

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MAY 23, 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 6:00 p.m. on Monday, the 23rd day of May, 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  
Lloyd C. Shelton  
Alice B. Womack

**Absent:** Lawrence T. Oden, Mayor

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

**1. AGENDA**

1. Contract with Sain and Associates for construction, engineering and inspection (CEI) services with respect to the Phase 5b sidewalk project. (Resolution No. 2016-063 was added to the formal meeting agenda.)
2. Bridge design/analysis for crossing over Shades Creek in Jemison Park-Billy Pritchard and William Thomas of Walter Schoel Engineering Company, Inc. (Resolution No. 2016-065 was added to the formal meeting agenda.)
3. No turn on red options for Highway 280 ramp at Cahaba Road in Mountain Brook Village-Richard Caudle of Sain Associates. (Appendix 1-This matter was tabled.)
4. Purchase of 0.17 acres from Rami Achdut for Cahaba River Walk-Whit Colvin. (Resolution No. 2016-066 was added to the formal meeting agenda.)
5. Discussion of medical office amendment to the Office Park Zoning District-Whit Colvin. (Motion No. 2016-067 was added to the formal meeting agenda.)
6. Review of the matters to be considered at the formal [7 p.m.] meeting.
  - a. Appendix 2-The proposed resolution approving the conditional use (lunch operation) of Biscuit Boy at 2708 Culver Road was continued until the June 13, 2016 meeting at the request of the applicant.
  - b. Appendix 3-The proposed resolution assessing the cost of the nuisance abatement for the property located at 2324 Cahaba Road was removed from the agenda as the property owners' remitted the requested reimbursement of \$13,300 on Friday, May 20, 2016.

**2. 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 May 23, 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.

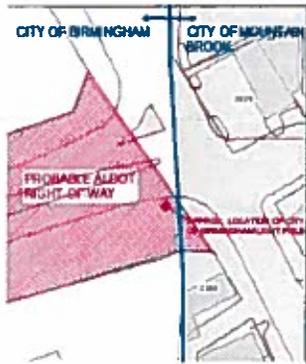
  
\_\_\_\_\_  
City Clerk

U.S. Highway 280 Connector Ramp at Cahaba Road

This report has been prepared for the City of Mountain Brook to discuss options to discourage right turns on red from the U.S. Highway 280 connector ramp onto Cahaba Road southbound.

City Limits and ALDOT ROW

The drawing below represents our understanding of the relationship of the ALDOT ROW and the City Limits boundary of Birmingham and Mountain Brook:



The existing NO TURN ON RED sign is within the ALDOT ROW, so the City of Birmingham does not have jurisdiction, EXCEPT that the City of Birmingham owns the light pole on which the sign is attached...notice the CB right above the yellow rectangle in this photo:



R10-11a



R2-6bP

So, altering the present sign would require approval from ALDOT and permission to attach from the City of Birmingham.

New Signs within the ALDOT ROW

Any new sign installed with the ALDOT ROW would require ALDOT approval. And that means the sign must come from the MUTCD. Here are some options of signs that could be used within the ALDOT ROW:

Some of the items which the Mayor discussed last Monday night at the Council Work Session would not be permissible in the ALDOT ROW. Specifically, I am recalling his desire to use red lettering.

New Signs Outside of the ALDOT ROW

There may be some area within the City of Mountain Brook outside the ALDOT ROW in which a sign could be placed. This location is far beyond the existing stop line and would be outside the normal cone of vision of a driver until they are in the process of making a right turn. A sign in this location would, in our opinion, be even less effective than the existing location. A sign in this location could have in addition to the other signs above a stronger message such as "STRICTLY ENFORCED".



Options and Recommendations

In examining the possible actions to take regarding this matter, we offer the following opinions:

1. The limitations on sign options within the ALDOT ROW render any option within the ALDOT ROW of minimal effect and not worth pursuing.
2. The poor visibility of any sign placed within the City of Mountain Brook outside of the ALDOT ROW on the southwest corner of the intersection renders this option of minimal effect and not worth pursuing.
3. Placement of a NO TURN ON RED sign on the span wire of the traffic signal opposite the right turn lane could provide a marginal benefit at low cost.
4. Placement of a R3-1 NO RIGHT TURN Symbol fiber optic blankout sign on the traffic signal span wire opposite the right turn lane could provide substantial benefit at a significantly increased cost. A sign similar to this is in place on Old Springville Road northbound at the intersection of Chalkville Mountain Road/Sweeny Hollow Road. Our experience and observations indicate very high compliance with this traffic control device.





CITY OF MOUNTAIN BROOK
Dana G. Hazen, AICP
Director of Planning, Building & Sustainability

DATE: May 5, 2016
TO: Mayor, City Council, City Manager, City Attorney
FROM: Dana Hazen, City Planner
RE: Conditional Use for Biscuit Boy (11am-1pm lunch service)
2708 Culver Road (previous iRevive and Melanie Pounds Interiors) Mountain Brook Village

Request for approval of a fast-casual restaurant in Mountain Brook Village. As may be seen in the attached letter of operational characteristics, although the restaurant is primarily a breakfast service, it is proposed to be open during the lunch peak hours of 11:00 a.m. to 1:00 p.m., thereby requiring approval of a conditional use.

The number of employees present between 11:00 a.m. and 1:00 p.m. will be four (4). There are two (2) on-site parking spaces along the alley which will be utilized by employees. Also, there is an agreement with Tom Sheffer of Avo-Dram to utilize the on-site parking at Avo-Dram for employee parking of this establishment, so it is not expected that employees of this proposed establishment will have an impact on street parking.

The applicant's letter indicates seating for up to 25 patrons; however, it not anticipated that this will create a demand for 25 parking spaces, in that a portion of the patrons will already be parked in the Village as employees or patrons of other retail, office and service establishments in the Village.

As has been noted in past memos to council regarding parking on Montevallo, Petticoat and Culver, there is often ample parking along Petticoat and a fairly regular turnover of parking along Montevallo during the lunchtime hours. However, parking on the north end of Mountain Brook Village is on the cusp of change in the near future. Some of the Western parking lot will be lost in conjunction with the demolition of Western, Smith's and Ollie Irene and construction of Jemison Lane and associated improvements on the south end of Lane Park.

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

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

I'm sure you'll do better than I). So with our limited seating - in the 20-25 range, say - and what we expect to be the preponderance of to go business, we don't see people lingering or parking long at all to enjoy our product. A biscuit sandwich, which represents the vast majority of our menu, is a rapidly prepared item and one rapidly consumed or easily taken away as well. We will have no table service and no bar and thus no reason for guests to linger long.

We expect the majority of our draw to be in the morning hours, when guests are grabbing breakfast and coffee to go or eating it quickly in the space. A community table proposed in front and a counter of sorts along the side would invite a quick sit-down at breakfast or lunch rather than a long meal as at Avo or Dram, for instance, or even as at Another Broken Egg, with a multitude of tables and table service to take food orders. And while we hope to be something of a destination, even a "drive-by" one, for breakfast, we don't see anyone coming from across Birmingham or nearby communities to grab a quick breakfast-oriented biscuit at lunch. True, we will offer a salad and a few more "lunchy" biscuit sandwiches, but grills and gravy aren't the stuff of business lunches. I see our lunch business coming mostly from the merchants and staff of the village itself, or people from the hotel and offices nearby. Indeed, we hope to sell pick-up biscuit platters for such groups on a regular basis during the week.

I hope this gives you all some basis for our request and I look forward to discussing the matter with you further as a group or individually as you see fit. Thank you for your review.

Respectfully,

Tom Sheffer

4 May 2016

Dear Ladies and Sirs:

Thank you for the opportunity to present our proposal for operating hours from 11 AM to 1 PM, described as lunch hours by the City of Mountain Brook. We are working with Splitfire Realty, the group that owns the little building at 2710 Culver, and architect Pete Pritchard, whose plans and renderings you should also have received, to develop a small biscuit concept offering mostly breakfast but also a light carryout lunch and (we hope) office catering business.

We plan to operate from 7 AM to 3 PM, closing after lunch service, with the lion's share of the business to come from 7-10 AM. Biscuits mean breakfast, and while they are eaten at other times of day, they are tied tightly to breakfast in the minds of the public and the culture of the area. So well over half of our sales would come then. Still, since it's never cheap to open and operate a restaurant, additional revenue from what are thought of as lunch hours would be crucial to the success of the enterprise, not to mention to fully employ workers at enough daily hours to maintain an admittedly small staff.

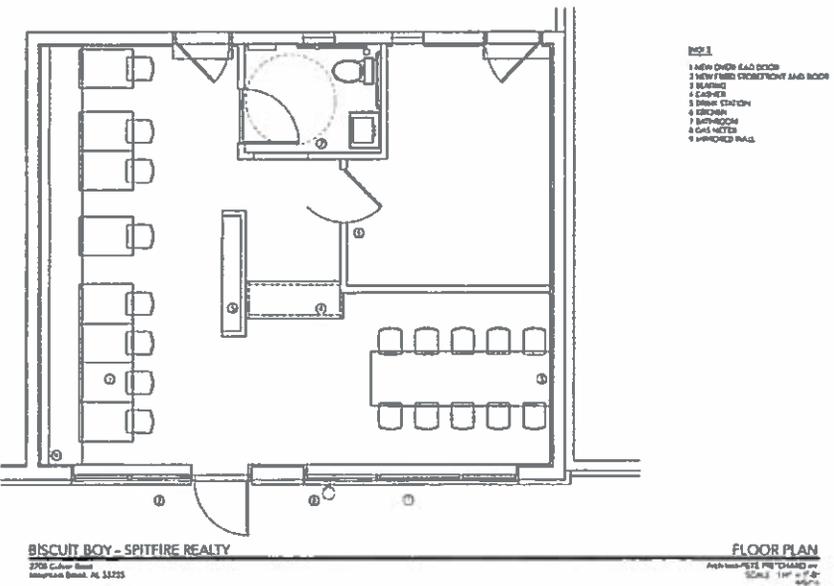
On that note, just 3-4 employees at a time would run the operation, as the space is quite small at around 800-900 square feet, and some of the staff would come from Dram, where they would park in our spaces behind the Village Corners building at Montevallo and Cahaba roads or in the three spaces behind the Splitfire building. With such brief operating hours, some employees would have to get more hours at Dram to make their time worthwhile. Indeed, some of the preparation of items to be sold at Biscuit Boy would be done in the Avo-Dram kitchen itself. So we don't see employee parking having an impact on village spaces.

In rudimentary midday parking counts over the past few weeks (and with an eye to the additional parking that is changing the realities of Mountain Brook Village), it's evident to us that there are always a good number of spaces on Petticoat Lane and, despite past controversies over such, on Montevallo itself during the lunch hours in question, as no lunch-focused restaurant operates there. Avo and Dram are not open then, and Another Broken Egg, like the proposed Biscuit Boy, is a breakfast- and thus morning-centered place. Obviously (and for decades), G&H is open for lunch nearby, but it's also a small space without a ton of seating, and the service is fast as the lunches themselves tend to be (I know from experience).

A rough but fairly detailed menu outline for what we would offer at Biscuit Boy in the Splitfire Realty-owned building on Culver:

- BISCUIT BOY
Egg & Cheese
Bacon
Sausage
Conecuh
Country Ham
Chicken
Hot Chicken
Hot Brown
Cuban
PB&T (on English Muffin)
Burger Boy
Sloppy Joe
Pulled Pork (+ sauce)
Benedict Boy (on English muffin or biscuit)
Early Riser (egg/meat/cheese/lett)
PotBoy (w/ corned-beef sauce)
Border Boy (flour tort)
GRAVY
Sausage
Red-Eye
Smoked Turkey
Chocolate
Gravy Flight (choice of three)
SIDES
Cheese Grits
Tater Tots (loaded; w/ cheese sauce)
SALAD
Kale Salad (cranberries/red-wine vinaigrette/biscuit croutons)
BREAKFAST PLATE
POOCH
Good Boy (day biscuit)

APPENDIX 2



BISCUIT BOY - SPITFIRE REALTY  
2700 Collier Road  
Houston, Texas, TX 77055



APPENDIX 2

APPENDIX 2



Time	Parked	Vacant	Total
11:30	8	3	11
11:45	10	1	11
12:00	14	2	16
12:15	15	2	17
12:30	16	2	18
12:45	19	1	20
13:00	20	1	21
13:15	19	1	20
13:30	18	1	19
13:45	17	1	18
14:00	16	1	17
14:15	15	1	16
14:30	14	1	15
14:45	13	1	14
15:00	12	1	13
15:15	11	1	12
15:30	10	1	11
15:45	9	1	10
16:00	8	1	9
16:15	7	1	8
16:30	6	1	7
16:45	5	1	6
17:00	4	1	5
17:15	3	1	4
17:30	2	1	3
17:45	1	1	2
18:00	0	1	1
Average	16	2	18

Parking Observation 11:30 - 1:00, May 17

This observation was conducted on a Tuesday between 11:30 and 1:00. Street parking was observed along three roads (Peterson, Montevilla and Culver). The average, combined vacancy of parking spaces on these three roads during the study time period was 30 spaces. Observations were also made regarding the number of cars parked in the Western parking lot where occupancy crossed Culver to provide another Broken Egg and Sneaky Pete's. The total number of cars that utilized the parking lot to provide the restaurant across Culver were 6. Therefore, it appears that when the Western parking lot is no longer available for utilization by restaurant patrons there will be ample parking (30 spaces) for those currently parking in the Western parking lot. Also, given the number of vacant street parking spaces in the vicinity of the proposed Biscuit Roy, there appears to be ample street parking to accommodate the proposed use.

RESOLUTION NC

WHEREAS, in Case No. 61 CV 2015-981 888 filed by the City of Mountain Brook (the City") in the Circuit Court of Jefferson County against William D. Rowe and Mary D. Rowe (collectively, the "Rowes"), that Court entered an Order on or about December 29, 2015 (the "Order") declaring the residential structure (the "House") on the property owned by the Rowes at 2324 Colaba Road in the City of Mountain Brook, Alabama (the "Property") and the grounds thereof (the "Grounds") to be subject to public nuisance.

WHEREAS, the Property is further identified by the Jefferson County Tax Assessor's Office as Parcel ID No. 25 09 06 4 021 012 000.

WHEREAS, the City selected proposals for the nuisance abatement work contemplated in the Order, and determined the proposal that was most favorable was that submitted by Beaudin Services, LLC in the amount of \$13,300.

WHEREAS, at its March 14, 2016 regular meeting, pursuant to Resolution No. 2016-030, the City Council of the City (the "City Council") authorized the execution of an agreement between the City and Beaudin Services, LLC for that contractor to perform the nuisance abatement work concerning the House and Grounds.

WHEREAS, as contemplated in the Order, a public hearing was held before the City Council on May 13, 2016 concerning the performance of the nuisance abatement work by Beaudin Services, the reasonableness of amounts paid for those services and potential assessment of those costs against the Property, and

WHEREAS, the Rowes were given notice of said May 13, 2016, public hearing and provided an opportunity to reimburse the City for the nuisance abatement expenses that it has incurred with respect to the Property.

WHEREAS, at the time of said hearing, information concerning the nuisance abatement work on the Property (including a report from the City's Building Official regarding the satisfactory completion of said work) was provided to the City Council.

NOW THEREFORE, after the report from the City's Building Official regarding the satisfactory completion of the nuisance abatement work and other matters concerning the Property at its May 13, 2016 hearing, the City Council RESOLVES as follows:

1. The Court-ordered nuisance remediation work concerning the House and Grounds on the Property have been satisfactorily performed.
2. The \$13,300 amount previously paid by the City to Beaudin Services, LLC to perform the nuisance remediation work (the "Nuisance Remediation Expenses") was a reasonable expenditure.
3. Prior to the hearing, the Rowes failed to reimburse the City for the Nuisance Remediation Expenses; and
4. Pursuant to §11-46-33 of the Code of Alabama, the City Council hereby specially assesses the Nuisance Remediation Expenses of \$13,300 against the Property, and that such amount shall constitute a lien on the Property for the amount of the assessment.

BE IT FURTHER RESOLVED by the City Council that the City Clerk is hereby authorized and directed, for and on behalf of the City, to file a certified copy of this resolution in the Office of the Judge of Probate of Jefferson County, Alabama in order that the Tax Collector for Jefferson County shall add the amount of the nuisance abatement lien to the ad valorem tax bill on the Property and shall collect the amount as if it were a tax and retain the amount collected to the City pursuant to §11-46-33 of the Code of Alabama.

ADOPTED: This 23rd day of May, 2016.

Council President

APPROVED: This 23rd day of May, 2016.

Mayor

CERTIFICATION

I, Steven Borer, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 23, 2016, as same appears in the minutes of record of said meeting.

City Clerk

2324 Colaba Road 8 abatement report

From: Dean Merchant

1 22 PM (13 hours ago)

To: David Farris

Also Beaudin Services and Cummins Coating were sent out to look at the project and give prices to remediate the nuisance. While Beaudin was higher, Cummins was not return any bids to confirm everything could be completed for the lower price. I spoke with several local contractors who stated that they saw Beaudin technicians at their excellent work and care to work with neighbors to not be a nuisance or damage public or private property with equipment or dumpsters. Mr. Beaudin even worked out an arrangement to restore the yard and make sure the House is ready to work with lawn care being scheduled to restore to their threshold home. During the abatement, Mr. Beaudin had the neighbors move their vehicles from their driveway in reference to cases there were making what the lot driveway was being about. Based on my experience with other nuisance abatement projects since the City of Mountain Brook, I can say that the \$13,300 price Beaudin charged was reasonable and the job was finished after assessed on as to not treat another situation.

Best Regards,

Dean Merchant  
Building Director

2324 Colaba Road, AL  
City of Mountain Brook, AL  
56 Church Street  
Mountain Brook, AL 35213

Forwarded message from  
From: Dean Merchant <dean@mountainbrook.org>  
Date: Mon, Apr 18, 2016 at 10:36 AM  
Subject: 2324 Colaba Rd. S. after 4/14.  
To: Sam Gaston <sgaston@mountainbrook.org>, Dean Merchant <dean@mountainbrook.org>

All personal property was coordinated through Beaudin Services to owner's residence at Thornhill

4 Attachments



CITY OF MOUNTAIN BROOK  
P O Box 12000  
Mountain Brook, Alabama 35213-0000  
Telephone: 205.988.0600  
Fax: 205.988.0611  
www.mountainbrook.org

May 23, 2016

Mr. William D. and Ms. Mary D. Rowe  
2324 Thornhill Road  
Mountain Brook, AL 35213

Re: City's Abatement of Nuisance: House and Grounds at 2324 Colaba Road

Dear Mr. and Mrs. Rowe,

Please be advised that the City has completed the nuisance abatement work concerning the house and grounds of your property located at 2324 Colaba Road in Mountain Brook, Alabama. As you may know, the City hired a contractor - Beaudin Services, LLC - to perform this work. The City has paid Beaudin \$13,300 for its services, attached is a copy of the City's April 28, 2016, check evidencing this payment.

