontract the Chemical Treatment aspect of the Work, detailed information regarding the subcontractor and its personnel responsible for providing those services	N/A	Triple Point Industries	Triple Point Industries

APPENDIX 9

AGREEMENT

THIS AGREEMENT made the 11th day of April, 2016, by and between METRO MECHANICAL SERVICES, INC. ("CONTRACTOR") and THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City").

WHEREAS, Contractor has been determined by the City to be the lowest responsible bidder in response to the City's invitation to bid for HVAC Scheduled Maintenance Services, dated March 9, 2016; and

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

NOW, THEREFORE, this agreement:

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

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

ATTEST CONTRACTOR  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND METRO MECHANICAL SERVICES, INC. DATED APRIL 11, 2016

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Metro Mechanical Services, Inc. ("the Contractor") dated April 11, 2016.

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, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors.

2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

3. **Attorney's Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

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

- 4. **Late Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
- 5. **Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or non-performance 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 hereunder 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

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 work 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, attorney's 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 11th day of April, 2016.

Metra Mechanical Services, Inc.

City of Mountain Brook, Alabama

By: \_\_\_\_\_

By: Paul Talton

Its: Mayor

APPENDIX 9

ATTACHMENT A - CONTRACTOR BID RESPONSE FORM

Below is the firm bid of the undersigned to perform the contemplated HVAC Scheduled Maintenance for Municipal Complex work contemplated in Bid # 20160210-006. The undersigned submits this Form in response to the City's Invitation to Bid for this Bid. The City may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated contract, and, except as may be listed below, submits its bid and agrees to perform its work in accordance with these Specifications and other requirements in the Bidder Information materials.

HVAC Scheduled Maintenance Services \$1,600.00 Fixed monthly charge for all services listed on attached Exhibit 1 during 3 year contract

Metra Mechanical Services, Inc. 4-6-16  
 Name of Firm or Company Submitting Bid Date of Bid  
857 North Pine Hill Rd. 63-1187984  
 Street Address Tax ID # of Bidder  
Birmingham AL 35217  
 City State Zip Web Site of Bidder  
Paul Talton 2052986323  
 Printed Name Representative Executing for Bidder Call Ph. # Bidder Contact  
Paul Talton  
 Signature of Bidder Representative Office Ph. # Bidder Contact  
President PLUTSON@Bellkath.net  
 Title Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this 11<sup>th</sup> day of April, 2016.  
Joseph Leigh Haynes Talton  
 Notary Public

NOTES:  
(1) Please indicate any Exceptions to the Specifications or other requirements in the Bidder Information materials on a separate sheet and attach that sheet to your Bid Response.  
(2) Bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Responses.

SECTION V. CHECKLIST OF DOCUMENTS TO BE RETURNED BY BIDDER

- A completed, signed and notarized Contractor Bid Response Form (see Attachment A); this Form includes signed and notarizing the Bidder Affidavit and Warranty
- A completed, signed and notarized Bidder Qualification Form for Bid #B-20160210-006 (see Attachment B)
- Submitting written documentation evidencing that the bidder has been in the commercial HVAC business for the required minimum five year period
- A copy of the bidder's CFC License
- A copy of the bidder's State of Alabama Heat and Cooling License
- All state, county, and local licenses and/or certificates evidencing the bidder's qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation
- HVAC scheduled maintenance service contracts with at least three (3) firms other than the City of the Mountain Brook who have contracted with the bidder within the last five (5) years
- A list of the technicians/employees selected to service HVAC systems at City Buildings and proof that they meet the individual qualification set forth in this Bid
- If the bidder intends to subcontract the Chemical Treatment aspect of the Work, detailed information regarding the subcontractor and its personnel responsible for providing these services

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Bid Response for the contract to be awarded to perform the HVAC Scheduled Maintenance for City Municipal Complex and that:

- (a) It has not colluded with any other bidder;
(b) It has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
(c) It has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
(d) all the information contained in the response to the bid is true and correct; and
(e) the City may rely on information submitted in awarding the subject contract.

Metro Mechanical Services, Inc.
Name of Firm or Company Submitting Bid
By: [Signature]
Signature of Bidder Representative
Printed Name: Paul W Talton
Title: President
Date: 4-6-16

Sworn to and subscribed before me on the 6th day of April, 2016.

[Signature]
Notary Public
SEAL
COUNTY CLERK OF TALTON
Notary Public
NOT COMMISSION EXPIRES JAN 3, 2017

Exhibit 1 to Attachment A - Contractor Bid Response Form

Scheduled Maintenance on HVAC Systems

- Replace fan belts semi-annually
Check fan pulley alignment
Replace filters (quarterly - schedule may be adjusted based on average condition of filters after the City's initial occupancy of the Municipal Complex.)
Clean condensate drain pans as required
Coating tower - annually interior clean and seasonal start-up
Test safety controls
Measure and record system pressures and temperatures
Record motor amperage
Heating system annual check and seasonal start-up
Adjust fresh air dampers (if required)
Check calibration of thermostats
Check blower assembly
Lubricate all moving parts pursuant to manufacturer specifications
Maintain service log
Other scheduled maintenance as specified by the equipment manufacturer(s)
List other regular maintenance services that contractor agrees to perform that are not listed above.

APPENDIX 9

ATTACHMENT B - BIDDER QUALIFICATION FORM FOR BID # B-20100210-006

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

1. Name of Business: Metro Mechanical Services Inc

Principal Business Address: 951 North Pine Hill Rd, Birmingham AL 35211

2. Business Contact(s)

(a) Primary Contact (NOTE: The Primary Contact should attend the mandatory Pre-Bid Conference)

Name: Carl E. Lovelady
Title or Position with Company: V.P.
Day Phone: 205-233-2224
Email: Carl.Lovelady@mmse-mechanical-hvac.com
Street Mailing Address of Contact: 951 North Pine Hill Rd, Birmingham AL 35211

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact who can answer inquiries and who may attend the mandatory pre-bid meeting. Carl E. Lovelady

3. Business History

(a) The successful contractor must have at least five (5) years of experience in the commercial HVAC business. How many years has your organization been in this business? 18

(b) State the facts and attach written documentation evidencing that your organization has been in the commercial HVAC business for the required minimum five year period. We were incorporated in 1997. [Additional text and attachments]

(c) How many years has your organization operated under its present business name? 18

(d) Type of Organization:

- (1) If your organization is a corporation, answer the following:
(i) Date of incorporation: Nov 1999
(ii) State of incorporation: AL
(iii) President's name: Paul Talton
(iv) Vice-President's name(s): Carl Lovelady
(v) Secretary's Name: Carl Lovelady
(vi) Treasurer's name: Paul Talton

(2) If your organization is a partnership, answer the following:

- (i) Date of organization:
(ii) Type of partnership (if applic.):
(iii) Name(s) of general partner(s): N/A

(3) If your organization is individually owned, answer the following:

- (i) Date of organization:
(ii) Name of owner: N/A

(e) Administration of Business.

Please describe in general how you operate and administer your business. In the description, please state each of the following:

- (i) the total number of employees: 15
(ii) the number of workers who are dedicated to field operations: 11
(iii) the name and title of your general supervisor of field service operations: and 2
(iv) the number of employees dedicated to administrative and office matters: 2

4. Licensing.

List and attach to this Form all licenses and certifications that your organization currently holds or has that authorize it to perform commercial HVAC services in the State of Alabama. CFC HVAC General Contractor, Metro Eng Serv.

Also please list the License number and attach a copy of the following Licenses to this Form:

- a. CFC License/Certification: 32571
b. State of Alabama Heating and Cooling License: 85001
c. City of Mountain Brook Business License: 20160634

\*Note: If a City Business License is not currently held, it must be acquired prior to commencing work.

6. List/Qualifications of Technicians Selected to Service City Buildings.

On a separate page, please list and furnish the following information concerning each of the technicians/employees whom you select to service the HVAC systems at the City Buildings:

- name
- job title
- areas of experience and the length of time for each area
- special training, licensing, and certification for each employee
- CFC license and proof of qualification and certification in refrigerant recovery systems
- hourly rate for repairs if the City authorizes repair work
- proof of training and minimum 3 years' experience in maintaining water source heat pump HVAC systems

7. Insurance

If available at this time, please attach a certificate issued by your current insurance carrier(s) indicating the existence and limits of your Comprehensive General Liability (including assumed contractual liability coverage), Automobile Liability, and Worker's Compensation coverage required in Section H 1 of the Bidder Information materials.

8. Claims History

(a) Within the last five (5) years, has the bidder, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)

If yes, for each such contract or project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

N/A

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer to provide services?

