

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JULY 22, 2019**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on 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.



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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**

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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 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

<b>2019-096</b>	Resolution authorizing signatories on the City's Iberia Bank checking account(s)	Appendix 2
<b>2019-097</b>	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	Exhibit 2, Appendix 3
<b>2019-098</b>	Award the bid for janitorial services for the Emmet O'Neal Library (B-20190401-505)	Exhibit 3, Appendix 4
<b>2019-099</b>	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	Exhibit 4, Appendix 5
<b>2019-100</b>	Adopt the Birmingham Jefferson County Transit Authority (MAX) routes for the fiscal year October 1, 2019 through September 30, 2020	Exhibit 5, Appendix 6
<b>2019-101</b>	Award the bid for the construction of retaining walls at the Athletic Complex (C-20190625-523)	Exhibit 6, Appendix 7
<b>2019-102</b>	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	Exhibit 7, Appendix 8
<b>2019-103</b>	Award the bid to Metro Mechanical Services, Inc. for scheduled maintenance services for the City's HVAC and other mechanical systems (B-20190210-006)	Exhibit 8, Appendix 9
<b>2019-104</b>	Accept the professional services proposal submitted by Rob Walker Architects, LLC, with respect to the proposed City Hall mall security improvements project	Exhibit 9, 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

Lloyd C. Shelton  
Alice B. Womack

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.



City Clerk

Approved by City Council August 12, 2019

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**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**

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**Minute Book 90****EXHIBIT 2****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****EXHIBIT 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****EXHIBIT 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****EXHIBIT 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, 2109 through September 30, 2020 (Exhibit A); ~~and.~~

~~**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**

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**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**

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**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**

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**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**

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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.

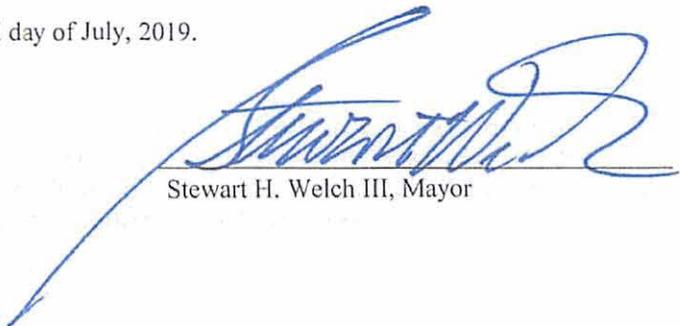
  
Leigh Ann Sisson

DEVELOPER

JEFFERSON COUNTY

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

CITY OF MOUNTAIN BROOK

  
Stewart H. Welch III, Mayor

APPENDIX I

2050

2019-096

Minute Book 90

Account Agreement form with fields for Name & Address, Signature, and various checkboxes for terms and conditions.

Account Agreement form with fields for Name & Address, Signature, and various checkboxes for terms and conditions.

Account Agreement form with fields for Name & Address, Signature, and various checkboxes for terms and conditions.

Account Agreement form with fields for Name & Address, Signature, and various checkboxes for terms and conditions.

Corporate Authorization Resolution form with a table for Name and Title of Position, Signature, and Possible Signature.

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STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20190717103013976

Type License: 020 - RESTAURANT RETAIL LIQUOR State: 5800.00 County: 5800.00
Trade Name: CARRIGANS PUBLIC HOUSE Filing Fee: \$50.00
Applicant: CARRIGANS MTB LLC Transfer Fee:
Location Address: 2400 MONTEVALLO RD MOUNTAIN BROOK, AL 35223
Mailing Address: 2400 MONTEVALLO RD MOUNTAIN BROOK, AL 35223
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Type Ownership: LLC

Book, Page, or Document info: 2019052954
Date Incorporated: 05/31/2019 State incorporated: AL County Incorporated: JEFFERSON
Date of Authority: 05/31/2019 Alabama State Sales Tax ID: 999999999
Federal Tax ID: 841940289

Table with columns: Name, Title, Date and Place of Birth, Residence Address. Includes David William Carrigan.

Has applicant complied with financial responsibility ABC RR 20-X-5-14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Contact Person: ASHLEY VASKE Home Phone: 415-686-2452
Business Phone: 205-440-2721 Cell Phone: 415-686-2452
E-mail: ASHLEY@CARRIGANS.PUB.COM
PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: AVO DRAM License 1: 001647937
Applicant: BLUEGRASS NAPA LLC License 2:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20190717103013976

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: LIBERTAE VITAE LLC 214-564-0195
What is lessors primary business? PROPERTY MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 5000 Display Square Footage:
Building seating capacity: 82 Does Licensed premises include a patio area? YES
License Structure: TWO STORY License covers: BOTTOM FLOOR
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Table with columns: Name, Violation & Date, Arresting Agency, Disposition.

APPENDIX 3



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20190717103013976

Initial each Signature page
In reference to law violations, I attest to the truthfulness of the responses given within the application
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application
In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
In reference to the Out of State Application information, I attest to the truthfulness of the responses given within the application.
In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
In accordance with Alabama Rules & Regulations 20-X-6-01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): DAVID CARRIGAN
Signature of Applicant: [Signature]
Notary Name (print) Wendy Abosth
Notary Signature: [Signature] Commission expires: 10-4-22

Application Taken: 7/17/19 App. Inv. Completed: Forwarded to District Office:
Submitted to Local Government: Received from Local Government:
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20190717103013976
Application Payment Confirmation Number: 49125372

Payment Summary table showing Application Fee for License 020, License Payment Confirmation Number, and Total Amount to be Charged.

Application Type: APPLICATION
Applicant Information: License Type 1: 020 - RESTAURANT RETAIL LIQUOR, License Type 2: JEFFERSON, Business Type: LLC, Trade Name: CARRIGANS PUBLIC HOUSE, Applicant Name: CARRIGANS MTB LLC, Location Address: 2400 MONTEVALLO RD, MOUNTAIN BROOK, AL 35223, Mailing Address: 2400 MONTEVALLO RD, MOUNTAIN BROOK, AL 35223, Contact Person: ASHLEY VASKE, Contact Home Phone: 415-686-2452, Contact Business Phone: 205-440-2721, Contact Fax: , Contact Cell Phone: 415-686-2452, Contact Email Address: , Contact Web Address:



Emmet O'Neal Library

To: Sam Gaston, Steve Boone, Mountain Brook City Council Members
From: Lindsey Gardner
CC:
Date: 07/19/2019
Re: Janitorial Services Bid

I recommend Falls Facility Services for the Library Janitorial Services Contract. Falls submitted a complete bid with the lowest price for monthly services. Falls Facility Services also fulfills all the experience and resource requirements.

Janitorial Service Bid (B-20190401-505) Tabulation
Emmet O'Neal Library
July 19, 2019

Table with columns: Bid Form, Falls, Eagle, ProTek, DSQUALIFIED, Bidding. Rows include Daily/Weekly Services, Quarterly Services, and Upon Request Services.

INVITATION TO BID - CITY OF MOUNTAIN BROOK, ALABAMA
JANITORIAL SERVICES FOR LIBRARY (B-20190401-505)

Pre-Bid Conference: Monday, July 8, 2019 - 10:00 a.m.
at Emmet O'Neal Library, 50 Oak St., Mountain Brook, AL 35213

Bid Submission Deadline and Bid Opening: Monday, July 15, 2019 - 10:00 a.m.

Bid Submission Address/Opening Location: Mountain Brook City Hall
36 Church Street
Mountain Brook, Alabama 35213
ATTENTION: Purchasing Agent

The City of Mountain Brook, Alabama, on behalf of its Emmet O'Neal Library ("City" or "Library") is soliciting sealed bids from qualified contractors to perform janitorial services at the Library during the three (3) year period from August 1, 2019 through July 31, 2022 ("Services").

The City will conduct a mandatory Pre-Bid Conference at the above noted time and place. At that time prospective contractors will be provided an opportunity to tour the Library facilities where the Services will be performed.

The Library is providing Bidder Information Documents related to this Bid. A set of these Documents (which include the Specifications for Services, Contractor Bid Form, Contractor Qualification Form, Instructions and Minimum Contractor Qualifications) is available on the City website.

Written questions about the Bid, the Specifications or other pertinent matters may be obtained by July 10, 2019, to Lindsey Gardner, Library Director, at lgardner@mountainbrookal.gov

The City will award the contemplated contract for Services to a responsive and responsible bidder pursuant to the competitive bid laws of the State of Alabama. The City reserves the right to accept or reject any or all bids and to waive formalities or irregularities in them.

By: Sam S. Gaston,
Sam S. Gaston, Purchasing Agent June 24, 2019

BIDDER INFORMATION DOCUMENTS

I. SPECIFICATIONS

1. General

a. Scope of Services. The City of Mountain Brook, Alabama ("City") wishes to enter into a three (3) year contract ("Contract") with the successful bidder (the "Contractor") to provide Evening Janitorial Services and Daytime Janitorial Services (as discussed and specified below) at the Emmet O'Neal Library facilities at 50 Oak Street, Mountain Brook, AL. The City may also be referenced herein as the "Library."

b. Supplies & Materials. The Library will provide toilet tissue, paper towels, liquid hand soap, trash can liners and light bulbs during the period of the Contract for Evening Janitorial Services. The successful bidder shall be required cleaning supplies to satisfactorily perform the Evening Janitorial Services.

The Library will supply all cleaning supplies, materials and equipment to perform Daytime Janitorial Services.

c. Contract Term/Early Termination. The Contract and period of Services shall be three (3) years from August 1, 2019 through July 31, 2022 (the "Term"). The Contract may terminate before the expiration of its Term on occurrence of any of the following:

- (i) Termination for Cause by Library. If the Contractor fails to perform any material obligation in the Specifications, the Contract or elsewhere in the Bidder Information Documents (a "Default"), the Library may terminate the Contract for cause on fourteen (14) days' advance written notice to Contractor; provided that, prior to exercise of this right, the Contractor shall have been given fourteen (14) days in which to cure or correct any Default or deficiency in its performance that is the basis of the termination for cause. This termination remedy is in addition to any other remedy or right provided to the Library in the Contract or available by law that arises from a Default;
(ii) Termination for Cause by Contractor. If the Library does not perform a material obligation in the Specifications or in the Contract, the Contractor may terminate the Contract for cause on thirty (30) days' advance written notice to the Library; provided that, prior to exercise of this right, the Library shall have been given thirty (30) days in which to cure or correct any deficiency in its performance that is the basis of the proposed termination for cause; and
(iii) One-Time Right of Library to Terminate for its Convenience. The Library, solely for its convenience and without cause, may terminate the Contract effective three (3) months following its commencement. If the Library exercises this right, it shall provide Contractor at least ten (10) days' advance written notice of its intent to terminate. In the event of such termination, neither party will owe the other any further obligation under the Contract after the effective time of termination, except the Library shall pay Contractor for Services successfully performed prior to

termination and Contractor's indemnification obligation in Section 4(e) below shall survive termination.

d. Invoices/Payments for Services/Credits.

Contractor shall present the Library with an invoice for Services performed during the preceding month no later than the first of each month. These invoices shall reflect the nature and date(s) of Services provided and the respective amounts for them on Contractor's completed Bid Response Form. No work will be paid in advance. The Library will conduct a monthly inspection of the facilities being serviced before payment is issued.

The Library's payment of Contractor's invoices will fully compensate it for all of the following: its expense of providing Services; its furnishing all labor, materials, vehicles, equipment and incidentals related to the Services; its performing all work and Services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of the Services; for all risk of loss or profit it incurs with connection with performing the Services or entering the Contract; and for it completing and performing its obligations, responsibilities and operations contemplated in these Specifications, in other provisions in the Bidder Information materials and in the Contract.

2. Work Specifications

(a) Evening Janitorial Services

The Successful bidder is to furnish all labor, material and equipment necessary to perform the following evening janitorial services at 50 Oak Street (the "Evening Janitorial Services").

Contractor must give each of the above locations a thorough, initial cleaning, to include all ceilings, walls, floors, baseboards, doors, interior glass, blinds, upholstery, carpets, rugs, and furnishings. Contractor will have fifteen (15) business days after the commencement of the Term to complete initial cleaning (the "Initial Cleaning").

Cleaning will generally be performed six (6) days per week (Monday through Saturday) after normal office hours, which includes some nights after 9:00 pm, unless specified otherwise. Areas to be cleaned include meeting rooms, conference rooms, hallways, elevator, stairwells from first floor to second floor, restrooms on first and second floor, book stack areas, study rooms, kitchen on first floor, the storeroom, the entryway floors and the circulation desk areas.

If a scheduled cleaning service is missed or cancelled for any reason (e.g., due to inclement weather), the Library shall be due a credit equal to the average daily service fee.

Daily Cleaning Schedule - Evening Janitorial Service:

- 21. Vacuum (upright commercial-grade) carpeted areas, floors, carpets and rugs in all public areas and spot clean all carpets as necessary with manufacturer recommended spot cleaning solution.
22. Sweep or vacuum and damp mop all VCT tile floors using manufacturer recommended or equivalent detergent. Wet mop all ceramic tile floors using warm neutral or alkaline detergent (using a single-brush machine if necessary) and rinse with clear water.
23. Sweep, damp mop, vacuum carpet and dust mat, and clean glass portholes and doors nightly in Storeroom.
24. Dust, wipe tables and chairs, vacuum, and clean glass in study rooms on first and second floors.

- 25. Clean all restrooms thoroughly. Disinfect fixtures, floors, counters, and all surfaces, including stalls and stall doors. Refill towel, tissue and soap dispensers. Clean mirrors.
26. Empty all trash cans, including recycling bins, into the appropriate carts located behind the Library. Trash and recycling shall be bagged separately before dumping into the cart.
27. Clean kitchen on first floor. All countertops, tables, chairs, and appliances shall be wiped clean and disinfected. Cabinet fronts shall be spot cleaned. Refill towel and soap dispensers as necessary.
28. Sweep around all outside entrances to building to remove debris and spider webs, and remove trash from garbage cans beside outside doors.
29. All interior and exterior glass in doors and windows in lobby shall be cleaned daily up to seven (7) feet above floor.
30. All interior glass shall be cleaned daily, including in group study rooms and quiet room on second floor, tutoring rooms on main floor, glass in entrance doors and storeroom.
21. In elevator, wipe down walls and doors as necessary to remove fingerprints and other marks, sweep (or vacuum) floors and damp mop.

Other Cleaning Services:

- Weekly
21.2. Dust furniture and woodwork, including baseboards, trim, windowsills, door and window casings.
21.3. Dust book shelves on the first and second floors.
21.4. Buff all tile floors as recommended by manufacturer.
21.5. Clean doors, glass doors, door pulls, plates and levers, door frames, and baseboards.
21.6. Clean warming oven, microwave, and refrigerator (more often if needed) in the kitchen on the first floor.
21.7. Clean kick-plates on doors
21.8. Sweep (or vacuum) and damp mop all stairwells from first floor to second floor. Dust handrails.

Monthly

- 21.9. Shampoo the rug in the storeroom, the carpet in the window stools on the first floor, and the carpet in the play areas to the left and right of storeroom entrance.

Every Three (3) Months

- 22.0. Interim maintenance (between restorative cleanings): Carpeted areas are to be shampooed/cleaned (spot cleaned daily as needed) in accordance with manufacturer's recommendations.
22.1. Restorative cleaning: Carpeted areas are to be deep cleaned using hot water extraction method in accordance with manufacturer's specifications.

[NOTE: With respect to carpet cleaning (2.20 and 2.21 above), the use of a Bonnet or another type of rotary machine is expressly prohibited pursuant to the manufacturer's warranty.]

Upon Request Services

On the Contractor Bid Form the Contractor shall state its prices to perform the following services that the Library periodically may request during the Term:

2019-098

- 22. Strip and Wax VCT Tile Floors. If the Library requests this service, the Contractor shall apply a minimum of two coats of a high-grade commercial floor polish (using manufacturer recommended commercial floor polish or equivalent) and reapply that grade polish at least twice monthly thereafter.
- 23. Clean all exterior and interior glass/windows from dirt to coating.

(3) Daytime Janitorial Services

The successful Contractor shall furnish all labor, material and equipment necessary to perform the following daytime janitorial services at 50 Oak Street (the "Daytime Janitorial Services").

Cleaning will generally be performed five (5) days per week (Monday through Friday) from 9:00 am to 3:00 pm, unless specified otherwise. Areas to be cleaned include foyer, meeting rooms, conference room, hallways, elevators, stairwells from first floor to basement, restrooms, lobbies on main level, kitchen/canteen lounge in basement, all offices and staff workrooms, and basement.

If a scheduled cleaning service is missed or cancelled for any reason (e.g., due to lockout weather), the Library shall be due a credit equal to the average daily service fee.

Daily Cleaning Schedule - Daytime Janitorial Services:

- 22.1. Vacuum all floors, carpets and rugs as needed in public areas and office spaces, and spot clean all carpets as necessary with manufacturer recommended spot cleaning solution.
- 22.2. Sweep or vacuum and damp mop all VCT tile floors, as needed, using manufacturer recommended or equivalent detergent. Wet mop all ceramic tile floors, as needed, using warm water or dilute detergent (using a single-brush machine if necessary) and rinse with clear water.
- 22.3. Check all restrooms in the Library every 30 minutes to refill toilet and paper towels and replace toilet paper, tissues, soap, and mirrors as needed.
- 22.4. Collect dirty coffee mugs from second floor, each cup, and replace as needed throughout the day.
- 22.5. Sweep, mop, dust, vacuum and empty trash cans and shredding trash in all workrooms and offices. Wipe shelves in Technical Services with disinfecting wipes. Refill paper towels and tissues as needed.
- 22.6. Wash dishes, vacuum, dust, clean counters and administration meeting room table, and empty trash cans and shredding trash in administration offices. Water plants as needed. Refill paper towels and tissues as needed.
- 22.7. Dust book displays on both floors and basement overlooking foyer as needed.
- 22.8. Clean restrooms.
- 22.9. Clean lobbies on first floor. All counter tops, tables, chairs, and appliances shall be wiped clean and disinfected. Cabinet fronts shall be spot cleaned. Refill towel and soap dispensers as necessary.
- 22.10. Vacuum and clean tables in the community meeting room as needed. Pick set-up for programs when needed. Dust, clean surfaces, and vacuum in the board room.
- 22.11. Clean mirrors, tables, and stove in staff lounge. Make sure dishes are in dishwasher, including coffee mugs from second floor.
- 22.12. Clean restroom in basement and mop as needed in basement hallway and stairs.
- 22.13. In elevator, wipe down walls and doors as necessary to remove fingerprints and other marks, empty (or vacuum) floors and damp mop.

is and safe for the Contractor's operations or the performance of its Services. Additionally, the Contractor exclusively is responsible for the safety of all employees, personnel, subcontractors or other representatives while any of them are performing services on a Work Site.

c. Contractor represents that it has secured all approvals and taken all actions required to enter the Contract, and to perform its obligations and agreements hereunder.

d. Insurance. The Contractor shall maintain the following types of insurance for the duration of this Contract and for limits not less than stated below:

- (a) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, including completed operations and assumed contractual liability coverage, and shall have limits of not less than:

\$1,000,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence;

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to Library property or Library personnel caused by or resulting from the negligent acts, omissions or commission of the Contractor, and any employee, subcontractor or other representative of the Contractor (hereinafter a "Contractor Representative") in performing the services and work contemplated in the Contract.

- (b) Automobile Liability: This insurance shall cover owned and rented vehicles operated by the Contractor with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage; and

- (c) Property Damage: \$1,000,000 combined single limit and aggregate for property damage (excluding auto), per occurrence

- (d) Workers' Compensation: As required by statute.

