The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on the 22nd day of July, 2019. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. August 15th Public Involvement Meeting from 5-7pm at City Hall for public comments on Old Brook Trail and Canterbury Road bridge projects with a 4-p.m. pre-meeting in advance thereof

2. Resolution No. 2019-104, accept the professional services proposal submitted by Rob Walker Architects, LLC, with respect to the proposed City Hall mall security improvements project, was added to the formal meeting agenda

3. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss matters of real estate. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned at approximately 7:41 p.m.
3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on July 22, 2019, 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 work session.

[Signature]
City Clerk
Approved by City Council August 12, 2019
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 22, 2019

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 22nd day of July, 2019. 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
         Philip E. Black
         Lloyd C. Shelton
         Alice B. Womack
         Stewart Welch III, Mayor

Absent: None

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

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

1. CONSIDERATION: ORDINANCE (NO. 2050) APPOINTING THE ASSISTANT CITY TREASURER (EXHIBIT 1)

Council President Smith introduced the ordinance in writing. It was then moved by Council member Shelton that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black and was unanimously carried, as follows:

Ayes: Virginia C. Smith
       William S. ("Billy") Pritchard III
       Philip E. Black
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

Council President Smith declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council member Womack then moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: Virginia C. Smith
       William S. ("Billy") Pritchard III
       Philip E. Black
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2050) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.
2. INAUGURATION OF THE ASSISTANT CITY TREASURER (APPENDIX 1)

Mayor Welch then administered the oath of office to Leigh Ann A. Sisson who then assumed her role as an officer of the City of Mountain Brook.

3. CONSENT AGENDA

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

Approval of the minutes of the July 8, 2019, regular meeting of the City Council

2019-096 Resolution authorizing signatories on the City's Iberia Bank checking account(s) Appendix 2

2019-097 Recommend to the State of Alabama Alcoholic Beverage Control (ABC) Board the issuance of a 020 - Restaurant Retail Liquor license to Carrigans MTB, Inc. (trade name: Carrigans Public House), 2400 Montevallo Road, 35223 Appendix 3

2019-098 Award the bid for janitorial services for the Emmet O'Neal Library (B-20190401-505) Appendix 4

2019-099 Authorize the execution of a contractor agreement between the City and Tornado Fence Co., for the installation of a chain link fence at the new dog park to be installed at Cahaba River Walk Park Appendix 5

2019-100 Adopt the Birmingham Jefferson County Transit Authority (MAX) routes for the fiscal year October 1, 2019 through September 30, 2020 Appendix 6

2019-101 Award the bid for the construction of retaining walls at the Athletic Complex (C-20190625-523) Appendix 7

2019-102 Authorize the execution of a contractor agreement between the City and TCC, Inc., subject to the receipt of a $40,000 donation, with respect to the construction of a pedestrian bridge on Watkins Trace Trail in Jemison Park Appendix 8

2019-103 Award the bid to Metro Mechanical Services, Inc. for scheduled maintenance services for the City's HVAC and other mechanical systems (B-20190210-006) Appendix 9

2019-104 Accept the professional services proposal submitted by Rob Walker Architects, LLC, with respect to the proposed City Hall mall security improvements project Appendix 10

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black

J:\Minutes & Agendas\Council\2019\20190722 Minutes.doc

July 22, 2019
Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-096 through 2019-104) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

4. ANNOUNCEMENT

The next regular meeting of the City Council will be August 13, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:05 p.m.

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 July 22, 2019, 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.

EXHIBIT 1

ORDINANCE NO. 2050

ORDINANCE APPOINTING THE ASSISTANT CITY TREASURER OF THE CITY OF MOUNTAIN BROOK

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

1. Leigh Ann Sisson is hereby appointed as Assistant City Treasurer of the City of Mountain Brook, Alabama, to serve without compensation and at the pleasure of the Council or until her successor be duly appointed.

2. The Assistant Treasurer shall furnish a surety company bond in an amount approved by the City Council for the faithful performance of her duties in the safe custody of the funds of the City. Such bond shall be signed by good and sufficient sureties to be approved by the Mayor. The premium for such bond shall be paid by the City from its General Fund.