N/A

9. Other Scheduled Maintenance HVAC Contracts Served by Contractor.

The successful contractor must have had HVAC scheduled maintenance service contracts with at least three (3) firms other than the City of the Mountain Brook who have contracted within the last five (5) years. Please provide the following information as to each such contract/arrangement:

Company Name: Birmingham Water Works  
 Company Contact: Marketing Manager  
 Title of Contract: Chiller  
 Phone Number: 205-266-2335  
 Type(s) of HVAC System(s): Chiller, Chiller, Water Source HPS  
 Dates of Contract: 2007-Present  
 Location(s) of Service: Birmingham AL

Company Name: Shelton State Comm College  
 Company Contact: Hvac Technician - Facilities  
 Title of Contract: Chiller  
 Phone Number: 205-657-7976  
 Type(s) of HVAC System(s): Chiller, Chiller, Tower  
 Dates of Contract: 2007-Present  
 Location(s) of Service: Tusculoosa

Company Name: Montville Technology Advant  
 Company Contact: Hvac Tech - Facilities  
 Title of Contract: Chiller  
 Phone Number: 256-678-3064  
 Type(s) of HVAC System(s): Split RTU, Chiller, Pump, HPS  
 Dates of Contract: 2007-Present  
 Location(s) of Service: Montville AL

APPENDIX 9

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

AS Name of Bidder  
Metro Mechanical Services, Inc.  
 (Type or Print)  
 By: [Signature]  
 (Signature)  
Asst. T. H. Han  
 (Printed Name)  
 Title of Authorized Representative

Sworn to and subscribed before me on this 12<sup>th</sup> day of April, 2016.

Jamie A. Deigler  
Notary Public



If yes, for each such project, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

N/A

(c) Within the last five (5) years, have any of your clients or customers formally declared that the bidder is in default or has breached a material obligation in any agreement to provide services or operations?

NO

If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved.

N/A

(d) Has your organization ever failed to complete any work awarded to it?

NO

If yes, please provide all details related to such matter.

N/A

(e) Are there any judgments against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied?

NO

If yes, please provide all details related to such matter:

N/A

(f) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.)

NO

If yes, please provide all details related to such matter:

N/A

CERTIFICATION



**POWER OF ATTORNEY**  
**The Ohio County Insurance Company** Bond Number: \_\_\_\_\_

Principal: **Metro Mechanical Services, Inc.**  
 Agency Name: **LEWIS & ASSOCIATES, INC.**  
 City: **City of Memphis, Tenn.** Agent Code: **018888**

Know All Men by These Presents That The Ohio County Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio County Insurance Company, do hereby authorize, constitute and appoint: **Harry LaCroy, Mike LaCroy of Birmingham, Alabama** its true and lawful agents and attorneys-in-law, to make, execute, seal and deliver the and on its behalf as hereby, and to its and their say and all BONDS, UNDERTAKINGS, and SECURITIES, including, however, any bond(s) or undertaking(s) pertaining to the payment of sums and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and substantiated by the regularly elected officers of said Company at their administrative offices in Leona, New Hampshire, in their own proper persons. The authority granted hereunder constitutes any previous authority heretofore granted the above named attorney-in-law.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio County Insurance Company has heretofore subscribed his name and affixed the Corporate Seal of said Company this 15th day of November, 2011.



*David H. Cury*  
 David H. Cury, Assistant Secretary

STATE OF PENNSYLVANIA  
 COUNTY OF MONTGOMERY

On the 15th day of November, 2011 before me the undersigned, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came **David H. Cury, Assistant Secretary of The Ohio County Insurance Company**, to me personally known to be the individual and officer described by, and who executed the foregoing instrument, and in acknowledgment of the execution of the same, and being by me duly sworn before and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and the signature as aforesaid were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In TESTIMONY WHEREOF, I have hereunto set my hand and official Seal at the City of Plymouth, State of Pennsylvania, the day and year first above written.



*David H. Cury*  
 David H. Cury, Assistant Secretary

*David H. Cury*  
 David H. Cury, Assistant Secretary

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio County Insurance Company, except as herein stated.

**ARTICLE IV - Officers Section 12. Power of Attorney.**  
 Any officer or other official of the Corporation authorized to act pursuant to writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorney-in-law, or may be necessary or act in behalf of the Corporation to make, execute, seal, acknowledge and deliver in every way and all undertakings, bonds, promissories and other every obligations. Such attorney-in-law, subject to the limitations on their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to make known the act of the Corporation. When so executed, such instrument shall be as binding as if signed by the President and entered to by the Secretary.

Any power or authority granted to any representative or attorney-in-law under the provisions of this article may be revoked in any time by the Board, the Chairman, the President or by the officers or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or electronically reproduced signatures under and by authority of the following resolution of the Board of Directors of The Ohio County Insurance Company effective on the 15th day of February, 2011:

**VOTED** that the facsimile or electronically reproduced signatures of any authorized secretary of the company, whether appearing upon a certified copy of any power of attorney issued by the company to execute with every bond, shall be valid and binding upon the company with the same force and effect as though manually affixed.

**CERTIFICATE**  
 I, the undersigned Assistant Secretary of The Ohio County Insurance Company, do hereby certify that the foregoing power of attorney, the authorized By-Laws of the Corporation and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this day.

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 15th day of April 2014.



*Gregory W. Donopert*  
 Gregory W. Donopert, Assistant Secretary

APPENDIX 9

*Handwritten notes and signatures*



9712/9558

ARTICLES OF INCORPORATION OF Metro Mechanical Services, Inc.

- FIRST: The name of the corporation is: Metro Mechanical Services, Inc.
- SECOND: The period of its duration is perpetual.
- THIRD: The objects and purposes for which the corporation is formed are:
  - (a) To engage in the sale, distribution, maintenance and repair of mechanical products.
  - (b) To engage in and transact any and all business for which corporations may be incorporated under the code of Alabama, 1975, Title 10, Chapter 2A.
- FOURTH: The total number of shares of stock which the corporation shall have the authority to issue shall be 1,000 shares of common stock with a par value of \$1.00 per share. The amount of capital stock with which the corporation shall begin business shall be \$1,000.00 consisting of 1,000 shares of the common stock with a par value of \$1.00 per share.
- FIFTH: The name of the initial registered agent of the corporation for service of process shall be Preston E. Baker and the initial registered address of the corporation shall be 500-B Lanewood Drive, Birmingham, Alabama 35214.
- SIXTH: The name and principal office address of the officer designated by the incorporator to receive subscriptions of the capital stock of the corporation is:
 

Preston E. Baker  
 500-B Lanewood Drive  
 Birmingham, Alabama 35214
- SEVENTH: The name and address of each incorporator is as follows:
 

Preston E. Baker  
 500-B Lanewood Drive  
 Birmingham, Alabama 35214



EIGHTH: The name and addresses of each director chosen for the first year and until their successors are elected and qualified are as follows:

Carl Lovelady Paul Talton Preston E. Baker
500-B Lanewood Drive 500-B Lanewood Drive 500-B Lanewood Drive
Birmingham, AL 35216 Birmingham, AL 35214 Birmingham, AL 35214

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed his signature to these Articles of Incorporation this 26th day of November, 1997.

Preston E. Baker
Preston E. Baker

STATE OF ALABAMA
JEFFERSON COUNTY

Before me, the undersigned, a Notary Public, in and for said County, in said State, personally appeared Preston E. Baker, as incorporator of Metro Mechanical Services, Inc., who, being duly sworn, acknowledges that he/she has read the foregoing Articles of Incorporation and further avers that the statements contained therein are true and correct.

Sworn to and subscribed before me on this the 26th day of November, 1997.

Notary Public signature and title

Metro Mechanical Services, Inc.
Articles of Incorporation

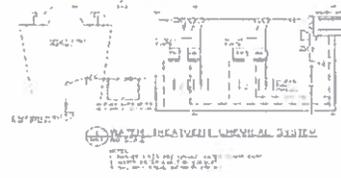
- 1. What is the nature of the business to be conducted by the corporation?
2. Are the directors named in the articles of incorporation qualified to be directors?
3. What is the nature of the business to be conducted by the corporation?
4. What is the nature of the business to be conducted by the corporation?
5. What is the nature of the business to be conducted by the corporation?
6. A report is included with the articles of incorporation regarding the equipment to be purchased?
7. How will the corporation be financed?

APPENDIX 9

ATTACHMENT C - QUESTIONS AND RESPONSES BY CITY FROM 2013 PROCUREMENT PROCESS

See attached.

It will be necessary to provide a detailed description of the equipment to be purchased... The equipment to be purchased is a...



- 1. What is the nature of the business to be conducted by the corporation?
2. What is the nature of the business to be conducted by the corporation?

April 6<sup>th</sup>, 2016

The following Metro Mechanical Services, Inc. employees are qualified to service city buildings.