All required insurance shall be provided through a policy(ies) issued by a company or companies qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Library. These insurance requirements are in addition to and do not affect any indemnification obligations of the Contractor herein.

Except for the Workers Compensation coverage, all coverages shall contain endorsements naming the Library and its officers, employees and agents, in addition to amounts with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of Services, the Contractor shall provide the Library a certificate(s) of insurance and endorsements (including an additional insured endorsement) evidencing compliance with the requirements in this section. During the term of the Contract, the Contractor shall furnish the Library evidence of the renewal of all insurance policies at least thirty (30) days prior to their expiration.

h. Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the City of Mountain Brook, Alabama (and its agents, employees and officials, hereinafter the "Indemnified") from and against them and against all demands, actions, damages, judgments, expenses (including, but not

- 23.7. Break down boxes. Empty all trash cans, including recycling bins, into the appropriate carts located behind the Library. Trash and recycling shall be hauled separately before dumping into the cart.

Other Cleaning Services:

Weekly:

- 23.8. Take out recycling each week.

Upon Request Services

On the Contractor Bid Form the Contractor shall state its price to perform the following service that the Library periodically may request: The Task:

- 23.9 Special Events: The Library may have special events which may fall either on or off workweeks. The Library will furnish Contractor advance notice of these events, and for these special events the Contractor will provide personnel to perform light janitorial services in connection with these (empty trash regularly, clean restrooms, clean walls, stock paper products, etc.)

3. Other Contractor Work Requirements

(a) Contractor Personnel. Contractor will assign responsible, efficient and well trained personnel to service Library facilities. With respect to its staffing and personnel, Contractor agrees as follows:

- (i) Before commencing Services, Contractor will obtain a background check on each employee, and not assign any person to perform Services whose background indicates a past history of theft or other criminal conduct indicating an inability to faithfully perform its operations required herein.
- (ii) Contractor must submit photographs of drivers' licenses for all persons engaged to clean Library facilities.
- (iii) Contractor must comply sufficient personnel, equipment, supplies and other resources to adhere to the cleaning schedule outlined above.
- (iv) Contractor shall maintain adequate staff and resources to respond to emergency requests for Services upon reasonable notice not to exceed four (4) hours in any day.
- (v) Contractor exclusively will be responsible for training and supervising all of its personnel (including any subcontractors) and fully necessary actions to ensure that its workers have sufficient skill and experience to properly perform the work assigned to them.
- (vi) Damages or Loss of Library Property. Contractor assumes responsibility for damages or loss caused to Library premises and contents by its representatives and employees, including loss due to theft of contents.
- (vii) Bonding. Contractor must be bonded against loss or theft of Library property due to the acts of its representative or employees.

limited in, attorney's fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damage) (collectively herein "Claims") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereinafter a "Contractor Representative") asserted against the Indemnified that arise out of, relate to, result from, or are attributable to any of the following: (a) any Default of the Contractor or its failure to perform its obligations under this Contract; (b) any conditions in or about the Work Site that the Contractor or any Contractor Representative may enter or encounter in performing their services or work; and (c) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform the services and work. This Indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnified; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnified for Claims resulting from the sole negligence or from the willful misconduct of the Indemnified.

f. Contract Representatives. The Library and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Contract Representative(s) who will be their primary contact(s) for regular communications concerning the work and operations contemplated in the Contract. The designated Contract Representative shall have the authority to act on behalf of its respective organization to transmit instructions, receive information and administer the Contract consistent with its terms and conditions.

g. Notices. Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representative(s) via United States certified mail, return receipt, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

h. Non-Exclusive Contract. If Contractor faithfully performs its obligations under the Contract, the Library will not actively solicit proposals and quotations from alternate vendors or suppliers to furnish the services specified herein. However, in the exercise of the Library's reasonable judgment, Contractor is not faithfully performing its obligations, it reserves the right during the Term of the Contract to solicit proposals and quote those services from a vendor(s), firm(s) or vendor(s) other than the Contractor.

i. Independent Contractor. The Contractor is an independent contractor of the Library. This Contract does not create any partnership, joint venture or principal-agent relationship between the Contractor and the Library. Further, the Library does not retain any control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its services or work. None of the responsibilities imposed by the Contractor to perform Services shall be considered as an employee or agent of the City or Library.

Further, the Contractor shall establish and pay each of its employees, workers or subcontractors the wages, benefits, and pay other compensation owed them with respect to their services or this Contract. No workers or other persons engaged by the Contractor are eligible to receive any benefits provided by the Library to their employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes and payable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws.

j. No Third Party Beneficiary. The Contract is made only for the benefit of the Library and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any other third party.

4. Miscellaneous Conditions of Contract

a. Contract Documents. As used herein, the term "Contract" refers to the agreement between the Library and the successful Contractor for the performance of their respective obligations. The Contract includes all the following documents and any approved amendments (herein: "Inclusion in Bid," Specifications and other notices or provisions in the Bidder Information Document (including, without limitation, Exhibits A & B, and Contractor's completed Bid Response Form, collectively, the "Contract Documents"). In the event of any conflict between the terms, provisions and conditions in the different Contract Documents, the language in the document in the order below shall govern and control: (1) the Work Specifications section in Bidder Information Document; (2) other sections or provisions in the Bidder Information Document; and (3) other Contract Documents.

b. The successful Contractor acknowledges and represents each of the following with respect to its performance of its responsibilities under the Contract:

- (i) Compliance with Laws. Contractor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of its operations, including, but not limited to, all laws and regulations governing the employment of labor, the payment of wages or benefits to its personnel for work they perform, intended to protect workers and intended to protect the environment or public health.
- (ii) Licenses/Permits. At its expense, Contractor shall process, and maintain throughout the Term of the Contract, all federal, state or local governmental licenses (including, but not limited to, a Business License issued by the City of Mountain Brook), and authorizations and permits required to perform its operations and provide all notices necessary and incident to lawful performance of its services and operations.
- (iii) Liens to Prevent Work Stoppage. During the course of performing the Contractor operations, the Library grants Contractor a license to enter, temporarily occupy and utilize those parts of the Library premises as is reasonably needed to perform these operations ("Work Site"). With respect to this license,
  - (1) Contractor agrees that it is responsible for any damage to persons or property owned by the Library or account of any negligent or willful act, omission or misconduct by its employees, officials or other representatives (including any authorized subcontractors) in performing its operations.
  - (2) Contractor will continuously and diligently prosecute their operations in such order and manner to complete them in a safe, good, workmanlike and timely manner.
  - (3) Safety. Contractor agrees that, before its employees, workers or subcontractors perform any services on a Work Site, the Contractor (i) will inspect the Work Site, (ii) has the sole responsibility to identify any conditions or hazards therein that will affect or any of its personnel from safely performing the services at a Work Site, and (c) agrees that it and its personnel are responsible for performing its services in a safe manner that does not put at risk the safety of other persons or managed property. The Library makes no representation concerning the condition of any of those sites or buildings thereon, whether any Work Site contains any latent or patent defects, or whether the Site if otherwise

k. Dispute Resolution. The Contract Representatives will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this Agreement ("Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior managerial level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.

l. No Subcontracting or Assignment without Consent. Without the written consent of the Library, which may be withheld for any reason, the Contractor may not subcontract with another entity to assist the Contractor to perform the services and its obligations in this Contract. If a subcontract is approved and performed work contemplated by this Contract, the Contractor shall remain responsible to the Library for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any services or work performed by a subcontractor shall be considered as having been performed by the Contractor and directly provided by it.

Further, the Contractor may not assign this Contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the Library, which approval will not be withheld for good reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

m. The Contract comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subject matter, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

n. The Contract may be amended or modified only by written instrument signed by all parties.

o. The Contract may be executed in counterparts, each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

p. Any forbearance or delay on the part of the Library in enforcing or exercising any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the Library unless it is agreed in writing. Further, no waiver of any breach of Contract by the Contractor shall be construed or determined to be a waiver of any other or subsequent breach.

q. If any provision of the Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

r. Exclusion of Consequential Damages: NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY OR LIBRARY ARISING FROM THIS AGREEMENT OR THIS CONTRACT OR FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY OR LIBRARY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL DIRECT DAMAGES ARISING FROM THE LIBRARY'S NEGLIGENCE. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE AND THAT THE CITY AND LIBRARY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THIS INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE LIBRARY BE LIABLE TO THE CONTRACTOR FOR

ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES.

Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising therefrom 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.

Construction of Contract. In the event that any ambiguity in the terms of this Contract is determined to exist, no presumption shall be made that either of the parties drafted the Contract.

Immigration (I-9) Compliance. The Contractor agrees and warrants that (a) it does not knowingly employ, hire for employment, or contract to employ any "unauthorized alien" as defined by the Duncan-Hateman Alabama Employer and Citizen Protection Act, Act No. 2011-513 (H. D. 54), as amended from time to time (the "Act") and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act. (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-Verify program, and (c) it shall not hire, rehire or contract with any contractor that it knows to not be in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of its Library and shall require each of its contractors, or other parties with whom it has a contract to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the Library. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Library from any and all claims, consequential damages, expenses (including, but not limited to, attorney's fees), costs, suits, judgments, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

II. MANDATORY PRE-BID CONFERENCE/INQUIRIES/AVAILABILITY

Interested contractors must attend a Pre-Bid Conference that will be conducted on Monday, July 8, 2019, at 10:00 a.m. at the Library (501 Holt Street, Mountain Brook, AL 35213). At this time they will be provided an opportunity to tour and inspect the Library facilities, and receive information regarding the Services. Bids will not be accepted from any bidder who does not attend this Mandatory Pre-Bid Conference.

Specific questions about the Services, the Specifications or other bid materials, or processes should be directed at written inquiries (handwritten or typed) to the office of the City Clerk, 102, 2019 Mt. Gardner will accept to respond to these inquiries by July 12, 2019. Those responses, and any Addenda to the Specifications that are issued by the City, will be incorporated into and become part of these Specifications.

III. MINIMUM QUALIFICATIONS OF CONTRACTOR & REQUIREMENTS FOR AWARD

The City will consider bids from bidders, and award the Contract to a Contractor that meets the following minimum requirements:

- a. The successful Contractor must provide evidence that it has at least at least five (5) years' experience performing commercial janitorial and cleaning services like those contemplated in the Contract.

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contemplated in the Contract. Information concerning the satisfaction of this qualification must be provided on Exhibit B (the Bidder Qualification Form).

- b. The successful Contractor must provide information evidencing that it has successfully performed quality commercial services like those requested in this Contract for at least three (3) municipal, governmental or other institutional clients. References and other information related to these contracts, clients and services must be provided on Exhibit B.
- c. Contractor must have at least ten (10) employees who provide cleaning services to its clients, and an account manager representative who shall inspect the premises on a monthly basis or, more often if requested, and sufficient administrative staff to respond to the Library's needs concerning the Contract. Information concerning the satisfaction of these qualifications must be provided on Exhibit B.

4. Prior to bidding, the Contractor must have attended the mandatory Pre-Bid Conference of the Library.

5. Following the award, the Contractor must furnish a certificate(s) or other evidence indicating that it has complied with its insurance requirements that are set forth in the Specifications.

6. Following the award, Contractor must furnish a bond or other coverage indicating that the contents of Library facilities are covered against loss or theft resulting from the acts or conduct of Contractor's representatives and employees.

7. Bidder must demonstrate compliance with the Alabama Immigration Act, execute and submit an affidavit attesting such compliance, and provide its E-Verify Company Identification Number and/or E-Verify Memorandum of Understanding.

8. The successful Contractor must have a variety of successfully resolving claims and disputes with its customers. Information related to its Claims History should be provided on Exhibit B.

9. The Contractor must possess all applicable licenses to perform the Contract, including, but not limited to, a business license issued by the City of Mountain Brook.

IV. PROCESS FOR AWARD OF CONTRACT

a. The Library will award the Contract pursuant to the applicable competitive bid laws of the State of Alabama. The award will be made to a responsive and responsible contractor that satisfies minimum qualifications and submits the lowest bid.

b. The Library reserves the right to reject a bid from any contractor(s) that has not satisfactorily or satisfactorily performed or completed previous contracts for the Library or other similarly situated customers, that are of a nature similar to that contemplated in this Bid.

c. In determining the contractor to whom to make the award, the Library also reserves the right to:

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(i) Reject the proposal of any bidder which, based on the Library's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract.

(ii) Reject the proposal of any contractor who cannot demonstrate to the satisfaction of the Library its fitness to meet and perform the Contract requirements.

(iii) Reject the proposal of any bidder who is in arrears or in default to the Library upon any prior contract or transaction.

(iv) Request that a bidder present additional evidence that it has the ability and resources to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the Library.

(v) Disqualify a response because it is not complete or the bidder failed to provide information requested in the Bids. Information must be, and

(vi) Reject any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Library also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Library.

4. After the Bid opening, the Library will require a reasonable period to review the submissions. During this period, the Library may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award.

5. The Library anticipates that it will make the award to the successful Contractor at the next City of Mountain Brook Council meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.

6. After making the award, the Library will require that the successful Contractor satisfy any outstanding conditions of the award (including, but not limited to, the provision of insurance certificates evidencing compliance with insurance or coverage requirements) within a period designated by the Library. If the successful Contractor fails to take these actions, it shall be considered to have abandoned its proposal. Its bid shall be deemed to have been withdrawn and the amount of the bid bond or other bid security (if any is required for this Bid) shall be forfeited to the Library as liquidated damages. The submission of a bid by any bidder shall be considered an acceptance of these provisions by them.

V. INSTRUCTIONS FOR SUBMITTING BIDS

a. To be considered for the award, an interested contractor must submit its bid no later than Monday, July 19, 2019 at 10:00 a.m. Each bidder is responsible for delivering, mailing or making arrangements so that its bid is actually received on or before that time at the address designated in the Invitation for Bid.

b. Bids and other materials submitted should be typewritten or in ink. Bids submitted in pencil or hand to the City will not be accepted.

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c. On the sealed envelope containing its bid, the bidder shall clearly mark "SEALED BID - JANITORIAL SERVICES FOR LIBRARY - OPEN ONLY AT BID OPENING" and state the time/date of the bid opening.

d. Bids shall be entered on the Bid Response Form that is attached as Exhibit A.

e. In preparing its bid, Contractor should consider that the Library is exempt from Federal Excise Tax, or State Sales or Use Taxes.

f. Each bidder must complete and return the following with its bid:

- (i) Two (2) copies of the fully completed, signed and notarized Contractor Bid Response Form (see Exhibit A).

- (ii) Two (2) copies of the fully completed, signed and notarized Bidder Affidavit and Warranty; this document is attached as Exhibit A; and

- (iii) Two (2) copies of the signed and notarized Bidder Qualification Form for the Bid, which Form is attached as Exhibit B.

h. Submitted bids may not be withdrawn after submission without the consent of the Library, or except as allowed by applicable law.

VI. CONTRACT

After making the award the City will not add the successful Contractor consents any particular form of agreement. In accepting the award the successful Contractor agrees to perform the Services and its other obligations pursuant to the terms and conditions in the Contract and in the Bidder Information Documents. Unless expressly agreed by the Library in writing, no terms, conditions or language that Contractor includes with its bid, invoice or other writing is enforceable to the Library with respect to performing Services or its other obligations in the Contract shall be effective to modify the terms, conditions or language in the Contract.

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EXHIBIT A- CONTRACTOR BID RESPONSE FORM (B-20190401-565) JANITORIAL SERVICES FOR LIBRARY

Below is the firm bid of the undersigned to perform the Services and other obligations of the Contract for this Bid. The undersigned submits this Form in response to the Invitation for Bids for the subject Contract. The City may use the address and contact information below to communicate with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated Contract, and, except as may be noted below, agrees to perform its Services and work in accordance with those Specifications and all other representations in the Bidder Information Documents and the Contract.

Table with 4 columns: Item, Location, Specifications, Frequency, Monthly Fee. Includes items for Evening Janitorial Services, Daytime Janitorial Services, Carpet cleaning, etc.

Free for the following services are to be EXCLUDED from Items 1-4 above. Contractor shall provide LIBRARY after completion services specified herein.

(Signature Page Follows)

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EXHIBIT A- CONTRACTOR BID RESPONSE FORM (B-20190401-565)- cont.

Form with fields for Name of Firm or Company Submitting Bid, Date of Bid, Street Address, Tax ID # of Bidder, City, State, Zip, Web Site of Bidder, Printed Name Representative Executing for Bidder, Office Ph. # Bidder Contact, Signature of Bidder Representative, Office Ph. # Bidder Contact, Title, Email Address Bidder Rep.

This Bid Response must be notarized. Sworn to and subscribed before me on this \_\_\_ day of \_\_\_\_\_, 2019.

Notary Public, Commission Expiration Date

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

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BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with his bid for Janitorial Services for Library (B-23190481-005):

- (a) It has not colluded with any other bidder;
(b) It has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
(c) It has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the Library, either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
(d) All the information contained in the response to the bid is true and correct, and
(f) The Library may rely on information submitted in awarding the subject Contract.

Name of Firm or Company Submitting Bid
By: Signature of Bidder Representative
Printed Name:
It: Title
Date: Date

Sworn to and subscribed before me on this day of 2019.

Notary Public Commission Expiration Date

EXHIBIT B - BIDDER QUALIFICATION FORM (B-23190481-005)

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

1. Name of Business:
Principal Business Address:
2. Business Contact(s)
(a) Primary Contact
Name:
Title or Position with Company:
Day Phone:
Email:
Street Mailing Address of Contact:
(b) Other Business Contact(s) List the names, positions, telephone number, email and street addresses of persons on the Bidder's staff other than the Primary Contact with whom the Library may communicate concerning your firm's Bid.
3. Business History
(a) How many years has your organization been in business?
(b) How many years has your organization operated under its present business name?
(c) Under what other or former names has your organization operated?
(d) Type of Organization:
(1) If your organization is a corporation, answer the following:
(i) Date of incorporation:
(ii) State of incorporation:
(iii) President's name:
(2) If your organization is a partnership, answer the following:
(i) Date of organization:
(ii) Name(s) of partner(s):

(3) If your organization is individually owned, answer the following:
(i) Date of organization:
(ii) Name of owner(s):

4. Experience Performing Commercial Janitorial and Cleaning Services. On a separate sheet, furnish evidence that your firm has had at least five (5) years' experience performing commercial janitorial and cleaning services like those contemplated in the Contract. Describe these experiences in detail, including but not limited to, the periods in which you have conducted such business, the nature of services you have performed, your business addresses, the types of customers you have served and the gross annual revenue earned by your firm in the years in which you have performed such business.
5. Prior Contracts. On a separate sheet that you attach to this Form, please provide the information requested below as to at least three (3) municipal, governmental or other institutional clients with whom your firm has had a contract to perform Services like those requested in this Contract. As to each such customer and contract, please provide the following information on this attached sheet:
(a) Name and address of the customer with whom you contracted;
(b) Name of a reference & contact information for each such customer;
(c) Detail the nature of your contract, including, but not limited to, scope of project, nature of services you provided, amount and types of personal property that were moved, and dollar value of contract, and
(d) The date(s) of when such contracts were performed.
6. Staff. Please provide evidence below that your organization has at least ten (10) employees who provide janitorial and cleaning services to its clients, an account/customer service representative who shall inspect the Library facilities on a monthly basis (or more often if requested) and sufficient administrative staff to respond to the Library's needs related to the Contract.
7. Key Personnel. Identify all key personnel in your organization that your firm will assign to perform its responsibilities to the Library under the Contract, including, but not limited to, the person who will have the primary supervisory function. List each person's name, title, years of experience, and any other qualifications for such person that are relevant to performing the Contract.