Pursuant to the December 29, 2015 Court Order issued by the Jefferson County Circuit Court in City of Mountain Brook v. William D. and Mary D. Rowe, Case No. CV 2015-981 888, the City requests that you reimburse it for this expense within ten (10) days from the date of this letter. Please be advised that if this payment is not made, the City Council of the City of Mountain Brook, Alabama, will submit a hearing to the regular meeting on May 31, 2016, at 9:00 a.m. to determine the reasonable costs incurred with respect to abating the nuisance on your property and recovering those costs against your property. You have the right to appear, speak and present your interests at the public hearing.

Should the City Council determine at the hearing that such costs should be assessed to your property at 2324 Colaba Road, a resolution of said costs shall be adopted and a certified copy of this resolution will be delivered to the Office of the Probate Judge of Jefferson County in order that such assessment may be added to the property tax bill of your property.

If you have any questions or require additional information, please call or 205-988-3215 or e-mail me at [sgaston@mountainbrook.org](mailto:sgaston@mountainbrook.org).

Sincerely,

Sam Gaston  
City Manager

Enclosure: City's Apr 23, 2016 Check for \$13,300 Paid to Beaudin Services, LLC.





DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-00089-0000

4. Before filing this action, PLAINTIFF communicated with DEFENDANTS and requested they clear the nuisance conditions regarding the HOUSE by demolishing that structure and properly maintaining the GROUNDS.

5. On or about May 13, 2011, the SUMMONS and COMPLAINT were duly served on DEFENDANTS by certified mail to 2324 Thornhill Road, MOUNTAIN BROOK, Alabama 35211 (hereinafter "DEFENDANTS' Thornhill Road Address"). Counsel for PLAINTIFF also has certified his subsequent mailed notice of the APPLICATION and the MOTION to DEFENDANTS' Thornhill Road Address.

B. ENTRY OF DEFAULT AND DEFAULT JUDGMENT

Despite the COMPLAINT having been duly served on the DEFENDANTS at the DEFENDANTS' Thornhill Road Address and counsel for the PLAINTIFF having certified that the subsequent APPLICATION and MOTION having been mailed to the same address, the DEFENDANTS have FAILED to appear in this action to plead, answer, or otherwise defend or contest the claims or allegations in the COMPLAINT. Accordingly, ENTRY OF DEFAULT to each DEFENDANT is hereby NOTICED in the record of this action. And, moreover, DEFAULT JUDGMENT is hereby ENTERED in favor of PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA and against DEFENDANTS WILLIAM B. BOWE (DB) and MARY B. BOWE (DB).

Accordingly, it is hereby ORDERED, ADJUDGED and DIRECTED as follows:

A. COURT'S ORDER and REMEDIES as to HOUSE

- 1. The HOUSE on the DEFENDANTS' PROPERTY at 2324 Cobble Road South is DECLARED an extended public nuisance;
2. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may ABATE the public nuisance comprising the HOUSE by taking the following actions:

- (a) stop, and/or remove any water, gas or other utility facilities that formerly have served the PROPERTY;
(b) remove lawn, shrub or otherwise obstructive or any items of personal PROPERTY that remain on the HOUSE.

continuity as to the parties thereto.

DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-00089-0000

- (c) demolish the HOUSE in its entirety;
(d) following the demolition of the HOUSE, remove all demolition debris from the PROPERTY and properly dispose of that debris;
(e) following the demolition of the HOUSE, grade and restore the surface of the PROPERTY as required in compliance with all state, county or local ordinances; and
(f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (herein "HOUSE Demolition Operations").

3. If, for any reason, DEFENDANTS do not perform and complete the above cited HOUSE Demolition Operations in the period specified by this Court, the CITY, through its own means or by contract service, may ENTER the PROPERTY and ABATE the nuisance condition concerning the HOUSE by performing or completing any or all of these operations. If the CITY performs any HOUSE Demolition Operations, the CITY may exercise the following rights and take the actions below in connection therewith:

- (a) track and account for expenses (including any contractor expenses and the direct labor costs of its own forces) incurred with respect to these Operations;
(b) upon completion of any HOUSE Demolition Operations, provide a statement of its expenses for these Operations to DEFENDANTS via certified mail to DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If the tracking is properly evidenced and proved, the matter will be deemed to have been effectively given even if it is not actually paid or delivered to the relevant party;
(c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its HOUSE Demolition Operations expenses, PLAINTIFF may utilize the procedures set forth in §§ 11-40-11 - 11-40-15 to recover PLAINTIFF's expenses of these Operations against the PROPERTY and be reimbursed for those expenses to the extent not paid in those voluntary provisions.

DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-00089-0000

B. COURT'S ORDER and REMEDIES as to GROUNDS

- 4. The present condition of the GROUNDS on DEFENDANTS' PROPERTY at 2324 Cobble Road South is DECLARED an extended public nuisance;
5. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may ABATE the public nuisance concerning the GROUNDS by taking the following actions:

- (a) cut and remove from the PROPERTY any overgrown shrubbery, bushes, trees and other vegetation barriers;
(b) cut and remove any weeds on the PROPERTY to a height of one (1) meter (39.37 inches) and remove any resulting clippings;
(c) cut and remove any grass on the PROPERTY, or any dead, falling or dangerous limbs on existing trees; and
(d) collect and remove any fallen limbs, leaves or vegetative debris from the grounds (herein "Remained GROUNDS Operations").

6. If, for any reason, DEFENDANTS do not perform and complete the above cited Remained GROUNDS Operations in the period specified by this Court, the CITY, through its own means or by contract service, may ENTER the PROPERTY and ABATE the nuisance condition concerning the GROUNDS by performing or completing any or all of these operations. If the CITY performs any Remained GROUNDS Operations, the CITY may exercise the following rights and take the actions below in connection therewith:

- (a) track and account for expenses (including any contractor expenses and the direct labor costs of its own forces) incurred with respect to these Operations;
(b) upon completion of any Remained GROUNDS Operations, provide a statement of its expenses for these Operations to DEFENDANTS via certified mail to the DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If the tracking is properly evidenced and proved, the matter will be deemed to have been effectively given even if it is not actually paid or delivered to the relevant party;
(c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its Remained GROUNDS Operations, PLAINTIFF may utilize the procedures set forth in §§ 11-40-11 - 11-40-15 to recover PLAINTIFF's expenses of these Operations against the PROPERTY and be reimbursed for those expenses to the extent not paid in those voluntary provisions.

DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE  
CV 15-00089-0000

In these mandatory provisions.

B. NOTICE OF DEFAULT JUDGMENT

This DEFAULT JUDGMENT shall forthwith be MAILED to DEFENDANTS by USPS first class mail to the DEFENDANTS' Thornhill Road Address - 2324 Thornhill Road, MOUNTAIN BROOK, Alabama 35211.

Further, within ten (10) days following the entry of this DEFAULT JUDGMENT, PLAINTIFF shall enter the PROPERTY and POST a Notice on the entrance of the HOUSE located on the PROPERTY that states in substantial form as follows:

"THE HOUSE AND GROUNDS ON THIS PROPERTY HAVE BEEN DECLARED PUBLIC NUISANCES BY DEFAULT JUDGMENT ENTERED DECEMBER 29, 2011, IN CASE NUMBER CV 15-00089-0000, CIRCUIT COURT OF JEFFERSON COUNTY, PURSUANT TO THIS DEFAULT JUDGMENT, THE OWNERS OF THIS PROPERTY HAVE BEEN DIRECTED BY THE COURT TO DEMOLISH THE HOUSE AND REMEDIATE THE NUISANCE CONDITIONS ON THE GROUNDS WITHIN 30 DAYS OF THE DATE OF THIS DEFAULT JUDGMENT. IF THE OWNERS DO NOT TAKE THAT ACTION, REPRESENTATIVES OF THE CITY OF MOUNTAIN BROOK MAY ENTER THE PROPERTY, DEMOLISH THE HOUSE AND TAKE OTHER ACTIONS TO ABATE THE NUISANCE CONDITIONS. A FULL AND COMPLETE COPY OF THIS DEFAULT JUDGMENT MAY BE OBTAINED AT THE OFFICE OF THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT, 716 RICHARD ARMSHORN BOULEVARD NORTH, BIRMINGHAM, AL."

IV. POTENTIAL ADDITIONAL RELIEF and REPORT BY PLAINTIFF

Except as set forth herein, NO other relief is potential to PLAINTIFF at this date. This notice is TRANSMITTED to the Court's ADMINISTRATIVE DOCKET for an answer from the defendant within ten (10) days from the date of this DEFAULT JUDGMENT. Provided however, Counsel for PLAINTIFF is DIRECTED to file a written report with the Court on or before the tenth (10) day from the date of this DEFAULT JUDGMENT advising whether the public nuisance conditions on the PROPERTY have been abated. Following that report, the Court will CONSIDER whether any further relief, including the entry of injunctive relief, is warranted in the complaint or the resulting court costs should be considered or granted in this case. Thereafter, listing of costs in BILLS will follow under.

BOWE and ORDERED this date, December 29, 2011.

Michael G. Grappo  
MICHAEL G. GRAPPO  
Circuit Judge

Request for Taxpayer Identification Number and Certification. Includes fields for name, address, SSN, EIN, and checkboxes for various business types. Includes a signature line and date field.

Specific Instructions. A detailed document providing instructions for completing the Request for Taxpayer Identification Number and Certification form, including sections for general instructions, special instructions, and a glossary of terms.



EXHIBIT A - CONTRACTOR PROPOSAL

See attached

State of Alabama that a claim is not in compliance with the Act. By signing the Agreement, the Contractor certifies that it is not in compliance with the Act. If the Contractor is not in compliance with the Act, it shall be deemed to have accepted the terms of the Agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand and seal on this 17th day of March, 2016.

BY: [Signature]  
 BEARDY KERRISON, LLC

BY: [Signature]  
 City of Mountain Brook, Alabama

DATE: March 17, 2016

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
 CIVIL DIVISION / BIRMINGHAM  
 COUNTY OF JEFFERSON, ALABAMA

MAINTENANCE  
 WILLIAM D. BOWE, III,  
 DEBTOR,

VS.  
 CITY OF MOUNTAIN BROOK, ALABAMA,  
 CREDITORS.

DEBTOR'S AFFIDAVIT OF COMPLIANCE WITH THE PROVISIONS OF THE ALABAMA DEBTOR PROTECTION ACT

On this 17th day of March, 2016, I, WILLIAM D. BOWE, III, DEBTOR, do hereby certify that I am not in compliance with the provisions of the Alabama Debtor Protection Act, and that I have not received any notice of non-compliance from the City of Mountain Brook, Alabama, or any other creditor.

I, WILLIAM D. BOWE, III, DEBTOR, do hereby certify that I am not in compliance with the provisions of the Alabama Debtor Protection Act, and that I have not received any notice of non-compliance from the City of Mountain Brook, Alabama, or any other creditor.

I, WILLIAM D. BOWE, III, DEBTOR, do hereby certify that I am not in compliance with the provisions of the Alabama Debtor Protection Act, and that I have not received any notice of non-compliance from the City of Mountain Brook, Alabama, or any other creditor.

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
 CIVIL DIVISION / BIRMINGHAM  
 COUNTY OF JEFFERSON, ALABAMA

MAINTENANCE  
 WILLIAM D. BOWE, III,  
 DEBTOR,

VS.  
 CITY OF MOUNTAIN BROOK, ALABAMA, CREDITORS.

APR 16 2016  
 ALABAMA DEBTOR PROTECTION ACT



1. The Agreement was entered into between the Contractor and the City of Mountain Brook, Alabama, on this 17th day of March, 2016. The Agreement was entered into for the purpose of providing maintenance services to the City of Mountain Brook, Alabama.

2. The Agreement was entered into between the Contractor and the City of Mountain Brook, Alabama, on this 17th day of March, 2016. The Agreement was entered into for the purpose of providing maintenance services to the City of Mountain Brook, Alabama.

3. The Agreement was entered into between the Contractor and the City of Mountain Brook, Alabama, on this 17th day of March, 2016. The Agreement was entered into for the purpose of providing maintenance services to the City of Mountain Brook, Alabama.

4. The Agreement was entered into between the Contractor and the City of Mountain Brook, Alabama, on this 17th day of March, 2016. The Agreement was entered into for the purpose of providing maintenance services to the City of Mountain Brook, Alabama.

5. The Agreement was entered into between the Contractor and the City of Mountain Brook, Alabama, on this 17th day of March, 2016. The Agreement was entered into for the purpose of providing maintenance services to the City of Mountain Brook, Alabama.

BENJAMIN SERVICES LLC

ESTIMATE # 100

DATE: 3/17/2016

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1. MAINTENANCE SERVICES	1	12,000.00	12,000.00
2. MAINTENANCE SERVICES	1	1,200.00	1,200.00
TOTAL			\$13,200.00

Prepared By: Benjamin Services LLC  
 1611 Mountain Brook, Alabama 35221  
 benjamin@benjamin.com

APPENDIX B



APPENDIX 3



**CITY OF MOUNTAIN BROOK**  
 Revenue Department  
 701 West 120th Ave, Clarendon St  
 Mountain Brook, AL 35227-5708  
 (205) 965-2400 Fax (205) 974-3999

Category	Account	Due	11-Apr-2016
00-ANDER SERVICES LLC	239 DAN FOREST DRIVE	000000	
00-4-2015	0000	0000	
00-4-2015	0000	0000	
00-4-2015	0000	0000	
00-4-2015	0000	0000	
00-4-2015	0000	0000	
00-4-2015	0000	0000	

My bank paid for your payments

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**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MAY 23, 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 23rd day of May, 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  
Lloyd C. Shelton  
Alice B. Womack

Absent: Lawrence T. Oden, Mayor

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. FRANCIS HOPKINS AND SON, WESLEY JENKINS, TO ADDRESS THE MAYOR AND MEMBERS OF THE CITY COUNCIL REGARDING THEIR APPRECIATION FOR THE EXTENSION OF MAX ROUTE 43 THROUGH MOUNTAIN BROOK VILLAGE**

Richard Goldstein, City's appointed representative to the MAX Transit Advisory Committee, introduced Mr. Wesley Warren Jenkins and his mother, Francis Hopkins.

Wesley and his mother individually expressed their gratitude to the City Council for agreeing to extend Route 43 from the zoo further into Mountain Brook Village. Ms. Hopkins further expressed her thanks to Mr. Goldstein for his work on the Max Transit Advisory Committee.

Mr. James Hill, President of Transit Citizens Advisory Board (TCAB), commended Mr. Goldstein for his tireless efforts to improve mass transportation in the metropolitan area and the City of Mountain Brook.

Mr. Michael Crump of 3907 Memory Circle expressed his appreciation for the transit improvements in the City of Mountain Brook and challenged the City Council to do even more.

The members of the City Council expressed their thanks to Mr. Goldstein for his service to the City and its residents.

**2. CONSENT AGENDA**

Council President Smith announced that the following matters listed on the meeting agenda have been removed:

- a. The proposed resolution approving the conditional use (lunch operation) of Biscuit Boy at 2708 Culver Road was continued until the June 13, 2016 meeting at the request of the applicant.
- b. The proposed resolution assessing the cost of the nuisance abatement for the property located at 2324 Cahaba Road as the property owners' remitted the requested reimbursement on Friday, May 20, 2016.

Council President Smith then 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 May 9, 2016 regular meeting of the City Council.

<b>2016-061 Proclamation</b>	Golf Month	Exhibit 1, Appendix 1
<b>2016-062</b>	Adopt the 2015-2016 Personnel Board of Jefferson County classification survey	Exhibit 2, Appendix 2
<b>2016-063</b>	Accept the professional services proposal submitted by Sain Associates with respect to the Phase 5B sidewalk construction, engineering, and inspection services	Exhibit 3, Appendix 3
<b>2016-064</b>	Authorize the execution of a Clinical Agreement between the City and Wallace State Community College	Exhibit 4, Appendix 4
<b>2016-065</b>	Accept the professional services proposal submitted by Walter Schoel Engineering Company, Inc. with respect to their preliminary study of a pedestrian bridge over Shades Creek	Exhibit 5, Appendix 5
<b>2016-066</b>	Authorize the execution of a real estate purchase agreement and such other actions reasonably necessary to close a real estate transaction between the City and Rami Achdut for the City's purchase of two tracts of land totaling 0.17 acres adjacent to the City's Cahaba River Walk property located along Overton Road in consideration of \$15,000	Exhibit 6, Appendix 6
<b>2016-067 Motion</b>	Request that the Planning Commission conduct a public hearing to consider an amendment to the City's Zoning Code with respect to the definitions [distinction] of professional offices and medical offices	

Thereupon, the foregoing minutes, proclamation, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council President Pro Tempore Prichard. The minutes, proclamation, resolutions, and motion were then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing minutes, proclamation, resolutions, and motion. 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  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Council minutes, proclamation (No. 2016-061), and resolutions (Nos. 2016-062 through 2016-066), and motion (No. 2016-067) are adopted by a vote of 5—0 and as evidence thereof he signed the same.

### 3. PUBLIC HEARING TO CONSIDER AN ORDINANCE RESTRICTING ON-STREET PARKING ALONG A PORTION OF RIDGECREST ROAD (APPENDIX 7)

President Smith opened the public hearing carried-over from the May 9, 2016 meeting of the City Council and invited guests in attendance forward for their comments.

Mark Drummond of 3453 Brook Mountain Lane and president of the neighborhood association:

- Complaints include parking by students causing congestion making it unlikely that fire trucks and/or ambulances can pass, littering and other illicit activities, noise from the overnight parking and activities, and legal liability issues as the trek to and from school property is not considered safe
- The neighborhood requests that the City Council consider installing No Littering signs and No Parking signs

Dr. Michael Koslin of 3456 Brook Mountain Lane and past president of the neighborhood association:

- This issue has existed for years
- Superintendent Barlow visited the street years ago, wrote down license plates of parked cars and called parents. His actions resulted in some improvement for a few months.
- On the way to this meeting, there were eleven cars parked along the cul de sac and he expects numerous empty beer cans to be littering the street tomorrow
- Police have told them generally when they arrive that the occupants of the parked cars are not doing anything illegal
- Council President Smith suggested that if parking is restricted in the cul de sac that the parking issues will occur further down the road to which Mr. Koslin stated that he thinks the neighborhood will have more control over parked cars in front of their homes and because the hike to the school will be less convenient, the neighbors think that the students will no longer park in this neighborhood

Council President Pro Tempore Pritchard:

- Asked whether the neighborhood association realizes that if parking restrictions are implemented, they will apply not only to the students but the neighborhood residents and their visitors as well.