Name: Paul W. Tolton  
 Title: President  
 Area of Experience: Chiller, boilers, cooling towers, water source heat pumps, package units, pumps  
 Length of time for area of experience: 32 years  
 Special Training, licensing, and certification: See attached  
 CFC License and proof of qualification and certification in refrigerant recovery systems: see attached card  
 Hourly rate for repairs: \$60.00 per hour \$35.00 Travel. After hours \$90.00 per hour \$35.00 Travel

Name: Carl E. Lovelady  
 Title: Vice President  
 Area of Experience: Chiller, boilers, cooling towers, water source heat pumps, package units, pumps  
 Length of time for area of experience: 32 years  
 Special Training, licensing, and certification: See attached  
 CFC License and proof of qualification and certification in refrigerant recovery systems: see attached card  
 Hourly rate for repairs: \$60.00 per hour \$35.00 Travel. After hours \$90.00 per hour \$35.00 Travel

Name: Brandon Hamilton  
 Title: Technician  
 Area of Experience: Chiller, boilers, cooling towers, water source heat pumps, package units, pumps  
 Length of time for area of experience: 20 years  
 Special Training, licensing, and certification: See attached  
 CFC License and proof of qualification and certification in refrigerant recovery systems: see attached card  
 Hourly rate for repairs: : \$60.00 per hour \$35.00 Travel. After hours \$90.00 per hour \$35.00 Travel

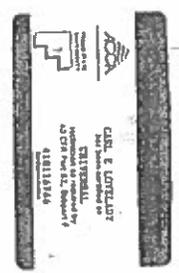
Name: Cody Pettit  
 Title: Technician  
 Area of Experience: Chiller, boilers, cooling towers, water source heat pumps, package units, pumps  
 Length of time for area of experience: 6 years  
 Special Training, licensing, and certification: See attached  
 CFC License and proof of qualification and certification in refrigerant recovery systems: see attached card  
 Hourly rate for repairs: \$60.00 per hour \$35.00 Travel. After hours \$90.00 per hour \$35.00 Travel

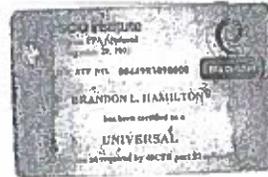
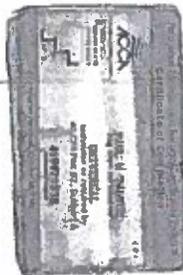
Name: Billy Rush  
 Title: Technician  
 Area of Experience: Chiller, boilers, cooling towers, water source heat pumps, package units, pumps  
 Length of time for area of experience:  
 Special Training, licensing, and certification: See attached  
 CFC License and proof of qualification and certification in refrigerant recovery systems: see attached card  
 Hourly rate for repairs: \$60.00 per hour \$35.00 Travel. After hours \$90.00 per hour \$35.00 Travel

Name: Earl Atkins  
 Title: Technician  
 Area of Experience: Chiller, boilers, cooling towers, water source heat pumps, package units, pumps  
 Length of time for area of experience: 35 years  
 Special Training, licensing, and certification: See attached  
 CFC License and proof of qualification and certification in refrigerant recovery systems: see attached card  
 Hourly rate for repairs: \$60.00 per hour \$35.00 Travel. After hours \$90.00 per hour \$35.00 Travel

We will use Triple Point Water Treatment for this project. They currently perform these services. Contact Adam Crocker 205-296-0298.

APPENDIX 9





APPENDIX 9

4/6/2016 11:35 AM

EJ02



You may contact us at: [WWW.PGFB.ALABAMA.GOV](http://WWW.PGFB.ALABAMA.GOV)

THIS IS YOUR 2016 CERTIFICATION CARD. CODE OF ALABAMA, 1975, SECTION 34-37-B(1) STATES THAT THIS CARD SHALL BE IN YOUR POSSESSION AND AVAILABLE FOR INSPECTION WHENEVER YOU ARE WORKING.

VALID THRU 2016 STATE OF ALABAMA MASTER CASH PAYER 00070

NOTICE THIS CARD EXPIRES DECEMBER 31, 2016.

TO AVOID A LATE PENALTY FOR YOUR 2017 CERTIFICATION, YOU MUST RENEW BETWEEN OCT. 1, 2016 TO DEC. 31, 2016.

PAUL W TALTON 857 NORTH PINE HILL ROAD BIRMINGHAM, AL 35217

FOR RENEWALS RECEIVED VIA THE MAIL, THE POSTMARK WILL DETERMINE IF THE PAYMENT IS RECEIVED ON TIME. A LATE PENALTY IS EQUAL TO THE ANNUAL RENEWAL FEE. NO CASH IS ACCEPTED.

[https://www.alabamainteractive.org/plumber\\_in/CreditCard.do](https://www.alabamainteractive.org/plumber_in/CreditCard.do)

**CITY OF MOUNTAIN BROOK - REVENUE DEPARTMENT**  
**2018 BUSINESS LICENSE**

54 Church St. PO Box 130000 Mountain Brook, Alabama 35213-0000  
 Telephone: 205-988-5400 Fax: 205-979-2600

Duration: 18000  
 METRO MECHANICAL SERVICES INC  
 631 NORTH PINE HILL ROAD  
 BIRMINGHAM, AL  
 35217



Physical Address  
 METRO MECHANICAL SERVICES INC  
 631 NORTH PINE HILL  
 BIRMINGHAM, AL  
 35217

License # 201800004 License Description 04-00000000 Expire Date 31-Dec-2018

The City, corporation, organization, business or person whose name appears above on paid the required license fee and is authorized to engage in business in the City of Mountain Brook, Alabama until December 31, 2018.  
 This license is subject to revocation by the Finance Director for the violation by the licensee of any ordinance of the City related to the business for which this license is issued, and such license shall also be subject to revocation by the Finance Director if the licensee, under cover of such license, violates or aids or abets in violating, or knowingly permits or allows to be violated, any penal ordinance of the City. This license is valid only at the location indicated and is not transferable.

By: *Paul Probst*  
 Finance Director, City Clerk

This License Must Be Posted At Location.

**RECEIPT**

CITY OF MOUNTAIN BROOK License: 201800004  
 Received From: METRO MECHANICAL SERVICES INC Issue: 04-Jan-2018  
 Check No: 20428

Section	Business Type	License Amt	Discount	Penalty	License Fee	Paid
Sec 0-4	Plumbing, Refrigeration & A/C	\$200.00	\$0.00	\$0.00	\$10.00	\$210.00
Total Amount Paid:						\$210.00

Monday, January 04, 2018

**State University System for General Engineers**  
**THESIS TO BE EXAMINED**  
**UNIVERSAL**

**METRO MECHANICAL SERVICES INC**  
 is hereby licensed as a General Engineer under the State University System and is authorized to perform the following type of services:  
 METRO MECHANICAL SERVICES INC

**APPROVED:** *Paul Probst*  
 Finance Director

**DATE:** April 24, 2018

**UNIVERSAL**

**2016 HEATING & AIR CONDITIONING CONTRACTORS CERTIFICATION CARD**

**Carl E. Lovelady**  
**Metro Mechanical Services Inc.**  
**6931 ALICE ROAD**  
**MCCALLA, AL 35114**

**85001**

**1634**

**EFFECTIVE UNTIL DECEMBER 31, 2016**

**REFRIGERANT TRANSITION AND RECOVERY CERTIFICATION**  
**Certificate of Completion**

This is to attest that  
**PAUL W TALTON**  
 has been certified as:  
**UNIVERSAL**

which is required by 40 CFR Part 82, Subpart F

**FERRIS STATE UNIVERSITY**  
 MOUNTAIN BROOK, ALABAMA 35217

**ACCA**  
 An Accredited Contractor of America

**James P. Morris**  
 James P. Morris  
 November 26, 1988  
 Program Director, HVAC/R Program

**Richard L. Shaw**  
 Richard L. Shaw  
 Program Director, HVAC/R Program

Certification No: 419920038  
 Date of Issue: November 26, 1988  
 Type I - Lead Application, Type II - High Pressure and Low High Pressure Applications, Type III - Low Pressure



**Mitsubishi Electric & Electronics USA, Inc.**  
**HVAC Advanced Products Division**

presents this certificate to  
**Paul Talton**  
 of  
**Metro Mechanical Services, Inc.**  
 for successfully completing a  
**Installation, Operation, Maintenance and Service Training Course**  
 on the **Mr. Slim M & P Series** conducted by **Paul Gradillas**.

Course conducted October 22-23, 2002 at the  
 Atlanta Training Center  
 Atlanta, GA

*[Signature]*  
 Gary Nettiger  
 National Service Manager  
 HVAC Division

*[Signature]*  
 Craig Little  
 Vice President of Sales and Marketing  
 HVAC Division



**Mitsubishi Electric & Electronics USA, Inc.**  
**HVAC Advanced Products Division**

presents this certificate to  
**Paul Talton**  
 of  
**Metro Mechanical Services, Inc.**  
 for successfully completing a  
**Installation, Operation, Maintenance and Service Training Course**  
 on City Multi conducted by **Tony Hayes**.