8. Subcontractors. If your firm is awarded the Contract, do you intend to subcontract any of your responsibilities under the Contract to third parties? Yes \_\_\_ No \_\_\_ If your answer is in the affirmative, please state the following:
(a) What functions or services will be performed by subcontractors?

(a) State what percent of all labor operations needed to perform the contemplated Contract will be performed by your own employees and by any subcontractors?
% performed by your employees % performed by subcontractors

(c) As to each subcontractor that you intend to utilize to perform Services, please list below each subcontractor's name, type of work or services it will perform, years of experience, and any other qualifications that are relevant to it performing your obligations under the Contract.

9. Resources. State in detail below the resources (including, but not limited to, the number of employees, number and types of vehicles, equipment, materials and financial resources) that you have available to perform the contemplated Contract.

10. Licensing. List all contracts or other licenses that your organization currently holds that authorize it to perform the Contract. Also please attach a copy of these Licenses to this Form.

11. Insurance. If available at this time, please attach a certificate issued by your current insurance carrier(s) indicating the existence and limits of your Comprehensive General Liability (including completed operations and contractual liability coverage), Automobile Liability, and Worker's Compensation coverage that is required in Article 14.4 of the Specifications.

12. Bidder History
(a) Within the last five (5) years, has your firm, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)
Yes \_\_\_ No \_\_\_

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

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer? Yes \_\_\_ No \_\_\_

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

(c) Within the last five (5) years, have any of your clients or customers formally declared your organization in default or contended that it has breached a material obligation in any agreement to provide services? Yes \_\_\_ No \_\_\_

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

(d) Has your organization ever failed to complete any work or contract awarded to it?
Yes \_\_\_ No \_\_\_ If yes, please provide all details related to such contract.

(e) Are there any judgments or arbitration awards against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied? Yes \_\_\_ No \_\_\_ If yes, please provide all details related to such matter.

(f) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.) Yes \_\_\_ No \_\_\_ If yes, please provide all details related to such matter.

CERTIFICATION

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

Name of Bidder:
Dy: (Type or Print) Signature
Printed Name
It: Title of Authorized Representative
Sworn to and subscribed before me on this day of 2019.
Notary Public Commission Expiration

APPENDICES

The following information is annexed to assist bidders and the successful Contractor:

- Appendix 1 - Janitorial Services Bid Calendar
- Appendix 2 - Floor plan and floor surface legend
- Appendix 3 - Manufacturer cleaning specifications

Appendix 1 - JANITORIAL SERVICES FOR LIBRARY - BID CALENDAR

Date	Event
Monday, June 24, 2019	Invitation for Bids Issued
Monday, July 8, 2019 at 10:00 a.m.	Pre-Bid Conference at Library, 50 Oak Street, Mountain Brook, AL 35213.
Wednesday, July 10, 2019	Deadline for bidders' written questions or request for information or clarification.
Friday, July 12, 2019	Library to Respond to questions or requests for information from bidders.
Monday, July 15, 2019 at 10:00 a.m.	Deadline to Submit Sealed Bids & Bid Opening.
Monday, July 22, 2019	7 pm City Council Meeting at which time Contract expected to be formally awarded.
Wednesday, July 24, 2019	Before 5 pm Deadline for successful Contractor to furnish 1) the Alabama Immigration Act Affidavit, 2) E-Verify Company Identification Number and/or Memorandum of Understanding, 3) Certificate of Insurance specifically naming the City of Mountain Brook as additional insured, and 4) obtain a City of Mountain Brook business license.
August 1, 2019	Commencement of Services.
Thursday, August 15, 2019	Completion of the Initial Cleaning described in Section I 2(e) of Specifications.

Emmet O'Neal Library Flooring Materials

- Carpet
- Children's Area High Traffic Carpet
- VCT
- Ceramic
- Concrete



Cleaning and maintenance - Ceramic materials

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

If you have used a cement-based sealant during installation, once the grout has dried, first remove it carrying out the following operations:

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

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

Waxing

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

Routine maintenance

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

- vacuuming dirt, dirt, grit,
- waxing with diluted neutral or alkaline detergent.

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

Natural surfaces

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

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

Polished and glossy surfaces

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

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

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

**Structured and relief surfaces**  
To clean this type of surface use warm water and mild alkaline detergents available from most retailers (products containing hydrofluoric acid and its derivatives should not be used). When cleaning these surfaces we recommend you follow the outline of the relief patterns and, if necessary, rub gently to remove the dirt from the surface's cavities.

We do not recommend using detergents containing wax, to avoid creating an oily coating on the surface of the slab. With particularly difficult stains, we recommend you clean the area by following the instructions in the Type of detergent according to the type of dirt table, included at the end of this chapter.

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

Type of detergent according to the type of dirt  
Below are some of the substances indicated to remove stains. The instructions are grouped by type of product and do not contain references to specific detergents; however, these features are always indicated on the labels of detergents available from most retailers.

Type of dirt	Type of detergent
Grease and oil	Alkaline detergent
Sea	Sodium hypochlorite solution (bleach) or acid detergent
Rust	Acid detergent
Limescale and cement build-up	Acid detergent
Beer, wine, coffee	Sodium hypochlorite solution (bleach) or alkaline detergent
Type marks	Organic solvent (dichloroethylene, thinner)
Ice cream	Alkaline detergent
Resin	Organic solvent (white spirit, thinner)
Fruit juice	Diluted sodium hypochlorite solution (bleach)
Pen marks (permanent markers)	Organic solvent (acetone, thinner)
Aluminium scratch marks	Acid detergent or abrasive detergent (cream/powder)
Other stains	Abrasive cream detergent

Waxing

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

Ceramic Tile - Routine Care -

Remainder of Building

Contaminants and spills on a glazed ceramic tile are, generally, easier to clean than other, more impervious surfaces. Glazed tile products should be cleaned routinely with an all-purpose, low VOC household or commercial cleaner. The product chosen should also be grout joint cleaning compatible. The type of product may vary depending on the tile application and use. A multipurpose spray cleaner, which removes soap scum, hard water deposits, and mold designed for every day use, can be used on wall tile areas in residential bathrooms.

The entire area should be cleaned and conditioned with cleaner solution through the use of a cotton mop, cloth, sponge, or non-metallic brush. The entire area should be rinsed with clean water to remove any cleaning solution residue. Remember that you should sweep or vacuum floor areas prior to cleaning to remove any dust or debris. Routine cleaners should never contain hazardous or polluting products including, but not limited to acids or ammonia. Acids can damage the grout and the glazed surface of the tile, and ammonia can discolor the grout.

Unplanned spills should be cleaned routinely with non-abrasive cleaners that have a neutral pH for safe regular use. These cleaners are better suited at removing grass, oils and normal spills from glazed products. Again these products will vary depending on the application, amount of traffic and the use. The product chosen should also be compatible with cleaning the grout joints at the same time.

Removal of Sealers/Waxes/Floor Finishes:

If you need to remove a topical sealer or floor wax from a ceramic tile you should use a Tile Sealer & Activator remover. Always test a small area first. Apply a liberal amount of undiluted sealer & activator remover to a manageable area. Allow setting without drying until coating or residue softens. Heavily if necessary use water softener and can be removed. If necessary, agitate with white nylon scrub pad. Wipe up the residue with a cotton towel or sponge. Rinse thoroughly with clean water. Do not use on natural stone products.

Glass Tiles

For routine cleaning, use any non-abrasive cleaning compound recommended for other glass or tile. Metal Siphoners/Metal Appliances/Metal To clean, use a liquid non-abrasive household cleaner.

DO NOT use scouring pads, steel wool, sandpaper or other abrasive products. Avoid cleaners containing ammonia, bleach, abrasives, or other hazardous/polluting compounds.

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

Ceramic Tile - Grout Care

Grout is the material used to fill the spaces between the individual tiles. Grout comes in many colors. While color is important to the final finished look of the tile installation, it has little effect on the functionality of the grout. The purpose of grout is, simply, to fill the joint between the tiles and become a permanent integral component of the finished installation.

Penetrating/Sealing/Grout Sealer:

Most tile installations use cementitious grout. This type of grout should be sealed after installation to prevent the color from staining. The grout should be sealed with a penetrating/sealing/sealer (often called grout sealer) which does not contain silicones,

as silicone can shorten the useful life of the sealer. Epoxy grouts, conversely, are chemically cured and acid resistant and, as a result, do not require a sealer. The application of a good quality penetrating/sealing sealer into the grout joints of a cementitious grout will not change the natural color of the grout, but will prevent the penetration of moisture, simplify maintenance, and help prevent staining or discoloration. Only the grout needs to be sealed, not glazed floor or wall tile. Grout can be sealed several hours after installation.

There are different grades of penetrating/sealing sealers, therefore the useful life and price will differ between a low quality and high quality sealer. You may need to reapply the sealer on an annual basis depending on the water quality, traffic pattern, and maintenance routine. Some sealers have multiple year warranties for useful life. Refer to the manufacturer's warranty, technical & product information for specific details on product installation, useful life, and product application (including any warnings) before use.

**Grout Maintenance:**

Neither sealing the grout nor using a 100% Epoxy Grout will guarantee against surface build-up or discoloration of the grout. Grout needs to be cleaned on a periodic basis to remove any surface build-up. Routine grout cleaning can be done with a daily concentrated household or commercial cleaner depending on the application. When heavy duty grout cleaning is required, you will need to use a professional strength Tile & Grout Cleaner that is capable of removing grease, soap scum, body oil, mineral stains, soap, and synthetic or acrylic sealers from the grout joints. However, such a product should contain non-pitting chemicals and has VOC limits. This type of product can be purchased from most Home Centers, or through your local professional Floor Covering Dealer.

**Grout Color Restoration:**

When grout has been stained to the point that it cannot be maintained or returned to its natural color, you can return the grout back to its original color or any other color through the use of a "grout sealer". Grout Sealers are epoxy based products that are specifically designed to penetrate into the grout and seal the surface with a permanent color. Once the grout has been stained there is no need to seal it any further with a penetrating/sealing sealer. Prior to sealing, the grout joint should be cleaned thoroughly to remove any dirt, oil, grease or sealer with a professional strength Tile & Grout Cleaner. This can be purchased from most Home Centers or through your local professional Floor Covering Dealer.

APPENDIX

**InterfaceFLOR®**

February 6, 2013

To: Whom It May Concern

Subject: Proper Maintenance and Frequencies

InterfaceFLOR recommends implementing a routine carpet maintenance program that will preserve and maintain your floor covering and extend the life of your carpet investment. All maintenance programs should include daily vacuuming and periodic restorative cleanings. Restorative cleaning is needed before the carpet's appearance has degenerated to a point when cleaning is an absolute necessity. Excessive soils and stains may require different methods or a combination of methods to be utilized. However, even restorative cleaning typically will not achieve the desired original beauty and appearance of the floor covering if the carpet has been neglected. Routine care means a longer lasting product. What is important is to implement a maintenance program from the beginning. An effective maintenance program is carefully planned and executed on schedule. There are many factors that can affect the appearance of carpet including color, texture, yarn fiber, and of course maintenance.

InterfaceFLOR recommends a combination of maintenance procedures which should include daily vacuuming, daily spot cleaning, and a restorative hot water extraction. Before starting a restorative cleaning the entire carpeted surface must be thoroughly vacuumed using an upright vacuum. Our recommended procedure for a restorative hot water extraction is to pre-spray the entire surface not just the traffic lanes. Do not spray more area at one time, with a detergent solution designed to breakdown and emulsify the soil. Follow that by agitating the solution with a brush, working the solution down into the fibers, and finally extraction with plain water. It is critical that a high quality detergent solution is applied to the entire surface not just the traffic lanes. Do not spray more area than can be extracted within 10 minutes as the detergent solution should never be allowed to dry before the area is extracted with the water. Cleaning without using a detergent, such as using water only or using ionized water, will not yield acceptable results and therefore is not recommended. Another important factor in the restorative cleaning process is the agitation of the carpet fiber. This can be accomplished during the agitation step by using a counter-rotating brush machine or by using a pile lifter instead of a vacuum cleaner before starting the restorative cleaning process and then again after the cleaning process once the carpet is completely dry. In addition, InterfaceFLOR does not recommend the use of a bonnet machine or any rotary-rotation equipment for any type of maintenance procedure.

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APPENDIX

**Introduction**

Why is maintenance important? By implementing a routine carpet maintenance program, you preserve and maintain your floor covering and extend the life of your carpet investment. A routine maintenance program includes daily care such as vacuuming and spot cleaning. In addition to periodic restorative cleaning by hot water extraction. Excessive soils and stains may require different methods or a combination of methods to be utilized. However, even restorative cleaning typically will not achieve the desired original beauty and appearance of the floor covering if the carpet has been neglected. Routine care means a longer lasting product. What is important is to implement a maintenance program from the beginning. An effective maintenance program is carefully planned and executed on schedule. There are many factors that can affect the appearance of carpet including color, texture, yarn fiber, and of course maintenance.

- Comprehensive Maintenance Plan**
- An effective maintenance program consists of five key elements:
- Preventive Maintenance - consisting of the seal and entering the building using walk-off mats at entrances. This includes outside matting, inside matting and mats at certain high traffic areas.
  - Vacuuming - regular vacuuming is the single most important part of a maintenance program. Vacuuming is designed to remove dry soil and lint.
  - Spot and Spill Removal - quick response to spills is the key. The faster spills are dealt with the less chance that it will leave a stain.
  - Interim Cleaning - several different methods can be utilized. If used regularly, interim cleaning can prolong the need for restorative cleaning.
  - Restorative Cleaning - deep cleaning designed to remove trapped soil. Hot water extraction is the most effective method and the only restorative method recommended by Interface & Bentley Floor Care.

**Identifying Your Specific Maintenance Needs**

Just as various areas of your office or building are subject to different uses, each area demands a different level of maintenance and care. Heavily trafficked areas such as entrance and corridors require more frequent vacuuming and cleaning. Areas around vending machines and shrubs need deep attention to spills and stains. Plus, certain areas may require different types of equipment to be used. An effective maintenance program should have a chart or diagram of the building's floor space outlining proper cleaning frequency rates, methods and equipment. This well designed maintenance plan will add years of useful life to your carpet investment.

APPENDIX

**Commercial Carpet Cleaning Frequency Chart**

Traffic Soil Rating	Carpet Cleaner Maintenance		Professional Carpet Cleaner/ Restorer	
	Vacuuming	Spot Cleaning	Interim Maintenance (Between Restorative Cleanings)	Restorative Cleaning
Light <600 foot traffic per day	1 to 2x per week	Daily or as soon as spots are noticed	1 to 2x annually	1 to 2x annually
Medium (moderate) 600-1000 foot traffic per day	Daily in traffic areas. Overall 2 to 4x per week	Daily or as soon as spots are noticed	3 to 6x annually	2 to 4x annually
Heavy 1000 - 2500 foot traffic per day	Daily in traffic areas. Overall 4 to 7x per week	Daily or as soon as spots are noticed	6 to 12x annually	3 to 6x annually
Very Heavy >2500 foot traffic per day	1 to 2x daily in traffic areas. Overall 7x per week	Daily or as soon as spots are noticed	12 to 25x annually	6 to 24x annually

\*Recommended frequency guide per IICRC S100 (Institute of Inspection, Cleaning, and Restoration Certification)

APPENDIX

### Maintenance Techniques

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

#### Preventative Maintenance

Maintaining your carpet's appearance means more than cleaning the right cleaning method. Choosing the right products for best maintenance greatly affects the overall performance of your floor covering. The use of walk-off mats helps keep soil from entering the building. Outside mats are designed to scrape dirt and debris off shoes while interior mats are designed to remove outdoor soil particles so well as help absorb moisture. Interior walk-off mats should extend a minimum of six feet inside the entrance. At 15 feet, these mats can effectively remove 80% of soil and moisture before it reaches the carpet. Mats can also be effective in other traffic areas including stairwells, behind service areas and food service areas, and at exit doorways. Walk-off matting should be maintained the same way as interior carpet using the frequency guidelines for "Very Heavy" listed on the chart on page 4.

#### Chair Pads

Chair pads are NOT required with any blanket carpet.

#### Vacuuming

A good vacuuming program is essential to the success of your carpet maintenance efforts. Effective daily vacuuming reduces the frequency of preventive maintenance procedures required to maintain clean carpet and removes soil particles before they can be in and stain your carpet. For best results, use proper equipment and techniques are critical to the success of a vacuuming program.

Brushes with synthetic bristles should be used and not on flat brushes are in contact with pile surfaces. This contact results with independent motion for rotation and brushing and prevents the flat back. In most cases upright vacuum cleaners are preferred and back pack type machines without brushes and riding computers with rotary brushes are generally not recommended for use on wall-to-wall carpeting. The Carpet and Rug Institute's Best of Award program that grades vacuum maintenance equipment including vacuum cleaners. For a list of these certified vacuum cleaners see the CRI website at www.carpet.org.

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

A dry roll helps prevent soil from being tracked into other areas. The procedure for thorough vacuuming is using slow overlapping strokes making sure that the entire carpet surface is covered. Strokes should be no longer than 3-8 feet in length to avoid constant backing.

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

#### Spot Cleaning (NYLON CARPETS ONLY)

Daily removal of spots and spills helps maintain the carpet's appearance between scheduled cleanings. Immediate action against spots and spills also reduces the probability of a permanent stain. However, it is not sufficient that one appropriate for the specific type of spill or spill - water based, oil based, or acidic cleaning agents. Use spotting solutions sparingly and always try to remove the spill with water only before using a spotting solution. If available, using a portable extractor will significantly improve the ability to remove spills.

#### Treating Water-Based Spots

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

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

#### Treating Oil-Based Spots

When removing oily stains such as paint, grease, hair, lipstick, always check for color fastness by applying your cleaning solution to an inconspicuous area of the carpet. Spray or pour the solution onto the cloth and press it onto the carpet. Check the cloth for any evidence of dye transfer to the cloth. Once transfer is evident, do not use the solution further. Repeat the application if necessary. Apply your solution sparingly to a clean white cloth and press the cloth onto the spot.

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

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

#### Interim Cleaning

##### Dry Extraction

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

Follow the process for dry extraction. Thoroughly vacuum the carpet. Spread extraction compound on the carpet and then apply using a low moisture applicator with counter rotating brushes to gently brush the solution into the fibers, disintegrating and dispersing accumulated soil. Allow time for the solution to dry. Drying time will vary according to room factors including humidity, air flow and air temperature but commonly be expected to be 30-45 minutes. Flush with vacuuming. This process is designed to encapsulate the soil so the solution after leaving small crystals that are easily be removed out of the carpet.

##### CrySTALLING APPLICATION (Dry Foam or Encapsulation)

The encapsulating method of maintenance is a low moisture procedure similar to water removal by the dry extraction method but instead of using the powder, a fluid encapsulation solution is used. Results include immediate access to the area without the necessity of extended drying time.

Follow this procedure for crystallizing application: Thoroughly vacuum the carpet. Apply the encapsulation solution using an electric sprayer or a simple pump-up garden type sprayer. Apply the carpet after using a low moisture applicator with counter rotating brushes to gently brush the solution into the fibers, disintegrating and dispersing accumulated soil. Allow time for the solution to dry. Drying time will vary according to room factors including humidity, air flow and air temperature but commonly be expected to be 30-45 minutes. Flush with vacuuming. This process is designed to encapsulate the soil so the solution after leaving small crystals that are easily be removed out of the carpet.

