

**CITY OF VESTAVIA HILLS
CITY COUNCIL
ORGANIZATIONAL AGENDA
NOVEMBER 5, 2012
4:30 PM**

1. Call To Order – Mayor Alberto C. Zaragoza
2. Roll Call
3. Invocation – Joe Comer, Horizon Church
4. Pledge Of Allegiance
5. Oath of Office – Administered by the Honorable Judge Alan King
 - a. Mayor Alberto C. Zaragoza
 - b. John Henley, Council, Place Number 1
 - c. Jim Sharp, Council, Place Number 2
 - d. Steve Ammons, Council, Place Number 3
 - e. George Pierce, Council, Place Number 4
6. Election Of Mayor Pro-Tem
7. Resolution Number 4355 – Appointment Of City Attorney
8. Resolution Number 4356 – Appointment Of Municipal Judge
9. Resolution Number 4357 – Appointment Of Municipal Prosecutor
10. Resolution Number 4358 – Appointment Of City Clerk
11. Resolution Number 4359 – Appointment Of City Treasurer
12. Oath of Office – Administered by the Honorable Judge Alan King
 - a. Oath of Office – City Manager, City Clerk, City Treasurer, City Prosecutor, Municipal Judge, City Attorney
13. Ordinance Number 2419 - An Ordinance To Establish The Time, Place And Procedure For Council Meetings
14. Motion to adjourn into regular business meeting

**CITY OF VESTAVIA HILLS
CITY COUNCIL
AMENDED AGENDA
NOVEMBER 5, 2012
5:00 PM**

1. Call To Order – Mayor Alberto C. Zaragoza
2. Roll Call
3. Announcements, Candidates, Guest Recognition
 - a. Library Board Vacancy
 - b. Park and Recreation Board Vacancy
4. City Manager’s Report
5. Mayor/Council Reports
6. Approval Of Minutes – Regular Meeting – October 22, 2012

Old Business:

7. Resolution Number 4351 - A Resolution Approving A Change Order In An Agreement With Landscape Workshop For Median Landscaping On US 31 (public hearing)
8. Resolution Number 4353 - A Resolution Authorizing The City Manager To Enter Into An Agreement For Construction Engineering And Inspection (CE&I) Services With Gresham Smith and Partners On ALDOT Project Number SRTS-SR09(914) And STPBH-CN10(908) (public hearing)
9. Ordinance Number 2315-A – An Ordinance Amending Section 3(C) Of Ordinance Number 2315 Regarding Issue Fees (public hearing)

New Business:

10. Resolution Number 4354 – A Resolution Approving An Alcohol License For Magic City Dance Enterprises, LLC D/B/A Magic City Ballroom; Michael Fowler, Executive (public hearing)
11. Resolution Number 4366 – A Resolution Amending Resolution Number 2377 And Providing For The Appointment Of A Safety Coordinator For Employees Of The City Of Vestavia Hills
12. Resolution Number 4360 – A Resolution Changing City Officials Designated To Sign Checks At National Bank of Commerce for Capital Projects Reserve and Money Market Reserve Accounts

13. Resolution Number 4361 – A Resolution Changing City Officials Designated To Sign Checks At Pinnacle Bank for the Library Account
14. Resolution Number 4362 – A Resolution Changing City Officials Designated To Sign Checks At Regions for the Court Bond
15. Resolution Number 4363 – A Resolution Changing City Officials Designated To Sign Checks At Regions Bank for Special Court Account, Pooled Cash and Payroll Account
16. Resolution Number 4364 – A Resolution Changing City Officials Designated To Sign Checks At Southpoint Bank for Contractors Surety Account, Warrant Funds Account and Library Capital Projects Fund Account
17. Resolution Number 4365 – A Resolution Changing City Officials Designated To Sign Checks At Wells Fargo Bank for the Transport Account

New Business (Unanimous Consent Requested)

18. Resolution Number 4368 – A Resolution Authorizing The City Manager To Enter Into An Agreement With Trane U.S. Inc., D/B/A Trane For Servicing The HVAC System At The Library In The Forest (public hearing)
19. Ordinance Number 2420 – An Ordinance Authorizing The Directing The Purchasing And Closing Of The Sale Of Real Estate (public hearing)