Course conducted February 5-7, 2003  
 Atlanta, GA

*[Signature]*  
 Gary Nettiger  
 National Service Manager  
 HVAC Division

*[Signature]*  
 Craig Little  
 Vice President of Sales and Marketing  
 HVAC Division

APPENDIX 9



**Mitsubishi Electric & Electronics USA, Inc.**  
**HVAC Advanced Products Division**

presents this certificate to  
**Paul Talton**  
 of  
**Metro Mechanical Services, Inc.**  
 for successfully completing the **Selfing for Success (By Invitation Only)** listed below

Training conducted 10/23/2007 to 10/23/2007

*[Signature]*  
 Ken Brown  
 Training Manager  
 HVAC Division

*[Signature]*  
 Tony Hayes  
 National Service Manager  
 HVAC Division

March 9, 2016  
 CITY OF MOUNTAIN BROOK INVITATION FOR BIDS  
 BID # B-20160315-006 - HVAC SCHEDULED MAINTENANCE FOR  
 CITY MUNICIPAL COMPLEX

Mandatory Pre-Bid Conference: **March 21, 2016 - 7:00 P.M. (EST)**  
 Bid Submission Deadline/Opening: **Thursday, April 7, 2016 - 10:00 A.M.**  
 Address for Bid Submission/Opening:  
 City of Mountain Brook  
 56 Church Street  
 Mountain Brook, AL 35213-3700  
 ATTN: City Manager

The City of Mountain Brook, Alabama ("City") invites interested contractors to submit sealed bids to the above noted address for fixed monthly pricing for air filtration systems and HVAC (heating, ventilation, or conditioning) scheduled maintenance for various buildings/facilities that comprise its Municipal Complex and are located in Crestline Village (the "Work"). Bids must be submitted by the time and date specified above, at which time those bids will be publicly opened and read as soon thereafter as practicable. Each bidder is responsible for making or delivering its bid so that it will be actually received at the above address and location at or before the time of the specified bid opening; bids received after that time will not be considered.

Interested contractors may obtain a copy of the Bidder Information (which include the Work Specifications & Conditions, Contractor Qualifications & Requirements and Instructions to Bidders) from the City's Work representative, Michael Thomas, Senior MEP Manager - Brasfield & Gorrie, LLC, [MThomas@brasnfieldgorrie.com](mailto:MThomas@brasnfieldgorrie.com). Technical questions about the Work or Specifications should be directed in writing to Mr. Thomas at his email address. Questions about purchasing or other matters may be directed to Steven Boone, Finance Director, City of Mountain Brook, [sboone@mtbrook.org](mailto:sboone@mtbrook.org).

A Mandatory Pre Bid Conference will be held at City Hall in the Council Chambers (56 Church St. - Mountain Brook, AL) on **March 21, 2016 - 7:00 P.M. (EST)**. To be considered for the award of the contract on this Work, an interested contractor must complete and return the Contractor's Bid Response Form and provide other information requested in the Bidder Information materials. Also, the successful contractor must possess the minimum experience and qualifications to perform the Work as specified in the Bidder Information materials.

Each bidder is required to furnish a \$1,000 bid bond, Cashier's check or other similar type of bid security with its Bid. Further, when selected, the successful contractor must provide a Performance Bond in the amount of its annual contract price and a Labor & Materials Bond in the amount of half the annual contract price.

The City is conducting this procurement process and will award the associated contract for the Work in compliance with Ala. Code § 35-2-1 et. seq. (1975). The award will be made to a contractor that submits the lowest responsive and responsible bid to the City. The City reserves the right to accept or reject any or all bids and to waive formalities related to submitted bids.

*[Signature]*  
 V. Sam S. Gaston  
 City Manager/Purchasing Agent

BIDDER INFORMATION - BID # B-20160210-006

SECTION I. SPECIFICATIONS & CONDITIONS FOR WORK

A. General Scope of Work

The City of Mountain Brook (City) intends to enter into a contract with the successful contractor with fixed, monthly pricing for air filtration systems and scheduled preventive maintenance for the HVAC (heating, ventilation, air conditioning, controls) systems at its Municipal Complex buildings in Crestline Village (the "Work"). Maintenance of the HVAC systems at the following buildings/facilities will be included in this contract:

Building Name	Building Address
City Hall	56 Church Street
Fire Administration and Station One	102 Tibbett Street
Police Department	101 Tibbett Street

A list of the names and the numbers of the respective building representatives will be provided to the successful contractor.

The Work includes, but is not limited to, preventive maintenance on pneumatic control systems, electronic control systems, digital control systems, industrial chillers, and air handling units. The successful proposer will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality Work.

Upon mutual agreement of the City and successful contractor and an amendment to the contract, the City may add additional buildings/facilities throughout the term of this contract.

B. Equipment Lists and Maintenance Schedules

Equipment lists and maintenance schedules for the above referenced buildings referenced will be distributed at the mandatory pre-bid conference. For initial reference, the following equipment is included in the Work:

75 - Water Source Heat Pump Units	3 - Roof Mounted Exhaust Fans
3 - Gas Fired Water Boilers	3 - Kitchen Exhaust Fans
2 - Cooling Towers	1 - Kitchen Supply Fan
2 - Base Mounted Pumps	4 - Energy Recovery Ventilators
3 - In-line Pumps	4 - Outside Air Heat Pump Units
4 - Vehicle Exhaust Filtration Units	1 - Fan Powered Filter Module
Heat Pump Piping Loop Chemical Treatment	

NOTE: TO PROVIDE INTERESTED CONTRACTORS MORE INFORMATION ABOUT THE REQUIRED SERVICES, INCLUDED ON ATTACHMENT C ARE CERTAIN QUESTIONS AND ANSWERS TO INQUIRIES MADE BY CONTRACTORS IN THE 2013 PROCUREMENT PROCESS TO SELECT THE CITY'S HVAC SCHEDULED MAINTENANCE PROVIDER.

C. Contract Period

The term of this contract that is awarded to the successful contractor (the "contract") shall be for three (3) years commencing May 2, 2016 (the "Term").

D. Pricing/Payment Terms

The interested contractor shall propose fixed, monthly price to perform all Work during the Term of the contract. Proposed pricing shall be firm from the effective date of the contract, and no price escalation will be allowed during the Term. The quoted price includes all labor, services, materials, equipment, travel and other expenses incurred to perform the HVAC scheduled maintenance services as described herein.

The successful contractor may invoice the City on a monthly basis for service provided during the preceding month; each invoice shall include the Bid number, dollar amount, and any other pertinent information and be submitted in duplicate to:

Accounts Payable  
City of Mountain Brook  
P. O. Box 130009  
Mountain Brook, Alabama 35213-0009

The City agrees to pay such invoices within twenty (20) days after receipt. The contractor shall not bill the City separately for subcontractor work, if any is authorized, as the monthly pricing proposed by the contractor shall include these fees.

NOTE: The City is exempt from all federal, state and other states' taxes on the purchase of commodities and services used by the City within the State of Alabama. The City Clerk, or his designee, shall provide tax exemption documentation upon request.

E. Scheduled Services on HVAC Systems

The scheduled services for HVAC systems that are included in the successful contractor's fixed monthly price are as follows:

- Replace fan belts semi-annually
- Check fan pulley alignments
- Replace filters (quarterly - schedule may be adjusted based on condition of filters observed). Filter condition assessment shall be made at 30 day increments for first quarter of occupancy to determine if quarterly replacement is adequate. Note: In determining its proposed pricing, the contractor may include as a separate fixed price one complete set of filters (for budget purposes) if adjustment has to be made.

- Clean condensate drain pans as required
- Cooling tower - annual interior cleaning and seasonal start-up
- Test safety controls
- Measure and record system pressures and temperatures
- Record motor amperage
- Heating system annual check and seasonal start-up
- Adjust fresh air dampers (as appropriate)
- Check calibration of thermostats
- Check blower assembly
- Lubricate all moving parts pursuant to manufacturer specifications
- Maintain service log
- Other scheduled maintenance as specified by the equipment manufacturer(s)

F. Specific Requirements/Conditions of Work on Systems

1. Two buildings (Police and Fire) in the Municipal Complex operate 24 hours a day, 7 days a week, and the City Hall building is regularly used for events that are held after normal business hours. Therefore, service response time is critical regardless of time of day.
2. All technicians selected to work on the contract must be familiar with the Municipal Complex and the location of the HVAC systems. The contractor's representative will orient the technicians on the layout of each building and the location of the HVAC systems.
3. The contractor may not use unsupervised helpers/non-technicians to perform a job.
4. All technicians employed by the contractor will be required to wear identification at the work site, including a name tag and clothing identifying the contractor's company.
5. The contractor must designate a primary technician for project. The primary technician will be responsible for the assigned facility throughout the term of the contract. The primary technician will be responsible for designating a qualified technician to perform work required after regular business hours with the approval of the City.
6. The contractor shall perform the Work in a professional manner that meets or exceeds existing industry standards for similar operations. Unless otherwise specified, the contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty.
7. If any defects or signs of deterioration in the HVAC systems are noted that, in the City's opinion, are due to faulty workmanship or materials, the contractor, upon notification and at his/her expense, shall make the necessary repairs to correct any deficiency in the system. All systems must be fully functional and operational after the repair(s) have been made. All repairs shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.