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

#### Rotary Cleaning

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

#### Hot Water Extraction

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

Hot water extraction is an effective method for removing heavy soil and residues from carpeting. Start by applying a detergent pre-spray appropriate for carpet using an electric or spray type sprayer. The application should be over the entire carpeted surface and just the traffic lanes. Agitate the pre-spray with a dual brush counter-rotating low moisture applicator. Allow 10 minutes of dwell time. Using only steam water in the injector, thoroughly rinse the carpet. For heavily soiled high-traffic areas the procedure can be repeated with the extracted water if relatively clear. The hot water extraction method injects water into the carpet. The injected water expands the soil and contaminants in the solution layer under the carpet's back-up cushion system.

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

**NOTE: ALTHOUGH IT IS RECOMMENDED THAT WATER TEMPERATURE RANGE BETWEEN 110° AND 180° IF USED, HOT WATER WITH TEMPERATURES ABOVE THAT RANGE WILL NOT CAUSE ANY DAMAGE TO OUR PRODUCTS. LIKEWISE COLD WATER CAN ALSO BE USED BUT ONLY WITH A DETERGENT DESIGNED FOR COLD WATER USE.**

**NOTE: DRYING TIMES WILL VARY BASED ON INTERNAL AND EXTERNAL ENVIRONMENTAL CONDITIONS. PLAN ON A MINIMUM OF 4 HOURS UNDER NORMAL CONDITIONS. DO NOT ALLOW FOOT TRAFFIC ON THE CARPET UNTIL IT IS DRY. ALLOWING FOOT TRAFFIC BEFORE CARPET IS DRY CAN CAUSE FIBER DAMAGE AND TRAPING SOILING.**

### Cleaning Solutions

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

Interface brand carpets can be maintained using a number of widely recognized and readily available carpet cleaning agents. Some cleaners have actually earned the Carpet & Rug Institute's Best of Award. For a list of these certified cleaning solutions see the CRI website at www.carpet.org. Always follow the manufacturer's recommended guidelines for using any cleaning solution. Avoid products with pH levels over 9.8 and products that contain bleach or formaldehyde solutions. Do not use alkaline detergents or oil based detergents and caution should be used with the amount of detergent used for more frequent cleanings. In addition, cleaning solutions containing caustic ingredients should not be used. Optimal brighteners are allowed when the subjects of carpet and hard to penetrate areas or polishing of the carpet.

Cleaning solutions used for interim and reactive cleaning should be tested for acidity residues that may cause re-soiling. To test a solution, pour a small amount in a clean glass dish. Allow the solution to dry completely (24 hours minimum). Brush up any hard residue on the surface of the dried dish and examine it. The residue can be characterized as dry powder, dry flakes or dry crystals. (pH 5.0) and acceptable. If the residue appears oily, greasy, sticky, or in any other form, the solution is not acceptable and it would likely contribute to rapid re-soiling.

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

### Maintenance Equipment

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

#### Vacuum

- (For full motor uprights)
  - Power: 5-8 amp
  - Rotation: 0 Down to 3 rotations or more
  - Vacuum: 10" - 16" water lift or better @ 90° psi
  - Brush: Tactile-soft All-wool or better
  - Brush speed: 1500 - 1600 rpm
  - Brush diameter: 2" - 3 1/2"
  - Brush height: Adjustable, self-adjusting design preferred
  - Weight: 15" - 20"
  - Dust Bag Capacity: 100 - 400 cubic inches

**NOTE: VACUUM CLEANER SHOULD HAVE THE CARPET AND RUG INSTITUTE'S SEAL OF APPROVAL THROUGH THEIR GREEN LABEL CERTIFICATION PROGRAM. TOP-LOADING DUST BAG MACHINES WITH HEPA FILTERS ARE STRONGLY RECOMMENDED. BATTERY POWERED VACUUM CLEANERS ARE ALSO RECOMMENDED.**

#### Low Moisture Applicator

- Power: 2-8 amp
- Width: 12" - 22"
- Brushes (2): 1 1/2" - 2 1/2" Counter-rotating
- Brush speed: 400 rpm

#### Hot Water Extractor

- Power: 10 - 18 amp
- Puff Delivery: Minimum 170 psi minimums - 85 100 psi
- Tanks: 8-20 gallon solution
- Recovery: 8-20 gallon recovery
- Vacuum: 100" - 140" water lift at around 80-100 psi
- Vacuum Shoe: 11" - 18" wide
- Wheels: Non-marking 4" - 10" diameter

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

### Spot Removal Guide

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

If you cannot remove the spot following these guidelines, call Interface maintenance support at 1.800.338.0235, ext. 6268

#### Spotting Solutions

1. Detergent Solution - Mix 1/4 teaspoon colorless mild detergent in 1 cup water.
2. Ammonia Solution - Mix 1 tablespoon clear household ammonia in 19 cup water.
3. Vinegar Solution - Mix 1/3 cup white household vinegar in 2/3 cup water.
4. Dry Cleaning Solvent - Apply isopropyl alcohol (standard rubbing alcohol) to clean cloth and blot. DO NOT apply directly on carpet.

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

Item	1	2	3
Crayons	Scrape away as much as possible with a spoon or dull knife.	4	
Egg (raw)	Blot up as much as possible.	1	2
Food Coloring	1, until color no longer transfers to towel.	2	
Fruit Juice	1	3	
Furniture Polish	4		
Glue	1	4	
Grease	1		
Gravy	1	3	
Greases	Scrape away as much as possible with a spoon or dull knife.	4	
Ice Cream	1	2	
Ink (Ballpoint)	4		
Ink (India)	4		
Jam and Jelly	1	3	
Lipstick	Scrape away as much as possible with a spoon or dull knife.	2	
Merchandise & Merchandise	1	2	
Milk	1	2	
Mud	Scrape away as much as possible with a spoon or dull knife.	1	2
Mustard	1	3	
Nail Polish	4		
Oil	4		
Paint (Oil-Based)	4		

Item	1	2	3
Paint (Water-Based)	1		
Rubber Cement	Roll the glue off if it has hardened thoroughly.	4	
Roast	Apply hot remover or warm soapy acid solution for 10-15 minutes.	2	
Show Polish	4		
Salt Crystals	1	2	
Soot	1	4	
Tar & Asphalt	Scrape away as much as possible with a spoon or dull knife.	4	
Toothpaste	1	3	
Urine	Blot up as much as possible if still wet.	1	3
Vomit	Blot up as much as possible if still wet.	1	2
Wine	1	3	

### Consultants

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

[www.interface.com](http://www.interface.com)

#### United States

Mark French  
 (Office) 706-812-6268  
 (cell) 706-302-1174  
[mfr@interface.com](mailto:mfr@interface.com)  
 Interface Americas  
 1603 Orchard Hill Rd.  
 LaGrange, GA 30240

#### Canada

Bruce Tuley  
 813-988-8090  
 (cell) 800-338-0235 x 2117  
 (fax) 813-988-8448  
[btuley@interface.com](mailto:btuley@interface.com)  
 Interface  
 233 LeVie Drive  
 Bala, ON M1H 5S2

### Additional References

Carpet and Rug Institute - [www.carpetrug.org](http://www.carpetrug.org)

The Institute of Inspection, Cleaning and Restoration Certification - [www.iicrc.org](http://www.iicrc.org)

### Vinyl Composition Tile

ARTEFECTS™, RAFFIA™, EXCELON™, Chromadip™, StoneTex™, Comparison Squares™, Feature™, TileStrip™, Standard EXCELON™, MultiColor™, Imperial™, Texture™, Imperia™, Texture Classics™, Imperia™, Texture Rave™

Armstrong® commercial vinyl composition tile is coated with the Fast Start Factory Finish. Fortunately, the Fast Start Factory Finish makes initial maintenance quick and easy and does not require removal after installation. It is compatible with commercial floor polishes (such as Armstrong® S-400 Commercial Floor Polish) and reduces the need to strip the tile. Vinyl Composition. The requires polishing for protection, ease of maintenance and an attractive overall appearance.

#### For Best Results:

- When performing wall maintenance, always use proper technique and prohibit traffic until the floor is completely dry.
- Do not wet walls, machine scrub or strip the floor for at least 4 days after installation. This is to prevent excess moisture from interfering with the adhesive bond.
- The use of aggressive strippers such as non-alkaline, no-solvent, no-rinse strippers is not recommended on tile floors less than 2 years old because these strippers may affect the adhesive bond.
- Do not use excessive amounts of liquid during maintenance.
- Do not use down or buff pads, equivalent brushes or stiff-bristled, highly-abrasive brushes on Armstrong® resilient flooring.
- If it becomes necessary to move any heavy fixtures or appliances over the flooring on ladders or dollys, the flooring should be protected with 1/4" or thicker plywood, hardboard or other undelayed panels. If other on-site work is continuing, consider using a protective covering such as plastic, undelayed panels to guard against damage to the new floor.

#### A. Initial Maintenance - Immediately After Installation



1. Sweep, dust mop or vacuum the floor thoroughly to remove all loose dust, dirt, grit and debris.



2. Remove any dried adhesive residue with a clean, white cloth dampened with mineral spirits, carefully following the warnings on the container.



3. Damp mop the floor with a properly diluted neutral (pH 6 to 8) detergent solution such as Armstrong® S-400 Commercial Floor Cleaner.



4. Apply a minimum of 2 coats of a high-quality commercial floor polish (such as Armstrong® S-400 Commercial Floor Polish) to temporarily protect the floor until regular maintenance procedures can begin. The use of a high-quality water-resistant sealer (such as Armstrong® S-400 Commercial Floor Sealer) between the polish should be considered in areas of high traffic, high soil load and areas where staining potential is high.

#### B. Initial Maintenance - Preparation for Commercial Traffic



1. Machine scrub the floor with a properly diluted neutral detergent solution (such as Armstrong® S-400 Commercial Floor Cleaner) and scrubbing pad (2M floor or equivalent) brush. If the floor has been sealed with a wax or sealer, strip 1 to 2 times before proceeding. Use a properly diluted detergent solution. NOTE: The use of aggressive strippers is not recommended on the floors less than 2 years old because these strippers may affect the adhesive bond.



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



3. Apply 3 to 4 coats of high-quality commercial floor polish, such as Armstrong® S-400 Commercial Floor Polish. If the floor has been stripped, the application of a stain resistant sealer (such as Armstrong® S-400 Commercial Floor Sealer) prior to the application of polish is recommended in areas that will be exposed to heavy traffic and/or staining agents.

#### C. Daily/Regular Maintenance



1. Sweep, dust mop or vacuum the floor daily to remove dust, dirt, grit and debris that can damage the floor and become ground into the surface.



2. Spot mop as needed. Any spills should be cleaned up immediately.



3. Damp mopping of the floor should be performed on a regular or daily basis, depending on traffic and soil levels in the area. Use a properly diluted neutral detergent solution, such as Armstrong® S-400 Commercial Floor Cleaner.

#### D. Periodic Maintenance



1. When needed, machine scrub the floor with a properly diluted neutral detergent solution (such as Armstrong® S-400 Commercial Floor Cleaner) and the appropriate scrubbing pad (2M floor or equivalent) brush.



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



3. Perform a buffing operation (3 to 5 coats) remaining on the floor, buff, spray buff or burnish to restore gloss.



4. If needed, additional coats of floor polish may be applied at this time.

**C. Restorative Maintenance - Stripping**

**NOTE:** The use of aggressive strippers on tiles may strip off the finish and remove the gloss and recommended on the floors less than 24 hours has been tested. Stripping may affect the appearance of the floor.



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



2. Machine scrub the floor (500 rpm or less) with a scrubbing pad (3M blue or white) or equivalent scrub brush to break up the polish film. Do not allow stripping solution to dry on the floor.



3. Remove dirty stripping solution with a wet vacuum or mop. If mopping fresh, clean fresh water onto the dirty stripping solution will assist with a more thorough removal.



4. Thoroughly mop the entire floor with clean water. Remove mops and allow it to dry completely.



5. Apply it to a coat of high-quality commercial floor polish, such as Armstrong's Sabon Commercial Floor Polish. The use of a high quality stain-resistant sealer (such as S-495 Commercial Floor Sealer) between the polishes should be considered in areas of high traffic, areas of high soiling and areas where staining potential is high.

**Special Considerations**

**FEATURE TILE:** Feature Tile, the solid-colored face of any composition, shows scratches and scuffs more readily than patterned materials. They have been designed for use as decorative bands, borders and spot accent colors in conjunction with other Armstrong JIF Select DGR, DMP and DND LUMIN Tile. Feature Tile is not suitable for use as an overall floor color and is not recommended for its use. When first installed, the tile-colored surface may reveal a light dusty or powdery film and some dry, brown surface markings. These are common to the product and the type of product, but the markings will be eliminated with regular cleaning and polishing and they will not affect the performance of the floor.

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

STONEPLEX

2019-0999

CONTRACTOR AGREEMENT

Tornado Fence Co ("Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") on the undersated project (the Project)

Name of Project: Install Chain Link Fence for the Dog Park
Site of Project: Cahaba River Walk
3503 Overton Road
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and July 17, 2019 Contractor Proposal, hereinafter the "Contractor Proposal") that is attached and incorporated herein.

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for three (3) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"), and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

Contractor's obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

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(b). Safety. Contractor agrees that it (a) has the sole responsibility to identify any conditions or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereinafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement, provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d). Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the July 17, 2019 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all

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5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Ten thousand nine hundred and eighty-seven dollars (\$10,987.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$50,000.00.

The City will pay the Contract Price on this Project after the completion of Work.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

(a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

b. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hamilton Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the

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APPENDIX 5

(Signature Page Follows)

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Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: *Shanda Williams*  
Its: Mayor  
Date: 7/22/2019

TORNADO FENCE CO, CONTRACTOR

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

EXHIBIT A - SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and July 17, 2019 Contractor 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 undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule Weather permitting, Contractor expects to complete the Work within an approximate 4 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives

City Project Representative:  
Shanda Williams  
3698 Bethune Drive  
Birmingham, AL 35223  
Email: williams@mountainbrook.org  
Day Tel #: 205-802-3879

Contractor Project Representative:  
Romie Whisenant  
6087 Newcastle Road  
Morriss, AL 35116  
tornadofencecompany@gmail.com  
Day Tel #: (205) 680-1985

4. Special Conditions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mountain Brook Dog Park Fence  
July 2019

The City of Mountain Brook is creating a new dog park at Cahaba River Walk, 3501 Overton Road.

We need a 5 ft tall, 8 gauge, black chain link fence installed for the perimeter of the dog park. The photo below shows the 22x22 ft layout of the fence in green. We have marked the park with white paint if you would like to visit the park to evaluate the terrain, take measurements, and be aware of all visible obstacles. I will be glad to meet with you there. There are some stretches of the fence that will curve with the trail, some that need to avoid trees, and some sections that are not level. We need the bottom of the fence to be flush with the ground or buried a few inches depending on the terrain and tension wire along the bottom for extra support in preventing dogs from getting out under the fence.

We will need 2 vehicle access gates: 12' wide (2 4-ft gates) (Mark marks on the photo)  
We will need 1 double gate entrance: 8 ft x 8 ft (Solid green square on the photo)  
The 4 ft gates on these should be offset from each other.

Line posts should be 2" diameter  
End posts and gate posts should be 3" diameter  
Top rails should be 1 5/8" diameter  
All should be at least schedule 40.

I have the total perimeter estimated to measure 616 ft including the gates.  
The other 3 sides of the double gated area will add another 24 ft, including the 4 ft gates.

Please send all questions to Shanda Williams at 802-3879 or [wiliams@mountainbrook.org](mailto:wiliams@mountainbrook.org)



REF. NO.  
TORNADO FENCE CO.  
6087 Newcastle Road  
Morriss, AL 35116  
(205) 680-1985 FAX  
(205) 680-1984 FAX

*Shanda Williams*

TO: *Mountain Brook Parks Rec* DATE: *7-22-19*  
ADDRESS: *Overton Park* ZIP CODE TELEPHONE NUMBER  
LOCATION: *Dog Park* JOB NO. NUMBER

SPECIFICATIONS: ALL WORK WILL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH STANDARD PRACTICE  
ALL POST SET IN CONCRETE  
TOTAL HEIGHT: *5 FT* STYLE: *8 inch* POST SPACING: *8 ft* KNACKED: *0* GAUGE: *8* 110"   
TOP RAIL: *1 5/8* LINE POST: *2"* GATE FRAM: *1 5/8* TER: *1 1/2* GATE: *3*   
O.D. POST: *2"* O.D. POST: *2"*

*APP 125 ft fence*  
*1- Dog entrance*  
*1- Drive gate*  
*Tension wire solution.*

SKETCH:

The Plot of Fence to Follow Ground   
Be Lower With Lowest Grade   
Be Lower With Highest Grade

PAYMENT ON COMPLETION

TOTAL JOB: *12,987.9*

I agree to pay Tornado Fence the balance of the contract according to the terms specified above and upon receipt of my bill of materials, including a reasonable estimate of the cost and nature of labor or equipment under the conditions and terms of the State of Alabama. There will be an additional charge for removal of existing old fence and stumps.

The undersigned customer hereby assumes full responsibility for location of the line corner which said material is to be installed and agrees to hold the contractor harmless from all claims arising from location of any said property or location of said fence and from all claims for personal injury, property damage or financial loss or for means of said fence material. This is a money purchase contract. All accounts over 30 days charged 1 1/2% interest per month with an annual rate of 18%.

DATE: *7-22-19*  
ACCEPTED: *Shanda Williams* SALESMAN

RE: Dog Park Fence Contract w Tornado Fence Co - Cahaba River Walk - Item for July 22 Agenda

Steve Stine

2:47 PM (7 minutes ago)

to Shanda, Sam, me

Shanda, these contract materials for the Dog Park Fence look good to go.

Steve

From: Shanda Williams [mailto:[wiliams@mountainbrook.org](mailto:wiliams@mountainbrook.org)]  
Sent: Wednesday, July 17, 2019 5:15 PM  
To: Sam Gaston; Steve Boone; Steve Stine  
Subject: Dog Park Fence contract

I have attached all the documents needed for the dog park contract.

The price is \$1,000\*\* which is \$20\*\* less than what we had originally estimated.

The fence supply company went up on those prices.

The other cheaper quote was for \$11,375.

These two started out over \$12,000, but I took out some items to get the price down.

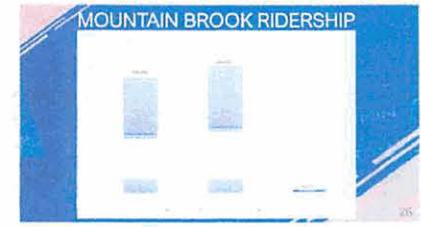
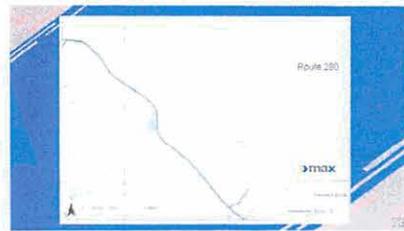
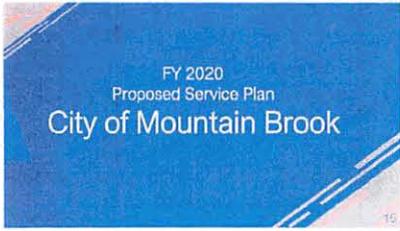
One other quote was for over \$20,000!! I don't think they wanted the job.

The bid opening for the retention walls is tomorrow at 2pm.

I won't have that material information ready until after that, possibly Friday depending on how involved the decision process will be.