APPENDIX 1
RESOLUTION NO. 2019-097

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Carrigans MTB LLC (trade name: Carrigans Public House), 2400 Montevallo Road, Mountain Brook, AL 35223.

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

APPENDIX 3

RESOLUTION NO. 2019-098

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for janitorial services for the Emmet O’Neal Library submitted by Falls Facility Services, Inc. is hereby accepted in the form as attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the contract incorporated into the “Invitation to Bid... Janitorial Services For Library (B-20190401-505)” dated June 24, 2019 is incorporated herein by reference.

APPENDIX 4

RESOLUTION NO. 2019-099

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, a contractor agreement between the City and Tornado Fence, Co., in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the purchase and installation of a fence for the new dog park at Cahaba River Walk.

APPENDIX 5

RESOLUTION NO. 2019-100

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council approves and selects the Option C public transportation option (MicroTransit/43 Zoo routes) at a cost of $139,353 for the fiscal year October 1, 2019 through September 30, 2020 (Exhibit A).

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a Birmingham-Jefferson County Transit Authority (MAX) fiscal 2020 Transit Service Agreement with respect to said public transportation services.

APPENDIX 6
EXHIBIT 6

RESOLUTION NO. 2019-101

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for the construction of retaining walls at the Athletic Complex (C-20190625-523) submitted by Morris-Shea Bridge Company is hereby accepted (Exhibit A); and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the contract incorporated into the “Invitation for Bids . . . Construct Retaining Walls at the Athletic Complex” dated June 25, 2019 is incorporated herein by reference.

APPENDIX 7

EXHIBIT 7

RESOLUTION NO. 2019-102

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby authorizes, subject to and after the City’s receipt of a $40,000 donation from Mr. Harlan Prater IV, the execution of a contractor agreement between the City and TCC, Inc., in the form as attached hereto as Exhibit A, with respect to the construction of a pedestrian bridge on Watkins Trace Trail in Jemison Park.

APPENDIX 8

EXHIBIT 8

RESOLUTION NO. 2019-103

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for scheduled maintenance of the municipal complex mechanical systems (re: B-20190210-006) submitted by Metro Mechanical Services, Inc., is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the contract incorporated into the “Invitation for Bids . . . HVAC Scheduled Maintenance and Other Work for City and Library Buildings” dated June 11, 2019 is incorporated herein by reference.

APPENDIX 9

EXHIBIT 9

RESOLUTION NO. 2019-104

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 Rob Walker Architects, LLC, in the form as attached hereto as Exhibit A, with respect to the proposed City Hall mall security improvements project.

APPENDIX 10
OATH OF OFFICE (ORDINANCE NO. 2050)

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, Leigh Ann Sisson, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.

Leigh Ann Sisson

Sworn to and subscribed before me this 22nd day of July, 2019.

Stewart H. Welch III, Mayor
I recommend Falls Facility Services for the library's custodial and maintenance services. Falls Facility Services' monthly service fee includes the labor, practice, and equipment necessary to maintain the library's physical facilities to ensure a clean and safe environment for patrons. The library's custodial and maintenance team is responsible for cleaning the interior and exterior of the library, including restrooms, public areas, and bookshelves. The team also ensures that all equipment and furniture are in good condition and that any repairs are made promptly.

I understand that Falls Facility Services may be able to provide additional services, such as moving, storage, and special projects, at a cost. We will discuss these options further during the pre-bid conference.

Please provide Falls Facility Services with the necessary information to prepare their bid. Thank you for your consideration.

Sincerely,

[Sign Name]

[Signature]

[Date]

[Contact Information]

---

**APPENDIX 4**

**Invitation to Bid**

**City of Montgomery, Alabama**

**Municipal Services and Facilities Department**

**Library Services**

**Pre-Bid Conference:**

**Monday, July 16, 2019**

**Time:** 9:00 a.m.

**Location:**

**Montgomery Area Public Library**

**1825 Mother}
Spot Removal Guide

I. Pre-treatment
   A. For most fabrics, gentle rubbing with a soft cloth is effective. If the stain is not removed, use a pre-treatment product. Before applying any pre-treatment, test it on a small, inconspicuous area.