8. All materials furnished under the contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by City. The contractor shall provide the authorized building representative with all manufacturers' warranty documents upon completion of installation and training prior to leaving the job site.

9. In the event that the new equipment or parts installed by the contractor fails and is under warranty, the contractor will be responsible for replacement and contacting the company for warranty repair. The City will not be responsible for any additional costs to repair new equipment or parts that are still under warranty.

10. Any replacement parts for existing or new equipment must be accompanied by written recommendation by the manufacturer. All written recommendations must be available to the City at any time.

11. Regardless of any statement to the contrary, the contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed with respect to its Work.

12. Contractor shall complete work during the service call in order to prevent follow-up work. If follow-up work is required to correct recent work, including improper repairs, installation, or substandard parts, the City shall not be charged.

13. If a job cannot be completed during regular business hours and the contractor can make a temporary repair, the contractor will be allowed to finish the repair during regular business hours.

14. If overtime hours are required to complete work, the contractor must receive approval from the City's building representative prior to commencement of work. The City reserves the right to request that the contractor receive written approval from the building representative prior to commencement of work.

15. Any shutdown of service and/or utilities must be approved and scheduled with the building representative.

16. All technicians may be required to sign-in and sign-out at the site of work and document the time in and the time out on the sign-in sheet.

17. The contractor will be required to keep legible and detailed documentation on all work performed under this contract. Detailed documentation includes but is not limited to the following items:

- name of building representative that placed the service call
- date of service
- time in and time out
- building serviced
- specific area and equipment being serviced (location of equipment, make and model, serial number)
- detailed diagnosis of the problem/repair
- services performed
- number of service hours
- hourly rate for services performed
- material(s) used
- cost of material(s)/equipment
- name of the technician
- job title of the technician
- signature of building representative
- warranty of any new material/equipment installed

All documentation must be provided to the City Purchasing Agent within seven (7) calendar days after work performance.

18. All commodities and/or service shall comply with applicable OSHA regulations in effect at the time commodities are shipped and/or the service is performed.

19. The contractor is responsible for providing written documentation to the City on any work that will affect the City's warranties on all equipment. The written documentation must be provided prior to commencement of work.

20. Materials or chemicals will not be allowed to be stored in any building in the Municipal Complex unless approved in advance by the City's building representative. Chemicals or substances that carry an MSDS data sheet shall not be left unattended (for any reason) during time of use.

21. The contractor shall use product/equipment and manufactured approved details on City property and facilities.

22. The contractor will be responsible for the removal of all debris and trash before leaving the work area. Clean-up of the work area shall be at no additional cost to the City.

23. The contractor shall be responsible for the replacement (at its expense) of any ceiling tiles damaged or noticeably soiled during a service call.

24. If at any time the City is dissatisfied with the service and/or the labor performed under this contract, the City will report that dissatisfaction to the contractor for remediation.

25. The contractor may subcontract heat pump system chemical treatment work. If the contractor elects to subcontract this function, the names of the subcontractor included in the

proposal naming owner and technician responsible for chemical treatment work shall be included in the list of technicians requested herein. Any change in a subcontractor must be approved by the City Manager thirty (30) days prior to change. Any work by a subcontractor shall be performed under the direct supervision of the contractor's Scheduled Maintenance representative, and approval of the subcontract arrangement shall not relieve the contractor of its responsibility to the City that any such work comply with the Specifications and Conditions herein.

**G. Equipment Under Manufacturer's Warranty**

The HVAC systems to be maintained under this contract are systems that were newly installed in or about 2013, and those systems (or components thereof) may remain under manufacturer's warranty. The scheduled maintenance service technician must be certified to perform warranty work for the specific HVAC systems to be maintained.

**H. Normal Work Hours/Service Calls and Response Time**

The contractor shall perform all scheduled maintenance work during normal working hours from 8:00 a.m. to 5:00 p.m., unless the City has placed a service call outside of this timeframe. The building representative may approve or disapprove any work to be scheduled outside of normal working hours. Shutdowns shall be scheduled at the convenience of the City.

However, because some buildings in the Municipal Complex operate 24 hours, 7 days a week, the contractor agrees to respond to service calls that are placed outside the normal work hours and be available for emergency work on a twenty-four (24) hour, seven days a week basis. The contractor shall respond and commence work with respect any emergency service call within two (2) hours or less, and respond to any non-emergency service calls and commence work thereon within four (4) hours or less.

**I. Repairs by Contractor (After Equipment Warranty Has Expired)**

In addition to preventive maintenance, the City may request that the contractor perform Work that entails repairs on defective equipment (or components thereof) or replace that equipment (or components thereof) that is not covered by a manufacturer's warranty. The following procedures apply for such repairs.

If the total estimated cost of the repair/replacement is less than \$1,000, prior to performing the work the contractor shall provide an estimate of the cost to the City building representative for that location. If the City building representative approves the repair based on that estimate, the contractor technician may perform the work and the contractor will include its charges on its subsequent monthly invoice.

If the estimated cost of the repair/replacement is more than One Thousand Dollars (\$1,000), the work shall be considered a major repair and the following procedures shall apply. Prior to commencing the repair, the contractor shall submit a written estimate to the building representative for the total cost of a major repair. The contractor must receive written

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authorization and approval from the department head or designated representative before commencing a major repair, and a special purchase order will be issued for that work. If the major repair is required and that situation is deemed an emergency by the City building representative, this requirement of advance written approval from the department head may be waived by the City. In the event that the need for a major repair arises, the City reserves the right to obtain competitive quotes from third parties and select a vendor other than the contractor to perform the major repair.

In any event, the contractor acknowledges and agrees that the expense of any repair (whether under or over \$1,000) that it performs under this contract shall be at the contractor's risk and will not be paid by the City if the repair is not initially authorized by the City.

**J. Service Tag**

All technicians shall complete a service tag/sticker and attach it to the serviced equipment after completion of preventative maintenance service. The service tag/sticker shall be used to document the following information:

- the date serviced
- the name of the technician(s)
- description of the preventative maintenance service(s) performed.

The service tag/sticker must contain adequate space to document preventative maintenance worked performed (e.g., filter changes, cleaning, etc.) and future repairs and must be placed in a location to prevent weather related damages. The technician shall not place the new service tag over pre-existing service tags, including tags that have previous preventative maintenance history and equipment repairs.

**K. Safety**

The contractor exclusively shall be responsible for the safety of its personnel (and that of any subcontractor or subcontractor personnel) while performing Work on City's premises. In addition, the contractor shall undertake whatever practices that it deems necessary (including, but not limited to, the posting of signs warning against hazards in and around a work site) to maintain a safe work environment and at all times to protect its personnel, City personnel, the general public and City property from injury, damage or loss.

The City makes no representation and gives no warranty that its premises (or the equipment or improvements thereon) are safe or fit for the performance of that Work. Prior to commencing its operations on City premises, the contractor (and its representatives) shall thoroughly examine and become familiar with the site, HVAC system(s) and associated facilities to ensure the service can be completed in an orderly and safe manner. The technician shall report immediately to the building representative the existence of any condition(s) on the City premises which the contractor considers may impact the safe performance of Work, and the parties will attempt to reach agreement on a mutually acceptable method to alleviate that condition.

**L. Contractor Equipment**

At its expense, the contractor is responsible to furnish all of the necessary equipment, tools and supplies required to perform the services and Work under this contract. The contractor's equipment and tools shall be well maintained, calibrated, and in proper working order before use.

**M. Permits**

Prior to beginning work, the contractor will be responsible for submitting and obtaining required/necessary permits such as, but not limited to, welding permits, required to perform its work.

**N. Other Contract Terms**

In addition to performing the Work in compliance with the Specifications set forth in this Section I and elsewhere in these Bidder Information documents, the successful contractor agrees that the following additional terms and conditions are incorporated into the contract that will be awarded and apply with respect to the Work:

1. **Insurance Requirements.** Before commencing the performance of any Work, the successful contractor shall provide and maintain the following types of insurance policies or coverage throughout the Term of the contract with the minimum limits stated below:

Type of Coverage	Occurrence	Aggregate
a. Comprehensive General Liability (including endorsement for assumed contractual liability)		
-Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability (Combined Single Limit)		
-Bodily Injury & Property Damage	\$1,000,000	
c. Excess Liability	\$1,000,000	\$1,000,000
d. Worker's compensation insurance	Statutory Limits	

Before commencing work, the contractor shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein. The policies shall be issued by insurance carriers that are reasonably acceptable to the City. Further, the certificate shall name the City and its officials, employees and agents as additional insureds with respect to all Contractor operations pursuant to the contract. Insurance certificates shall be updated and provided to the City annually or at such intervals that coincide with the underlying insurance contract renewals.