Shanda Williams  
Parks & Recreation Superintendent  
City of Mountain Brook

3399 Bethune Drive  
Mountain Brook, AL 35223  
7-271-6012-3614  
F-205-987-5322  
[www.mountainbrook.org](http://www.mountainbrook.org)



2019-100

### POTENTIAL SERVICE ENHANCEMENTS

- Steel Line
- Iron Line
- Microtransit



### WHAT IS MICROTRANSIT?

- Service directly from Central Station
- Provides more flexibility than fixed-route service.
- Vehicle size commensurate with ridership.
- Decreased travel-time.
- Utilizes smart phone and on-demand booking.
- Consolidation of fixed-route service and reducing hours.

### MAGIC CITY CONNECTOR – Steel Line

Expanded in June to Downtown Homewood

**Monday Evening**  
12 minute busways from 7AM - 10PM  
30 minute busways from 10PM - 10PM

**Saturday**  
30 minute busways from 10AM - 10PM

**SERVING**

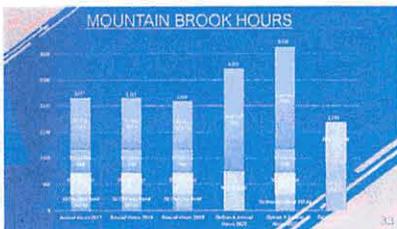
- Uptown and EUCS
- Central Business District
- Midtown
- UHS
- Springdale
- Major and Neighboring Community
- Downtown Homewood

### MAGIC CITY CONNECTOR – Iron Line

Replaces the Route #43 – 7pm

**SERVING**

- Downtown Homewood
- Mountain Brook Village
- Lane Park
- Botanical Gardens
- English Village
- English Rd.
- Crestline Village
- Birmingham Zoo



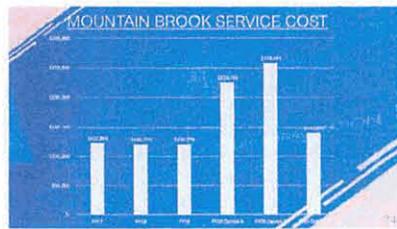
### GOING FORWARD – THE PLAN

DATE	SOURCE
April 18, 2017	Board Meeting
April 20 - July 12	Meet with Municipalities & Shelby District
June 20, 2019	Board Meeting
June 26, 2019	Board Meeting
July 12, 2019	ECTA Committee Meeting Budget Update
July 19-21, 2019	Public Hearings
August 14, 2019	Present Board Budget
August 26 <sup>th</sup> or 30 <sup>th</sup>	Budget Approval
December 1, 2019	Service Area Operations Meeting Done

**Participating Municipalities**  
Bessemer  
Birmingham  
Center Point  
Homewood  
Mountain Brook  
Northport  
Parsippany  
Sandy Springs  
Tucker  
Vestavia

**Wilson County**  
Acworth  
Bremen  
Forsyth  
Forsyth County  
Lawrenceville

# Thank You!



## Questions & Answers

C-20190625-523

C-20170625-528

RID TABULATION AND RECOMMENDATION  
BID # 2019-0625-523  
CITY OF MOUNTAIN BROOK  
CONSTRUCT RETAINING WALLS AT THE ATHLETIC COMPLEX

INVITATION FOR BIDS - BID # 2019-0625-523  
CITY OF MOUNTAIN BROOK  
CONSTRUCT RETAINING WALLS AT THE ATHLETIC COMPLEX

Bid Submission Deadline & Bid Opening Time: July 18, 2019 2:00 PM  
Address to Submit Bids/Bid Opening: City of Mountain Brook - City Hall  
50 Church Street  
Mountain Brook, AL 35213-3750  
ATTN: City Manager

Two bids were received on July 18, 2019 by 2:00 pm at Mountain Brook City Hall.

Quality Creative Landscaping, LLC	\$73,700
Morris Shea Bridge Company	\$59,000

It is my recommendation to award the bid to Morris Shea Bridge Company.

Shanda Williams  
Superintendent of Parks and Recreation

The City of Mountain Brook, Alabama ("City") invites interested contractors to submit sealed bids to the above named address for the an act of a contract like "Contract" to be awarded for the retaining walls and "Project" or "Work" at the Mountain Brook High School, 3650 Bethune Drive, Bethune Drive, Mountain Brook, Alabama 35223 (the "Project Site"). The Project is located in connection with other operations being performed by third parties at the Project Site and Contractor's operations must be coordinated and timed consistent with those third party operations. Bids shall be submitted by the time and date specified above, at which time there shall be no public opening and read as soon thereafter as possible. Each bidder is responsible for viewing or observing or not so that it will be received at the above address and location at or before the time of the specified bid opening. Bids received after that date will not be admitted.

Interested contractors may obtain a copy of the Bidder Information Documents (BIDDER INFO) the Specifications, Drawings & Plans, collectively, the "Specifications" from the City's Work representative, Shanda Williams, Department of Parks and Recreation, 3650 Bethune Drive, Mountain Brook, Alabama 35223, or at [shanda.williams@mountainbrook.org](mailto:shanda.williams@mountainbrook.org). These Bidder Information Documents are available at [www.mountainbrook.org](http://www.mountainbrook.org) under Bid Info 52373.

Definitive operations under the Project or Specifications should be discussed in writing to Ms. Shanda Williams at her usual address on or before July 13, 2019 at 4:00 p.m. Questions about purchasing of other materials may be directed to Susan Bishop, Finance Director, City of Mountain Brook, [susan.bishop@mountainbrook.org](mailto:susan.bishop@mountainbrook.org).

The City will not consider a Pre-bid Conference or construction site Pre-view. Interested contractors may request an inspection of the Project Site before they submit bids. This inspection will be scheduled up to July 12, 2019 by contacting Ms. Williams.

It is understood for the award of the contract for the Work, an interested contractor must complete and submit the following to City Hall: (a) a Bid Bond, (b) a check or other similar type of bid to verify the amount of \$10,000 (or 10% of the bid, whichever is less), (c) the Contractor's Bid Recovery Form, and (d) whatever information required in the Bidder Information Documents. Also, the successful contractor shall possess the minimum experience and qualifications to perform the Work as specified in these Documents, Exhibit B, and the applicable Contract, the successful contractor shall provide a Performance Bond in the amount of \$1,000,000 and a Labor & Material Bond in the amount of half the amount of the contract price.

The City is conducting the procurement process and will award the associated contract that best fit the City's needs. The award will be made to a contractor that submits the lowest responsive and responsible bid to the City. The City reserves the right to accept or reject any or all bids and to waive formalities related to submitting bids.

Shanda Williams, City Manager/Procurement Agent July 25, 2019

II. BIDDER INFORMATION DOCUMENTS

1. GENERAL SCOPE OF WORK

The City of Mountain Brook, Alabama ("City") seeks to enter a contract (the "Contract") with a qualified contractor ("Contractor") to construct two (2) retaining walls (the "Project" or "Work") at the Athletic Complex at Mountain Brook High School, 3650 Bethune Drive, Bethune Drive, Mountain Brook, Alabama 35223 (the "Project Site"). The Project is required in connection with other operations being performed by third parties at the Project Site and Contractor's operations must be coordinated and timely coordinated with those third party operations. The Project completion date is expected to be later than August 30, 2019.

At its expense, Contractor will supply all personnel, equipment, materials, labor and auxiliary resources needed to perform the Contract pursuant to the Specifications and other provisions in these Bidder Information Documents.

2. PROJECT REQUIREMENTS

A. **Specifications.** Contractor agrees to perform the Work in compliance with the Specifications, Drawings and Plans (collectively, the "Specifications") that are attached as Exhibit C.

B. **Warranty.** Contractor warrants that the materials used on the Project and its workmanship shall be free from defect for one year from the date of the City's final inspection and acceptance of the Work.

C. **Price Inflation.** The lump sum price quoted by the successful Contractor on Exhibit A - the Bid Response Form - (the "Price") to construct the Project includes any and all costs, charges and fees associated with the Work, and all other expenses for Contractor to perform the obligations of the Contract.

D. **Project Schedule/Liquidated Damages.** The City anticipates issuing Contractor a Notice to Proceed with its Work on or about August 2, 2019. Unless otherwise agreed in writing signed by the City's Project Representative, Contractor is required to substantially complete its Work on the Project within 28 days (excluding Sundays) after issuance of the City's Notice to Proceed.

Time is of the essence in completing the Project. If Contractor does not timely complete the Project within the time specified for it, the Contractor agrees that the City may deduct the amount below from any monies that are otherwise payable to the Contractor under the Contract:

\$350.00 per day until Project is substantially complete.

(the above amount being collectively referred herein as "Liquidated Damages"). The Contractor and City agree that calculating the actual damages that will flow from Contractor's failure to timely complete the Project would be difficult to estimate or prove. Therefore, the parties agree that the above Liquidated Damages amount (a) is designed to compensate the City for the Contractor's failure to timely perform the Project, (b) is not punitive or intended as punishment, and (c) is intended to compensate the City for its inconvenience and the increased time in administering the Contract, supervision, inspection and engineering which is required for any operation or phase of the Project that is not completed within the time contemplated. Moreover, if the City permits the Contractor to continue and finish work on the Project (or any part of it) after the time for performance has expired,

2019-101

the performance of that delayed work will not waive, diminish or impact the City's rights under the contemplated contract to deduct Liquidated Damages

The City agrees that, if Contractor is unable to complete the Project by the intended completion date because of unforeseeable events or matters that are beyond its reasonable control and that do not result from its negligence (for example, strikes, shortages of material, governmental preemption in connection with a national emergency and Acts of God), the time for completing the Project may be extended by the length of time equal to the duration of any such events matter. Such extensions of time shall be considered only when submitted to the City Project Representative in writing within three (3) days from and after the time when any such alleged cause of delay shall occur.

F. **Permitted Work Hours.** Subject to approval of the City Manager, after Contractor commences operations at the Project Site, Contractor may perform operations there from 7:00 A.M. through 9:00 P.M. seven days a week. The City Project Representative will arrange for access to the Site during these work periods.

F. **Payment.** Upon successful completion and acceptance of the Work by the City Project Representative, Contractor may submit an invoice for the total amount of the Price. Thereafter, the City will remit payment for that invoice within fifteen (15) days after its receipt. The City's payment of that invoice will fully compensate Contractor for all of the following: furnishing all products, materials, goods, and ancillary items required by the Contract; performing all labor, work and services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of its responsibilities under the Contract; for all risks of profit or loss it incurs with connection with performing or entering the Contract; and for completing and performing its obligations, responsibilities and operations contemplated in these Specifications, the Bidder Information Documents and the Contract.

G. **Other Conditions for Contractor Operations.** Contractor agrees, acknowledges and represents each of the following with respect to its performance of Work, its operations at Project Site or its performance of its other responsibilities in the Contract:

- (i) **Compliance with Laws.** Contractor shall, at all times, observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect or apply to the performance of the Work or services, including, but not limited to, all laws and regulations governing the employment of labor, the payment of wages or benefits to its personnel for services they perform, intended to protect workers and intended to protect the environment or public health.
- (ii) **Licenses/Permits.** At its expense, Contractor shall procure and maintain throughout the Contract all federal, state or local governmental licenses and authorizations and permits required to perform the Work, and provide all notices necessary and incident to lawful performance of the services.
- (iii) **License to Enter Project Site.** During the course of performing the Work, the City grants Contractor a license to enter, temporarily occupy and utilize those parts of the Work site as reasonably needed to perform its services. Contractor agrees as follows with respect to this license:

(a) It will not block or restrict traffic over any roads or ways;

(b) It is responsible for any damage to persons or property owned by the City or third parties resulting from any negligent act, omission or misconduct by its employees, personnel or other representatives in performing the Work, including, but not limited to, damage occurring in the operation of Contractor vehicles on or about any City property or theft of property; and

(c) **Guidelines for Contractors.** The Work Site is owned by the City of Mountain Brook Board of Education. Contractor shall comply with the following requirements that apply to all vendors and their personnel who perform work or services on or about School Board facilities:

- NO Weapons on school grounds.
- NO illegal substances on school grounds.
- NO smoking on school grounds.
- Contractor personnel shall wear visible identification at all times.
- Contract or communication with students shall be avoided or conducted to a strict, non-casual basis to perform the Work.
- Appropriate language shall be used at all times.
- If any Contractor personnel are to enter a School Board building, cell phones shall be placed on silent/vibrate mode while inside schools in any areas where instruction is in progress.
- Contractor personnel shall maintain a clean and neat appearance.

(iv) Contractor will continuously and diligently perform the Work and its operations in such order and manner to complete them in a safe, good, workable and timely manner. Contractor will commit sufficient personnel, equipment, supplies and other resources to adhere to the Contract or Project schedule.

(v) Contractor exclusively will be responsible for training and supervising all of its personnel, and take necessary actions to ensure that its workmen have sufficient skill and experience to properly perform the Work assigned to them.

(vi) **Safety.** The Contractor exclusively is responsible for the safety of its employees, personnel, or other representatives while any of them are performing services or operations on or about the Work Site, and for supervising all of those persons while they perform services.

(vii) **Inspection/No Representations about Work Sites.** Contractor agrees that, before its employees, workers or authorized subcontractors perform any services on the Work Site, it (a) will inspect each such Work Site, (b) has the sole responsibility to

identify any condition or hazard therein that will prevent it or any of its personnel from safely performing the services on that property, and (c) it and its personnel are responsible for performing its services in a safe manner that does not put at risk the safety of other persons or endanger property. The City makes no representation as to the condition of any Work Site, whether any Work Site contains any latent or patent defects, or whether the Site is otherwise fit and safe for the Contractor's operations or the performance of its services.

(viii) **No Subcontracting or Assignment without Consent.** Without the written consent of the City, which may be withheld for any reason, the Contractor may not retain or subcontract with another entity to assist the Contractor to perform the services and/or its obligations in this Contract. If a subcontractor is approved and performs work contemplated by this Contract, the Contractor shall remain responsible to the City for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any services or work performed by a subcontractor shall be considered as having been rendered by the Contractor and directly provided by it.

Further, the Contractor may not assign this Contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the City, which approval will not be withheld for good reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

(ix) The City has no responsibility to safeguard, provide watchman services or insure any goods, products, tools or equipment that Contractor may place or leave on or about the Work Site during the course of its Work.

1. Other Contract Terms & Conditions.

(i) **Contract/Contract Documents.** As used herein, the term "Contract" refers to the agreement between the City and the successful Contractor for the performance of its obligations. The Contract includes all of the following documents: the Invitation for Bid; Specifications and other provisions in the Bidder Information Documents (including, without limitation, Exhibit A - Contractor Bid Response Form, Exhibit B - Bidder Qualification Form, Exhibit C - Project Specifications, collectively the "Contract Documents"). These Contract Documents comprise the entire Contract regarding the subject matter herein, and any prior negotiation, discussion, understanding or matter not reflected in them is merged herein and of no effect.

(ii) **Verification of Participation in E-Verify Program/Immigration Law Compliance.** As a condition of the award, Contractor agrees that it must furnish the City evidence verifying that it is participating in the E-Verify Program contemplated in the *Brewer-Hammett Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-515 (H. B. 56), as amended (the "Act").

Further, Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ as "unauthorized alien," as defined by the Act, and that, during the performance of this contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by ensuring that such contractors are in compliance with the Act with respect to their participation in the E-Verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the services at the Work Site and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any terms of this paragraph, the Contractor 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 comply with obligations contained in this provision.

(h) Any forbearance or delay on the part of the City in enforcing any of its rights under this Contract shall not be construed as a waiver of those rights. No term of this Contract shall be waived by the City unless expressly waived in writing.

(i) **Applicable Law.** The meaning, legal effect, and construction of terms and provisions of the Contract and the resolution of any dispute arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable contract law principles.

(j) **Permit on Ala. Code § 41-16-5 (1975).** Contractor represents and agrees that, by entering this Contract, it is not currently engaged in, nor will it engage in, any business of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

(k) **Insurance.** Contractor shall maintain the following types of insurance for the duration of this Contract and for terms not less than stated below:

- (a) **Comprehensive General Liability.** The Contractor shall cover all operations performed by or on behalf of the Contractor, shall include completed operations and contractual liability coverage, and shall have limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence. The insurance shall cover liability for damages to third persons for personal injury, death and property damage, and also shall extend to damage, destruction and injury to

property and persons owned by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative, in performing the services and work contemplated in the Contract.

(b) **Automobile Liability.** This insurance shall cover owned and rented vehicles operated by the Contractor with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage.

(c) **Workers' Compensation:** As required by statute; and

(d) **Employer's Liability Coverage** with limits of \$150,000 per occurrence.

All required insurance shall be provided through a policy(ies) issued by a company(ies) qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Board. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein. Except for the Workers' Compensation coverage, all coverage shall contain endorsements naming the City of Mountain Brook and City of Mountain Brook Board of Education as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of services hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsement(s) (including the additional insured endorsement(s)) evidencing compliance with the requirements in this section.

(vii) **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless the City of Mountain Brook, Alabama and the City of Mountain Brook Board of Education (and their respective agents, employees and officials (hereinafter the "Indemnitees")) from and against loss and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorney's fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damage) collectively known as "Claims") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereinafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following: (i) any failure by Contractor to perform its obligations under this Contract; (ii) any condition on or about the Work Site that the Contractor or any Contractor Representative may cause or exacerbate in performing their services and operations; and (iii) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform their services and work. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees

for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(viii) **Project Representative/Notice.** The City and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Project Representative(s) who will be their primary contact(s) for regular communications concerning the operations contemplated herein, and have authority to make timely decisions on the administration of the Contract. The Project Representative appointed by Contractor must continuously be available during days and times when Contractor is installing equipment or performing other operations at the Work Site.

Any notices required herein shall be directed to the respective Project Representative designated by a party. Any notice shall be sufficiently furnished when given in writing and sent to the appropriate Project Representative(s) via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

(ix) **Independent Contractor.** Contractor is an independent contractor of the City. This Contract does not create any partnership, joint venture, principal-agent or employer-employee relationship between the Contractor and the City or between any personnel that the Contractor engages to perform services at the Work Site. The Board retains no control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its services or work.

Further, the Contractor shall establish and pay each of its employees, workers or subcontractors the wages, benefits, and any other compensation owed them with respect to their services. No workers or other person engaged by the Contractor are eligible to receive any benefits provided by the City to its employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes and applicable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws.

(x) The Contract is made only for the benefit of the City and the Contractor. It is not intended, nor shall it be construed, to grant or become any benefit, right or privilege to any third party.

(xi) The Contract may be amended or modified only by written instrument signed by both parties.

(xii) **Enactment of Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS CONTRACT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION

OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MUNICIPAL AUTHORITIES THAT THE CONTRACTOR MAY RELY UPON FROM THE BOARD AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACT OF DIRECT DAMAGES ARISING FROM THE CITY'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND RAN ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANT OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUE) OR FOR INCREASED COST OF OPERATIONS ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS CONTRACT BY THE CITY.

(iii) **Contractors of Certain Types.** No person shall be awarded the terms of this Contract if determined to be a contractor who is prohibited by the terms of the laws of the State of Alabama.

(iv) **Dispute Resolution.** The Project Representatives will use their good faith efforts to resolve any dispute or claim by mutual agreement, before resorting to the arbitration or failure to perform that resolution shall constitute a breach of this Agreement. A "Dispute" is the extent that these Representatives are unable to amicably resolve a Dispute, it will be escalated to the nearest manager official level of each party for consideration. If this Dispute cannot be resolved at the senior official level, either party may request consideration of this Dispute.

(v) If no provision of this Contract is held to be an illegal, unenforceable or otherwise void or unenforceable provision, the remaining provisions of this Contract shall remain in full force and effect.