Randy Quarles of 3624 Ridgecrest Road:

- Has observed night time trash (beer cans and related debris), daytime trash (water bottles, etc.) and noon time (workers' trash such as food containers)
- He thinks the cars parked on the street tonight are there for a graduation party
- Suggested increased police patrols
- Would like to see no parking restrictions in the evening
- Agrees that parking restrictions will likely move the problem further down the street

Mark Drummond:

- Regarding the daytime (student) parking, if the walk is further and therefore less convenient, he thinks students will move elsewhere (off this street)
- If the students move down the street, he thinks the neighbors can simply ask the kids to move and that they will comply

Elizabeth Shannon of 4361 Little River Road:

- She used to live in California where she witnessed similar situations
- The solution there was to implement a parking permit policy

The City Attorney and Council member Carl expressed concern over the legality of such a policy on a public street.

Council President Pro Tempore Pritchard asked whether the neighborhood association has ever considered installing hidden cameras.

Mark Drummond:

- Lights at the entrance have been stolen on previous occasions
- Fears that if noticed by the students, the cameras will simply be stolen or vandalized

Police Captain Hagood in response to an inquiry as to whether cameras would assist in their law enforcement efforts, stated that likely the video could be used to make arrests or write tickets. However, whether such arrests or tickets would hold up in court is questionable.

Council President Pro Tempore Pritchard suggested that the City Council discuss this situation with legal counsel and the Police Chief further and delay any formal action for the time being.

Council President Smith:

- Agreed and stated that with the school recess upon us, the situation should improve (at least during the daytime) for the summer
- She suggested that the matter be considered further and reconsidered before school reconvenes in August

Terri Wright of 4736 Vermont Avenue, 35210:

- To alleviate the littering issue, suggested that the neighbors place trash receptacles along the street

#### 4. 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, June 13, 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.

#### 5. ADJOURNMENT

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

#### 6. 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 A108) on May 23, 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

#### EXHIBIT 1



#### CITY OF MOUNTAIN BROOK

56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802.3800  
Facsimile: 205.879.6913  
[www.mtnbrook.org](http://www.mtnbrook.org)

#### GOLF MONTH PROCLAMATION

**Whereas**, the first Men's State Amateur Golf Tournament in Alabama was held in 1915 at Montgomery Country Club, and

**Whereas**, the tournament has continued each year with the exception of 1917 and 1918 when it was pre-empted by World War I, and

**Whereas**, the Country Club of Birmingham hosted the first post-war tournament in 1919, and

**Whereas**, 2016 Men's State Amateur Golf Tournament will be the tenth time the tournament will be hosted by the Country Club of Birmingham, and

**Whereas**, the 2016 Championship will be conducted on a stroke play basis for 72 holes, 18 holes daily from June 9–12, 2016, at which time there are expected to be 156 players and after 36 holes the field will be reduced to the low 66 scores and ties for the final 36 holes of play, and

**Whereas** the Alabama Golf Association was organized on July 22, 1915 by John Inglis, head of the Greens Committee at Montgomery Country Club, during the Roebuck Springs Invitational that was won by a then thirteen-year-old Bobby Jones of Atlanta, and

**Whereas** the Alabama Golf Association is a 501(c)(3) not-for-profit educational organization whose mission is to serve and promote amateur golf in Alabama.

**Now, Therefore**, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, do hereby **proclaim** the month of June 2016, as

### **GOLF MONTH**

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and along with the 18,500 members of over 130 member clubs of the Alabama Golf Association to serve and support the game.

Given under my hand and the City of Mountain Brook, Alabama, on this 23rd day of May, in the year of our Lord, 2016, and of the Independence of the United States of America, 240th.

---

**Lawrence T. Oden, Mayor**

### **APPENDIX 1**

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### **EXHIBIT 2**

### **RESOLUTION NO. 2016-062 A RESOLUTION ADOPTING THE PERSONNEL BOARD OF JEFFERSON COUNTY 2015–2016 ANNUAL CLASSIFICATION SURVEY**

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**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, while in regular session on the 23rd day of May, 2016, as follows:

Section 1. That the City Council of the City of Mountain Brook, Alabama, hereby adopts the Personnel Board of Jefferson County 2015–2016 Annual Classification Survey effective Tuesday, June 14, 2016.

Section 2. That a copy of this Resolution be sent to the Jefferson County Personnel Board.

### **APPENDIX 2**

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**EXHIBIT 3****RESOLUTION NO. 2016-063**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to the Phase 5B sidewalk construction, engineering, and inspection services.

**APPENDIX 3**  

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**EXHIBIT 4****RESOLUTION NO. 2016-064**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Clinical Agreement, in the form as attached hereto as Exhibit A subject to such minor modifications that the City Attorney determines to be appropriate, between the City and Wallace State Community College.

**APPENDIX 4**  

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**EXHIBIT 5****RESOLUTION NO. 2016-065**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Walter Schoel Engineering Company, Inc., in the form as attached hereto as Exhibit A, with respect to their preliminary study of a pedestrian bridge over Shades Creek.

**APPENDIX 5**  

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**EXHIBIT 6****RESOLUTION NO. 2016-066**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a real estate purchase agreement and such other actions reasonably necessary to close a real estate transaction between the City and Rami Achdut for the City's purchase of two tracts of land totaling 0.17 acres adjacent to the City's Cahaba River Walk property located along Overton Road in consideration of \$15,000.

**APPENDIX 6**

Sam Gaston

From: Emily Vernon  
Sent: Wednesday, April 20, 2016 10:41 AM  
To: gaston@mtb-rook.org  
Subject: 100th Men's State Amateur

2016-061

Good morning!

I am writing to request a favor from the Mayor's office and City Council. 2016 is the 100<sup>th</sup> anniversary of the Men's State Amateur golf tournament and will be held at the Country Club of Birmingham on June 9-12. In an effort to raise more interest in the event, I was hoping to have the month of June proclaimed "Golf Month" in the City of Mountain Brook. Is this a possibility? Maybe with a. More information can be found on our website [albamagolf.org](http://albamagolf.org), or by calling or emailing me at the contact information listed below.

We hope to make this centennial event the best to date and I would like to thank you for your consideration.

Thank you!

Emily Pool  
Manager of Office Facilities & Media  
Alabama Golf Association  
1025 Montgomery Highway, Suite 210  
Birmingham, Alabama 35216  
205.979.1234  
<http://www.albamagolf.org>  
[emily@albamagolf.com](mailto:emily@albamagolf.com)  
Facebook | Twitter | Instagram | YouTube



4/20/2016

Sam Gaston

From: Emily Vernon  
Sent: Wednesday, April 20, 2016 12:20 PM  
To: gaston@mtb-rook.org  
Subject: 100th Men's State Amateur

Mr. Gaston-

I was so excited to hear back from you regarding the 100<sup>th</sup> Men's State Am. I am including below more specific and history of the event, as well as a brief history of the Alabama Golf Association. Registration will be closed prior to your May meeting, so I'm omitting those details.

History of the Men's State Am

The first Men's State Am in Alabama was held in 1915 at Montgomery Country Club and the winner of that event was Jack Allison of Birmingham. The tournament has continued each year with the exception of 1917 & 1918 when it was pre-empted by WWI. The Country Club of Birmingham hosted the first post-war tournament in 1919, and 2016 will be the tenth time the tournament will take place there. More recently, Smylie Kaufman won the State Am in 2011.

100<sup>th</sup> Men's State Am

The 2016 Championship will be conducted on a stroke play basis for 72 holes, 18 holes daily on June 9-12, 2016. There will be 156 players at the Championship site to begin play. After 36 holes the field will be reduced to the low 66 scores and ties for the final 36 holes of play.

Awards will be presented to the low 10 scorers posting 72 hole scores. In addition, the Champion will have their name engraved the Sam D. Perry trophy housed at the AGA office.

Spectators are both welcomed and encouraged at this and all AGA competitions. Spectators will not be allowed at this competition, however, we follow the USGA policy of permitting the use of mobility scooters by any spectator who requires on-course transportation.

History of the AGA/About Us

The Alabama Golf Association was organized on July 22, 1915 by John Inglis, head of the Greens Committee at Montgomery Country Club, during the Roebuck Springs Invitational that was won by a then thirteen-year-old Bobby Jones of Atlanta. We are a 501(c)(3) not-for-profit educational organization whose mission is to serve and promote amateur golf in Alabama and are the USGA's liaison for golf in Alabama. AGA membership consists of over 130 member clubs represented by nearly 18,500 individuals. The activities and services of the AGA are governed by a volunteer-based Board of Directors consisting of Alabama golfers who wish to serve the game and association through service.

Thank you again so much! If you have any questions or need additional information, please let me know.

Emily Pool

4/20/2016

APPENDIX 1

Manager of Office Facilities & Media  
Alabama Golf Association  
1025 Montgomery Highway, Suite 210  
Birmingham, Alabama 35216  
205.979.1234  
<http://www.albamagolf.org>  
[emily@albamagolf.com](mailto:emily@albamagolf.com)  
Facebook | Twitter | Instagram | YouTube



From: Sam Gaston [mailto:gaston@mtb-rook.org]  
Sent: Wednesday, April 20, 2016 10:53 AM  
To: Emily Vernon  
Cc: Steve Boone  
Subject: RE: 100th Men's State Amateur

I am sure we can do this for you at our May 23<sup>rd</sup> meeting. Furnish us a little more info for inclusion in the resolution.

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL  
50 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3903 Phone  
(205) 670-3877 Fax

From: Emily Vernon [mailto:emily@albamagolf.com]  
Sent: Wednesday, April 20, 2016 10:41 AM  
To: gaston@mtb-rook.org  
Subject: 100th Men's State Amateur

Good morning!

I am writing to request a favor from the Mayor's office and City Council. 2016 is the 100<sup>th</sup> anniversary of the Men's State Amateur golf tournament and will be held at the Country Club of Birmingham on June 9-12. In an effort to raise more interest in the event, I was hoping to have the month of June proclaimed "Golf Month" in the City of Mountain Brook. Is this a possibility? Maybe with a. More information can be found on our website [albamagolf.org](http://albamagolf.org), or by calling or emailing me at the contact information listed below.

We hope to make this centennial event the best to date and I would like to thank you for your consideration.

4/20/2016

Thank you!

Emily Pool  
Manager of Office Facilities & Media  
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1025 Montgomery Highway, Suite 210  
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[emily@albamagolf.com](mailto:emily@albamagolf.com)  
Facebook | Twitter | Instagram | YouTube



4/20/2016

2016-062

# Business Center

2011 - 2016 CLASSIFICATION SURVEY RESULTS

Participates List for Jurisdiction	11	Historical
# of Employees Eligible to Take Survey	95	2/11/2012
# of Employees Who Completed Survey	64	2/19/2012
% of Employees Who Completed Survey	75.8%	2/19/2012
% of OIG/DOLE		2/19/2012

Agency	Department	Employee ID	Last Name	First Name	Current Title	Current Salary	Classification	Reclassification
11 Mountain Branch	02000	1014819	Olson	Alan	Network Sys Adm I	30	Yes	No Change
11 Mountain Branch	01000	1001672	J	Abraham	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01400	1011191	Jaffrey	Adam	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1002271	Edwin	Augustin	Firefighter	17F	Yes	No Change
11 Mountain Branch	01000	1002048	Justin	Edgar	Fire Lt	25F	Yes	No Change
11 Mountain Branch	02000	1012251	Jack	Bartholomew	Plumber I	10	Yes	Class. 01135 Title Series II Service Employee Grade 21
11 Mountain Branch	01400	1010432	Justin	Samuel	Firefighter	17F	Yes	No Change
11 Mountain Branch	01000	1013381	Anthony	Salinas	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01400	1002273	Marc	Bill	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1019021	Richard	Bill	Firefighter	17F	Yes	No Change
11 Mountain Branch	01000	1018887	Adrian	Stephen	Firefighter	17F	Yes	No Change
11 Mountain Branch	02000	1018011	Steven	Samuel	Utility Mgmt Op	24	Yes	No Change
11 Mountain Branch	01400	1002281	Michael	Ben	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	02000	1002044	Daniel	Boyanoff	Utility Insp Otr	23	No	No Change
11 Mountain Branch	01400	1002000	Nicholas	Samuel	Firefighter	17F	Yes	No Change
11 Mountain Branch	01000	1002045	Philip	Charles	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	01400	1002043	David	Carlton	Fire Supt CFI I	20	No	No Change
11 Mountain Branch	01400	1002051	Shelley	Cole	Fire Supt CFI I	20F	Yes	No Change
11 Mountain Branch	01400	1002070	William	Casey	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1012248	Melba	Caroline	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1027414	Jaffrey	Colton	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1002773	Johnny	Cumpton	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1012218	Lee	Clara	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1002049	Patrick	Dean	Fire Lt	20F	Yes	No Change

11 Mountain Branch	01200	1012073	Landon	Daleann	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	01700	1000444	Molly	Dorlene	Dr Service Clk	15	Yes	No Change
11 Mountain Branch	01400	1000427	David	Don	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01400	1014490	John	Ernest	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01200	1000023	Samuel	Ernie	Publ Svc Disp III	16	No	No Change
11 Mountain Branch	01400	1000002	Robert	Ernest	Fire Chief II	24	Yes	No Change
11 Mountain Branch	02000	1019228	Karen	Ferrer	Assistant	21	Yes	No Change
11 Mountain Branch	01400	1011448	Mark	Franklin	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	02000	1014948	Matthew	Glenn	Utility Insp Otr	23	No	No Change
11 Mountain Branch	02000	1012913	John	Glenn	Utility Insp Otr	23	No	No Change
11 Mountain Branch	01400	1000012	Richard	Haywood	Firefighter	17F	Yes	No Change
11 Mountain Branch	02000	1019107	Dana	Hoban	Zoning Admin	20	Yes	No Change
11 Mountain Branch	01400	1000004	James	Mathewson	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1014121	Daniel	Malone	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1002215	Jonathan	Marion	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01400	1010620	Robert	Harold	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1012200	David	Way	Firefighter	17F	Yes	No Change
11 Mountain Branch	01200	1011007	Robert	Jonathan	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	01400	1017707	Alan	Jason	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1010020	Mark	Johnson	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1001202	Joseph	James	Fire Supt CFI I	20F	Yes	No Change
11 Mountain Branch	01400	1014048	Michael	Joseph	Fire Supt CFI I	20F	Yes	No Change
11 Mountain Branch	01400	1001747	David	Kennedy	Fire Supt CFI I	20	Yes	No Change
11 Mountain Branch	01400	1012012	Jonathan	Joseph	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1002070	William	Louis	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01400	1014120	Ryan	Mark	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1004301	Bradley	Michael	Firefighter	17F	Yes	No Change
11 Mountain Branch	01200	1010777	LaTaya	Latasha	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	02000	1010002	William	Marjorie	Dr Plans Scheduler	20	Yes	No Change
11 Mountain Branch	01400	1002200	William	Meyer	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01400	1010000	Shelton	Mark	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1000724	Christopher	John	Fire Supt CFI I	20	Yes	No Change
11 Mountain Branch	01200	1012001	Jennifer	Marilyn	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	01200	1010000	Molly	Howard	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	02000	1019207	Dennis	Jim	Accounting App II	16	No	No Change
11 Mountain Branch	01400	1011000	Dary	Mark	Firefighter	17F	Yes	No Change
11 Mountain Branch	02000	1012172	William	Orlino	Network Sys Adm I	20	No	No Change
11 Mountain Branch	01400	1000400	Ordy	Patrick	Firefighter Apprentice	19F	Yes	No Change

APPENDIX 2

11 Mountain Branch	01400	1002004	Gregory	Paul	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1002002	Carroll	Richard	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1004222	Michael	Roy	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1001042	Lauren	Shady	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1011432	Jonathan	Robertson	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1012748	Charles	Robertson	Firefighter	17F	Yes	No Change
11 Mountain Branch	02000	1012300	Stephen	Samuel	Dis Supt II	22	No	No Change
11 Mountain Branch	02000	1002003	Amy	Stephens	Payroll Specialist	13	Yes	No Change
11 Mountain Branch	01200	1012042	Lisa	Demont	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	01400	1002007	Robert	Demont	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1010400	Shelley	Seavick	Firefighter	17F	Yes	No Change
11 Mountain Branch	01200	1002000	Barbara	Thorn	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	01400	1002761	Dawn	Tracy	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	01400	1001000	David	Whitton	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1012040	Matthew	Whitton	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1002000	Timothy	Woods	Firefighter Apprentice	19F	Yes	No Change
11 Mountain Branch	02000	1001203	Jerry	Yeaman	Building Maint Supt II	20	No	No Change
11 Mountain Branch	01400	1002220	John	Wesley	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1002040	John	Whithead	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1002000	Christopher	Wilburn	Firefighter	17F	Yes	No Change
11 Mountain Branch	01200	1012040	Deborah	Wilburn	Publ Svc Disp II	16	No	No Change
11 Mountain Branch	01400	1012040	Deborah	Wilburn	Fire Lt	20F	Yes	No Change
11 Mountain Branch	01400	1012247	Kevin	William	Firefighter	17F	Yes	No Change
11 Mountain Branch	01400	1002041	Rebecca	Whelan	Fire Supt CFI I	20F	Yes	No Change

2016-063

AGREEMENT

BETWEEN

SAIN ASSOCIATES

AND

THE CITY OF MOUNTAIN BROOK

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

AGREEMENT

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

This AGREEMENT is made and entered into by and between the City of Mountain Brook, hereinafter referred to as the CITY, and Sain Associates, which is qualified to do business in the State of Alabama, and has its principal Alabama office at 2 Perimeter Park South, #500E, Birmingham, AL, 34243, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the CITY for the consideration hereinafter mentioned to provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the CITY.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT shall meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation in cooperation with the CITY and shall ascertain the written practices of the CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT shall be subject to the Review, Approval and Acceptance of the CITY and Federal Highway Administration, where applicable, before CONSULTANT will be paid for said work.

"As a part of obligations of the CONSULTANT to the CITY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of project proposed under this AGREEMENT".