Additionally, the contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies. Cancellation or modification of said policy or policies where such modifications are inconsistent with the stipulations

described above shall be considered just cause for the City of Mountain Brook to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performance on the contract.

2. **Independent Contractor.** The contractor is an independent contractor with respect to its performance of the Work and services pursuant to the contract. The contractor exclusively controls the means and methods it uses or selects to perform the Work. Nothing herein shall be considered to create an employer-employee, principal-servant, joint venture, or relationship between the City and contractor other than that of independent contractor.

3. **Indemnification.** The contractor shall indemnify, defend and hold harmless the City of Mountain Brook (and its officers, employees, agents or representatives, collectively, the "City Representatives") from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits against the City or the City Representatives alleging bodily injury (including death), property damage or claiming other damages or losses from the City (or a City Representative(s)) based on, arising out of or resulting from (i) the contractor Work (whether such operations be by the contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them) or (ii) the contractor's failure to perform its obligations under the contract.

The contractor further agrees to save and hold harmless the City (and the City Representatives) from liability of any nature or kind arising from the contractor's use of any copyright or non-copyright composition, process, patented or unpatented invention, article or appliance of which the contractor is not the patentee, assignee, licensee or owner, furnished or authorized to use in the performance of the contract.

4. **Immigration Law Compliance.** The contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the Season-Hanson Alabama Taxpayer and Citizen Protection Act, Act No. 2011-635 (H. B. 66), as amended from time to time (the "Act") and that, during the performance of this contract, the contractor shall participate in the E-Verify program as required under the terms of the Act. The contractor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors providing work for contractor indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The contractor also represents and warrants that it shall not hire, retain or contract with any contractor in the State of Alabama that it knows is not in compliance with the Act.

By signing this Agreement, the contractor also affirms that, for the duration of the contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If

the contractor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

5. **Compliance with Laws.** The Contractor agrees to perform its Work and services in accordance with applicable laws, ordinances, building codes, underwriters' codes or regulations, including, but not limited to, those laws intended to protect the environment and to protect the safety of workers (collectively, the "Laws"). The requirements of these Laws shall be construed as the minimum requirements of the Specifications.

6. **No Collusion.** The contractor certifies that all the matters set forth on the Bidder Warranty and Affidavit that is annexed to the Bidder Response Form are true and correct.

7. **Certification.** The contractor certifies and warrants that no employee or officer of the City has an interest, either direct or indirect, in the contract or is a beneficiary of the service arrangement made the basis thereof.

8. **No Third Party Beneficiaries.** Neither this contract nor any provision or part in it creates, or is intended to create, any right, interest or benefit for any third person, entity or firm, including, but not limited to, any authorized subcontractor of the contractor.

9. **Early Termination of Contract.** The contract may be terminated prior to its expiration of its Term on occurrence of any of the following:

(a) The City may terminate the contract on thirty (30) days advance written notice to the contractor if municipal funds are not available to fund the intended expenditure;

(b) The City may terminate the contract in the event that the successful contractor fails to perform a material obligation hereunder (a "Default") and fails to cure or remedy that Default within fifteen (15) days after the City provides written notice thereof to the contractor; or

(c) The City may terminate the contract on thirty (30) days advance written notice if the materials, equipment, or labor provided under this contract do not meet or exceed existing industry standards for HVAC operations and the contractor fails to remedy that condition within such period.

If the contract is terminated due to a contractor Default, the City may award it to the next qualified contractor that is identified in the bid process.

10. **Amendment.** The contract and none of the provisions in it may be modified, changed or altered except in writing that is authorized and signed by both parties.

11. **Assignment/Subletting.** Except as expressly authorized herein, the contractor shall not assign, transfer, convey, sublet or otherwise transfer or dispose of the contract or Page 10 of 29, Bid #B-20160210-006

any of its rights, responsibilities or interest therein to any other person, firm or corporation without the prior written consent of the City, which may be withheld for any reason. Unless expressly agreed to the contrary, in no event shall such consent relieve the contractor from its obligations to the City hereunder or change the terms of the contract.

SECTION II. CONTRACTOR QUALIFICATIONS/REQUIREMENTS FOR AWARD

Interested contractors are required to meet all qualifications in this Section II in order to be considered for award of the contemplated contract for the Work (the "contract"). Respondents should complete and return Attachment B - the Bidder Qualification Form with their bid. If a respondent does not submit documentation with its bid substantiating that they comply with these qualification/ requirements in this Section II, the City may disqualify them from an award or entering the contract.

A. **Minimum Experience.** Bidders must have at least five (5) years of experience in the commercial HVAC business. Interested contractor must provide information on the Bidder Qualification Form (see Attachment B) indicating whether they meet this requirement.

B. **Licensing Requirements.** To be eligible for the award, the successful contractor must provide the City evidence that it has or will obtain the following licenses and attach copies thereof of the Bidder Qualification Form:

- a. CFC License/Certification
- b. State of Alabama Heating and Cooling License
- c. City of Mountain Brook Business License

The interested contractor also shall attach any other state, county or local licenses and/or certificates held by it that evidence the contractor's qualifications in heating, ventilation, and air conditioning maintenance, repair and installation.

\*Note: If not currently held, this license must be obtained prior to commencing work.

C. **HVAC Scheduled Maintenance Contracts/References.** The successful contractor must have HVAC scheduled maintenance service contracts/arrangements with at least three (3) firms who have contracted for such services with the bidder within the last five (5) years. References for each such firm shall also be provided. The City of Mountain Brook and its employees may not be accepted as a reference. The City reserves the right to contact references as part of the evaluation and selection process. Information indicating compliance with this qualification shall be provided on Attachment B.

D. **List/Qualifications of Technicians Who Will Service City Buildings.** On Attachment B the successful contractor must provide a list of the personnel that will be responsible providing services pursuant to the contract with the City. Also, all technicians selected to perform work for this contract must (a) have a minimum of three (3) years commercial HVAC experience in servicing water source heat pump units, control systems, and mechanical equipment. It is mandatory the contractor has personnel trained in the maintenance and service of water source heat pump systems; and (b) be fully qualified and certified in refrigerant recovery systems (Universal certification required). Proof of these technician qualifications must be included on Attachment B.

As to each employees/technician listed on Attachment B, the contractor should include and supply the following information:

- name
- job title
- areas of experience and the length of time for each area
- special training, licensing, and certification for each employee
- CFC License and proof of qualification and certification in refrigerant recovery systems
- hourly rate for repairs if the City authorizes repair work
- proof of employee's training and minimum 3 years' experience in maintaining water source heat pump HVAC systems

**E. Mandatory Pre-Bid Conference:** A mandatory pre-bid conference will be held on **March 23, 2016 at 2:00 p.m. (CST) at the City's Council Chambers, 56 Church Street, Mountain Brook, AL 35213.** The pre-submission conference is mandatory; proposals will be accepted only from those vendors who attend this conference. At this conference the City will provide each interested vendor with an opportunity to tour and inspect the facilities in the Municipal Complex, discuss the City's requirements, discuss the specifications related to the project, and ask questions that pertain to this Bid. Please note that the general location of HVAC equipment could affect the cost and performance of the contract.

**F. Bond Requirements.** Each bidder is required to furnish a \$1,000 bid bond, cashier's check or other similar form of bid security acceptable to the City with its Bid.

When selected, before commencing work the successful contractor must provide a Performance Bond in the amount of its annual contract price and a Labor & Materials Bond in the amount of half the annual contract price.

**G. Insurance Requirements.** Before commencing its work, the successful contractor must provide the types of insurance and comply with the insurance requirements discussed in Section 1N.1 above.

**SECTION III. INSTRUCTIONS TO BIDDERS FOR SUBMITTING BIDS**

1. Bids and associated completed forms should be placed in sealed envelope or container that is addressed to City of Mountain Brook, Alabama, Attention: City Manager, City Hall, 56 Church Street, Mountain Brook, AL 35213-3700, and delivered on or before the local time and date specified in the Bid.

2. The following information should be clearly shown on the exterior of the sealed bid: (a) BID # B-20160210-000 - HVAC SCHEDULED MAINTENANCE FOR CITY MUNICIPAL COMPLEX, (b) Date and Time of Bid Opening; (c) Name of Bidder; and (d) Bidder's State of Alabama Heating and Cooling License number.

3. The completed Contractor Bid Response Form (see Attachment A) and completed Bidder Qualification Form (see Attachment B) are due no later than **Thursday, April 7, 2016 at 10:00 A.M. (CST)**. The bidder shall be responsible for taking whatever measures are necessary to ensure that its response reaches the City at the designated address on or before the local time and date specified. The City shall not be responsible for and may not consider any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

4. Each bidder shall submit two (2) copies of their responses.

5. Bids must be entered on the Contractor Bid Response Form that is provided heron (see Attachment A). Each bidder shall fully complete all sections of Attachment A, and sign in the appropriate places thereon in the presence of a notary.