**III. PRE-BID INQUIRIES - INSPECTION OF WORK SITE/ADDENDA**  
Questions about the Project Specifications or other bid processes should be emailed to Shania Williams, Superintendent of Parks and Recreation, 205-982-1879 or shaniawilliams@mtbr.org no later than 10:15 AM on 7/22/2019. Mr. Williams will accept responses to those inquiries by the following day. These responses, and any Addenda to the Bidder Information Documents including the Specifications that are issued by the City will be incorporated into and become part of the Specifications.

In addition, interested contractors may schedule an inspection of the Work Site up to July 22, 2019 by contacting Mr. Williams.

**IV. MINIMUM QUALIFICATION REQUIREMENTS FOR CONTRACTOR & REQUIREMENTS**

The City will only consider bids from contractors, and award the Contract to a Contractor that meets the following requirements:

- a. The successful Contractor must provide evidence that it has at least a five (5) years' experience performing commercial projects like those contemplated in the Contract. Information concerning the satisfaction of this qualification must be provided on Exhibit B (the "Bidder Qualification Form").
- b. The successful Contractor must provide affirmation indicating that, during the last five (5) years, your firm has performed a project like that requested in the Contract for at least three (3) institutions, businesses or enterprises other than the City. Information related to these contracts and service arrangements must be provided in connection with Exhibit B (the "Bidder Qualification Form").
- c. The Contractor must possess or furnish all the following: (i) a General Contractor License issued by the State of Alabama; and (ii) all business licenses needed to perform the Contract.
- d. No later than five (5) days following the award, the Contractor must furnish a certificate(s) or other evidence indicating that it has complied with its insurance requirements set forth in the Specifications.
- e. If awarded the Contract, within five (5) days after the award the Contractor must submit to the Board a Performance Bond in the amount of its bid and a Labor & Material Bond for half that amount. Bonds furnished by the Contractor must be issued by a surety that is reasonably acceptable to the City and qualified to do business in Alabama.
- f. Contractor must furnish the E-Verify/Immigration documentation required in the Project Requirements.

**V. PROCESS FOR AWARD OF CONTRACT**

- 1. The City will award the contemplated contract to a responsive and responsible contractor who meets the minimum requirements and submits the lowest bid.
- 2. The City reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed a previous contract or subcontract for the City or for other similarly situated customers that is of a nature like that contemplated in this Bid.
- 3. In determining the contractor to whom to make the award, the City also reserves the rights to:
  - (a) reject the proposal of any contractor who cannot demonstrate to the satisfaction of the City its financial assets and perform the Contract requirements;

(c) reject the proposal of any bidder who is in arrears or in default to the City upon any prior contract transaction.

(d) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials; and

(f) reject any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omission, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The City also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.

4. After the Bid opening, the City may request a period of up to five (5) days to review the submissions. During this period the City may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.

5. The City anticipates that it will make the award to the successful Contractor at its next City Council meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.

6. If any bid bonds or other security accompanying the bids is required here, as soon as the bids have been compared, the City, at its discretion, may return those bonds or that security from those contractors which, in the City's judgment, are not likely to be considered for the award.

7. After making the award, the City will require that the successful Contractor satisfy any outstanding conditions of the award (including provision of insurance certificates evidencing compliance with insurance requirements and furnishing the required Performance & Labor & Material Bonds) within five (5) days after date of notice of the award. If the successful Contractor fails to take those actions, it shall be considered to have abandoned its proposal; its bid shall be deemed to have been withdrawn; and the amount of the bid bond or other bid security shall be forfeited to the Board as fixed and agreed damages. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

**VI. INSTRUCTIONS FOR SUBMITTING BIDS**

- 1. To be considered for the award, an interested contractor must submit its bid no later than July 18, 2019 at 2:00 p.m. The contractor is responsible for following, making or making arrangements so that its bid is actually received on or before that time at the following address: City of Mountain Brook - City Hall, 56 Church Street, Mt. Brook, Alabama 35113-3700- ATTN: City Manager.
- 2. Bids and other materials submitted should be typewritten or in ink. Bids submitted in pencil or hand-drawn will not be accepted.
- 3. On the envelope containing its bid, the bidder shall clearly mark "SEALED BID - OPEN ONLY AT BID OPENING FOR BID # 2019-0015-01 - CONSTRUCT RETAINING WALLS AT HIGH SCHOOL ATHLETIC COMPLEX" and state the timestamp of the bid opening.

- 4. Bids shall be entered on the Contractor Bid Response Form that is attached as Exhibit A.
- 5. In preparing its bid, Contractor should consider that the City is exempt from Federal Excise Tax, see State Sales or Use Taxes.
- 6. Each bidder must complete and return the following with its bid:
  - (a) the original and two copies of the fully completed, signed and notarized Contractor Bid Response Form (see Exhibit A);
  - (b) the original and two (2) copies of the fully completed, signed and notarized Bidder Affidavit and Warranty; this document is attached to Exhibit A;
  - (c) two (2) copies of the signed and notarized Bidder Qualification Form for this Bid, which Form is attached as Exhibit B; and
  - (d) a Bid Bond, certified check payable to the City or other security in its favor in the amount of \$10,000 or 5% of its bid, whichever is less, as security for the bid if the award is made to it.
- 7. Bidders should state any exceptions to the Specifications or other requirements in the Bidder Information Documents on a separate sheet and attach that sheet to your bid response.
- 8. Bids may not be withdrawn after submission without the consent of the City, or except as allowed by applicable law.

VII. CONTRACT

After the award the City will not ask the successful Contractor to execute any particular form of agreement. In accepting the award, the successful Contractor agrees to perform its obligations pursuant to the Contract and these Bidder Information Documents. Unless expressly agreed by the City in writing, no terms, conditions or language that Contractor includes with its bid, invoices or other writing is subject to the Board with respect to performance of its Project or obligations under this Bid shall be effective or modify those in the Contract.

EXHIBIT A - CONTRACTOR BID RESPONSE FORM

Below is the firm bid by the undersigned to perform all its obligations of the Contract for BID # 2019-0625-023. The undersigned submits this Form in response to the Invitation for Bids for the subject Contract. The City may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other requirements for the award of the contemplated Contract, and, except as may be listed below, agrees to perform the Contract in accordance with these Specifications, the Project Requirements and all other requirements in the Bidder Information Documents.

Lump Sum Bid to Construct Project \$ \_\_\_\_\_

Name of Firm or Company Submitting Bid \_\_\_\_\_ Date of Bid \_\_\_\_\_

Bidder Firm Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Web Site of Bidder \_\_\_\_\_

Printed Name Representative Executing for Bidder \_\_\_\_\_ Cell Ph. # Bidder Contact \_\_\_\_\_

Signature of Bidder Representative \_\_\_\_\_ Office Ph. # Bidder Contact \_\_\_\_\_

Title \_\_\_\_\_ Email Address Bidder Rep \_\_\_\_\_

This Bid Response must be notarized.

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

NOTES:

- (1) Please state any Exceptions to the Specifications or other requirements in the Bidder Information Documents on a separate sheet and attach that sheet to your Bid Response.
- (2) In addition to completing the Contractor Bid Response Form, bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Response.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with BID # 2019-0625-023:

- (a) it has not colluded with any other bidder;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the City (whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered in or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the City may rely on information submitted in awarding the subject Contract.

Name of Firm or Company Submitting Bid \_\_\_\_\_

By: \_\_\_\_\_ Signature of Bidder Representative

Printed Name: \_\_\_\_\_

Its \_\_\_\_\_ Title \_\_\_\_\_

Dear \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

EXHIBIT B - BIDDER QUALIFICATION FORM  
BID # 2019-0625-023

PLEASE COMPLETE AND RETURN THIS FORM WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBERED ITEM TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

1. Name of Business: \_\_\_\_\_  
Principal Business Address: \_\_\_\_\_

2. Business Contact(s)  
Name: \_\_\_\_\_  
Title or Position with Company: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Street Mailing Address of Contact: \_\_\_\_\_

3. Business History  
(a) How many years has your organization been in business? \_\_\_\_\_  
(b) How many years has your organization operated under its present business name? \_\_\_\_\_

4. General Experience. On a separate sheet, furnish evidence that your firm has had at least five (5) years' experience performing commercial projects like those contemplated in the Contract. Describe these experiences in detail.

5. Similar Contracts. Below provide information evidencing that, during the last five (5) years, your firm has performed a project like that requested in the Contract for at least three (3) institutions, businesses or consumers other than the City. As to each of these other customers, please state the information requested below:

- (a) Name and address of the customer with whom you contracted or had similar service arrangement.
- (b) Name of a reference & contact information for each such customer.
- (c) Detail the nature of your contract or service arrangement, including, but not limited to, type and quantities of services furnished, and
- (d) The date(s) of such contracts or service arrangements.

6. Licensing. List and attach hereto copies of all licenses that your organization currently holds that authorize it to perform the Contract. Please include your State of Alabama General Contractor License, and any business licenses.

7. Insurance. If available at this time, please attach a certificate issued by your current insurance carrier(s) indicating the existence and limits of your Comprehensive General Liability (including completed operations and contractual liability coverage), Automobile Liability, Worker's Compensation and Employer Liability coverage that is required in the Specifications.

8. Key Personnel. Identify all key personnel in your organization that your firm will assign to perform its responsibilities to the Board under the Contract, including, but not limited to, the person who will have that primary supervisory function. List each person's name, title, years of experience, and any other qualifications for such persons that are relevant to performing the Contract.

9. Subcontractors. If your firm is awarded the Contract, do you intend to subcontract any of your responsibilities under the Contract to third parties? Yes \_\_\_ No \_\_\_. If your answer is in the affirmative, please state the following:

(a) What functions or services will be performed by subcontractors?  
\_\_\_\_\_  
\_\_\_\_\_

(b) State what percent of all labor operations needed to perform the contemplated Contract will be performed by your own employees and by subcontractors?  
\_\_\_\_\_% performed by your employees \_\_\_\_% performed by subcontractors

(c) As to each subcontractor that you intend to utilize to perform Service, please list below each subcontractor's name, type of work or services it will perform, years of experience, and any other qualifications that are relevant to it performing your obligations under the Contract.  
\_\_\_\_\_  
\_\_\_\_\_

10. Claims History

(a) Within the last five (5) years, has your firm, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.) Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer? Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Within the last five (5) years, have any of your clients or customers formally declared your organization in default or contended that it had breached a material obligation in any agreement to provide services? Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(d) Has your organization ever failed to complete any work or contract awarded to it?  
 Yes \_\_\_ No \_\_\_ If yes, please provide all details related to such matter.

\_\_\_\_\_

\_\_\_\_\_

(e) Are there any judgments or arbitration awards against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied? Yes \_\_\_ No \_\_\_ If yes, please provide all details related to such matter.

\_\_\_\_\_

\_\_\_\_\_

(f) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.)  
 Yes \_\_\_ No \_\_\_ If yes, please provide all details related to such matter.

\_\_\_\_\_

\_\_\_\_\_

(Certification Page Follows)

**CERTIFICATION**

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

Name of Bidder: \_\_\_\_\_  
 (Type or Print)

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

Its: \_\_\_\_\_  
 Title Authorized Representative

Sworn to and subscribed before me on this \_\_\_ day of \_\_\_\_\_, 2019.

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

**EXHIBIT C - PROJECT SPECIFICATIONS**

Also See Separately Attached Documents

- The site plan
- Engineered plan from Geoslope
- Supplemental plans from Geoslope on Sleeves for Fence posts

**Scope of Work:**

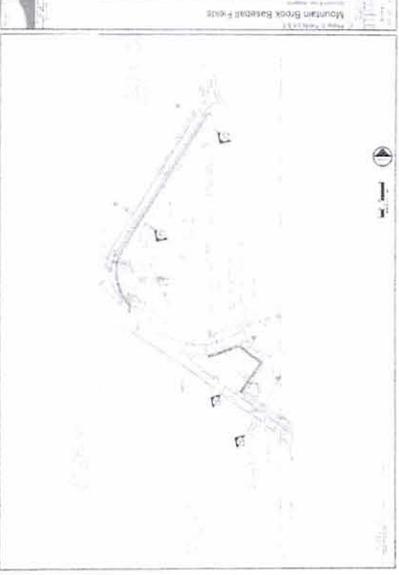
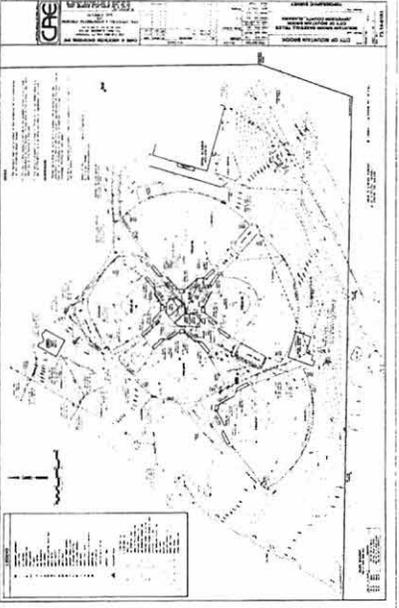
- There are two walls to be built
  - One that is approximately 264.11' as shown on Plan A -- 2 ft. to -4 ft. high
  - One that is approximately 113.11' as shown on Plan A -- 4 ft. high (Plan Area)

\*\*The one that is approximately 113.11' as shown on Plan B has been removed from the project-do NOT bid this wall.

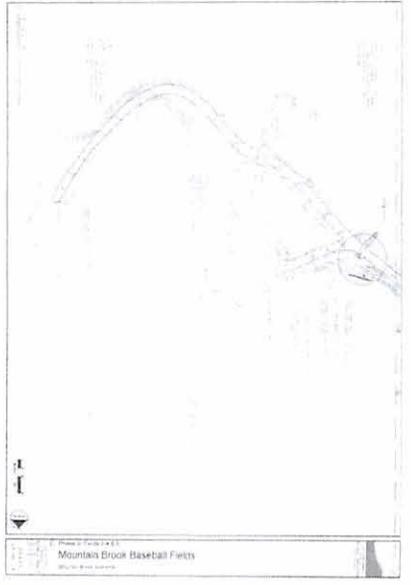
- Blocks:
  - "Concrete"
  - 4" high "landscape" blocks with straight edge
  - Color Application Method



- The some and other materials needed for the construction of the footings and walls will need to be provided by the contractor.
- The fencing along the top edge of the walls will be provided by a third party. Sleeves for the fence posts should be provided by the contractor and installed as specified on the supplemental plans. The sleeves should be evenly spaced, approximately 8 feet apart, but no more than 4 feet apart. There will be approximately 40 sleeves.
- A 10 inch PVC or similar wall ADS drain pipe will need to be provided and installed on the upper end of the long retaining wall as shown on the site plan. It should quit to grade and line up with the existing drain located by the herring edges. The grate at the top will be provided and finished by others.
- A 4 inch diameter perforated pipe should run continuous at the base of the wall.
- In the area around the second retaining wall between Fencible 3 & 4, the asphalt drive will be saw cut and a third party will set a 10 inch diameter pipe in this area that will run under the wall.
- Both areas should be rough graded and ready for the retaining wall work to begin. We are expecting minimal prep work needed by the retaining wall contractor, but some detailed grading may be necessary. We can provide start and stop points.
- The third party grading contractor will be available to assist in backfilling with soil.



**APPENDIX 7**





Project: Mountain Brook Baseball Fields (Plan - 1) Mountain Brook, AL

Client: Geotek

Name: Mountain Brook Baseball Fields

Site: Mountain Brook, AL

Created: 5/30/2019

Designer: Carl Dorn - RFA

Modified: 5/30/2019

Standard: National Concrete Masonry Association 3rd Edition

Notes:
 

- 1. See facing quantity for details on facing for each section and for each section.
- 2. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.
- 3. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.
- 4. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.

Quantities

Wall	Facing	Height (ft)	Area (sq ft)	Volume (cu yd)
REINFORCED CONCRETE	4" x 12" x 12"	253	17	132
REINFORCED CONCRETE	4" x 12" x 12"	113	6	79
<b>Total</b>		366	23	211

Reinforcement	SP18	SP18 W/	Geogrid
REINFORCED CONCRETE	12	12	12
REINFORCED CONCRETE	0	0	0
<b>Total</b>	12	12	12

Approved by Vepra

Professional Engineer No. 32428

Project: Mountain Brook Baseball Fields (Plan - 1) Mountain Brook, AL

Client: Geotek

Name: Mountain Brook Baseball Fields

Site: Mountain Brook, AL

Created: 5/30/2019

Designer: Carl Dorn - RFA

Modified: 5/30/2019

Standard: National Concrete Masonry Association 3rd Edition

Notes:
 

- 1. See facing quantity for details on facing for each section and for each section.
- 2. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.
- 3. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.
- 4. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.

Quantities

Wall	Facing	Height (ft)	Area (sq ft)	Volume (cu yd)
REINFORCED CONCRETE	4" x 12" x 12"	253	17	132
REINFORCED CONCRETE	4" x 12" x 12"	113	6	79
<b>Total</b>		366	23	211

Reinforcement	SP18	SP18 W/	Geogrid
REINFORCED CONCRETE	12	12	12
REINFORCED CONCRETE	0	0	0
<b>Total</b>	12	12	12

Approved by Vepra

Professional Engineer No. 32428

Project: Mountain Brook Baseball Fields

Site: Mountain Brook, AL  
Date: 5/30/2019  
Wall: MBBBFMBAL-Wall1



GeoStone Retaining Wall Systems, Inc.

P.O. Box 325  
Westover, AL 35185



Project: Mountain Brook Baseball Fields (Plan - 1) Mountain Brook, AL

Client: Geotek

Name: Mountain Brook Baseball Fields

Site: Mountain Brook, AL

Created: 5/30/2019

Designer: Carl Dorn - RFA

Modified: 5/30/2019

Standard: National Concrete Masonry Association 3rd Edition

Notes:
 

- 1. See facing quantity for details on facing for each section and for each section.
- 2. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.
- 3. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.
- 4. Reinforcement shall be placed in accordance with the design drawings and the design drawings shall be placed in accordance with the design drawings.

Quantities

Wall	Facing	Height (ft)	Area (sq ft)	Volume (cu yd)
REINFORCED CONCRETE	4" x 12" x 12"	253	17	132
REINFORCED CONCRETE	4" x 12" x 12"	113	6	79
<b>Total</b>		366	23	211

Reinforcement	SP18	SP18 W/	Geogrid
REINFORCED CONCRETE	12	12	12
REINFORCED CONCRETE	0	0	0
<b>Total</b>	12	12	12

Approved by Vepra

Professional Engineer No. 32428

APPENDIX 7









Small text at top left of page 18, including "Nowly Public" and "Commission Expiration Date".



My Comm. Expires  
January 22, 2021

EXHIBIT B - BIDDER QUALIFICATION FORM  
BD # 2319-023-023

PLEASE COMPLETE AND RETURN THIS FORM WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED FOR YOUR RESPONSES, PLEASE STATE THAT INFORMATION ON SHEETS THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBERED ITEM TO WHICH THE ADDITIONAL INFORMATION CORRESPONDS.