II. Treatment
   A. Apply the cleaning solution directly to the stained area. Use a soft cloth to rub the solution into the fabric. Let it sit for 5-10 minutes. Rinse thoroughly with water and dry.

III. Final Treatment
   A. If the stain remains, repeat the treatment steps. If necessary, consult a professional cleaner.

Consultants

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

- Alfredo B. Davis
  Phone: 610-313-8060
  Fax: 610-313-8061
  Email: adavis@albany.com

- Interfacon
  1162 Arch St
  Philadelphia, PA 19107

Addition References

- Care and Dye Institute
  www.careide.com

APPENDIX 4
APPENDIX 4
**EXHIBIT A — SPECIFICATIONS**

1. **Scope of Work**
   See attached City Scope of Work and July 17, 2019 Contract/Proposal.

   If Contractor desires to perform services on the Project that fall outside the scope of the Project, the Contractor shall provide a written request to the City Project Representative and any additional services shall be subject to the terms and conditions of the original Contract. The City will not pay for any additional services that are not included in the original Contract.

2. **Project Schedule**
   Weather permitting, Contractor agrees to complete the Work within an approximate 4-week period after execution of the Agreement and the City provides a Not-to-Exceed price.

3. **Project Representations**
   City Project Representative:
   - Leadville, CO
   - Phone: 511-5611
   - Email: leadville@co.leadville.co.us
   - Day Tel: (208) 822-3479

   Contractor Project Representative:
   - Leadville, CO
   - Phone: 511-5611
   - Email: leadville@co.leadville.co.us
   - Day Tel: (208) 822-3479

4. **Special Conditions**

   [Blank]

   [Diagram]

---

**Mountain Bike Dog Park Fence**

*July 17, 2019*

The City of Mountain Brook is creating a dog park at Cahaba Place Park, 3501 Church Road.

We would like to add a dog fence, black chainlink fence installed for the perimeter of the dog park.

The photo below shows the dog fence to be installed for this purpose.

They have marked the area off with white paint to identify the area to be fenced.

There are some trees near the fence that will not be removed, but some of them need to be trimmed, and some fences that are not used.

We need the chainlink fence to be flush with the ground or level with the fence to the west.

We will need to make sure the fence is at least 6 ft. high at the bottom of the fence.

We will need 2 vehicle access gates, 12" wide (1.6 ft. wide)

The 2 vehicles access gates will be a minimum of 10 ft. high.

The 2 gates on each side will allow entry from each other.

One gate should be 2'-0" diameter

The two gates will be made of 3" material

The other gate should be 5'-0" diameter

All gates shall be at least 5'-0" high.

The top of the fence is lower than the area it is to be placed in.

The other 2 sides of the double gated area will be another 2 ft. high, including the 4 gates.

Please send in your bid to the City of Mountain Brook or to the City of Mountain Brook.

---

**APPENDIX 5**

---

**RE: Dog Park Fence Contract with Tornado Fence Co. — Cahaba River Park West — Item for July 22 Agenda**

Steve Stone

2417 PIB 107

Julio 22, 2019

Shadae, here are materials for the dog park fence contract:

- 

Please sign and return.

---

**APPENDIX 5**
FY 2020
Proposed Service Plan
City of Mountain Brook

CURRENTLY SERVING THE FOLLOWING LOCATIONS:
- Mountain Brook Village
- English Village
- Linn Park Development
- Overton Village
- Cherokee Bend, Hermitage and Cahaba

APPENDIX 6
POTENTIAL SERVICE ENHANCEMENTS
- Steel Line
- Iron Line
- Microrail

MAGIC CITY CONNECTOR – Steel Line

MAGIC CITY CONNECTOR – Iron Line

MOUNTAIN BROOK HOURS

GOING FORWARD—THE PLAN

Thank You!