6. Bids that are completed in pencil or faxed to the City will not be accepted.

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

8. All questions and clarifications regarding this Bid, Specifications or the Work other than the general information that is provided at the Pre-Bid Conference must be **submitted in writing by March 31, 2016 at 4 pm** to the following City representatives:

Purchasing Questions:  
Siyen Boone  
Finance Director  
City of Mountain Brook  
[boones@mountainbrook.org](mailto:boones@mountainbrook.org)  
(205) 802-3625

Technical Questions:  
Michael Thomas  
Senior MEP Manager  
Brasfield & Gorrie, LLC  
[MTThomas@BrasfieldGorrie.com](mailto:MTThomas@BrasfieldGorrie.com)  
(205) 229-0088

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No oral answers or interpretations to such inquiries will be provided. The City's response to all questions will be e-mailed to all interested firms that attend the mandatory pre-bid conference and treated as an Addendum to these materials. All addenda issued shall become part of the contract documents for this Bid.

**NOTE:** Interested contractors should not direct questions or inquiries about the Work of this Bid to the respective building representatives.

- 9. Each bidder is responsible for all costs related to the preparation of its Bid Response.

**SECTION IV. CONTRACT /AWARD PROCESS**

1. Bidder's Intent. By submitting a response, the bidder accepts and agrees to comply with the Specifications & Conditions for the Work and obligations in other sections of these bid materials, unless otherwise stated in a bid exception.

2. Any exception taken by a bidder should be stated in detail, in writing, at the time of its submission. The City reserves the right to accept or reject any such exception taken by the bidder, and deviations from the Specifications & Conditions that are not accepted by the City may be grounds for rejecting and disqualifying the bid.

3. The City intends to make an award of the contemplated contract within no more than fifteen (15) days after the bid opening.

4. In determining the entity to whom to make an award, the City reserves the right to:

- (a) reject the proposal of any bidder who has previously failed to perform properly or timely complete contracts of a similar nature;
- (b) reject the proposal of any bidder which, based on the City's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the contract;
- (c) reject the proposal of any bidder who is in arrears or in default to the City upon any debt or prior contract;
- (d) reject the proposal of any bidder who has failed to faithfully perform work or services on any previous contract or project for the City that is similar to that contemplated in this bid;
- (e) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, pecuniary resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the City; and
- (f) disqualify a bidder's response because it is not complete and the bidder failed to provide information requested in the bid materials.

5. Formation of Contract. After the City has made its award to the successful contractor and that contractor has fulfilled all requirements herein for commencing work, a contract between the parties shall be deemed to have been formed without further action by either party upon the issuance by the City of a purchase order for the Work. Unless otherwise agreed, the issuance of that purchase order shall reaffirm the agreement of the successful contractor to perform the Work pursuant to the Specifications & Conditions herein for the price set forth in the Contractor Bid Response Form.

SECTION V. CHECKLIST OF DOCUMENTS TO BE RETURNED BY BIDDER

- \_\_\_\_\_ A completed, signed and notarized Contractor Bid Response Form (see Attachment A); this Form includes signed and notarizing the Bidder Affidavit and Warranty
- \_\_\_\_\_ A completed, signed and notarized Bidder Qualification Form for Bid #B-20160210-008 (see Attachment B)
- \_\_\_\_\_ submitting written documentation evidencing that the bidder has been in the commercial HVAC business for the required minimum five year period
- \_\_\_\_\_ A copy of the bidder's CFC License
- \_\_\_\_\_ A copy of the bidder's State of Alabama Heat and Cooling License
- \_\_\_\_\_ All state, county, and local licenses and/or certificates evidencing the bidder's qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation
- \_\_\_\_\_ HVAC scheduled maintenance service contracts with at least three (3) firms other than the City of the Mountain Brook who have contracted with the bidder within the last five (5) years
- \_\_\_\_\_ A list of the technicians/employees selected to service HVAC systems at City Buildings and proof that they meet the individual qualification set forth in this Bid
- \_\_\_\_\_ If the bidder intends to subcontract the Chemical Treatment aspect of the Work, detailed information regarding the subcontractor and its personnel responsible for providing those services

ATTACHMENT A - CONTRACTOR BID RESPONSE FORM

Below is the firm bid of the undersigned to perform the contemplated HVAC Scheduled Maintenance for Municipal Complex work contemplated in Bid# B-20160210-008. The undersigned submits this Firm in response to the City's Invitation to Bid for the Bid. The City may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated contract and, except as may be listed below, submits its bid and agrees to perform its work in accordance with those Specifications and other requirements in the Bidder Information materials.

HVAC Scheduled Maintenance Services \$\_\_\_\_\_ Fixed monthly charge for all services listed on attached Exhibit 1 during 3 year contract

_____ Name of Firm or Company Submitting Bid	_____ Date of Bid
_____ Street Address	_____ Tax ID # of Bidder
_____ City State Zip	_____ Web Site of Bidder
_____ Printed Name Representative Escorting for Bidder	_____ Cell Ph. # Bidder Contact
_____ Signature of Bidder Representative	_____ Office Ph. # Bidder Contact
_____ Title	_____ Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public  
SEAL

\_\_\_\_\_  
Commission Expiration Date

NOTES:

- (1) Please state any Exceptions to the Specifications or other requirements in the Bidder Information materials on a separate sheet and attach that sheet to your Bid Response.
- (2) Bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Responses.

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BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Bid Response for the contract to be awarded to perform the HVAC Scheduled Maintenance for City Municipal Complex and that:

- (a) It has not colluded with any other bidders;
- (b) It has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) It has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the City may rely on information submitted in awarding the subject contract.

\_\_\_\_\_  
Name of Firm or Company Submitting Bid

By: \_\_\_\_\_  
Signature of Bidder Representative

Printed Name: \_\_\_\_\_

It: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public  
SEAL

\_\_\_\_\_  
Commission Expiration Date

Exhibit 1 to Attachment A - Contractor Bid Response Form

Scheduled Maintenance on HVAC Systems

- Replace fan belts semi-annually
- Check fan pulley alignments
- Replace filters (quarterly - schedule may be adjusted based on average condition of filters after the City's initial occupancy of the Municipal Complex.) Filter condition assessment shall be made at 30 day increments for first quarter of occupancy to determine if quarterly replacement is adequate. Note: In determining its proposed pricing, the contractor may include as a separate line price one complete set of filters (for budget purposes) if adjustment has to be made.
- Clean condensate drain pans as required
- Cooling tower - annually interior clean and seasonal start-up
- Test safety controls
- Measure and record system pressures and temperatures
- Record motor amperage
- Heating system annual check and seasonal start-up
- Adjust fresh air dampers (if required)
- Check calibration of thermostats
- Check blower assembly
- Lubricate all moving parts pursuant to manufacturer specifications
- Maintain service log
- Other scheduled maintenance as specified by the equipment manufacturer(s)
- List other regular maintenance services that contractor agrees to perform that are not listed above:

ATTACHMENT B - BIDDER QUALIFICATION FORM FOR BID # B-20160210-006

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

1. Name of Business: \_\_\_\_\_  
Principal Business Address: \_\_\_\_\_

2. Business Contact(s)

(a) Primary Contact (NOTE: The Primary Contact should attend the mandatory Pre-Bid Conference)  
Name: \_\_\_\_\_  
Title or Position with Company: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Street Mailing Address of Contact: \_\_\_\_\_

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact who can answer inquiries and who may attend the mandatory pre-bid meeting.

3. Business History

(a) The successful contractor must have at least five (5) years of experience in the commercial HVAC business. How many years has your organization been in this business? \_\_\_\_\_

(b) State the facts and attach written documentation evidencing that your organization has been in the commercial HVAC business for the required minimum five year period.

(c) How many years has your organization operated under its present business name? \_\_\_\_\_

(d) Type of Organization:

(1) If your organization is a corporation, answer the following:

- (i) Date of incorporation: \_\_\_\_\_
- (ii) State of incorporation: \_\_\_\_\_
- (iii) President's name: \_\_\_\_\_
- (iv) Vice-President's name(s): \_\_\_\_\_
- (v) Secretary's Name: \_\_\_\_\_
- (vi) Treasurer's name: \_\_\_\_\_

(2) If your organization is a partnership, answer the following:

- (i) Date of organization: \_\_\_\_\_
- (ii) Type of partnership (if applicable): \_\_\_\_\_
- (iii) Name(s) of general partner(s): \_\_\_\_\_

(3) If your organization is individually owned, answer the following:

- (i) Date of organization: \_\_\_\_\_
- (ii) Name of owner: \_\_\_\_\_

(e) Administration of Business.

Please describe in general how you operate and administer your business. In the description, please state each of the following:

- (i) the total number of employees;
- (ii) the number of workers who are dedicated to field operations;
- (iii) the name and title of your general supervisor of field service operations; and
- (iv) the number of employees dedicated to administrative and office matters.