The CONSULTANT shall provide on-call construction engineering and inspection, materials sampling and testing and contract administration on a statewide basis for the CITY. This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT shall provide services, personnel and equipment as required by the CITY.

ARTICLE I - SCOPE OF WORK

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The CONSULTANT will perform construction engineering and inspection, materials sampling and testing and contract administration services on-call on a statewide basis for the CITY. This will be a specific rate of pay AGREEMENT for a two year period. The CONSULTANT will provide services, personnel and equipment as required by the CITY. The work to be performed by the CONSULTANT will be as follows:

SECTION I - CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

1.0 PURPOSE:

This statement of work describes and defines services which are required for construction engineering, inspection, materials sampling and testing and contract administration for construction projects selected by the CITY.

2.0 SCOPE:

The CONSULTANT shall be responsible for all construction engineering and administrative functions as defined in this Scope of Work and referenced manuals and procedures. The CONSULTANT shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, specifications and contract provisions for assigned project.

The CONSULTANT shall provide professional, technical and administrative personnel, meeting requirements of the CITY in appropriate numbers at proper times to ensure that responsibilities assigned under this AGREEMENT are effectively fulfilled. All services shall be performed in accordance with established standard procedures and practices of the CITY. Prior to furnishing any services, the CONSULTANT shall be familiar with ALDOT procedures, standard and informal, and practices, standard and informal, for construction, engineering and contract administration used by the CITY. The CITY shall endeavor to provide the CONSULTANT at least ten (10) calendar days advance notice of the execution date for each construction contract to

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allow sufficient time for the CONSULTANT to schedule its activities. In the event of emergency needs, for a short term basis (sickness, vacation, etc.), the CITY shall provide the CONSULTANT two days advance notice in order for the CONSULTANT to furnish required personnel. The CONSULTANT shall maintain close coordination with the CITY and the Contractor to minimize rescheduling of the CONSULTANT'S activities due to construction delays or changes in scheduling of the Contractor's activities.

3.0 DEFINITIONS:

- A. Transportation Director: The chief executive officer of ALDOT.
- B. Chief Engineer: The individual appointed by the Transportation Director to administer technical phases of ALDOT.
- C. Construction Bureau: The Bureau of ALDOT charged with administering ALDOT'S construction program.
- D. State Construction Engineer: Administrative head of the Bureau of Construction of ALDOT.
- E. Project Manager, CONSULTANT: Qualified individual who has been assigned as the on-site person in charge of a construction contract.  
Project Manager, CITY: Qualified individual assigned by the CITY to manage Construction Engineering and Inspection contract formulated by this AGREEMENT and will be in responsible charge and direct control of project.
- F. FHWA: The Federal Highway Administration of the United States Department of Transportation
- G. Construction Contract: Construction work let under separate contract(s) by ALDOT to contracting firm(s).
- H. Contractor: Contracting firm or its designated representatives awarded contract(s) to do construction work.

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- I. Construction Contract Suspension: Cessation of construction activity on a construction contract.
- J. Region/Area Engineer: Administrative head of ALDOT'S Region.
- K. District Manager: Administrative head of one of ALDOT'S Districts.
- L. State Bridge Engineer: Administrative head of ALDOT'S Bridge Bureau.
- M. State Design Engineer: Administrative head of ALDOT'S Design Bureau.
- N. Consultant: Consultant firm(s) retained by ALDOT to perform all construction engineering and administrative functions as defined in this AGREEMENT.
- O. State Materials and Tests Engineer: Administrative head of ALDOT'S Materials and Tests Bureau.
- P. Region/Area Materials and Tests Engineer: Employee designated by ALDOT to administer policies on materials sampling and testing in ALDOT'S Region.
- Q. Consultant Design Engineer (when applicable): Consultant design engineer retained by ALDOT to design aforementioned project(s).
- R. Region/Area Construction Engineer: Employee designated by ALDOT to administer policies and procedures of construction projects covered by this AGREEMENT in ALDOT'S Region.
- S. Region/Area Consultant CE & I Engineer/Manager (when applicable): Employee of ALDOT designated by Region/Area Construction Engineer to be in charge of project(s) covered by this AGREEMENT.
- T. Area County Transportation Engineer (when applicable): Employee of ALDOT that administers policies and procedures of city and county construction projects let by ALDOT.
- U. County Engineer: Administrative head of the County Engineering Department.
- V. City Engineer: Administrative head of the Mayor's Office/City Engineering Department.

4.0 ITEMS TO BE FURNISHED BY THE CITY TO CONSULTANT:

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- A. The minimum Contract documents for each project shall be distributed to the CONSULTANT, via the Region/Area Engineer, by ALDOT'S Office Engineer subsequent to award of construction contract for each project as follows:

- 5 sets Construction Plans - Half scale
- 3 sets Construction Plans - Full size (1 set to be used in preparation of as built plans)
- 2 sets Standard Drawings
- 1 copy of Executed Contract

- B. An adequate supply of all standard forms to be used in fulfilling technical services under this AGREEMENT, disposable type molds for casting concrete test cylinders, sample cartons, sample bags and other expendable-type testing supplies. The CONSULTANT may use computerized forms approved by ALDOT. Construction and Materials Management Software including CAMMS, SiteManager, Stormwater Tracking System and Concrete Management System will be used for contract administration on designated projects.

~~C. When determined by the Region/Area Engineer, the CITY will furnish and maintain a Project Office at a location. The office will include shall meet all local, state and federal building codes and requirements and shall contain the following:~~

- ~~1. A minimum 400 square foot heated and cooled office space.~~
- ~~2. Floor space shall be divided into one restroom, one central work room and three private offices.~~
- ~~3. Heating, air conditioning and lighting.~~
- ~~4. Water cooler service (not bottled water).~~
- ~~5. Hot and cold water service.~~
- ~~6. If the office is a trailer, it is down capable of withstanding winds up to hurricane force and trailer underpinning.~~
- ~~7. Garbage and trash disposal service.~~

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- ~~8. Grass and weed control.~~
- ~~9. Parking spaces for a minimum of five (5) vehicles; graded for drainage and suitably surfaced with an all-weather access road.~~
- ~~10. The CITY shall provide janitorial service.~~
- ~~11. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.~~
- ~~12. The minimum furniture shall be supplied as follows:  
Per office—1 desk, 3 chairs  
Per work room—1 plan table, 1 work table (drafting), 3 stools, 3 chairs, 1 water cooler dispenser, 1 4-drawer file cabinet, 10 feet of book shelving, 1 plan storage rack and appropriate fire extinguishers.~~
- ~~13. The CITY shall provide computers, typewriters, calculators, etc. for CITY personnel and one telephone for each office and work room. The CONSULTANT shall be required to provide computers, tablet computers, smart phones, calculators, etc. for their personnel if needed to perform duties. All computers, tablet computers and smart phones provided by the CONSULTANT shall comply with the requirements listed in Article 1, Section 1, Paragraph 5-B.13 of this AGREEMENT.~~
- ~~14. The CITY shall provide a facsimile machine and a copier for use by the CITY and consultant personnel. The CONSULTANT shall be allowed to furnish personal equipment for his own use at no cost to the CITY.~~
- ~~15. The CITY shall provide testing equipment, photographic equipment, tapes, rulers, field books and other miscellaneous items necessary for satisfactory performance of work.~~
- ~~16. The CONSULTANT shall provide all surveying equipment and it must be the latest technical equipment such as electronic total stations, data collection, hand held~~

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~~computers, automatic levels, hand held two-way radios, electronic pipe and cable locators and complete safety equipment.~~

~~17. Routine items for operation of the office such as stamps, postal costs, utility services, etc. shall be supplied by the CITY.~~

5.0 ITEMS FURNISHED BY THE CONSULTANT:

- A. Document Compliance

The requirements outlined within printed documents listed below are a condition of this contract. The CONSULTANT shall obtain, without cost to CITY, at least one copy of each document. One copy of each document shall be available at project office at all times. Compliance with these guides, manuals, procedures, and advisories shall be a requirement of this AGREEMENT.

- 1. All active Construction Information Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Construction Engineer. These procedures convey certain practices and procedures of ALDOT relating to construction supervision and administration of contracts. A copy of each Memorandum issued on or subsequent to execution of this AGREEMENT shall be furnished to the CONSULTANT in a timely manner by ALDOT'S Region/Area Construction Engineer. (Said manual is available on ALDOT'S website)
- 2. Guidelines for Operations issued by ALDOT. (Said manual is available on ALDOT'S website)
- 3. All Technical Advisories and Memorandums issued, prior to or after execution of this AGREEMENT, by ALDOT'S State Materials and Tests Engineer. The advisories convey certain practices and procedures of ALDOT relating to sampling and testing of materials used in construction projects. A copy of each advisory issued on or subsequent to execution of this AGREEMENT shall be furnished to the

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CONSULTANT in a timely manner by ALDOT'S Region/Area Materials and Tests Engineer. (Said manual is available on ALDOT'S website)

- 4. ALDOT'S Testing Manual as issued by ALDOT'S State Materials and Tests Engineer. This manual sets out test frequency of acceptance samples and tests, sampling point, sample size, sampling and test methods and appropriate report forms for materials to be incorporated into construction projects. This Manual also contains Bureau of Materials and Tests (ALDOT) procedures referenced in the Manual and/or specifications and BMT worksheets and test report forms. (Said manual is available on ALDOT'S website)
- 5. ALDOT'S Construction Manual. This manual describes in detail many of the procedures and practices of ALDOT relating to construction engineering and inspection. (Said manual is available on ALDOT'S website)
- 6. A tabulation of required ALDOT'S technician certifications relating to construction engineering and inspection.
- 7. Applicable ALDOT Standard Specifications for Highway Construction with one copy for each of the CONSULTANTS personnel.
- 8. The applicable Roadway and Traffic Design Standards.
- 9. The applicable Alabama Regulations for Control of Radiation Chapter 420-3-26 Radiation Control as issued by the State of Alabama Health Department
- 10. ALDOT'S manual of Materials, Sources and Devices with Special Acceptance Requirements as issued by the State Materials and Tests Engineer. (Said manual is available on ALDOT'S website)
- 11. FHWA Manual on Uniform Traffic Control Devices.

- 12. One copy of the Radiological Safety Manual for use of Nuclear Moisture/Density and Asphalt Content Gauges as issued by ALDOT'S State Materials and Tests Engineer for each project on which there is a nuclear testing device.
- 13. The AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing.
- 14. Copies of all applicable ASTM Standards.

B. When requested by the CITY, the CONSULTANT shall furnish and maintain a Project Office within project work limits, or other location approved by the Region/Area Engineer. The site of said office, use of office and accommodations shall have prior written approval by the Region/Area Engineer. The office shall meet all local, state and federal building codes and requirements and shall contain the following:

- 1. A minimum of 600 square feet heated and sealed office space.
- 2. Floor space shall be divided into two restrooms, one central office, and three private offices. One of the private offices, within same confines as the CONSULTANT, shall be suitably furnished and maintained as an office for use of the CITY, if requested. This office space shall contain no less than 100 square feet. The minimum office equipment to be provided by the CONSULTANT for the CITY office shall consist of one desk and complimentary office chair, two conference room chairs, drawing table (4'-6" minimum size), drafting stool, filing cabinets as needed and telephone service as approved by the Region/Area Engineer.
- 3. Heating, air conditioning and lighting.
- 4. Water cooler service (not bottled water).
- 5. Hot and cold water service.
- 6. One (1) fire extinguisher (Minimum size 10# CO2) per 300 square feet of floor space.

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7. If the office is a trailer, tie-down capable of withstanding winds up to hurricane force. (See NOTES in 601-(a) about tie-down strap requirements).

8. Office trailer underpinning with materials approved by the Region/Area Engineer.

9. Garbage and trash disposal service.

10. Grass and weed control at office site to a maximum of three (3) inches in height by mowing for a distance of five (5) feet outside security fencing (if provided), or within boundaries as approved by the Region/Area Engineer.

11. The CONSULTANT shall provide janitorial service.

12. Parking spaces for a minimum of eight (8) vehicles, plus additional spaces for use by the CONSULTANT'S vehicles, graded for drainage and suitably surfaced, with an all-weather access road.

13. Restroom connections to an existing sanitary sewer, a chemical holding tank, or approved septic tank.

14. The CONSULTANT shall have available, for use in the field office, a personal computer. The personal computer shall comply with at least current minimum ALDOT desktop hardware standards and shall contain a current ALDOT remote network interface device. Additionally, the computer shall be equipped with a printer conforming to current minimum ALDOT standards with 11x17 print capabilities. The said computer shall include current ALDOT standard Microsoft Office configuration, as well as current ALDOT production version of Bentley software. All CADD files are required to be completely compatible with the Department's current production version of Bentley software. In addition, the CONSULTANT shall have available tablet computers and/or smart phone for use in the field in positions and documentation, if required. The tablet computer and/or smart

phone shall comply with at least current minimum ALDOT standards and have the access to the internet via an air card or Wi-Fi connection. Ownership and possession of such computers and smart phones shall remain at all times with the CONSULTANT. The CONSULTANT shall be responsible for requesting a password to access ALDOT'S computer network.

The CONSULTANT shall also furnish such other chairs, storage and parking spaces as required by the Region/Area Engineer to effectively carry out the CONSULTANT'S responsibilities under this AGREEMENT. The CONSULTANT shall provide appropriate type of vehicles in numbers as approved by the Region/Area Engineer, to accommodate the CONSULTANT'S project personnel.

Furniture and office equipment, supplied by the CONSULTANT, shall consist of desks, chairs, drafting tables, bookcases, file cabinets, calculators, facsimile machine, photo copier, typewriters, telephones and other items determined by the Region/Area Engineer to be necessary in order to fulfill work under this AGREEMENT. The CONSULTANT shall provide all survey equipment, photographic equipment, tapes, rulers, field books and any other items necessary for satisfactory performance of work. Quantity and quality of the items require the Region/Area Engineer's approval. Equipment shall be either U.S. Customary or metric as directed by the Region/Area Engineer.

Recurring items for operation of the office, such as stamps, postal costs, out-of-pocket, utility service, etc., shall be supplied by the CONSULTANT.

6.0 LIAISON:

The CONSULTANT shall be fully responsible for fulfilling all functions assigned to it by this AGREEMENT. The CONSULTANT'S activities and decisions relating to project(s) shall be subject to review by the Region/Area Engineer. The CONSULTANT shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this AGREEMENT. No personnel shall be assigned until written notification by the

Region/Area Engineer has been issued. Construction engineering and inspection forces shall be required of the CONSULTANT at all times when required by the CITY. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension, either complete suspension or partial suspension.

7.0 COOPERATION AND PERFORMANCE OF THE CONSULTANT:

During the period of this AGREEMENT, the CITY shall conduct reviews of various phases of the CONSULTANT'S operations, such as construction inspection, materials sampling and testing and administrative activities. Reviews shall be conducted to determine compliance with this AGREEMENT and sufficiency with which procedures are being effectively applied. These reviews are to assure that construction work and administrative activities are performed in reasonable conformity with the CITY policies, plans, specifications and contract provisions. The CITY shall have complete access, at all times, to project site, project office, all project records and any other CONSULTANT items associated with said project or this AGREEMENT. The CONSULTANT shall cooperate and assist the CITY representatives in conducting said reviews. When deficiencies are indicated in a review, immediate remedial action shall be implemented by the CONSULTANT in conformance with the CITY'S recommendations. The CITY'S remedial recommendations and the CONSULTANT'S actions are to be properly documented by the Region/Area Engineer. The CONSULTANT shall be responsible for accuracy of its work and shall promptly implement policies and procedures reasonably necessary to prevent errors, omissions, or noncompliance with said contract terms. If the CONSULTANT'S services hereunder contain errors, omissions, or are not compliant with terms of said contract, the CONSULTANT, upon receipt of written notice of such defects from the CITY, shall correct such errors, omissions or noncompliance at its own expense. However, when the CONSULTANT is responsible for managing a project and where CONSULTANT errors, omissions or contractual lapses caused increased costs, delays, or other damages to the CITY, the Region/Area Engineer shall prepare a written evaluation of the costs, delays or damages and circumstances that caused

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the increased costs, delays or damages. A copy shall be sent to the CONSULTANT. Said costs shall be deducted from the monthly payment or retainage due to the CONSULTANT. Remedial action shall be required commensurate with the degree and nature of deficiencies cited. Additional compensation to the CONSULTANT shall not be allowed for remedial action taken to correct deficiencies by the CONSULTANT.

Federal Aid projects are subject to review by representatives of FHWA. Additional State personnel may make special reviews. The CONSULTANT shall fully cooperate with and assist in making such reviews.

8.0 REQUIREMENTS:

A. General:

It shall be the responsibility of the CONSULTANT to provide services as necessary for contract administration to produce construction in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall advise the Region/Area Engineer and shall document any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken.

B. Survey Control:

The CONSULTANT may be requested to reestablish project survey controls. The CONSULTANT may be requested to provide project surveying to fulfill project requirements.

C. Project Inspection: The CONSULTANT shall provide services to monitor and document the Contractor's construction operations. The CONSULTANT shall test, inspect and document all construction material as required to assure quality of workmanship and materials are in reasonable conformity with plans, specifications and other contract provisions. The CONSULTANT may be responsible for monitoring and approving asphalt production. The CITY shall monitor all other off-site activities and fabrication (including pre-stress production). The CONSULTANT shall keep detailed, accurate records of the Contractor's

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Contractor's daily operations and significant events that may affect the work. The standard procedures and practices of the CITY for inspections of construction projects are set out in the CITY'S Construction Manual. The CONSULTANT shall have appropriate certifications for inspection of work being performed. The CONSULTANT shall in general, perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate.

D. Testing:

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will assure materials and workmanship incorporated in each project is in reasonable conformity with plans, specifications and contract provisions. The CONSULTANT shall meet minimum sampling frequencies set out in the CITY'S Testing Manual. The CITY reserves the right to require additional sampling and testing. The CONSULTANT shall be specifically responsible for securing job control samples and utilizing test results to determine acceptability of all materials and completed work items. The CONSULTANT shall be responsible for verification of a certified test report as determined by the Bureau of Materials and Tests, DOT label, DOT stamp, etc., as appropriate. The CONSULTANT shall be responsible for progress record sampling of reinforcing steel. The CITY shall monitor the effectiveness of the CONSULTANT'S testing procedures through surveillance and obtaining testing progress record samples and final record samples. Progress record sampling and testing is necessary to verify job control sampling frequencies and test procedures are adequate. The CONSULTANT shall inform the CITY of schedules for sampling and testing as work progresses on each construction contract so sampling can be accomplished by the CITY at the proper time. Sampling and testing shall be as required by the aforementioned ALDOT Testing Manual or as modified by contract provisions. The CONSULTANT shall be responsible for transporting samples to be tested to the appropriate State laboratory. Any testing performed at a laboratory other

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than the State laboratory shall be handled in a separate AGREEMENT. The CONSULTANT shall perform all required and necessary surveillance, inspection and documentation of project hot-mix asphalt operations.