Questions & Answers

WHAT IS MICROTRANSIT?
- Service almost on demand
- Provides more flexibility than fixed-route service
- Vehicles are self-driving with no driver
- Decreases travel times
- Eliminate time planner and on-demand booking
- Consistently fixed-route service and reducing headways

APPENDIX 6
APPENDIX 7

Identity any provision or section thereof that will not be valid, invalid or unenforceable in whole or in part, without such invalidation or unenforceability affecting the validity, invalidity or unenforceability of any other provision hereof, and in such case the provisions hereof shall remain in full force and effect.

This agreement may be amended or modified only in a writing signed by the parties hereto, which writing shall be conclusively presumed to have been executed in the State of New York, except as otherwise herein specifically provided.

The validity, construction and enforceability of this Agreement shall be interpreted, construed and determined under the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Signature]
[Name]
[Title]

[Signature]
[Name]
[Title]
APPENDIX 7

1. The City will only award contracts from contractors, and award the Contractor to a Contractor that meets the following requirements:

a. The Contractor must provide evidence of a bond in the amount of $10,000.00, and evidence of a surety bond in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

b. The Contractor must provide evidence of a recent financial statement, and evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

2. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

3. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

4. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

5. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

6. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

7. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

8. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

9. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

10. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

11. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

12. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

13. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

14. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

15. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

16. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

17. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

18. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

19. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

20. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

21. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.

22. The Contractor must provide evidence of a current business license in the amount of $50,000.00, in favor of the City of Hawkinsville, as set forth in the Contract.
EXHIBIT A - CANTABRIA UK BID RESPONSE FORM

Below is the bid form to be completed in support of our application to the Cantabria Project. The form is divided into sections including the following:

1. Chairman and Managing Shareholder credentials
2. Details of key management personnel
3. History and Performance
4. Financials
5. Projects
6. Risk Management
7. Environmental and Social Impact
8. Legal and Compliance
9. References
10. Terms and Conditions

Please ensure that all sections are completed accurately and submitted within the deadline specified. Any incomplete or inaccurate information may result in the disqualification of our application. Thank you for your consideration.

Cantabria UK BID RESPONSE FORM

Dated: [Date]

[Signature]

[Position]

Cantabria UK

EXHIBIT B - BIDDER QUALIFICATION FORM

BID SD-19364-6453-1

COMPLETE AND RETURN THIS FORM WITH YOUR CONFIDENTIAL BID PACKAGE FOR GAME 2. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSE, PLEASE USE THE SPACE PROVIDED AT THE BOTTOM OF THE FORM TO ATTACH ADDITIONAL INFORMATION.

1. Name of Bidder:

2. Address:

3. Phone:

4. Fax:

5. Email:

6. Business Contact(s):

7. Business History:

8. General Information:

9. Financial Information:

10. Legal Information:

11. Project Information:

APPENDIX 7
Project: Mountain Brook Baseball Fields
Site: Mountain Brook, AL
Date: 5/10/2019
HNTB Project No.: 100

GeoStone® RETAINING WALL SYSTEMS
201 E. Cherry St., Suite 100, Decatur, IL 62521
WWW.GEOSTONE.COM

GeoStone Retaining Wall Systems, Inc.
P.O. Box 321
Huntsville, AL 35801

APPENDIX 7
APPENDIX 7

EXHIBIT 8 - SIDER QUALIFICATION FORM

PLEASE COMPLETE AND RETURN THIS FORM WITH YOUR CONTRACTOR’S
RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSE,
PLEASE STATE THAT IN THE ADDITIONAL SPACE PROVIDED AT THE END OF THE FORM.
IN ADDITION TO THE ADDITIONAL SPACE PROVIDED HERE, YOU MAY SUBMIT ADDITIONAL
INFORMATION CORRESPONDING TO THE INFORMATION PROVIDED HERE.