- 1. Name of Business: Mario-Ebes Bridge Company, Inc.
Principal Business Address: 609 South 32th Street, Irondale, AL 33110
2. Business Contact(s):
Name: Charles (Bill) W. Ebes
Title or Position with Company: Superintendent
Day Phone: 205 354 2519
Email: charles@cmbridge.com
Street Mailing Address of Contact: 609 South 32th Street, Irondale, AL 33110
3. Business History
(a) How many years has your organization been in business? 50 yrs
(b) How many years has your organization operated under its present business name? 50 yrs
4. General Experience. On a separate sheet, furnish evidence that your firm has had at least five (5) years' experience performing commercial projects the scope contemplated in the Contract. Describe these experiences in detail.
5. Similar Contracts. Below provide information evidencing that, during the last five (5) years, your firm has performed a project like that requested in the Contract for at least three (3) institutions, businesses or enterprises other than the City. As to each of these other customers, please state the information requested below:
(a) Name and address of the customer with whom you contracted or had similar service arrangement;
(b) Name of a reference & contact information for each such customer;
(c) Detail the nature of your contract or service arrangement, including, but not limited to, type and quantities of services furnished; and
(d) The date(s) of such contracts or service arrangements.

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6. Licensing. List and attach hereto copies of all licenses that your organization currently holds that authorize it to perform the Contract. Please include your State of Alabama General Contractor License, and any business licenses.
Please See Attached State Licenses

7. Insurance. If available at the time, please attach a certificate issued by your current insurance carrier(s) indicating the existence and limits of your Comprehensive General Liability (including completed operations and contractual liability coverage), Automobile Liability, Workers' Compensation and Employer Liability coverage that is required in the Specifications.

8. Key Personnel. Identify all key personnel in your organization that your firm will assign to perform its responsibilities to the Board under the Contract, including, but not limited to, the person who will have that primary supervisory function. List each person's name, title, years of experience, and any other qualifications for such persons that are relevant to performing the Contract.
Please See Attached Resumes

9. Subcontractors. If your firm is awarded the Contract, do you intend to subcontract any of your responsibilities under the Contract to third parties? Yes  No 
If your answer is in the affirmative, please state the following:

(a) What functions or services will be performed by subcontractors?
TBD

(b) State what percent of all labor operations needed to perform the contemplated Contract will be performed by your own employees and by any subcontractors?

15% performed by your employees 65% performed by subcontractors

18

(d) As to each subcontractor that you intend to utilize to perform Services, please list below each subcontractor's name, type of work or services it will perform, years of experience, and any other qualifications that are relevant to it performing your obligations under the Contract.

TBD

18. Claims History

(a) Within the last five (5) years, has your firm, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.) Yes  No

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

Blank lines for claim resolution details.

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer? Yes  No

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

Blank lines for contract resolution details.

(c) Within the last five (5) years, have any of your clients or customers formally declared your organization in default or contended that it has breached a material obligation in any agreement to provide services? Yes  No

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

Blank lines for project resolution details.

(d) Has your organization ever failed to complete any work or contract awarded to it? Yes  No . If yes, please provide all details related to such matter.

Blank lines for contract completion details.

20

(e) Are there any judgments or arbitration awards against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied? Yes  No . If yes, please provide all details related to such matter.

Blank lines for litigation/arbitration details.

(f) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a services contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.) Yes  No . If yes, please provide all details related to such matter.

Blank lines for contract completion details.

(Certification Page Follows)

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**CERTIFICATION**

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

Name of Bidder: Morris-Shea Bridge Co., Inc.  
 (Type of Firm)

Charles W. Shea By [Signature]  
 Signature

[Signature]  
 Representative

Sworn to and subscribed before me on this 16<sup>th</sup> day of July, 2019.

[Signature]  
 Notary Public

1866 Authorized

COMMISSION EXPIRES DATE



**Morris-Shea Bridge Company, Inc.**  
 609 South 20th Street  
 Ironville, Alabama 35010-2625  
 Main: (205) 856-9518 | Fax: (205) 856-9579  
 www.morris-shea.com

- November 13, 2017
- RE: Morris Shea - Pile Project Experience & Reference List
- Gentlemen,
- Below is a partial list of previous Morris Shea DeWail Pile projects experience and reference is detailed below for your use and file.
- Ivan Van Der Wal at CB&I (Site Construction Manager for Cameron LNG); 18,000 DeWail Piles for a new LNG Export Terminal. 1 to 1 substitution for 18" x 18" precast piles. Contract amount of \$67,829,785.00. Email: ivan.vanderwal@cbi.com
  - Chef Lloyd at Zachry (Project Executive for CB&I/Zachry Joint Venture); 31,500 DeWail Piles as a 1 to 1 replacement for 18" x 110" precast piles for Freeport, TX LNG project. Contract amount \$65,761,565.61. Phone: (281) 344-7325 | Email: lloyd@zch.com
  - Heath Monroel at CB&I (Senior Superintendent / Area Manager); 2,500 DeWail piles in Ingleside, TX for ingoleside Shipyard. The original design was for 18 to 24" diameter augercast piles. We offered a VE proposal for DeWail piles using equal capacities. The DeWail piles were 16" diameter. Two rigs installed an average of 30 piles per day each. Contract amount of \$4,878,883.00. Phone: (713) 803-2878 (mobile) | Email: hmonroel@cbi.com
  - Rodney Dabel at Chertex (Senior Construction Manager for Chertex Sabine Pass); 1 to 1 DeWail Pile substitution for CFA piles for the XOLP equipment pile in Sabine Pass, LA. Contract amount \$794,075.01. Phone: (713) 210-9494 | Email: Rodney.dabel@chertex.com
  - John Kataly at C.W. Driver (PM); 1,200 DeWail piles on a nursing home in Playa Vista, CA called "Lighthouse at Ocean". We offered a DeWail pile alternate to a precast concrete pile since the DeWail piles were installed at the same pile count and capacities. Contract amount of \$2,404,060.00. Phone: (424) 702-9526 | Email: jkataly@cwdriver.com
  - Rodrigo Camero - (M&D Reens, Corpus Christi, TX); 7,000 DeWail Piles for construction of a new Practice Field as a 1 to 1 replacement for precast piles. Contract amount of \$10,571,784.00. Email: Rodrigo.camero@supcon.com
  - James Auguey at Austin-Sundt J.V.; 2,800 DeWail piles installed for a new parking garage at the San Diego International Airport as a VE for 18" x 17" augercast piles. DeWail piles were installed at the same pile count and capacity as the base bid, but the DeWail piles were 16" x 50" due to the higher load bearing capacity. Contract amount of \$8,292,780.00. Phone: (623) 303-0281 (mobile) | Email: james.auguey@supcon.com
  - Tom Thrasher at Babson-Cook (PM); 3 phases of DeWail piles in Florio, CA for Mitsubishi Power Systems Original design was augercast. We offered a value engineered proposal and took the risk on DeWail piles. Pile count and capacity was the same as the base bid. Phone: (654) 933-2223 (mobile) | Email: TomThrasher@babsoncook.com
  - Tom Uram at Walsh (PM); 2 projects in Norfolk, VA for DeWail piles - the original design was precast driven piles and we value engineered and took the risk on DeWail piles - the contract project had noise ordinance where precast were to be driven at night and we got them to agree to be set out during day since DeWail pile system very quiet. Pile count & capacity remained the same. Phone: (470) 815-0268 (mobile) | Email: UramTom@walshcorp.com
  - Julia Tomella at Bacard Corp. (construction manager for Bacard); This project was in San Juan for new landing facilities, this was our first job for Bacard and it went very well; we engineered the DeWail piles and took the risk, everything else in that plot had been driven precast piles.

previously. Pile count and capacity remained the same as the base bid. Contract amount of \$603,771.00. Phone: (717) 802-9479 (mobile) | Email: jtomella@bacard.com

- Antonio Fulani, Sr. at F&B Group (lead owner); multiple DeWail projects in PR. All were VE proposals that substituted DeWail piles in place of base bid precast or augercast piles using the same pile count and capacity. Phone: (787) 750-7010 (office)
- Paul Laverge and Franck Bichard with CB Construction (owner of company); multiple DeWail jobs in PR. All were VE proposals that substituted DeWail piles in place of base bid precast or augercast piles using the same pile count and capacity. Email: paul@cbconstruction.com #88@cbconstruction.com

- Additional References -
- From our California DeWail Projects:
- Mike Reeder: Principal, Group Delta (Geotechnical) Consultants. Phone: (210) 320-0100 | Email: mike@groupdelta.com
  - Derek Freytheaus: VP, Playa Vista Development (Developer). Phone: (310) 448-4582 | Email: derek@fretheaus.com
  - Paul Williams: Linear Properties (Owner), VP. Phone: (415) 218-2991 | Email: paul@linear.com
  - Robert HS. Patrow: (Structural Engineer) BDD Engineering. Phone: (714) 537-9324 | Email: rhp@bde.com
  - Steven Chapman, VP, MSC Consultants (Owner's Rep). Phone: (214) 704-8273 | Email: steven@mscinc.com
- Other Contractors:
- Nick Valette: U7real Constructors, PM for Mitsubishi Memphis. Phone: (901) 969-1488 | Email: valette@u7real.com
  - Robert Carver: Brasfield & Gorrie, Chief Estimator. Phone: (202) 714-1510 | Email: carver@brg.com
  - Randy Thompson: Babson-Cook, V.P. Phone: (604) 837-3162 | Email: rthompson@babsoncook.com
  - Dewayne Ahan: Project Manager for Praxair. Phone: (303) 646-2816 | Email: Dewayne.Ahan@praxair.com
  - Stan Hudson: Construction Manager Philip 68. Phone: (827) 750-1370 | Email: stan@j.hudson@68.com

I trust this is all that you need for now. Please feel free to contact me at your convenience if you need anything else.

Sincerely,

Richard Shea III  
 Vice President  
 Morris-Shea Bridge Company, Inc.  
 609 South 20th Street  
 Ironville, AL 35010

Company	State	License No.	Quarter	Rating	Exp/1000	2018 Reg/1000	Status	Expiration
MSB	Alabama	CC-48971	R, Shee II	Active	4002023	019-411	Active	4/20/2019
MSB	Alabama	CC-48971	R, Shee II	Active	1231214	1-1528263	Active	1/12/2019
MSB	Alabama	RCC-00066	R, Shee II	Active	5/31/2018	10016818	Active	5/31/2019
MSB	Alabama	006360814	R, Shee II	Active	5/31/2018	10016818	Active	5/31/2019
MSB	California	81074	R, Shee II	Active	779/2207	C227189	Active	11/30/2020
MSB	Colorado	24969	N/A	Active	8/31/019	2013102738	Active	4/24/2020
MSB	Florida	CC-134739	R, Shee II	Active	6/30/2019	78500001132	Active	5/1/2020
MSB	Georgia	CC-0420231	R, Shee II	Active	6/30/2019	1643741	Active	4/1/2019
MSB	Georgia	CC-0420231	R, Shee II	Active	6/30/2019		Active	
MSB	Illinois	C-24817	Morris Shea	Active	9/22/2018	3168871	Active	8/1/2019
MSB	Illinois	C-24818	Morris Shea	Active	9/22/2018	3168871	Active	8/1/2019
MSB	Illinois	C-24818	R, Shee II	Active	9/22/2018		Active	
MSB	Iowa	C12082	N/A	Active	1/13/2019		Active	4/5/2019
MSB	Kentucky	Not Required	N/A	Active	29002		Active	2/28/2019
MSB	Kentucky	Not Required	N/A	Active	29002		Active	8/15/2019
MSB	Louisiana	31117	Chris Shea	Active	3/1/2020	34230109	Active	3/1/2020
MSB	Massachusetts	Not Required	N/A	Active	7/30/0524		Active	4/15/2019
MSB	Massachusetts	4092-BC	R, Shee II	Active	8/29/2018	379277	Active	4/31/2019
MSB	Massachusetts	Not Required	N/A	Active	7/30/0524		Active	4/30/2019
MSB	Mississippi	Not Required	N/A	Active	10701389		Active	3/1/2019
MSB	Mississippi	Not Required	N/A	Active	10701389		Active	3/1/2019
MSB	Nevada	2463	R, Shee II	Active	12/31/2019	C19286-2001	Active	1/31/2019
MSB	Nevada	42845	R, Shee II	Active	12/31/2019	C19286-2001	Active	1/31/2019
MSB	Nevada	130244416	Active	12/31/2019			Active	
MSB	New Jersey	N/A	N/A	Active	400666020		Active	9/15/2019
MSB	New Mexico	365131	R, Shee II	Active	3/31/2022	4282780	Active	3/15/2020
MSB	New Mexico	365130	R, Shee II	Active	3/31/2020		Active	
MSB	North Carolina	Not Required for Sub.	N/A	Active	918863		Active	4/15/2019
MSB	Pennsylvania	Not Required	N/A	Active	3168264		Active	8/15/2021
SB	Puerto Rico	Not Required	N/A	Active	391754		Active	3/1/2020
MSB	Puerto Rico	Not Required	N/A	Active	11579		Active	3/1/2020
MSB	South Carolina	011280	R, Shee II	Active	10/31/0919		Active	3/15/2020
MSB	Tennessee	Not Required	N/A	Active	30744		Active	7/15/2019
MSB	Texas	Not Required	N/A	Active	830681684		Active	
S&T	Tennessee	8-8222(98)	N/A	Active			Active	
MSB	Utah	8811638-0551	R, Shee II	Active	11/30/2019	8705018-0143	Active	8/25/2019
MSB	Virginia	2708125144	R, Shee II	Active	8/30/2020	F174304-1	Active	8/25/2019
MSB	Washington	Moore82366	R, Shee II	Active	9/3/2020	82086344	Active	2/28/2020
MSB	West Virginia	UF00113562001	Active	8/30/2020			Active	8/30/2020

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MSB	Illinois	C-24817	Morris Shea	Active	9/22/2018	3168871	Active	8/1/2019
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APPENDIX 7



- Implementing of OSHA policy standards and procedures, related with the project team location of site development construction, responsible for the development and implementation of safety instruction programs to ensure compliance of regulatory requirements of safety programs.
- Established comprehensive ERM hazard analysis for determining specific risks, safety assessment schedule required to support project goals.
- Developed field and site work programs, objectives and goals to ensure with project construction schedule.
- Established environmental audits, shifting focus to support construction objectives.
- Established and monitored OSHA Construction Inspection Program (CIP).
- Conducted activities including training, communication, education, including but not limited to administering tests, assessing, identifying hazards, controlling engineering testing, maintaining communications with business objectives, implementing, establishing, testing, controlling engineering testing, maintaining communications with business objectives, implementing, establishing, testing, controlling engineering testing, maintaining communications with business objectives.
- Prepared and submitted Request for Proposal for subcontractor ERM and safety audits, provided subcontractor cost and site survey, ensure compliance with contractual documents.
- Working with local law enforcement to ensure management, monitoring, cleanup and emergency control.

**PROJECT RISK MANAGER**

- Working in conjunction with Liberty Hill Assets LLC Environmental Department for the Management Air Quality Control System Upgrade.
- Oversight during initial construction of facilities and construction test drive for permanent plant facilities.
- Conducting test drive of existing with Liberty Hill and subcontractors in conjunction with Texas Fossil Fuel Plant.
- Texas Fossil Fuel Plant ERM project specific programs and various communication strategies.
- Developing, implementing and monitoring project safety and health activities, the prevention, and injury risk assessment programs on the project, and established the safety and health response by using representatives, the medical services, and industrial hygiene and outside medical providers.
- Developing to related supervisory communication site training program.

**TRAINING AND DEVELOPMENT MANAGER AND ENVIRONMENTAL SAFETY & HEALTH SUPERVISOR**

- Safety Power Company, One Road, Greenwood Station, Okla, OK, US
- Developing and implementing site training procedures, including training needs for project activities and conducting periodic training sessions.
- Responsible for identifying regulatory needs for site development, including with ESM Manager in the development and implementation of new OSHA Programs and Procedures.
- Conducting Risk Assessments including investigations, assessment and implemented with client management and OSHA Hazard Assessment Elements Safety Committee, coordinating with government agencies, such as OSHA and established ESM the Manager's Weekly Safety Status Meetings.

**AREA MANAGER**

- Safety Power Company, Oklahoma, Oklahoma
- Responsible for development of the ESM's construction plan, staffing and oversight of field power construction projects in field America.
- Conducting safety training, education and exposure to site safety personnel.
- Coordinating and interacting with client safety.
- Conducting Risk Assessments including investigations for significant high risk activities, collaborating with Safety Power Business Development for proactive projects, including with client project management, implementing project testing, training, emergency activities.
- Working leading to project employees on Safety's Policies, Standards and Procedures and collaborating with government agencies and unions.

**PROJECT ENVIRONMENTAL, SAFETY & HEALTH MANAGER**

- Safety Power Company, Oklahoma Power Plant, Oklahoma, OK
- Working in conjunction with OPH Environmental Department for the outdoor testing evaluation and other large scale testing for field and site activities and safety activities.
- Conducting test drive of existing with Oklahoma Building Trades regarding Safety Power ESM project specific programs and various communication strategies.
- Developing, implementing and monitoring project safety and health activities, the prevention, and prevention programs on the project, and established the safety and health response by using representatives.

**PROJECT ENVIRONMENTAL, SAFETY & HEALTH MANAGER**

- Safety Power Company, San Onofre Nuclear Generating Station, San Clemente, CA
- Conducting field ESM activities and interacting with client management and business objectives. Safety activities including environmental audits and safety program modifications.
- Supporting business activities including and ongoing by the installation of security near site.

**Achievements**

- Planned and executed the Safety Training Center Level 1 Federal Report.
- Developed and implemented the OSHA 10 course.
- OSHA 10 Certified and safety level training.
- Established the Safety Committee with management.
- Established the Safety Committee with management.
- OSHA 10 Certified for Supervisors and Environmental Personnel Activities.
- OSHA 10 Certified for all employees.
- Full OSHA 10 for all.
- OSHA 10 Certified for all.
- Safety, Safety, Learning and Quality Award from Texas Hill Learning Program for 2008-2009.

REFERENCES ARE AVAILABLE ON REQUEST.

**PROJECT ENVIRONMENTAL, SAFETY & HEALTH MANAGER**  
 Safety Power Company, River Bend Power Station, Vinton, VA, US  
 • The safety program required to ensure the safety of construction crews of major construction buildings.  
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 • The safety program required to ensure the safety of construction crews of major construction buildings.  
 • The safety program required to ensure the safety of construction crews of major construction buildings.

**PROJECT ENVIRONMENTAL, SAFETY & HEALTH SUPERVISOR**  
 Safety Power Company, River Bend Power Station, Vinton, VA, US  
 • Providing on-site support for OSHA Systems Implementation, implemented project team during construction and test drive phase of construction of the OSHA Systems Implementation.  
 • Working with Army Corps of Engineers on the test to ensure the Environmental Safety and Health policy was being implemented per the contractual objectives.

**ENVIRONMENTAL, SAFETY & HEALTH MANAGER**  
 Safety Power Company, River Bend Power Station, Vinton, VA, US  
 • Developing and implementing the OSHA Construction Inspection Program (CIP).  
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**Morris-Shea Bridge Company**  
**GORDON KING**  
 Quality Control Manager

**EDUCATION**  
 BSCE (Civil Engineering and Geology) University of Denver, CO, 1984  
 MSc (Geotechnical Engineering) University of Denver, CO, 1982

**PROFESSIONAL HISTORY**  
 Morris-Shea Bridge Co., Inc. 2002 to 2016, Engineering and Quality Control Manager  
 Professional Service Industries 1996-2000, Geotechnical Engineer, Quality Control Engineer  
 Keller Foundation 1990-1994, Design Engineer, Quality Control Engineer  
 Geotechnical, Inc. 1982-1989, Geotechnical Engineer  
 Construction Group, Inc. 1984, Staff Geotechnical Engineer

**PROFILE:**  
 Quality Control Manager with 30 years of construction experience specifically related to deep foundation design and Quality Control throughout Europe, South America, North America and the Caribbean. Responsibilities have included geotechnical and structural design foundation and earth retention design, development of work procedures related to a variety of construction project tasks, guarantee of project specifications, development of Quality Control systems and procedures, and design and implementation of field testing related to Quality Control requirements. Performance of these tasks has required the management of engineering and Quality Control professionals staff to sufficient strength and consistent project Quality Control.