E. Management Engineering Services:

The CONSULTANT shall perform all management engineering services necessary to: assure proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects, provide interpretations of plans, specifications and contract provisions; make recommendations to the CITY to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall perform any other management engineering services normally assigned to a project that are required to fulfill the CONSULTANT'S responsibilities under this AGREEMENT. All recordation and documentation shall be in accordance with standard ALDOT procedures, formats and content. CONSULTANT services include, but are not limited to the following:

1. Attending and participating in a pre-construction conference for each project. Record significant information revealed and decisions made at conference and if requested by the CITY, distribute copies of said minutes to appropriate parties. The CONSULTANT may be required to conduct the pre-construction conference.
2. Complete and maintain a full and accurate daily record of all activities and events relating to project. Record all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications. The CONSULTANT shall immediately report to the Region/Area Engineer changes in pay items, project time or cost as soon as they become known to the CONSULTANT.

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3. Complete and maintain Project Diaries and Inspector's Daily Reports as requested by the CITY. Said diaries and reports shall be kept up-to-date on a daily basis.
4. Maintain a project log of all materials entering into work with proper indication of basis of acceptance for each shipment of material.
5. Maintain project records of all sampling and testing accomplished. Analyze such records to ascertain acceptability of materials and completed work items. The field reports shall be recorded in project records within three days. The CONSULTANT shall verify, certify and document work items requiring performance periods (curing period, operational period, etc.).
6. Prepare and submit monthly to the Region/Area Engineer a comprehensive tabulation of the quantity of each pay item satisfactorily completed that includes appropriate test reports and/or materials certifications or materials stored to date. Quantities shall be based on daily records and calculations. Calculations shall be properly recorded. The tabulations shall be used for preparation of the Monthly Progress Estimate.
7. Provide interpretations of plans, specifications and contract provisions. The CONSULTANT shall consult with the Region/Area Engineer when an interpretation involves complex issues or may have an impact on cost or quality of performing said work.
8. Field problems are difficulties encountered during construction through circumstance, which may or may not be under the control of the Contractor, requiring a degree of engineering evaluation and decision. Field problems might involve situations such as: out of place piling, out of tolerance work, out of specification materials, structural defects, accidental damage, underground obstructions, etc. These problems may have a significant impact upon the execution, progress, cost or quality of said project. Therefore, it is of paramount importance

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that problems be resolved expeditiously. The CONSULTANT shall ensure solutions are pursued and implemented as expeditiously as possible. Where a difficulty, problem, or defect of any nature is encountered during construction, the CONSULTANT shall assemble all relevant information to include any proposals from the Contractor. The CONSULTANT shall document and evaluate the same in a concise and orderly manner, by reviewing all information and circumstances. The CONSULTANT shall make recommendations to the Region/Area Engineer for the most expeditious course of action to minimize delays and costs while achieving a structurally acceptable result.

The Engineer of Record (Design Engineer) or State Construction Engineer, depending on the nature of proposal is responsible for structural engineering analysis of the Contractor's proposals, determining acceptability of proposals and meeting the requirements of said design. However, the CONSULTANT shall be responsible for ensuring that the Region/Area Engineer is provided with all relevant information and, in addition, shall appraise and make recommendations to the Region/Area Engineer of all project(s) related circumstances that may have an influence upon the solution.

In particular, the CONSULTANT shall first utilize his own personnel and resources in order to assess the problem and its likely impacts on said project(s). By utilizing CONSULTANT personnel and resources, the CONSULTANT shall assess both technical and contractual implications upon said project(s) of any proposals presented by the Contractor. The CONSULTANT shall consider all likely impacts upon project(s) as regards to costs, delays, potential claims, contract administration, management, any justifiable financial adjustments (increases or decreases, including penalties) to be applied to Construction Contract, and feasibility of the Contractor successfully and expeditiously fulfilling his technical proposals. The

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CONSULTANT shall make these assessments in order to formulate his recommendations. The CONSULTANT shall then forward the said assessments and recommendations to the Region/Area Engineer, together with any proposals from the Contractor. The CONSULTANT shall be a liaison and cooperate with the CITY in resolution of any problems. Upon resolution and approval of technical solution, the CONSULTANT shall ensure all approved remedial measures are completed in a technically competent and satisfactory manner. The CONSULTANT shall be responsible for any contract administration and management normally associated with implementing remedial measures. In situations where the CONSULTANT does not have direct responsibility for engineering inspection of the item that caused said problem, but where that item is now under his area of control, (example: defective precast components or fabricated steelwork made at a facility under engineering inspection of a different party and later delivered to site), the CONSULTANT shall formulate his assessment and recommendations and cooperate in resolving the problem.

In all situations, the CONSULTANT shall ensure all proposals, reviews, assessments, studies, recommendations and decisions are executed expeditiously in order to minimize any delays and costs.

9. The CONSULTANT shall analyze changes to plans, specifications or contract provisions and extra work that appear to be necessary to fulfill the intent of said contract. The CONSULTANT shall provide recommended changes to the Region/Area Engineer for approval. Approval of the Region/Area Engineer must be obtained prior to initiating any change or extra work.
10. When a modification to the original contract for a project is required, due to a necessary change in character of work, the CONSULTANT, in conjunction with the CITY Project manager, shall negotiate prices with the Contractor and prepare and

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submit a recommendation to the Region/Area Engineer for approval. The Region/Area Engineer shall prepare the required SUPPLEMENTAL AGREEMENT and obtain all required approvals.

11. In the case where the Contractor gives notice, either written or verbal, that certain work to be performed is beyond the scope of construction contract and intends to claim additional compensation, the CONSULTANT shall maintain accurate documentation in accordance with project contract requirements, of the costs involved in such work.
12. In the case where the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze submittal in conjunction with the Region/Area Construction Engineer. The CONSULTANT may be required to provide recommendation on validity and reasonableness of the requested additional compensation and/or contract time extension. The CONSULTANT shall maintain complete and accurate documentation of work involved in claims.
13. In the case where the Contractor for a project submits a request for an extension of allowable contract time, the CONSULTANT shall analyze request and prepare a recommendation to the Region/Area Engineer covering accuracy of statements and actual effect of delaying factors on completion of controlling work items. The CONSULTANT shall make recommendations weekly, or at other times as necessary, to the Region/Area Engineer on all delays. This recommendation is needed to justify a time extension.
14. The CONSULTANT shall prepare and submit to the Region/Area Engineer a final estimate with documentation and one (1) set of record as-built plans for each contract. All changes made to plans, which involve the CONSULTANT, shall be signed and sealed by the CONSULTANT and the Region/Area Engineer. This task

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- shall be completed within a timely manner or in accordance with current ALDOT Standard Specifications from the earliest project acceptance date.
15. At request of the CITY, the CONSULTANT shall assist appropriate CITY offices in preparing for hearings or litigation that may occur during the term of this AGREEMENT in connection with a project covered by this AGREEMENT.
  16. The CONSULTANT shall monitor and document the Contractor's compliance with contract provisions in regard to payment of predetermined wage rates in accordance with State procedures. This includes sub-contractor compliance.
  17. The CONSULTANT shall review and document the Contractor's compliance with contract requirements concerning Equal Employment Opportunity and Affirmative Action; assist the CITY'S Equal Employment Opportunity Specialist as requested; and, review and document D.B.E. (Disadvantaged Business Enterprises) activities to insure compliance of contract goals.
  18. The CONSULTANT shall review and document each construction project to the extent necessary to determine whether construction activities violate requirements of any permits. The Project Manager shall notify the Contractor, in writing, of any violations or potential violations and require his immediate resolution of said problem. Violations shall be reported to the Region/Area Engineer immediately.
  19. Shop drawing/sample submittal and approvals shall be logged by the CITY. Tracking shall include maintaining a log book of the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.
  20. The CONSULTANT shall assist the Contractor and utility companies in resolving conflicts so that any conflicting utilities are timely removed, adjusted or protected to minimize delays to construction operations. Documentation shall be maintained in accordance with the CITY'S procedures.

21. The Project Manager and the CONSULTANT for each particular project shall conduct meetings as required with respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings shall be recorded in project diary.
22. The CONSULTANT may be required to conduct and document field reviews of maintenance of traffic operations after normal working hours, weekends and holidays.
23. The CONSULTANT may be required to respond to inquiries from various persons, i.e., public, media, property owners, local agencies, State agencies, Federal agencies, etc., and inform the Region/Area Engineer of these inquiries.
24. The CONSULTANT may be required to provide field construction activities in areas of design engineering, vertical and horizontal control, typical sections, cross-sections for monthly estimates and other engineering required to complete construction project.

9.0 PERSONNEL:

A. General Requirements:

The CONSULTANT shall provide a sufficient number of qualified personnel as directed by the CITY to effectively carry out its responsibilities under this AGREEMENT.

B. Personnel Qualifications:

The CONSULTANT shall utilize only competent personnel who are qualified by experience and education. The CONSULTANT shall submit, in writing, to the Region/Area Engineer the name of all personnel to be considered for assignment to said construction projects, together with a detailed resume of each person's qualifications and copies of current certifications with respect to salary, education and experience. The CONSULTANT'S personnel approval request shall be submitted at least two weeks prior to and approved by the Region/Area Engineer prior to the date an individual is to report to

work. Listed below are minimum qualifications and job descriptions for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

PROJECT MANAGER:

Minimum Qualifications:

- Ten years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with five years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications may be required as approved by the Region/Area Engineer.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Certified Concrete Technician (ACI and ALDOT certification)
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is administrative and technical work in Civil Engineering. The employees in said class shall act as the first contact between contractor and the CITY. The Project Manager shall be responsible for supervision of all employees assigned to the said project. The Project Manager shall ensure that a project is built in accordance with project plans and specifications under which contract was awarded. The Project Manager shall report directly to the District Manager's or the Region/Area Engineer's designated representative.

SENIOR INSPECTOR:

Minimum Qualifications:

- Eight years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering or Registered Professional Engineer with two years of experience in construction inspection, surveying or highway materials testing and inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.
- Certified Asphalt Technician Level I – Field Tester
- Certified Level II – Quality Management Technician
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

Job Description:

This is skilled sub-professional engineering work in the field or office. Employees in said class shall act as the Assistant Project Manager and be responsible for reviewing and directing inspection duties of all project inspectors. The Senior Inspector shall be capable of surveying and drafting, as they apply to documenting and inspection, of a construction project. The Senior Inspector shall report directly to Project Manager.

LEVEL II INSPECTOR:

Minimum Qualifications:

- Five years of experience in construction inspection, surveying or highway materials testing and inspection or a Bachelor of Science degree in Civil Engineering with one year of experience in construction inspection, surveying or materials testing and

Inspection. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in said field.

- Certified Asphalt Technician Level I – Field Tester
- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification
- Qualified Credentialed Inspector (QCI)

**Job Description:**

This is skilled sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector will assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

**LEVEL I INSPECTOR:**

**Minimum Qualifications:**

- Some experience in construction inspection, surveying or highway materials testing and inspection is preferred. One or more of the following certifications as necessary and approved by the Region/Area Engineer. Inspectors who are to perform a specific task shall be certified in that particular field.
- Certified Asphalt Technician Level I – Field Tester

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- Certified Concrete Technician (ACI and ALDOT Certification)
- Certified Asphalt Roadway Technician
- Work Zone Safety Certification
- Radiological Safety Course Certification

**Job Description:**

This is sub-professional engineering work in the field or office. Employees in said class shall follow standard procedures in documenting construction projects and inspecting job activities to verify they are in compliance with project plans and specifications. The inspector shall be responsible for completing a daily report documenting labor and equipment used by contractor to include a description of work performed and any pertinent conversations with contractor. The inspector shall assist with office work such as plotting cross-sections and computing earthwork quantities. The inspector shall report directly to Senior Inspector and/or Project Manager.

**ADMINISTRATIVE ASSISTANT**

**Minimum Qualifications:**

- A high school diploma or a GED certificate.

**Job Description:**

Employees in this class may perform a variety of clerical duties. These duties may include data entry, filing documents, sorting mail, typing documents, taking dictation, proofreading documents, making copies, greeting and directing the public, taking telephone messages, posting records, or making simple calculations.

**PROFESSIONAL CIVIL ENGINEER**

**Minimum Qualifications:**

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- Must possess a Professional Engineer's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and must have at least one year of professional civil engineering experience.

- Qualified Credentialed Inspector (QCI)

**Job Description:**

This is advanced professional work in the field of civil engineering. Employees in said class perform a variety of complex engineering duties associated with planning, geodetic surveys, location, design, construction or maintenance of roads, bridges, buildings, or other civil engineering projects.

**TARGET PERSON**

**Minimum Qualifications:**

- Six months experience in surveying.

**Job Description:**

This is sub-professional work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Limited instrument use for construction and right-of-way stakeout, obtaining quantity cross-sections, spot checking location and elevation of different construction activities such as form work, setting of girders, pipe grades and blue top elevations as well as cutting line constitute the main activities.

**INSTRUMENT PERSON**

**Minimum Qualifications:**

- Two years experience in surveying.

**Job Description:**

This is skilled sub-professional surveying work in the field or office. Employees in said class follow standard procedures in carrying out field or office assignments related to surveying for construction projects. Employees in said class may be in

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charge of checking of contractor's work, obtaining quantity cross-sections, and staking right-of-way. Said employee must be able to operate several types of surveying equipment. The ability to read/comprehend contract plans, take and reduce field notes and complete daily reports is essential. The position shall report directly to Field Supervisor or Project Manager.

**FIELD SUPERVISOR**

**Minimum Qualifications:**

- Four years experience in surveying with at least one year of experience as a construction survey party chief.

**Job Description:**

This is supervisory and technical surveying work in the field or office. Employees in said class are in charge of making daily work assignments, interpreting and reading construction plans, and directing surveying activities involved with checking contractor's work, obtaining quantity cross-sections, and staking right-of-way. Work is performed with considerable independence, but is reviewed for conformance with established policies, procedures, and applicable State laws. The ability to calculate horizontal and vertical positions as well as quantities for payment, communicate in writing and orally, and instruct personnel in the use of equipment is essential. Said position shall report directly to Project Manager or Professional Land Surveyor

**PROFESSIONAL LAND SURVEYOR**

**Minimum Qualifications:**

- Must possess a Professional Land Surveyor's License as issued by the Alabama State Board of Licensure for Professional Engineers and Land Surveyors and have at least one year of experience as a Professional Land Surveyor.

**Job Description:**

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This is supervisory professional surveying work in the field or office as required by Alabama State Law. Employees in said class shall insure compliance to standards of practice for surveying in the State of Alabama and conformance with established policies and procedures for surveys which involve the staking of right-of-way

C. STAFFING:

The CITY shall determine number and type of personnel needed to adequately staff and carry out responsibilities of said scope of service. The qualifications of each person proposed for assignment must be reviewed and approved in writing by the Region/Area Engineer. An individual previously approved whose performance is later determined by the CITY to be unsatisfactory shall be immediately removed and replaced by the CONSULTANT within one week after notification. The CONSULTANT shall maintain an appropriate staff, as approved by the Region/Area Engineer, after completion of construction to complete the final estimate. Qualified personnel, thoroughly familiar with all aspects of construction and final measurements of various pay items, shall be available to resolve disputed final pay quantities until appropriate contract is finalized.

As the Contractor's operations on a contract diminish, the CONSULTANT shall reduce number of personnel assigned to said project as appropriate. Any adjustment of the CONSULTANT forces as directed by the Region/Area Engineer shall be accomplished within one week after notification. The CONSULTANT shall, at all times, provide project personnel to ensure proper staffing is maintained. Personnel on a specific project shall be rotated to keep overtime to a minimum. The Project Manager shall be responsible to schedule the CONSULTANT employee work hours to avoid overtime. This shall include varying employee work hours, or the use of shift work, or rescheduling employee normal work hours in advance of expected overtime. The method of schedule modification shall be approved by the Region/Area Engineer. If overtime is not held to a minimum, then

SECTION 1, 7.0 (Cooperation and Performance of the CONSULTANT) of this

AGREEMENT shall be enforced to replace personnel. If construction contract is suspended, the CONSULTANT'S forces shall be adjusted at the direction of the Region/Area Engineer to correspond with type of suspension. In the event of a construction contract suspension which requires the removal of CONSULTANT forces from project, the CONSULTANT shall be allowed up to a maximum of five (5) days to demobilize, relocate or terminate such forces.

Should the CITY determine a need for additional classifications not set forth in this AGREEMENT, the classifications and hourly pay ranges shall be established based on mutual AGREEMENT with the CONSULTANT.

D. CERTIFICATION - Licensing for Equipment and Personnel:

The CONSULTANT shall be responsible for obtaining proper certification and licenses for equipment and personnel used on any project. Licensing of nuclear testing devices shall be obtained through the appropriate agencies. Only technicians approved by the CITY shall be authorized to operate nuclear testing devices. The CONSULTANT shall be responsible for monitoring activity (i.e. film badges/radiation levels) of their technicians who operate nuclear testing devices. Other certifications for technicians such as concrete, Asphalt Roadway, Asphalt Plant, American Traffic Safety Services Association (ATSSA) Worksite Supervisors and others if applicable shall be required. Construction Inspectors work qualifications shall be as shown in SECTION 1, Paragraph 9.0 B of this AGREEMENT.

10.0 SUBCONSULTANT SERVICES:

Upon written approval of the CITY and prior to performance of work, the CONSULTANT may subcontract for engineering surveys, materials testing, or specialized professional services. The Region/Area Engineer shall verify qualifications of personnel used by sub-consultant.

11.0 OTHER SERVICES:

The CONSULTANT shall, upon written authorization by the Region/Area Engineer, perform any additional services not otherwise identified in this AGREEMENT as may be required by the CITY in connection with said Project(s).

12.0 CLAIMS REVIEW:

In the event the Contractor for said project submits a claim for additional compensation and/or time after the CONSULTANT shall, by written request from the CITY, analyze the claim, prepare recommendation to the Region/Area Engineer covering validity and reasonableness of charges and/or assist in negotiations leading to the settlement of said claim. Compensation for these services shall be mutually agreed between the CITY and the CONSULTANT prior to performance of said Services.