1. Name of Contractor:
   [Contractor Name]

2. Principal Business Address:
   [Address]

3. Business Contact(s):
   [Contact Names and Titles]

4. Business History:
   [Years in Business]

5. General Experience:
   [Description of Experience]

6. Similar Contracts:
   [Description of Similar Contracts]

7. Certification:
   [Certification Details]

8. References:
   [Reference Information]

9. Additional Information:
   [Additional Information]

10. Certification:
    [Certification Statement]

11. Signature:
    [Contractor Signature]

APPENDIX 7
CONTRACT AGREEMENT

TTCC, for the "Contractor" (hereinafter Agreement) with the City of Mountain View, Alameda, a municipal corporation ("City") effective as of the date hereof. This Agreement shall be subject to the provisions of the City's procurement and bidding regulations (the "Procurement Agreement").

1. Project. Unless otherwise stated in the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish and install the Equipment and systems, and, as assigned, perform the work, services and operations (collectively, the "Work") to be performed under the Project (the "Project") as defined herein.

2. Term of Work. See Exhibit A which includes the City Scope of Work and Johnson B5137, Contractor Proposal, the "Contractor Proposal" in attached and supplemented.

3. Understanding of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specifications in this Agreement to Exhibit A. City agrees to cooperate Contractor and perform its obligations as set forth in the Contract Documents.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date (hereinafter continued in effect for the first (1) month the term). The period in which Contractor will complete the Project will be determined by the City.

5. Contract Price/Revision/Confirmation. Unless otherwise stated in the Special Conditions on Exhibit A, as agreed in a writing signed by the parties, will set the Price for the Work ("Contract Price") and agreed in a writing signed by each party, the Work is subject to the following conditions:

6. Warranty of Contractor. The Contractor warrants each of the following with the work to be performed:

7. Surety Bond. The Contractor shall maintain in force throughout the term of the Agreement a surety bond in an amount equal to the total contract amount. The surety bond shall name City as principal and the City as obligee and provide adequate insurance against claims for any losses or damages to City arising out of the work performed under this Agreement.
EXHIBIT A - SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and July 15, 2019 Contract Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (Additional Operations), the Contractor shall advise the City Project Representative of the need for Additional Operations. Before starting those services, the parties shall reach agreement on the scope of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs those services. Failure to reach agreement on Additional Operations will be paid under these Terms and Conditions in advance.

2. Project Scope:

Weather permitting, Contractor expects to complete the Work within an approximate 1 month period after commencement of the Agreement and the City provides a Notice to Proceed.

3. Project Representatives:

City Project Representative:

Name: Michael Hargrave
Email: michael.hargrave@lebourgeois.com
Phone: 205-555-1212
Address: 517 North 33rd Street

Contractor Project Representative:

Name: William Fox
Email: williamfox@lebourgeois.com
Phone: 205-555-1212
Address: 517 North 33rd Street

4. Special Conditions:

[Blank]

APPENDIX 8
RE: HVAC Bids

Michael Thomas, CCH
Director of MEP / Facilities
mthomas@brasfieldco.com
d: 205.714.4180  m: 205.229.0036
e: 205.526.4800
BRASFIELD & GORRIE, L.L.C.
3301 7th Avenue South
Birmingham, Alabama 35233

Steven Boone, Finance Director
July 12, 2019

To: Michael Thomas

RE: HVAC Bids

I have had several conversations with Carl Lovelady with Merle Mechanical regarding his quote for the maintenance contract for the Municipal Complex. I asked him to provide additional detail that determined his ultimate bid price. Those details included verification of the scope of work (although he was the past awarded contractor for maintenance), man hours associated with equipment, and past history with equipment issues and/or repairs.

Based on the information provided, I understand how his pricing was dramatically less than the competitors. Carl understands there will be a percentage of service-related calls at the Complex that will constitute a normal "service call" that is above and beyond the scope of the maintenance contract. Obviously, with aging equipment, that hope is his firm is given the opportunity to service the equipment which creates more opportunities for work.

As stated, I will work with the awarded bidder to establish the protocol for working with the FMX software and make the transition as smooth as possible in learning the system.

With this being said, I would recommend Metro Mechanical be awarded the contract for the Municipal Complex.