4. Licensing.

List and attach to this Form all licenses and certifications that your organization currently holds or has that authorize it to perform commercial HVAC service in the State of Alabama.

Also please list the License number and attach a copy of the following Licenses to this Form:

- a. CFC License/Certification \_\_\_\_\_
- b. State of Alabama Heating and Cooling License \_\_\_\_\_
- c. City of Mountain Brook Business License\* \_\_\_\_\_

\*Note: If a City Business License is not currently held, it must be acquired prior to commencing work.

E. Other Scheduled Maintenance HVAC Contracts Serviced by Contractor

The successful contractor must have had HVAC scheduled maintenance service contracts with at least three (3) firms other than the City of the Mountain Brook who have contracted within the last five (5) years. Please provide the following information as to each such contract/arrangement:

Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contract: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type(s) of HVAC System(s): \_\_\_\_\_  
Dates of Contract: \_\_\_\_\_  
Location(s) of Service: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contract: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type(s) of HVAC System(s): \_\_\_\_\_  
Dates of Contract: \_\_\_\_\_  
Location(s) of Service: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contract: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type(s) of HVAC System(s): \_\_\_\_\_  
Dates of Contract: \_\_\_\_\_  
Location(s) of Service: \_\_\_\_\_

6. List/Qualifications of Technicians Selected to Service City Buildings.

On a separate page, please list and furnish the following information concerning each of the technicians/employees whom you select to service the HVAC systems at the City Buildings.

- name
- job title
- areas of experience and the length of time for each area
- special training, licensing, and certification for each employee
- CFC License and proof of qualification and certification in refrigerant recovery systems
- hourly rate for repairs if the City authorizes repair work
- proof of training and minimum 3 years' experience in maintaining water source heat pump HVAC systems

7. Insurance.

If available at this time, please attach a certificate issued by your current insurance carrier(s) indicating the existence and limits of your Comprehensive General Liability (including assumed contractual liability coverage), Automobile Liability, and Worker's Compensation coverage required in Section I N 1 of the Bidder Information materials.

8. Claims History

(a) Within the last five (5) years, has the bidder, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)

If yes, for each such contract or project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer to provide services?

If yes, for each such project, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

(c) Within the last five (5) years, have any of your clients or customers formally declared that the bidder is in default or has breached a material obligation in any agreement to provide services or operations?

If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

(d) Has your organization ever failed to complete any work awarded to it?

If yes, please provide all details related to such matter:

(e) Are there any judgments against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied?

If yes, please provide all details related to such matter:

(g) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.)

If yes, please provide all details related to such matter:

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder

(Type or Print)

By:

Signature

Its:

Printed Name

Title of Authorized Representative

Sworn to and subscribed before me on this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public

Commission Expiration Date

SEAL

APPENDIX 9

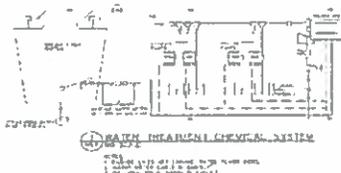
ATTACHMENT C - QUESTIONS AND RESPONSES BY CITY FROM 2013 PROCUREMENT PROCESS

See attached.

Manhattan Beach Municipal Commission  
NYAC Memoranda Request for Proposal  
Addendum #1

- 1 Will the installing contractor (P & M) add glycol or some other type antifreeze to the condenser water system to prevent the cooling tower from freezing?  
The cooling tower is equipped with glycol (20% mix) for freeze protection.
- 2 Are the tube heaters installed on the building included in the maintenance proposal?  
Bids in Item 2 & 3 shall be included in the maintenance contract to be letted primarily prior to the heating season.
- 3 What is the manufacturer and type control system installed and will the control system maintenance be included?  
Controls are by Carrier Vx System. Controls will be covered under the one (1) year warranty period after Owner acceptance.
- 4 What is the installing contractor's (P & M) warranty period and what is included in the warranty?  
The standard construction warranty applies which is one (1) year from substantial completion and acceptance date from the City. Substantive completion on 04/26/2018.
- 5 Will we be the point of contact during the installing contractor's (P & M) warranty period?  
P&M will be responsible for warranty issues during the first year after Owner acceptance.
- 6 Are repairs included in the maintenance contract or is only preventative maintenance included?  
Refer to page 3 of 21 of RFP where Annual Report are submitted after the equipment's warranty expires.
- 7 How will tax exempt purchases be made?  
The City can enter into a sales tax agency agreement with a qualified bidder which will allow them to issue purchase orders on behalf of and in the name of the City of Manhattan Beach.

- 8. It will be necessary to provide water treatment for the cooling tower to prevent scaling. The equipment should be located in or near the cooling tower. Will provision this water treatment? Will electrical power be provided for the equipment? Where should the equipment be located? The equipment is located in a site cabinet on the roof-level yard. The water treatment is provided by Chem Aqua for one year after installation of completion as part of the one year warranty with 15M Electrical. There will be 120 volt power out to the control rack for the equipment. The drawings can be found in the bid set located in the attached bid set. For more information, please see the schedule at the end of the drawing below.



- 9. Will a minimum end feed tape be added to keep the on tank pump and piping on cooling tower from freezing?  
 Field trace had been installed per a special piping from the building to the tower.
- 10. What form of proposal or bid form should be used?  
 See bid set 11 and 12 of the bid set for the completed to each number to be used for the proposal bidding on the work.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Type License: 140 - SPECIAL EVENTS RETAIL
State: 19000 County: 1-9000
Type License: State: County:
Trade Name: LA PAZ CINCO DE MAYO 2016
Filing Fee: \$50.00
Applicant: RED MOUNTAIN RESTAURANT GROUP LLC
Transfer Fee:
Location Address: PARKING LOT OF 99 EUCLID AVE MOUNTAIN BROOK, AL 35213
Mailing Address: 2901 2ND AVE S, STE 130 BIRMINGHAM, AL 35233
County: JEFFERSON Tobacco Sales: NO Tobacco Vending Machines:
Type Ownership: LLC
Book, Page, or Document Info: LR200806 24010
Date Incorporated: 05/30/2008 State Incorporated: AL County Incorporated: JEFFERSON
Date of Authority: 05/30/2008 Alabama State Sales Tax ID: R000723755

2016-053

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Includes entries for Cannon Palmerly Proffitt, Robert Cheyver Dillon Jr, and Kyleeans Doyle Walker.

Has applicant complied with financial responsibility ABC RR 20-X-5-147 YES
Does ABC have any actions pending against the current licensee? NO
Does anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquor permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: SAM DRUMMOND Home Phone: 205-290-8118
Business Phone: 205-515-5401 Cell Phone: 205-937-3524
Fax: E-mail: SAMDRUMMOND@AQ2TECH.COM

PREVIOUS LICENSE INFORMATION
Trade Name:
Applicant: Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SOUTHFACE MANAGEMENT INC 205-326-2222
What is lessor's primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO
Does the premises have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES
Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 8140 Display Square Footage:
Building seating capacity: 300 Does 1 licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Location is within: CITY LIMITS Police protection: CITY

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. Includes entries for Robert Chester Dillon Jr with DUI charges from Anniston and Birmingham police departments.

APPENDIX 10



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Initial each Signature page
In reference to law violations...
In reference to the Lease/property ownership...
In reference to ACT No. 80-529...
In reference to Special Retail or Special Events retail license...
In reference to the Club Application Information...
In reference to the transfer of license-location...
In accordance with Alabama Rules & Regulations 20-X-8-21(4)...
The undersigned agrees, if a license is issued as herein requested...
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct...

Applicant Name (print): CDe Walker
Signature of Applicant: [Signature]
Notary Name (print): Wendy Abbott
Notary Signature: [Signature] Commission expires 10-21-18
Application Taken: 4/11/16 App. Inv. Completed:
Submitted to Local Government: Forwarded to District Office: 4/11/16
Received in District Office: Resubmitted by Supervisor: Forwarded to Central Office:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Private Clubs / Special Retail / or Special Events Licenses ONLY
Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?
Special Retail
Is it for 30 days or less?
More than 30 days?
Franchise or Consortium of above?
Other valid responsible organization:
Explanation:
Special Events / Special Retail (7 days or less)
Starting Date: 05/03/2016 Ending Date: 06/05/2016
Special terms and conditions for special event/special retail.
NO TO GO SALES
NO ALCOHOL OUTSIDE LICENSED AREA
Other Explanations
License Covers: OUTDOOR EVENT HELD ON PATIO AND IN THE PARKING LOT
Are there any special restrictions, instructions, and/or conditions for this licensee? NO
TO GO SALES. NO ALCOHOL OUTSIDE LICENSED AREA. PREMISES WILL BE BARRICADED W/ ONLY 2 ENTRANCES SECURED BY MTN BROOK PD