A. The CONSULTANT shall, upon written request by Region/Area Engineer, assist appropriate CITY Offices in preparing for arbitration hearings or litigation that occur after the CONSULTANT'S contract time in connection with the project covered by this AGREEMENT.

The CONSULTANT shall, upon written request by Region/Area Engineer, provide qualified Engineers and/or Engineering Technicians to serve as engineering witnesses, provide exhibits, and otherwise assist the CITY in any litigation or hearings in connection with said construction contract(s).

ARTICLE II - TIME OF BEGINNING AND COMPLETION

1. The CONSULTANT services for each on-call construction assignment shall begin after the CONSULTANT receives approved Purchase of Consultant Services for Construction Engineering and Inspection order (Form CPO - CE&I) from Region/Area Engineer. The CPO shall constitute Notice to Proceed from the CITY. The maximum amount payable to the CONSULTANT for services on each on-call construction assignment shall not exceed the amount stated on said CPO. The length of services as herein established for each construction contract is based on the CONSULTANT beginning work when notified and continuing work until acceptance by the CITY of described services.

2. This AGREEMENT shall be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and signature of the Governor of Alabama, for a term of two years. Any requests for work by the CITY, made prior to the end of the two-year term shall be covered by this AGREEMENT.

ARTICLE III - PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points. Profit shall be maintained at ten (10) percent of these costs. When Region/Area requires the CONSULTANT to stay overnight at a project, the CONSULTANT shall be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) shall be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, shall be paid as direct cost plus ten (10) percent. Purchases over \$100.00 shall require written authorization from appropriate Region.

For performance by the CONSULTANT of services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY shall pay the CONSULTANT as follows:

A. The total compensation to the CONSULTANT for work provided for when performed under this AGREEMENT will be as follows:

f. Direct salary and wages - Actual salary and wages paid personnel while actually engaged in performance of work, all as determined by Finance Director of the Alabama Department of Transportation. Listed below are labor rate ranges for the CONSULTANT'S personnel that may be working on various projects under this AGREEMENT.

CLASSIFICATION	HOURLY PAY RANGES
Professional Civil Engineer	\$28.00 to \$43.00

Project Manager	\$21.00 to \$37.00
Senior Inspector	\$17.00 to \$29.00
Level II Inspector	\$13.00 to \$24.00
Level I Inspector	\$12.00 to \$19.00
Professional Land Surveyor	\$20.00 to \$37.00
Field Supervisor	\$17.00 to \$29.00
Instrument Person	\$13.00 to \$23.00
Target Person	\$12.00 to \$19.00
Administrative Assistant	\$10.00 to \$19.00

2. All other related direct actual costs paid by the CONSULTANT, applicable to this AGREEMENT, such as printing and reproduction, and subsistence of personnel engaged on project at rates payable under state law, and for those supplies, communication equipment, etc. not included in the overhead rate. Vehicles reimbursed for work-related mileage (excluding mileage for commuting) at the prevailing Federal mileage rate as approved by the General Services Administration, see Attachment #1 for ALDOT Consultant Field Office Procedures, which Attachment #1 is made a part hereof.
3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 183.62 percent (for Fiscal Year Ending 2014) shall be applied to direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and labor additive can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.
4. For work performed out of CITY provided facility, the CONSULTANT'S field office and labor additive rate of 000.00 percent (for Fiscal Year Ending \_\_\_\_\_) shall be applied to the direct salary and wages. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. The CONSULTANT'S billable overhead and

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and labor additive can only increase to a maximum of five (5) percentage point per year during the life of this AGREEMENT.

(NOTE: For CONSULTANTS that have not provided an audited field office overhead rate, the billable field office rate shall be 103.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)

5. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.
6. The STATE'S Bureau of Finance and Audits, External Audit Section shall be furnished a Statement of Direct Labor, Fringe Benefits and General Overhead that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume I, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT'S fiscal year.
7. Any paid overtime shall require prior authorization from the Region/Area Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT. For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:
  - a. The hourly overtime rate will be 1.5 times the billable rate.
  - b. Hours worked on holidays observed in the Region/Area on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.
 For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

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APPENDIX 3

- a. The hourly rate will be one (1) times the billable rate.
- b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.
8. The maximum amount payable, to the CONSULTANT for work provided for under this AGREEMENT, shall not exceed two hundred thirty two thousand, five hundred and forty five dollars and no/100 (\$232,545.00).

**SECTION 2**

- A. Certified copies of daily payrolls for personnel actively engaged on work included in this specific Rate of Pay AGREEMENT shall be furnished monthly.
- B. Payments to the CONSULTANT shall be made not more often than monthly. Payment shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance the CITY may deem necessary. The original invoice and (3) three copies shall be submitted by the CONSULTANT to the Region/Area Office for review, approval and forwarding to the STATE'S Bureau of Finance and Audits, External Audit Section located in Montgomery, Alabama, for payment.
- C. The CONSULTANT shall correlate and coordinate accounting of CONSULTANT to comply with current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the said project shall be the actual rate of pay at the time work is performed and shall be subjected to audit by the STATE.

**SECTION 3**

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the CITY of all claims and of any and all liability of the CITY to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to services rendered by the

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CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

**SECTION 4**

During the period of this AGREEMENT, the CONSULTANT shall not be employed and CONSULTANT'S employees shall not be employed by construction contractors performing work on state or federal-aid projects on which the CONSULTANT is assigned without approval in writing by the CITY.

**SECTION 5**

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the CITY in effect at the time work is performed.

**ARTICLE IV - MISCELLANEOUS PROVISIONS**

Exhibits A, C, D, E, F, G, H, H-1, I, K, L, M, N, X, Y and Z attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

By signing this contract, the contracting parties affirm, for the duration of the AGREEMENT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the AGREEMENT and shall be responsible for all damages resulting there from.

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IN WITNESS WHEREOF the Parties hereto have caused this AGREEMENT to be executed by these officers, officials and persons thereto duly authorized, and the AGREEMENT is deemed to be effective on the date of approval by the Legislative Contract Review Oversight Committee and the approval of the Governor of Alabama.

APPROVED BY CITY:

Signature: [Signature]  
 Name: Sam Gaston  
 Title: City Manager  
 Date: May 24, 2016

APPROVED BY CONSULTANT:

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

CE & Local Estimate  
 Mountain Brook  
 Phase 06 Sidewalk Improvements  
 Nov 11 10:29

STPBH-CN13(07)  
 Engineer's construction cost estimate (Sep 2015) - \$433,793

8 of 1047 Lines

Line	Description	Project Manager	Inspector - Level	Administrative Assistant	Professional Civil Engineer	Instructor Person	Field Supervisor	Professional Land Surveyor	Survey Drafter / Field Supervisor	Total
1	Project Mgr: 1 Registration									
2	Project Mgr: 13 working days									
3	Project Mgr: 13 working days									
4	Project Mgr: 13 working days									
5	Project Mgr: 13 working days									
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156	Project Mgr: 13 working days									





2016-064

CLINICAL AGREEMENT

This agreement is entered herunto, this the day of May 2016 between WALLACE STATE COMMUNITY COLLEGE, (hereafter referred to as the College) and Mountain Brook Fire Department (hereafter referred to as the Facility).

WHEREAS, Wallace State Community College located at Hanceville, Alabama, seeks to provide clinical educational experiences for students enrolled in the following program(s);

Emergency Medical Services

WHEREAS, the Facility is willing to make available facilities to Wallace State Community College for students enrolled in the above mentioned programs for the said clinical educational experiences;

Whereas, it is an accepted principle that care of the children is the primary function of the Facility and that education is the primary function of Wallace State Community College, and that cooperation and harmony is essential if both functions are to be carried out properly. It is therefore understood that Wallace State Community College and the Facility, shall each appreciate the concerns of the other and shall work together in developing any part of the program not covered by this agreement. Agreement shall be reviewed by both parties annually with revisions and renewals made at that time.

FACILITY RESPONSIBILITIES:

- 1. Facility shall designate one of its employees as the Clinical Site Supervisor of the department, subject to the approval of the College, based on his/her professional and academic credentials unless other arrangements have been made between the Facility and College. The Clinical Site Supervisor shall be responsible for cooperating with College program faculty to assure mutual participation and supervision of the student. Facility shall notify College of change in such designation.
2. Facility reserves the right to request withdrawal of any student whose performance is unsatisfactory or whose behavior is disruptive or detrimental to the Facility or its children.
3. Facility shall submit to the College an evaluation of each student's progress and any other pertinent information related to the student's progress and performance on due dates and/or after the end of the rotation unless other arrangements have been made between the Facility and College.

- 4. Facility shall provide to College Students and College Faculty, emergency treatment on the same basis as that extended to Facility employees for injury or illness while fulfilling program requirements hereunder. Expenses of such treatment shall be the responsibility of the injured individual.
5. Facility shall provide parking spaces for students consistent with Facility employees. Any cost shall be borne by the student.
6. Facility shall provide College with Facility rules, regulations and policies.

COLLEGE RESPONSIBILITIES:

- 1. College shall have the responsibility of maintaining accreditation of the program.
2. College may withdraw or dismiss any student whose performance record or conduct does not justify continuance in the clinical education program.
3. College shall award academic credit for each segment of clinical education in the Facility as set forth in the program handbook.
4. College shall send Facility students who are physically fit as determined by the student's health care provider to undertake the clinical requirements at the time of the student's most recent physical, including, but not limited to TB skin testing, hepatitis B vaccination and immunity to rubella, measles and chicken pox.
5. Prior to the beginning of each clinical rotation, College shall send to Facility, the name of each student participating in the clinical rotation, and other such information about each student as shall be reasonably requested by Facility while maintaining student confidentiality unless other arrangements have been made between Facility and College.
6. College assures that all students have attended clinical orientations on campus and are familiar with Blood Borne Pathogens, Fire Safety, Back Safety and HIPAA Privacy Compliance.
7. College hereby agrees that it will enforce such rules and regulations governing the students participating in the rotation as established by the Facility through the Clinical Rotation Supervisor.
8. College shall maintain malpractice liability insurance in the amounts of \$1,000,000 each incident and \$3,000,000 aggregate. A certificate evidencing such insurance shall be provided to the Facility upon request.
9. College is responsible for implementation and monitoring student compliance of the Wallace State Community College Blood Borne Exposure policy.
10. College shall determine clinical placement and rotation schedule. Number of students placed at Facility will be mutually agreed upon by College and Facility.

APPENDIX 4

- 11. College shall require that students participating in clinical must be current in CPR training.
12. College shall require all students participating in clinical to provide necessary information relating to their eligibility to participate including but not limited to a drug screen and a background check.

Additional Responsibilities of the Nursing Division Only:

- 1. College shall provide a clinical instructor while students are participating in clinical at the Facility.
2. College shall provide that student/teacher ratios meet or exceed Alabama Board of Nursing and/or agency requirements. There shall be no more than eight (8) students per instructor and no more than eight (8) students per unit at any given time.
3. College shall provide the agency with a copy of each student's full signature and initials to be utilized in charting.
4. College shall provide validation/documentation that all nursing instructors are currently licensed in the State of Alabama. A copy shall be presented to the Nursing Service Department for verification if required by Facility policy.

STUDENT RESPONSIBILITIES:

Students shall:

- 1. Submit to College specific personal data and additional information as required by Facility.
2. Follow all policies, procedures and rules of Facility and the College as established.
3. Provide all necessary and appropriate uniforms, as required.
4. Provide all transportation and living arrangements and expenses.
5. Provide proof of personal health insurance to Facility and College if required.
6. Maintain student malpractice and accident insurance through the duration of their clinical experience in the amounts of \$1,000,000/incident and \$3,000,000 aggregate prior to entering the clinical setting.
7. Keep in confidence all patient's matters and communications.
8. Wear an identification badge identifying them as a student of Wallace State Community College. This identification is to be visible at all times while on the premises of the Facility.
9. Provide documentation of CPR certification.

NOTICES:

All notices or other communications provided for in this Agreement shall be given to the parties addressed as follows:

If to Facility: Mountain Brook Fire Department

If to College: Ken Crow, D.H.Sc. Director of Clinical Education Wallace State Community College P.O. Box 2000 Hanceville AL 35077

MUTUAL RESPONSIBILITIES:

- 1. It is intended by both parties that the clinical education of the students shall fit into and complement the educational and service activities of the Facility; however, it is understood that students shall not be used in lieu of professional or staff personnel and shall be under the supervision of an onsite Clinical Site Supervisor
2. The College and Facility administer their educational programs and activities including admission and employment, without regard to race, color, religion, sex, national origin, or handicap. Title IX of the Educational Amendments of 1972 specifically prohibits discrimination on the basis of sex.
3. Facility and College shall be encouraged to evaluate aspects of the education program and provide suggestions for improvement.
4. Neither party will compensate the other as a result of the arrangements set forth in this Agreement. Faculty and students will receive no reimbursement by Facility during clinical hours.
5. Compliance with Section 31-13-9(k), Code of Alabama (1975). By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The term of this agreement shall begin on the 11th day of May 2016 and shall continue in effect until such time as either party hereto has terminated the Agreement by notifying the other party in writing of the intent to terminate at least one hundred and eighty (180) days prior to the termination date. At such time students enrolled in the program will be allowed

to complete their clinical with this site if clinical placement cannot be arranged and contract is terminated upon graduation of those students.

Upon failure of either party to discharge its obligations assumed hereunder, the other party may give written notice of such default. If such default is not amended within one hundred and eighty days of time after such notice, the agreement may be terminated forthwith by such party, effective upon graduation of currently enrolled students.

Wherefore the parties acknowledge the terms and conditions of the foregoing agreement, by executing the same on the date set forth above.

<u>Sam Mack</u> Signature	_____
<u>Sam Gaster</u> Name	<u>Vicki P. Kandlewics</u> Name
<u>City Manager</u> Title	<u>President</u> Title
<u>City of Mt. Brual</u> Facility of	<u>Wallace State Community College</u> College
<u>56 Church St</u> Address	<u>P.O. Box 7000</u> Address
<u>Mt. Brual, AL 35213</u> City, State, Zip	<u>Hanceville, AL 35977</u> City, State, Zip
<u>(205) 222-3803</u> Telephone	<u>(256) 352-8306</u> Telephone
<u>May 24, 2016</u> Date	_____

44 150



Healthcare Professional Liability

LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, Issued in the "Company")  
25 Wood Street, 18th Floor  
New York, NY 10038