Thank you

Michael Thomas, CCH
Director of MEP / Facilities
mthomas@brasfieldco.com
d: 205.714.4180  m: 205.229.0036
e: 205.526.4800
BRASFIELD & GORRIE, L.L.C.
3301 7th Avenue South
Birmingham, Alabama 35233

APPENDIX 9
July 22, 2019

Rob Walker Architects, LLC
2229 First Avenue South – Suite 119
Birmingham, AL 35233
205-354-3212

PROPOSAL FOR ARCHITECTURAL SERVICES
FOR CITY HALL SERVICE MALL RENOVATIONS
Mountain Brook, Alabama

Dear Steve:

Based on our initial meeting, and existing Owner-provided drawings: I have outlined the following tentative Scope of Work:

Scope of Work
1. Renovation of existing Service Mall to include security hardening materials and systems for the public side all the transaction window/counter to include:
   a. Bullet resistant glass and frames
   b. Modification of countertops for transactions
   c. Modification of existing doors and surrounding drywall of transaction windows up to 6" to accommodate new bullet resistant materials
   d. All the existing trim to be reinstalled as required.
2. Estimation of the cost of the work
3. Project budget has not been provided by the Owner yet.

Basic Services
Based on the Scope of Work outlined above the following Basic Services will be provided:
1. Architectural Services for Construction Documents necessary to obtain local agency approvals and provide the contractor sufficient information to perform the Work.
   a. Preparation of Construction Drawings and Specifications consisting of Plans, Elevations, Sections, Details, window schedule and Project Manual (which will include the Invitation to Bid specs)
2. Field verification of existing conditions and documentation thereof.
3. Bidding & Permitting Services, which will include assistance in evaluating the bids, providing a recommendation for Contractor selection, and coordination with the City of Mountain Brook during permitting and plan review stages.
4. Normal Construction Administration services during Construction of Project, which will include field observations, submittal review, and review of Contractor’s Application for payment.

Services Not Included
The following Services are not included in this proposal and will be considered as Additional Services if requested by the owner:
1. "Value Engineering" – revising the scope of Project after Construction Drawings are complete.
2. Structural, Mechanical, Electrical and Plumbing engineering services are not included in this Scope of Work but can be provided if deemed necessary at a later date.

Compensation

Rob Walker Architects, LLC proposes the following Compensation for performing the above referenced services:

1. Basic Services will be provided for lump sum fee for the following:
   a. Schematic Design: $1,000.00
   b. Construction Drawings/Specs: $2,500.00
   c. Bidding Services: $2,500.00
   d. Construction Administration: $5,000.00
   e. Total: $14,000.00

2. An employee corresponding to the Schedule of Hourly Rates below will perform owner-requested modifications at an hourly rate or lump sum fee based on the Scope of Work.
3. Typical reimbursable expenses such as printing, plotting, courier services, postage, additional travel etc. as associated with the Project will be billed concurrently at a rate of 1.15.
4. Mileage for trips will be invoiced at the current standard government reimbursable rate.
5. Billing will be monthly based on percentage of total fee, based on work completed as defined in the Project Phase Schedule.

SCHEDULE OF HOURLY RATES
(Hourly rates shall be annually adjusted in accordance with normal salary review practices):
Principal Architect $150.00 / hour
Project Architect $125.00 / hour

This fee proposal is based on the above outlined Scope of Work. If this Scope of Work is not accurate, please let us know and we will provide a revised proposal to you. Should the Scope of Work change after this proposal is approved, these revisions will be treated as additional services.

We are excited about this project and look forward to the opportunity of working with you. If this Proposal meets with your approval, please sign one copy and return it to our Office. Upon receipt of an approved proposal, we will modify the Standard form of Agreement between Owner and Architect to include the above proposal. If you have any questions regarding this proposal, do not hesitate to contact this Office and thank-you again for this opportunity.

Rob Walker Architects, LLC

Rob Walker, AIA, NCARB
Principal

APPROVED

By: ____________________________
Date: 7/22/2019

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