Through 17 years of operational experience with Morris-Shea Bridge Company system specific procedures and associated Quality Control procedures have been developed for all company drilled pier, shaft, pile, micropile, and driven pile systems. This work effort has included the incorporation of equipment operational monitoring systems to monitor key pile drilling and concreting data to better facilitate evaluation of compliance. Inclusion of electronic data records within the Quality Control process has been accomplished by use of automatic electronic data collection systems linked to the drill rig, and accessible online by the appropriate Quality Control staff. This work effort has required appropriate training and management of both field and office based Quality Control staff.

Extensive experience with static and dynamic testing of deep foundation systems including use of Pile Driving Analyzer (PDA), Pile Integrity Testing (PIT), Dynamic Cone Penetration Test, and Cross-Hole and Sonic Tube tests. Experience in testing systems, concrete mix design and concrete testing, soil testing and compaction, and environmental testing. Proficient with ASTM, ACI, PD, FHWA, and DOT procedures, specifications, and Quality Control requirements related to deep foundation construction. Project experience has included infrastructure projects, power plants, refineries, chemical plants, industrial facilities, transmission lines, high-rise towers, box culverts, and bridge structures.

**SKILL SET**  
 • 15 years of experience in the field of engineering with the US Army  
 • 15 years of experience in the field of engineering with the US Army  
 • 15 years of experience in the field of engineering with the US Army  
 • 15 years of experience in the field of engineering with the US Army

**TECHNICAL SERVICE MANAGER**  
 American International Group (AIG), Boston, MA  
 • Providing Loss Control Risk Engineering (LCRE) services to a variety of prospective clients. Instrumental in the development and implementation of a variety of safety and security programs.  
 • Providing consultation services for various types of safety and security programs.  
 • Developing and implementing safety and security programs for various types of prospective clients.  
 • Managing a budget of over \$100,000 for safety and security programs.

**ENVIRONMENTAL, SAFETY & HEALTH SUPERVISOR**  
 Safety Power Company, River Bend Power Station, Vinton, VA, US  
 • Providing on-site support for OSHA Systems Implementation, implemented project team during construction and test drive phase of construction of the OSHA Systems Implementation.  
 • Working with Army Corps of Engineers on the test to ensure the Environmental Safety and Health policy was being implemented per the contractual objectives.

**ENVIRONMENTAL, SAFETY & HEALTH MANAGER**  
 Safety Power Company, River Bend Power Station, Vinton, VA, US  
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 MSc (Geotechnical Engineering) University of Denver, CO, 1982

**PROFESSIONAL HISTORY**  
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 Professional Service Industries 1996-2000, Geotechnical Engineer, Quality Control Engineer  
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 Keller Foundation 1990-1994, Design Engineer, Quality Control Engineer  
 Geotechnical, Inc. 1982-1989, Geotechnical Engineer  
 Construction Group, Inc. 1984, Staff Geotechnical Engineer

**PROFESSIONAL EXPERIENCE**

**World Drive Extension, Orlando, FL**  
 Local Professional Service Industries Quality Control Engineer for seven bridge structures comprising the World Drive Extension from Disney World to Interstate-4 overpassing all aspects of the foundation testing, construction, and related Quality Control.

- Performance of field PDA testing, CAPWAP analysis, development of installation criteria.
- Training of field Quality Control personnel performing foundation installation inspection, including pile driving criteria, concrete testing, and welding inspection.
- Provided periodic reports / memos to the Project Management team regarding the effectiveness of the Quality Control program.
- Assisted the development of the inspection criteria to monitor inspection items (PDA).
- Oversees the processing of all records generated as a result of Quality related activities, including archiving.
- Manage the Maintenance & Disposition (M&D) and Risk Estimation workbooks.
- Managed all Areas / Groups within the QC Department to ensure compliance / performance of construction activities.

**Gulf LNG Class Entry (Receiving Terminal), Freeport, TX**

Morris-Shea Quality Control Manager supervising construction activities related to the LNG tanks, access pile on-off wall and non-toxic firewater containment to provide the most effective and efficient solution to Construction, O&M and Engineering related problems. These solutions include finding the best construction technologies available that protect cost, schedule and project objectives.

- Development of static and dynamic testing scope of work and related Quality Control procedures.
- Implementation of dynamic testing of field based procedures.
- Develop static schedule and conduct project Quality Control audits.
- Ensure work was completed in accordance with all plans and specifications.
- Project Applications Manager for the implementation of the Non-Destructive Examination and Welding Systems.
- Provided global leadership to ensure that projects are supported with the best technological resources and that solutions that protect project success.

**Belshire Court, San Puerto, Puerto Rico**

Prepared an alternative to the USACE has advised design plan using a "top-down" access pile approach that minimized impact to the port area, reduced schedule and saved cost. Performed supplemental geotechnical studies, pile design and testing along with developing and managing Quality Control systems.

- Design and manage supplemental geotechnical study to facilitate design-build contracts with consideration of USACE staff and constraints.
- Design and manage field concrete testing, access pile testing including management of static pile monitoring, test data, test cells, and inclinometers with calibration of design processes with specific CPT readings.
- Implemented equipment test inspection systems.
- Coordinate and manage work activities within the Quality organizations with other co-vent organizations such as Safety, Construction, Design & Field Engineering, and USACE a/c.
- Oversees the processing of all records generated as a result of Quality related activities.

**Thyssen Krupp Project New Star, Mobile, AL**

Engineering and Quality Control related to the "hot work" construction of green field carbon steel and stainless steel units with associated structures. Schedule and budget considerations required a coordinated up-front supplemental preconstruction study, approximately 100 static and dynamic load tests, development of Quality procedures, and management of field Quality staff to support the sheet piling, vessel wall construction, and installation of approximately 15,000 DeWaal and parallel Displacement piles required for earth retention and foundation support.

- Implemented equipment fleet inspection systems.
- Developed project specifications for Parallel Displacement and DeWaal pile systems.
- Performed dynamic, static compressive, lateral, and tension load tests.
- Implementation of systematic reviews of field based procedures.
- Coordinator for procurement and training of QC staff related to foundation operations.
- Supervised field soil lab testing of materials required for the project.
- Develop mobilization schedule and conduct project Quality Control audits.

**Camden LNG, Hackberry, LA**

Quality Control Manager supporting construction activities related to the testing and installation of approximately 25,000 DeWaal drilled displacement piles.

- Development of static and dynamic testing scope of work and related Quality Control procedures.
- Staffing and management of Quality Control professionals.
- Implementation of systematic reviews of field based procedures.
- Issuance of RTV and HCR's relating to the piling works.
- Development mobilization schedule and conduct project Quality Control audits.
- Ensure work was completed in accordance with all plans and specifications.
- Parallel Applications Manager for the implementation of the Non-Destructive Examination.
- Provided global leadership to ensure that projects are supported with the best technologies, resources and that solutions that ensure project success.

**Freeport LNG, Freeport, TX**

Quality Control Manager supporting construction activities related to the testing and installation of approximately 30,000 DeWaal drilled displacement piles in the Pre-Treatment and Liquefaction areas of the development.

- Development of static and dynamic testing scope of work and related Quality Control procedures.
- Staffing and management of Quality Control professionals.
- Implementation of systematic reviews of field based procedures.
- Development mobilization schedule and conduct project Quality Control audits.
- Ensure work was completed in accordance with all plans and specifications.
- Parallel Applications Manager for the implementation of the Non-Destructive Examination.
- Provided global leadership to ensure that projects are supported with the best technologies, resources and that solutions that ensure project success.

**LEO POSEY**

MOBILE (202)554-3100 | EMAIL: [LEO@MS-ENGINEERS.COM](mailto:LEO@MS-ENGINEERS.COM)

Self-motivated and detail oriented with 16+ years of experience in industrial construction projects, capable of supervising all aspects of delivery operations on site, including labor and materials. Proven quality, efficient, safety, and cost-effective and excellent team working to ensure that projects are delivered on time, and within app. quality and safety parameters.

**RECENT WORK EXPERIENCE & NOTABLE PROJECTS**

**PROFESSIONAL LICENSES**

Management

Subcontractor and equipment operator and safety supervisor

State responsibility with registration, inspection, and audit

Participate in all safety audits and inspections

Ability to identify opportunities to reduce costs and improve efficiency

Individual Construction

Extensive and current knowledge of both rigging techniques and best practices

Ability to lead of operations in a manner that ensures the health and safety of all personnel and protection of the environment

Capable of reviewing multiple issues when determining job installation, completion, and job start/stop

Plan and understand characteristics of all project work

**PROFESSIONAL REFERENCES**

Production in a non-union environment

Attention to detail

Quality

Lead

**EDUCATION**

OSHA 10 & 30

PHD Construction

Heavy Equipment & Lifting Dynamics Operator

Hydro-demolition Operator

Crawler Rigging

**PROJECT EXPERIENCE** 2010 - Present

Mobile-Star Bridge Company, Inc. | Mobile, AL

171 South Eastern Project - Loring Park, Mobile, AL

70 Imperial Street (Buckley) Project - State Construction | New Orleans, LA

Coronado Spring Tower West of Davis - West Davis World House | Orlando, FL

Responsibilities include:

• Preparation of daily, weekly, and monthly billing documentation and reporting

• Assist with all relevant operating operations including logistics, scheduling, OACCC safety, subcontractors, material and equipment procurement.

• Working with all technical issues that may arise, including with engineering staff and reporting back to an effective solution.

• Ensuring that on-site health & safety regulations are strictly followed to

• Prioritizing daily activities and safety instructions to field crew members and subcontractors.

• Making sure that work methods are sufficient to meet a project's needs.

• Producing and maintaining job installation sequences that timely and effectively meet production goals.

• Manage and maintain team member performance through supervision of daily activities.

**ASSISTANT PROJECT MANAGER EXPERIENCE** 2013 - 2016

Mobile-Star Bridge Company, Inc. | Mobile, AL

Camden LNG - CHM (Crown Jet) Project | Cameron, LA

New Star LNG - CHM (Crown Jet) Project | Cameron, LA

Freeport LNG - CHM (Crown Jet) Project | Freeport, TX

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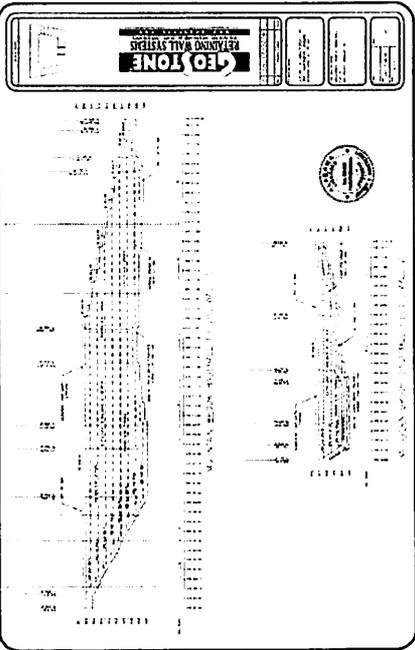
Freeport LNG - CHM (Crown Jet) Project | Freeport, TX

Freeport LNG - CHM (Crown Jet) Project | Freeport, TX



Shane Kosler - Superintendent

- Positions**
- Superintendant - Mobile-Star Bridge Company, Inc.
  - Supervising (also Installation) including but not limited to:
    - DeWaal Displacement Piling
    - Sheet Piling
    - Parallel Displacement Piling
    - Continuous Flight Auger (CFA) Piling
    - Augered Piling
    - Drilled Shafts
    - Drifted Boring and Sheet Piling
- Recent Disposal Pile Experience**
- Camden LNG, Hackberry, LA 28,000 Disposal Piles
  - Ingalls Shipyard, Corpus Christi, TX 2,000 Disposal Piles
  - IAC Housa, Corpus Christi, TX, 8,000 Disposal Piles
  - EDH Rental Car Facility, San Diego, CA 2,800 Disposal Piles
  - The Pharmacy at Playa Vista, Playa Vista, CA 4,800 Disposal Piles
  - First Quality Tower, Lock Haven, PA 2,000 piles
  - Murphy Oil Company, Maraca, LA 4,100 piles
  - Tampa Electric Co, Bayshore Power Plant, Tampa, FL 38,000 piles
  - Shaw Rivergate Casino, Biloxi, MS 4,000 piles
  - Orange International Plaza, Atlanta, GA 400 piles
  - New Palace Casino Corridor, Biloxi, MS, 800 piles
  - Phantochemis Mobile 1, Thibodaux, LA, 800 piles
  - Phantochemis Mobile 2, Thibodaux, LA, 800 piles
  - Phantochemis WWTP, Thibodaux, LA, 220 piles
  - Plant Donald Dandred Cycle Units, Phenopolis, MS, 2,200 piles
  - Ingalls Shipyard, Corpus Christi, TX, 6,600 piles
- Education**
- 1990-1993 Auburn University Auburn, AL
  - B.A. Criminal Justice



**APPENDIX 7**

Bridge Donation on Watkins Trace Trail

Mr. Harlan Prater IV had approached us about donating a bench in honor of his ailing wife's caregivers on Watkins Trail. They would walk with her along the trail when she was able to get out of the house. Sadly, she is no longer able to walk the trail as she once loved to do. I met with Mr. Prater and Nimrod Long at the trail to discuss what options were available since we were out of obvious locations for benches.

I suggested replacing the flat bridge that sits over a ditch at the beginning of the trail off of Watkins Road because we have had to make repairs on it and it is a little narrower than the trail. We all agreed that a new bridge is needed and Nimrod made suggestions on how to make it better. Mr. Prater requested that the bridge be made to last much longer than a regular wooden bridge.

Nimrod has been handling the design of the bridge and landscaping to go with it. It is proposed to be a slightly arched bridge with corten steel joists and rails. The decking will be made out of Ipe Wood, which is the longest lasting natural wood made and is used on the picnic tables located at the middle of Jenison Park. The look will be consistent with the other steel bridges, but scaled down to approximately 22 feet. Below is a sketch of the bridge that will be made by Marbury McCallough (MCC).

Along with the bridge, Nimrod suggested adding decorative rocks under it and dressing up the whole area. There is also discussion of placing the bridge to the left of the bridge as it is pictured below. This will move the trail away from the house that it is in the background of the picture.

Mr. Prater, his daughter Florence, and Nimrod Long will be present at our meeting to discuss the plans.

This is the existing bridge and a sketch of the new bridge.



Bridge on Watkins Trace Trail

July 2019

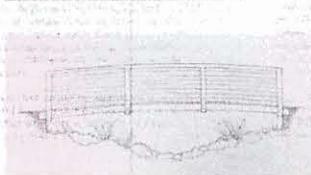
The City of Mountain Brook would like to replace a small wooden bridge with a sturdier steel bridge. The bridge is located in Jenison Park on Watkins Trace Trail, about 150 feet from Watkins Road.

The new bridge will be slightly arched and made with corten steel joists and rails. The decking will be made out of Ipe Wood, which is the longest lasting natural wood made and is used on the picnic tables located at the middle of Jenison Park. The look will be consistent with the other steel bridges in Jenison Park, but scaled down to approximately 22 feet. Below is a sketch of the proposed bridge.

The new bridge will be placed approximately 20 feet to the left side of the wooden bridge as it is pictured below. This will allow the trail to remain open during the construction process. Moving the trail river some will give a better buffer between the trail and the neighbors.

The area around the bridge will be landscaped to include rerouting the trail and improving the aesthetics of the ditch with rocks.

This is the existing bridge and a sketch of the new bridge.



CONTRACTOR AGREEMENT

TCC, Inc. ("Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") on the understated project (the Project)

Name of Project: Construct and Install 22' Steel Bridge

Site of Project: Watkins Trace Trail  
Intersection of Watkins Road and Cahaba Road  
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and July 15, 2019 Contractor Proposal, hereinafter the "Contractor Proposal") that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for six (6) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

Contractor's obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b) Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss by: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c) Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement, provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d) Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. **Project Representative.** Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Thirty-nine thousand eight hundred and eighty-nine dollars (\$39,889.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$50,000.00.

The City will pay the Contract Price on this Project on the following schedule:

- (a) Fifteen percent (15%) of the Contract Price within five days after execution of Agreement; and
- (b) The balance of the Contract Price after the following certification of completion of Work.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. **Warranty of Contractor.** The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and

(g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. **Insurance/Safety/Indemnification.**

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on

2019-10-2

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the July 15, 2019 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors

providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below:

CITY OF MOUNTAIN BROOK, ALABAMA  
By: [Signature]  
Its: Mayor  
Date: 7/22/2019

TCC, INC, CONTRACTOR  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A - SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and July 15, 2019 Contractor 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 undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 3 month period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives:

City Project Representative: Shaunda Williams, 3698 Bethune Drive, Birmingham, AL 35223, Email: williams@minbrook.org, Day Tel #: 205-802-3879  
Contractor Project Representative: Marbury McCullough, 6378 Highway 63 South, Alexander City, AL 35010, Email: marbury@tcccontractors.com, Day Tel #: (256) 392-4115

4. Special Conditions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TCC, Inc.  
6378 Highway 63 South  
Alexander City, AL 35010

Estimate

Table with 2 columns: Date, Estimate #. Row 1: 7/15/2019, 142

Name / Address  
Estimate

Table with 4 columns: Description, City, Cost, Total. Includes items like 27' Steel Bridge, Footing/Slabheads, Decking Material, etc. Total: 6,820.00

Customer Signature

APPENDIX 8



CITY OF MOUNTAIN BROOK

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

**Bid Tabulation**  
**HVAC Scheduled Maintenance (B-20190210-006)**  
**July 12, 2019, 10 a.m.**

Bidders that qualified by virtue of attending the mandatory pre-bid meeting and walk-through:

Contractor	Monthly Fixed Fee		
	City Complex	Library	Combined
Hardy Services	Declined	Declined	N/A
Comfort Systems USA	\$3,118.42	\$1,288.09	\$4,406.51
Metro Mechanical Services, Inc.	\$1,725.00	\$750.00	\$2,475.00
Jeffcoat Mechanical	\$2,919.45	\$1,226.51	\$4,145.96

By:

Steven Boone, Finance Director  
July 12, 2019

RE: HVAC Bids

[inbox](#)

Thomas, Michael

2:06 PM (1 minute ago)

to Steven Boone

I have had several conversations with Carl Lovelady with Metro 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 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, CHC  
Director of MEP / Facilities

[mithomas@brasfieldgorrie.com](mailto:mithomas@brasfieldgorrie.com)  
d: 205.714.1450 m: 205.229.0088  
o: 205.328.4000

BRASFIELD & GORRIE, L.L.C.  
3021 7th Avenue South  
Birmingham, Alabama 35233

2019-103

Rob Walker Architects, LLC  
2229 First Avenue South - Suite 110  
Birmingham, AL 35233  
205-254-3212



July 22, 2019

Steven Boone  
City of Mountain Brook  
P. O. Box 130009  
Mountain Brook, AL 35213-0009

**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/counters 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 8' to accommodate new bullet resistant materials
  - d. All the existing trim to be re-installed 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 expected for 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:	\$1,500.00
b. Construction Drawings/Specs:	\$5,000.00
c. Bidding Services:	\$2,500.00
d. Construction Administration:	\$5,000.00
e. Total	<b>\$14,000.00</b>
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, NCARB, AIA  
Principal

APPROVED:   
By: \_\_\_\_\_ Date: 7/22/2019

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