DECLARATIONS - SPECIFIED MEDICAL PROFESSIONAL LIABILITY  
OCCURRENCE INSURANCE POLICY

1	Policy Number <u>AHV-182910085</u>	Renewal OR <u>AHV-182910086</u>
2	Named Insured <u>The Students Of Wallace State Community College</u>	
3	MAILING ADDRESS <u>Physical Management</u> <u>P.O. Box 2800, 801 Main Street</u> <u>Hanceville, AL 35877</u>	
4	Policy Period <u>12:01 A.M. Standard Time At</u>	From <u>09/29/2015</u> To <u>09/29/2016</u>
5	The amount afforded is only with respect to each of the following types of lawsuits as indicated by specific premium charge or charges:	
	<b>COVERAGE</b>	<b>PREMIUM</b>
	A. Professional Liability <input checked="" type="checkbox"/>	\$18,873.00
	B. General Liability <input checked="" type="checkbox"/>	\$0.00
	C. Torturous Risk Insurance Act <input checked="" type="checkbox"/>	\$0.00
	D. Endorsements <input type="checkbox"/>	\$0.00
	<b>TOTAL:</b>	<b>\$18,873.00</b>
6	<b>LIMITS OF LIABILITY</b>	
	<u>\$1,000,000</u> each incident or occurrence	<u>\$3,000,000</u> in the Aggregate
7	Deductible (if applicable) <input type="checkbox"/> each incident or occurrence	
8	The Named Insured is <input type="checkbox"/> Sole Proprietor (including individual) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other <u>Allegation Insured Employees Student Liability</u>	
9	Business or Occupation of the Named Insured <u>Student</u>	
10	This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s): <u>ICPL 001 01/4 ICPL 001A 01/4 ICPL 200 01/4 ICPL 200A 01/4 ICPL 200B 01/4 ICPL 200C 01/4 ICPL 200D 01/4 ICPL 200E 01/4 ICPL 200F 01/4 ICPL 200G 01/4 ICPL 200H 01/4 ICPL 200I 01/4 ICPL 200J 01/4 ICPL 200K 01/4 ICPL 200L 01/4 ICPL 200M 01/4 ICPL 200N 01/4 ICPL 200O 01/4 ICPL 200P 01/4 ICPL 200Q 01/4 ICPL 200R 01/4 ICPL 200S 01/4 ICPL 200T 01/4 ICPL 200U 01/4 ICPL 200V 01/4 ICPL 200W 01/4 ICPL 200X 01/4 ICPL 200Y 01/4 ICPL 200Z 01/4 ICPL 200AA 01/4 ICPL 200AB 01/4 ICPL 200AC 01/4 ICPL 200AD 01/4 ICPL 200AE 01/4 ICPL 200AF 01/4 ICPL 200AG 01/4 ICPL 200AH 01/4 ICPL 200AI 01/4 ICPL 200AJ 01/4 ICPL 200AK 01/4 ICPL 200AL 01/4 ICPL 200AM 01/4 ICPL 200AN 01/4 ICPL 200AO 01/4 ICPL 200AP 01/4 ICPL 200AQ 01/4 ICPL 200AR 01/4 ICPL 200AS 01/4 ICPL 200AT 01/4 ICPL 200AU 01/4 ICPL 200AV 01/4 ICPL 200AW 01/4 ICPL 200AX 01/4 ICPL 200AY 01/4 ICPL 200AZ 01/4 ICPL 200BA 01/4 ICPL 200BB 01/4 ICPL 200BC 01/4 ICPL 200BD 01/4 ICPL 200BE 01/4 ICPL 200BF 01/4 ICPL 200BG 01/4 ICPL 200BH 01/4 ICPL 200BI 01/4 ICPL 200BJ 01/4 ICPL 200BK 01/4 ICPL 200BL 01/4 ICPL 200BM 01/4 ICPL 200BN 01/4 ICPL 200BO 01/4 ICPL 200BP 01/4 ICPL 200BQ 01/4 ICPL 200BR 01/4 ICPL 200BS 01/4 ICPL 200BT 01/4 ICPL 200BU 01/4 ICPL 200BV 01/4 ICPL 200BW 01/4 ICPL 200BX 01/4 ICPL 200BY 01/4 ICPL 200BZ 01/4 ICPL 200CA 01/4 ICPL 200CB 01/4 ICPL 200CC 01/4 ICPL 200CD 01/4 ICPL 200CE 01/4 ICPL 200CF 01/4 ICPL 200CG 01/4 ICPL 200CH 01/4 ICPL 200CI 01/4 ICPL 200CJ 01/4 ICPL 200CK 01/4 ICPL 200CL 01/4 ICPL 200CM 01/4 ICPL 200CN 01/4 ICPL 200CO 01/4 ICPL 200CP 01/4 ICPL 200CQ 01/4 ICPL 200CR 01/4 ICPL 200CS 01/4 ICPL 200CT 01/4 ICPL 200CU 01/4 ICPL 200CV 01/4 ICPL 200CW 01/4 ICPL 200CX 01/4 ICPL 200CY 01/4 ICPL 200CZ 01/4 ICPL 200DA 01/4 ICPL 200DB 01/4 ICPL 200DC 01/4 ICPL 200DD 01/4 ICPL 200DE 01/4 ICPL 200DF 01/4 ICPL 200DG 01/4 ICPL 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01/4 ICPL 200UE 01/4 ICPL 200UF 01/4 ICPL 200UG 01/4 ICPL 200UH 01/4 ICPL 200UI 01/4 ICPL 200UJ 01/4 ICPL 200UK 01/4 ICPL 200UL 01/4 ICPL 200UM 01/4 ICPL 200UN 01/4 ICPL 200UO 01/4 ICPL 200UP 01/4 ICPL 200UQ 01/4 ICPL 200UR 01/4 ICPL 200US 01/4 ICPL 200UT 01/4 ICPL 200UU 01/4 ICPL 200UV 01/4 ICPL 200UW 01/4 ICPL 200UX 01/4 ICPL 200UY 01/4 ICPL 200UZ 01/4 ICPL 200VA 01/4 ICPL 200VB 01/4 ICPL 200VC 01/4 ICPL 200VD 01/4 ICPL 200VE 01/4 ICPL 200VF 01/4 ICPL 200VG 01/4 ICPL 200VH 01/4 ICPL 200VI 01/4 ICPL 200VJ 01/4 ICPL 200VK 01/4 ICPL 200VL 01/4 ICPL 200VM 01/4 ICPL 200VN 01/4 ICPL 200VO 01/4 ICPL 200VP 01/4 ICPL 200VQ 01/4 ICPL 200VR 01/4 ICPL 200VS 01/4 ICPL 200VT 01/4 ICPL 200VU 01/4 ICPL 200VV 01/4 ICPL 200VW 01/4 ICPL 200VX 01/4 ICPL 200VY 01/4 ICPL 200VZ 01/4 ICPL 200WA 01/4 ICPL 200WB 01/4 ICPL 200WC 01/4 ICPL 200WD 01/4 ICPL 200WE 01/4 ICPL 200WF 01/4 ICPL 200WG 01/4 ICPL 200WH 01/4 ICPL 200WI 01/4 ICPL 200WJ 01/4 ICPL 200WK 01/4 ICPL 200WL 01/4 ICPL 200WM 01/4 ICPL 200WN 01/4 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200ZA 01/4 ICPL 200ZB 01/4 ICPL 200ZC 01/4 ICPL 200ZD 01/4 ICPL 200ZE 01/4 ICPL 200ZF 01/4 ICPL 200ZG 01/4 ICPL 200ZH 01/4 ICPL 200ZI 01/4 ICPL 200ZJ 01/4 ICPL 200ZK 01/4 ICPL 200ZL 01/4 ICPL 200ZM 01/4 ICPL 200ZN 01/4 ICPL 200ZO 01/4 ICPL 200ZP 01/4 ICPL 200ZQ 01/4 ICPL 200ZR 01/4 ICPL 200ZS 01/4 ICPL 200ZT 01/4 ICPL 200ZU 01/4 ICPL 200ZV 01/4 ICPL 200ZW 01/4 ICPL 200ZX 01/4 ICPL 200ZY 01/4 ICPL 200ZZ 01/4</u>	

APPENDIX 4

2016-065

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF MOUNTAIN BROOK, ALABAMA  
AND  
WALTER SCHUDEL ENGINEERING COMPANY, INC.  
FOR  
PRELIMINARY STUDY OF A PEDESTRIAN BRIDGE OVER SHADES CREEK**

Mountain Brook, Alabama  
May 18, 2015

This AGREEMENT entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and Walter Schudel Engineering Company, Inc., hereinafter referred to as the Consultant, is for preliminary Consulting Services associated with the study of a pedestrian bridge over Shades Creek in Jonsson Park.

**SCOPE OF WORK**

**1. TOPOGRAPHIC SURVEY**

The Consultant would prepare a topographic survey of the existing crossing area. GIS topography would be used outside of the crossing area.

Proposed Fee \$ 2,400

**2. STUDY OF BRIDGE OPTIONS**

The Consultant would study options of installing a pedestrian bridge at the location of the existing crossing. The difficulty of installing a bridge at this location is that the location is approximately seven feet below the base flood elevation and is within the Floodway of Shades Creek. It is not believed that a bridge can be constructed that clears the flood level. Therefore, options for a low level bridge that can withstand flooding and also be permissible with FEMA would be evaluated. The detailed scope is as follows:

- Investigate bridge options for a floodable bridge
- Evaluate FEMA concerns of encroaching in the Floodway of Shades Creek
- Develop brief report on findings

Proposed Fee \$ 3,300

**NOT IN SCOPE OF WORK**

1. Design work (future, this is a study phase)
2. Detailed FEMA analysis or permitting (future)

**PAYMENT TERMS**

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Expenses and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amount may include a late charge of 1 1/2 % per month, calculated from said thirtieth (30<sup>th</sup>) day. Should Consultant incur attorney's fees for collection of payments, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

**SCHEDULE OF UNIT RATES - EFFECTIVE THROUGH 12/31/2016**

Senior Principal	\$ 250.00 per hour
Principal	\$ 170.00 per hour
Chief Land Surveyor	\$ 170.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 130.00 per hour
Project Manager 1	\$ 120.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 105.00 per hour
Staff Professional	\$ 95.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 95.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 85.00 per hour
Designer / Survey Draftsman / Specialist 1	\$ 75.00 per hour
Field Survey Party	\$ 165.00 per hour
Laser Scanning Field Crew	\$ 400.00 per hour
Laser Scanning Specialist	\$ 125.00 per hour
Intern/Support	\$ 60.00 per hour
Courier	\$ 25.00 per delivery
Transportation	\$ 0.50 per mile
Materials (Stakes and Hubs)	\$ 0.35 each
(Flagging)	\$ 2.50 per roll
(Iron Pins and Caps)	\$ 5.00 each
(Spray Paint)	\$ 3.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

APPENDIX 5

**GENERAL TERMS AND CONDITIONS**

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation rates on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts that hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation, 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation act and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.

- (10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- (11) The enforceability of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- (12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- (13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to unreliable alterations. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document the hardcopy document will prevail.

**PROPOSAL ACCEPTANCE**

SUBMITTED: \_\_\_\_\_ ACCEPTED: \_\_\_\_\_  
 Consultant: Walter Schudel Engineering Company, Inc. Client: The City of Mountain Brook, Alabama  
 Signature: Walter Schudel III Signature: Sam Galt  
 Name: Walter Schudel III Name: Sam Galt  
 Title: President Title: City Manager  
 Date: May 20, 2016 Date: May 24, 2016

Please print or type the following information for the individual, firm or corporation responsible for payment

Company: \_\_\_\_\_  
 Client or Client's authorized representative: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_  
 Client's Project Number: \_\_\_\_\_ Client's Purchase Order Number: \_\_\_\_\_

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND WALTER SCHOEL ENGINEERING COMPANY, INC. DATED MAY 23, 2016

THIS ADDENDUM ("the this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Walter Schoel Engineering Company, Inc. ("the Contractor") dated May 23, 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 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 legal 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 privacy therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.

8. Alabama Immigration Law Compliance Contract. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

APPENDIX 5

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 or 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 23rd day of May, 2016

Walter Schoel Engineering Company, Inc.

City of Mountain Brook, Alabama

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

By: [Signature] Its: City Manager



Steve Boone <boones@minbrook.org>

Council Item on Tonight's Agenda -Rami Achdut to Convey 0.17 Acres to City for Cahaba River Walk Park - Additional Inform

Steve Sline <ssline@bshoppco.com> Mon, May 23, 2016 at 4:09 PM
To: Steve Boone <boones@minbrook.org>
Cc: Sam Gaston <sgastons@minbrook.org> What Colvin <wcolvin@bshoppco.com>

Steve, as you know, the City Council has this item on tonight's City Council Agenda to approve the Achdut conveyance of 0.17 acres to the City; this deal involves the transfer of two small parcels that are adjacent to Cahaba River Walk park. As I mentioned Friday, we are set to close this transaction this upcoming Thursday at 10:00 am.

If the Council needs to know, attached is the latest version of the Settlement Statement for this transaction indicating that, including the \$15,000 amount payable to Mr. Achdut for the land and all expenses (to buy title insurance, for title search, for an escrow arrangement required by BBAT in order to approve the conveyance, etc.), the total amount that the City will pay to acquire this 0.17 acres is \$16,064.

Also, for your use later in the week, I have attached the Wiring Instructions to wire the \$16,064 to Alabama Title Insur Co. account at Regions Bank where I need you to wire the \$16,064 so it will be received by them for the closing no later than 10 am on Thursday morning. (I don't remember how long it takes for a wire to go through; you will need to wire these funds either late Wednesday afternoon or real early Thursday morning.)

Finally, I have also attached a copy of a Survey that shows the location of the two parcels of land that the City is acquiring if any of the City Councilors want to see the location again.

Steve Sline

3 attachments

- City of Mt. Brook Closing Statement 5-17-16\_Final.pdf 59K
Alab Title Co Wire Instructions-Regions Bank.pdf 24K
Survey by R. Weygant of 2 Parcels to be acquired by City.pdf 3110K

http://mail.google.com/mail/u/0/?ui=2&ik=01918731561&as=pt&cap=traw%2FAgenda&asw=cm=cm&ik=156d7385743c301&ui=156d7385743c301 1/1

2016-066

Wiring Instructions



Alabama Title Co., Inc. 2233 2nd Ave. North Birmingham, Al. 35203

To whom it may concern:

Project Name:

In connection with the above referenced transaction, wiring instructions are as follows:

Account Name: Alabama Title Co., Inc. Escrow Trust Account
Bank: Regions Bank
1900 5th Avenue North
Birmingham, Alabama 35203
ABA#: 062800019
Account#: 0049619837

Special instructions reference project name:

Attention wire department: Upon receipt of the wire please notify William Cunningham at (205) 322-1821.

APPENDIX 6

Alabama Title Co., Inc.

2233 South Avenue North Birmingham, Alabama 35203
Telephone (205) 322-1821 Fax (205) 322-1820

REAL ESTATE SETTLEMENT STATEMENT

Seller: Rami Achdut
Buyer: City of Mountain Brook
Escrow/Closing Agent: Alabama Title Co., Inc.
Property: See Exhibit A attached hereto
Closing Date: May 23, 2016
Purchase Price: \$15,000.00
File No.:

Table with columns: DESCRIPTION, PURCHASER (Debit/Credit), SELLER (Debit/Credit). Rows include Purchase Price, Adjustments, Title Premium, Escrow Fee, etc.

Alabama Title Co., Inc.

2233 South Avenue North Birmingham, Alabama 35203
Telephone (205) 322-1821 Fax (205) 322-1820

RECEIPTS

Gross Amount Due from Purchaser to Seller \$16,064.00
Escrow Money Held by Escrow Agent \$0.00
TOTAL RECEIPTS \$16,064.00

Disbursements

Table with columns: Description, Amount. Rows include Alabama Title Co. Inc. Title Premium, Escrow Fee, etc.

NOTES TO REAL ESTATE SETTLEMENT STATEMENT

- (1) This Real Estate Settlement Statement was prepared by Alabama Title Co., Inc. who is acting solely as the Escrow Closing Agent in this transaction...
(2) The foregoing Real Estate Settlement Statement has been examined by the Seller, the Purchaser and the Escrow Agent...
(3) The Real Estate Settlement Statement shall survive the closing of the purchase and sale of the Property...
(4) The parties agree that the Real Estate Settlement Statement may be amended in any number of counterparts...
(5) The parties agree to adjust any arithmetical or adjustments herein...
(6) Seller and Purchaser agree that the property taxes will not be prorated, and that Seller will be responsible for

Alabama Title Co., Inc.

336 Second Avenue North, Birmingham, Alabama 35203  
Telephone (205) 222-1100, Facsimile (205) 222-1101  
Approved as of book being for the six year that commenced October 1, 2015

Escrow/Closing Agent's wire transfer instructions  
(see attachment)

DEBT check payment instructions  
Carolee Feltus

DEBT  
Mortgage Loan Servicing  
381 College Street  
Greenville, SC 29601

(Remainder of page intentionally left blank. See following page for signatures.)

BUYER:

CITY OF MOUNTAIN BROOK

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

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

Date: \_\_\_\_\_

SELLER:

RAMI ACHUDUT

Date: \_\_\_\_\_

ESCROW / CLOSING AGENT

ALABAMA TITLE CO., INC.

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

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

Date: \_\_\_\_\_

Real Estate Broker/Equal Opportunity

1

City of Mt. Brook Closing Statement 5-16-15.doc

APPENDIX 6

EXHIBIT A  
Legal Description

The following is a parcels that are part of the N 1/2 of the SE 1/4 of Section 11, Township 18 South, Range 2 West, Jefferson County, Alabama, to wit:

Parcel I

From an existing crimp iron pin being the locally accepted most Easterly corner of Lot A, Dixon - Anderson Resurvey, as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, in Map Book 155, Page 23, and looking in a Northwesterly direction along the Northeast line of said Lot A, turn an angle to the left of 191°32'20" and run in a Southeasterly direction across the Overton Road right of way for a distance of 66.91 feet to a point on a curve and being on the East right of way line of Overton Road, said curve being concave in a Westerly direction and having a radius of 885.92 feet, a central angle of 17°33'22" and last mentioned 66.91 foot line being radial to said curve, thence turn an angle to the right (90° to tangent) and run in a Southwesterly direction along the arc of said curve for a distance of 269.30 feet to an existing iron rebar being the end of said curve and being point "A", said point being the Point of Beginning of Parcel I, thence turn an angle to the left (88°32'09" from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 134.72 feet to a Set Weygand rebar, thence turn an angle to the right (168°12'31") and run in a Southeasterly direction for a distance of 139.62 feet to a point in the creek; thence turn an angle to the left (105°42'58" and run in a northeasterly direction for a distance of 28.60 feet to the Point of Beginning of Parcel I, containing 1.922± sq. ft. Less and except any rights held by the State of Alabama to the Cahaba River

Parcel II

From an existing crimp iron pin being the locally accepted most Easterly corner of Lot A, Dixon - Anderson Resurvey, as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, in Map Book 155, Page 23, and looking in a Northwesterly direction along the Northeast line of said Lot A, turn an angle to the left of 191°32'20" and run in a Southeasterly direction across the Overton Road right of way for a distance of 66.91 feet to a point on a curve and being on the East right of way line of Overton Road, said curve being concave in a Westerly direction and having a radius of 885.92 feet, a central angle of 17°33'22" and last mentioned 66.91 foot line being radial to said curve, thence turn an angle to the right (90° to tangent) and run in a Southwesterly direction along the arc of said curve for a distance of 269.30 feet to an existing iron rebar being the end of said curve and being point "A", said point being the Point of Beginning of Parcel I, thence turn an angle to the left (88°32'09" from the chord of last mentioned curve) and run in a Southeasterly direction for a distance of 134.72 feet to a Set Weygand rebar, thence continue on same line a distance of 120.39 feet to a Set Weygand rebar; said point being the Point of Beginning of Parcel II, thence continue on same line a distance of 184.59 feet to a point in the C.L. of the Cahaba river; thence turn an angle to the right (84°49'14" and run in a Southwesterly direction 24.66 feet to a point in said river; thence turn an angle to the right (08°33'55" and run in a Southwesterly direction 24.66 feet to a point in said river; thence turn an angle to the right (87°55'54") and run in a Southwesterly direction for a distance of 53.97 feet to a point in said river, thence turn an angle to the right (17°56'25" and run in a northwesterly direction for a distance of 139.50 feet to the Point of Beginning of Parcel II, containing 5.745± sq. ft. Less and except any rights held by the State of Alabama to the Cahaba River

Wiring Instructions



Alabama Title Co., Inc. 2233 2<sup>nd</sup> Ave. North Birmingham, Al. 35203

To whom it may concern:

Project Name:

In connection with the above referenced transaction, wiring instructions are as follows:

Account Name: Alabama Title Co., Inc. Escrow Trust Account

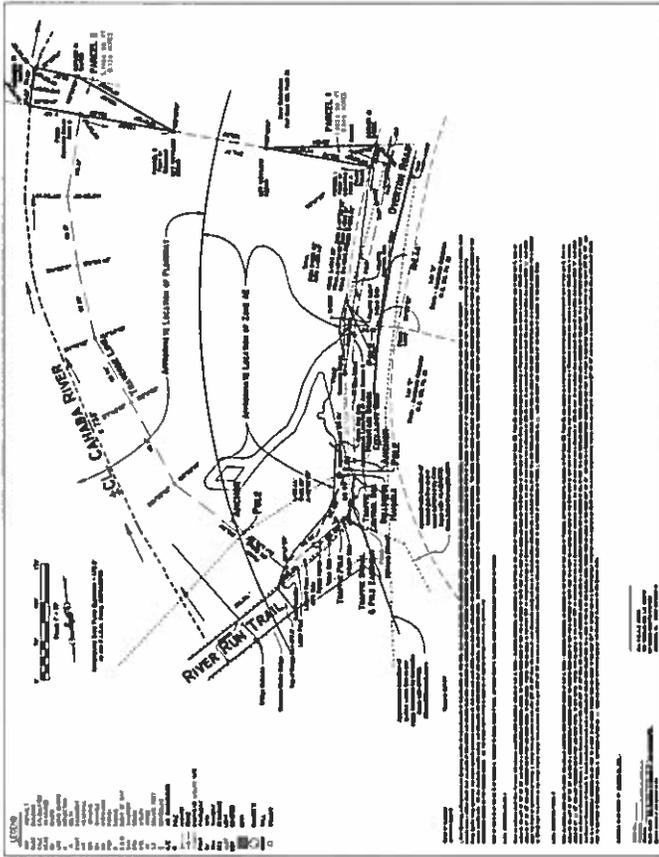
Bank: Regions Bank  
1900 5<sup>th</sup> Avenue North  
Birmingham, Alabama 35203

ABA#: 062800019

Account#: 0049619837

Special instructions reference project name:

Attention wire department: Upon receipt of the wire please notify William Cunningham at (205) 322-1821.



APPENDIX 6



CITY OF MOUNTAIN BROOK
34 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Tel: 205 988 7058
Fax: 205 988 3277
cgaston@mountainbrook.org

SAM S. GASTON
CITY MANAGER

May 11, 2016

Dear Resident,

The City of Mountain Brook has received complaints about high school students parking in the cul-de-sac at the end of Ridgecrest Road. (See enclosed map). A few residents have expressed their concern about safety, litter and limited access for emergency vehicles due to this parking situation. A suggestion has been made to make the cul-de-sac area of Ridgecrest Road a "No-Parking" zone during certain hours.

The Mayor and City Council would like to invite you to attend the May 23rd City Council meeting, which will start at 7:00pm to discuss these issues and suggestions with them. If you cannot attend on Monday, May 23rd, but would like to express your opinions on this matter, please contact me at 802-3800 or cgaston@mountainbrook.org

I look forward to your comments on May 23rd.

Sincerely,

Sam Gaston
Sam S. Gaston
City Manager



Page 1 of 1

Sam Gaston

From: Gordon and Margret Martin
Sent: Tuesday, May 10, 2016 1:32 PM
To: cgaston@mountainbrook.org
Subject: Ridge Crest Cul de Sac

Hello Sam -

This is Margret Martin. I am concerned about the activity that is occurring on the cul de sac of Ridge Crest and Brook Mountain Lane

I live at 3412 Brook Mountain Lane. The first house next to the cul de sac. When I walk my dogs in the evening, teenagers are parked there drinking alcohol and smoking. During the day up to 15 cars can be parked along the curb during school hours. On the weekends, I have collected numerous bags of trash that consist of beer cans and bottles, vodka bottles, fast food trash, condoms, portable chairs and even a ladder.

I have called Mountain Brook police in the past and I have been told that there is nothing they can do about the high school kids parking there. But maybe some signs would help, or even better lighting? A couple of light posts would probably cut down on the drinking and drugs on the cul de sac at night.

My husband and I, and my neighbors, would appreciate any help concerning this problem.

Thank you so much for your consideration,

Margret Martin
(205)527-9005

Sam Gaston

From: drummond03@gmail.com
Sent: Tuesday, May 10, 2016 7:31 AM
To: cgaston@mountainbrook.org
Subject: Brook Mountain Estates

Mr. Gaston, I am a resident in the Brook Mountain Estates Subdivision. I fully support the need and placement of no parking signs in our cul-de-sac. I would appreciate your attention to this matter. As you can imagine I am extremely tired of picking up trash from our entrance. I personally know this has been an issue for over 15 years with high schoolers and I think it is time to take action. We are very lucky since vandalism is all we have incurred. Nothing bad should have to happen for the City of Mountain Brook to be responsible. I have a 13 year old daughter and I feel it is unsafe for her to walk in her own neighborhood because of the nature of trash I have collected ie...condoms and alcohol beverage containers. Sincerely, Jessica Drummond

Sent from my iPhone

Sam Gaston

From: Martin, Gordon G.
Sent: Tuesday, May 10, 2016 10:47 AM
To: gastons@mtbrook.org
Subject: Ridgecrest cul-de-sac and path to school
Attachments: image003.jpg

Sae,
Long time, no talk to. Hope all is well with you and the City.
I know that Mark Drummond has been in touch with you regarding the situation on the Ridgecrest cul-de-sac. (I am in the first house on the left of Brook Mountain Dr., catty-cornered from the cul-de-sac. And let me admit right up front that I occasionally use the "short-cut" to the high school and my 11th grader often walks to school that way. I am concerned, however, about the parking and trash. It has gotten really bad. I appreciate the City looking into an appropriate solution. To me, a "No Parking" designation with enforcement might be the simplest solution. It could even be restricted just from 7:00 a.m. to 3:00 p.m. or something like that.

If appropriate, I would like to pass these comments on to Virginia Smith, who, if I am not mistaken, is our Council member. Thanks!
(cid:image003.jpg@01D1AAA9.58684840)

Gordon G. Martin a Senior Vice President, Corporate and Administrative Services e Alabama Power Company a 205.257.0522 e ggmartin@southernco.com;mailto:ggmartin@southernco.com
From: Mark Drummond [mailto:m.s.d@midexpring.com]
Sent: Saturday, May 7, 2016 1:02 PM
To: 'Sam Gaston' <gastons@mtbrook.org>;mailto:gastons@mtbrook.org;>
Cc: jodym1a@gmail.com;mailto:jodym1a@gmail.com;
Subject: Ridgecrest cul-de-sac and path to school

Mr. Gaston,
Today (Saturday, May 7, 2016) I made some photos of the Ridgecrest Rd. cul-de-sac and the climb up to the High School property from the cul-de-sac using the path that the students are using. I am ashamed to admit, but I fell coming down off the ridge top and luckily have no injuries to report.

- The photos are attached in the order of hiking up the ridge from the Ridgecrest cul-de-sac.
Photo 1 - Ridgecrest cul-de-sac trash - Upon parking in the cul-de-sac you see the trash that the students have left behind after parking on Friday. I cleaned up the parking area and our entrance area on Thursday; so, this is Friday's trash only.
Photo 2 - Ridgecrest cul-de-sac trash, City property - Off the cul-de-sac on City property is a garbage dump that lies adjacent to a wet weather stream that continues as a tributary to the beautiful stream that winds through Brook Mountain Estates. This trash is then transported into our stream and deposited into our backyards and property.
Photo 3 - Ditch Crossing 2 - Photo of the ditch crossing that becomes a wet weather stream during the rainy season. This is one of the first hazards that is crossed on the path leading to the High School.
Photo 4 - Ditch crossing - A photo partially up the High School path looking back towards the cul-de-sac.
Photo 5 - Uplope view - This illustrates the very steep topography up the High School

path, which daylight near the High School fields.
Photo 5 - Top of slope view - A downhill view of the High School path. Just past the first small tree in the path is where the path drops off about 3 feet and where I lost my footing and fell.
This is a dangerous path leading from the Ridgecrest cul-de-sac to the high school. If parking is allowed in the cul-de-sac, it is not a matter if an accident happens, it is a matter of when. For liability purposes, I would strongly recommend that the City erect No Trespassing signs, as well as the No Parking and No Litter signs. These messages could be placed on the same sign.
Please share any and all of the information that I have sent to you regarding this matter with the City Council prior to our meeting on Monday, if you would like.

Best regards,
Mark Drummond
President
Brook Mountain Estates Homeowners Association, Inc.

APPENDIX 7

Donald Ghareeb
3469 Brook Mountain Lane
Mountain Brook, AL 35223
Phone (205) 527-1587
Don.ghareeb@tscals.com

May 12, 2016
VIA EMAIL: gastons@mtabrook.org and USPS Mail
Mr. Sam Gaston
City Manager, City of Mountain Brook
56 Church Street
P.O. Box 130009
Mountain Brook, AL 35213

Dear Mr. Gaston,
I am writing you as a homeowner of Brook Mountain Estates. As you are aware, the entry of Brook Mountain Estates occurs at the intersection of Brook Mountain Lane and the cul-de-sac termination of Ridgecrest Road.
My wife and I respectfully request that No Parking and No Litter signs be erected in the Ridgecrest Road cul-de-sac. This area is a gathering place for teenagers, who leave trash and during school, use for parking, walking through the woods from the cul-de-sac to school. The Brook Mountain Estates Homeowners Association, Inc. considers the unauthorized access from the cul-de-sac to the high school a potential liability. It also considers the parking of vehicles here dangerous in the event emergency vehicles need to navigate in this area.
Thank you for your consideration.

Sincerely,
[Signature]
Donald Ghareeb

Sam Gaston

From: Geeta Lakhanpal
Sent: Sunday, May 15, 2016 10:06 AM
To: gastons@mtbrook.org
Subject: Good Morning

Mr. Gaston,
We are writing to you in regards to the high school students parking in the cul-de-sac at the end of Ridgecrest road. We are concerned with the safety of these students as they make their way up the hill to the school. Also we have noticed a lot of trash in the cul-de-sac and around the entrance of our neighborhood. We would really appreciate it if you would consider making this area a "no parking" area, especially during school hours.
Thank you,
Mrs. Geeta and Shaily Lakhanpal.
1477 Brook Mountain Lane.
Sent from my iPhone

Sam Gaston

From: Janet Forbes  
Sent: Monday, May 16, 2016 11:08 AM  
To: Sam Gaston  
Subject: Ridgecrest Rd - No Parking letter sent to residents

Evie Gunn called to say she cannot come to the City Council meeting. She thinks making this area a "No Parking" is stupid and silly. She walks that area several times a week and said it is no big deal. Also, the trash is not just from the students - maybe workers in the area that park there to have lunch. She does like that the police are patrolling the area.

You do not need to call her back but her number is 515-8487. Her address is 3628 Ridgecrest Rd.

**Janet Forbes, *esq.***  
Assistant to the City Manager  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213  
(205) 982-3800 (T) 205.870.3177  
jforbes@mountainbrook.org

5/16/2016

ORDINANCE NO. 1953

AN ORDINANCE PROHIBITING PARKING WITHIN THE CUL-DE-SAC OF RIDGECREST ROAD

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. That it shall be unlawful for any person to park along either side of the cul-de-sac of Ridgecrest Road.

Section 2. The City Manager is hereby authorized and directed to cause appropriate signs to be erected by said street near the portions of said street described in Section 1 above.

Section 3. Any person violating the provisions of Section 1 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 1-6 of the Code of the City of Mountain Brook.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 23rd day of May, 2016.

\_\_\_\_\_  
Council President

APPROVED: This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 23, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 24, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street      Overton Park, 3020 Overton Road  
Gilchrist Pharmacy, 2850 Cahaba Road      Cahaba River Walk, 3503 Overton Road

\_\_\_\_\_  
City Clerk

Prohibit Parking in the Cul-de-Sac of Ridgecrest Road

1953

APPENDIX 7

ORDINANCE NO. 1953

AN ORDINANCE PROHIBITING PARKING WITHIN THE CUL-DE-SAC OF RIDGECREST ROAD DURING SPECIFIED TIMES OF THE WEEK

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. That it shall be unlawful for any person to park along either side of the cul-de-sac of Ridgecrest Road weekdays from 7:00 a.m. until 3:30 p.m. whenever the Mountain Brook Schools are in official academic session.

Section 2. The City Manager is hereby authorized and directed to cause appropriate signs to be erected by said street near the portions of said street described in Section 1 above.

Section 3. Any person violating the provisions of Section 1 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 1-6 of the Code of the City of Mountain Brook.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 23rd day of May, 2016

\_\_\_\_\_  
Council President

APPROVED: This 23rd day of May, 2016.

\_\_\_\_\_  
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 23, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 24, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street      Overton Park, 3020 Overton Road  
Gilchrist Pharmacy, 2850 Cahaba Road      Cahaba River Walk, 3503 Overton Road

\_\_\_\_\_  
City Clerk

Prohibit Parking in the Cul-de-Sac of Ridgecrest Road

1953

MARK S. DRUMMOND

3453 Brook Mountain Lane  
Mountain Brook, AL 35223  
Phone (205) 907-3244  
m.s.d@mindspring.com

May 2, 2016

Mr. Sam Gaston  
City Manager, City of Mountain Brook  
56 Church Street  
P.O. Box 130009  
Mountain Brook, AL 35213

Dear Mr. Gaston,

I am writing you on behalf of the Brook Mountain Estates Homeowners Association, Inc. and as a thirty-one year resident of Mountain Brook. The entry of Brook Mountain Estates occurs at the intersection of Brook Mountain Lane and the cul-de-sac termination of Ridgecrest Road (please refer to the attached map exhibit). At the Ridgecrest Road cul-de-sac (please refer to attached photo) resides property owned by the City of Mountain Brook (western half, right side of photo) and Lot 1 of Brook Mountain Estates and our landscaped entrance area and attendant stone wall & column hardscape structure (eastern half, left side of photo).

Our Homeowners Association has maintained the landscaping on both the City of Mountain Brook and Brook Mountain Estates sides. The routine maintenance that we perform on the City of Mountain Brook side is to trim the crepe myrtles and boxwoods, muck the planting beds, weed control, and cutting back the invasive privet hedge. We do not mind maintaining the entire cul-de-sac area because we take great pride in the appearance of our entry area and our neighborhood.

Over the years the cul-de-sac has been a meeting place and parking spot for Mountain Brook High School students. Groups of teens gather at all times, day and night, leaving trash in the cul-de-sac and in our maintained entrance area. During school hours, students use the cul-de-sac as unauthorized High School parking (photo shows typical school time parking in the cul-de-sac) and walk through the woods from the cul-de-sac to the High School.

The Brook Mountain Estates Homeowners Association, Inc. considers the unauthorized access from the cul-de-sac to the High School a potential liability hazard if a student were to get injured walking on this steep terrain. The congestive parking in the cul-de-sac renders it useless for turning around any emergency vehicle, such as a fire truck or

ambulance. The trash and beer cans that accumulate in the cul-de-sac is a public nuisance and a constant maintenance issue for our residents, neighborhood and HOA.

We respectfully request that No Parking and No Litter signs be erected in the Ridgecrest Road cul-de-sac as a matter of public safety, HOA liability exposure, and public nuisance issues.

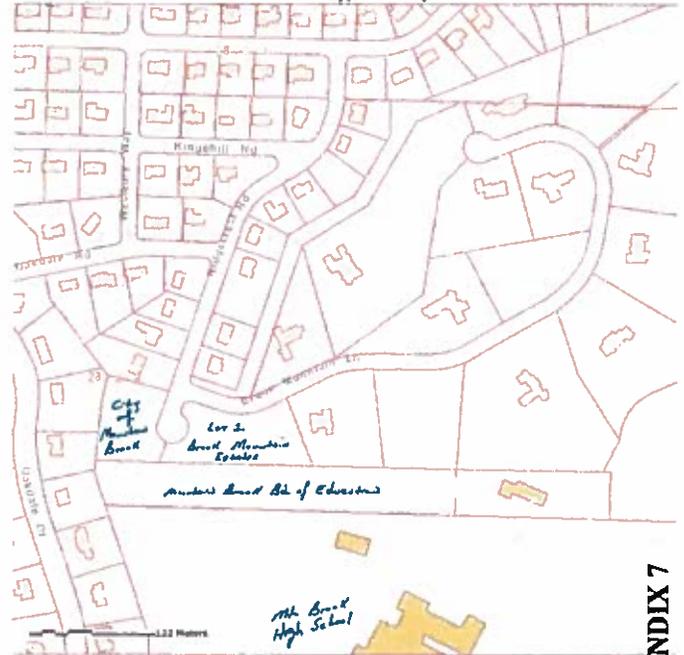
Please let me know if we need to meet to discuss. Thank you for your consideration on this matter.

Sincerely,

Mark S. Drummond  
President  
Brook Mountain Estates Homeowners Association, Inc.

Cc: Mr. Jody Seib, Brook Mountain Estates HOA, Inc. (1 return)

Jefferson County, AL. Map Viewer



APPENDIX 7



Sam Gaston

From: Sam Gaston  
Sent: Wednesday, May 04, 2016 4:24 PM  
To: 'Mark Drummond'  
Cc: 'jodyseib@gmail.com'  
Subject: RE: Brook Mountain Estates HOA - Ridgecrest Rd. cul-de-sac: problems

Mark and Jody,  
We met with the high school principal today and we have reviewed the situation. We have had a similar situation on West Chester south of the school a few months ago. Here is what I can report to you.

1. Our Public Works crews will continue to monitor the trash in the cul-de-sac.
2. There are two street lights in this area. Our night patrols will check to be certain they are both working. The southernmost light has a very short arm on the pole. I can ask APCO to place a long arm on the pole so that the light better illuminates the cul-de-sac.
3. The students parking along the cul-de-sac are mainly sophomores who are not allowed to drive on campus. School policy only allows for juniors and seniors to have a car on campus. A few could be students who have lost their campus driving privileges or students who have been assigned a parking space on the lower end of the campus by the baseball field and don't want to walk so far to the school building.
4. In August the school will remind the sophomore parents and students that they are not allowed to park on campus, but if they drive do not park in residential areas. These students are encouraged to carpool with juniors and seniors or adults. The junior and senior drivers will also be reminded to use their on-campus parking spaces and to not park off campus.
5. There is a gate on your side of the school, plus a missing section of fence. The school plans to lock this gate, except for football games in the Fall and to repair the missing section of fence.
6. School is out on May 27<sup>th</sup>.
7. This problem seems mild in the Fall, but rears up in the Spring when many sophomores obtain their driver's licenses.
8. You can come to the City Council's pre-meeting on May 26<sup>th</sup> to ask the Council to consider making the cul-de-sac a "No-Parking" zone for certain hours of the day such as 7am-3pm Monday-Friday. My concern is that this will only push the student drivers up the hill on Ridgecrest or down Brook Mountain Lane. The City Council will want the staff to notify all the residents of your street and up Ridgecrest of this proposed "No-Parking" request and schedule a hearing on it at the May 23<sup>rd</sup> meeting.

We do not set the time of the pre-meeting until the Friday before, but my guess it will start at 6pm on Monday, May 2<sup>nd</sup> with our formal meeting at 7pm. Please let me know if you would like to attend or have any questions about the information above.

Sam S Gaston  
City Manager  
City of Mountain Brook, AL  
58 Church Street  
P O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

From: Mark Drummond [mailto:m.s.d@mindspring.com]  
Sent: Monday, May 02, 2016 10:45 AM  
To: gastons@mtbrook.org  
Cc: jodyseib@gmail.com

Sam Gaston

From: HOOD, AMANDA  
Sent: Friday, May 08, 2016 8:53 AM  
To: Sam Gaston, Ted Cook  
Subject: Fencing

Mr. Gaston and Chief Cook,

Per our meeting this week, our maintenance team has corrected the open fencing issue related to the Ridgcrest area. The gate was installed by parks and rec. for retrieving balls and other items. We have requested that it be secured during school hours.

Have a wonderful weekend,  
Amanda

Sent from my iPad

APPENDIX 7

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