First Reading (No Action to be Taken at this Meeting)

20. Resolution Number 4367 – A Resolution Appropriating Matching Funds For ADECA Grant Entitled Land And Water Conservation Fund – Little Shades Creek Bridge – 1 (public hearing)
21. Resolution Number 4369 – A Resolution Enjoining The Cooperation Of The City Of Mountain Brook With Street And Drainage Improvements To East Street
22. Citizen Comments
23. Executive Session
24. Adjourn

RESOLUTION NUMBER 4355

**A RESOLUTION APPOINTING PATRICK H.
BOONE AS THE CITY ATTORNEY FOR THE CITY
OF VESTAVIA HILLS, ALABAMA**

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- (1) That Patrick H. Boone is hereby appointed as City Attorney for the City of Vestavia Hills, Alabama; and
- (2) That said appointment shall be effective November 5, 2012.

APPROVED AND ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4356

**A RESOLUTION APPOINTING THOMAS SPINA AS
THE MUNICIPAL JUDGE FOR THE CITY OF
VESTAVIA HILLS, ALABAMA**

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- (1) That Thomas Spina is hereby appointed as Municipal Judge for the City of Vestavia Hills, Alabama; and
- (2) That said appointment shall be effective November 5, 2012.

APPROVED AND ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4357

**A RESOLUTION APPOINTING MICHAEL TRUCKS
AS THE CITY PROSECUTOR FOR THE CITY OF
VESTAVIA HILLS, ALABAMA**

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- (1) That Michael Trucks is hereby appointed as City Prosecutor for the City of Vestavia Hills, Alabama; and
- (2) That said appointment shall be effective November 5, 2012.

APPROVED AND ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4358

**A RESOLUTION APPOINTING REBECCA
LEAVINGS AS CITY CLERK FOR THE CITY OF
VESTAVIA HILLS, ALABAMA**

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- (1) That Rebecca Leavings is hereby appointed as City Clerk for the City of Vestavia Hills, Alabama; and
- (2) That said appointment shall be effective November 5, 2012.

APPROVED AND ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4359

**A RESOLUTION APPOINTING MELVIN TURNER
III AS THE CITY TREASURER FOR THE CITY OF
VESTAVIA HILLS, ALABAMA**

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

- (1) That Melvin Turner III is hereby appointed as City Treasurer for the City of Vestavia Hills, Alabama; and
- (2) That said appointment shall be effective November 5, 2012.

APPROVED AND ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2419

TO ESTABLISH THE TIME AND PLACE FOR REGULAR CITY COUNCIL MEETINGS; THE PROCEDURE FOR CALLING SPECIAL MEETINGS; ESTABLISH A QUORUM; ESTABLISH CONDUCT AND PROCEDURES FOR COUNCIL MEETINGS OF THE CITY OF VESTAVIA HILLS, ALABAMA; REPEALING ORDINANCE 1889.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, in session duly assembled and by authority thereof as follows:

GENERAL PURPOSE

SECTION 1. That the rules or order of procedure herein contained shall govern deliberations and meetings of the City Council of the City of Vestavia Hills, Alabama.

DATE, TIME AND PLACE OF REGULAR MEETINGS

SECTION 2. Regular meetings of the City Council shall be held on the second and fourth Mondays of each month at five o'clock (5:00) PM in the Council Chambers at Vestavia Hills Municipal Center. In the event that a regular meeting falls on a holiday or the first day of Spring Break, in such an event, the Council shall pass a resolution to set a new time and date for said hearing. The Council may, at the discretion of the presiding officer, call a work session on the Thursday preceding any regular meeting of the City Council beginning at 4:30 PM; notice for said work session shall be posted not less than 24 hours prior to the work session as provided in the Open Meetings Act.

SPECIAL MEETINGS

SECTION 3. Special meetings may be held at the call of the presiding officer by serving notice on each member of the Council not less than twenty four hours before the time set for such special meetings; or special meetings may be held as provided by

Section 11-43-50, of the Alabama Code, 1975, whenever two Council members, or the mayor request, in writing, that the presiding officer call such meeting. Upon the failure or refusal of the presiding officer to call such meeting when requested, the two Council members making the request shall have the right to call such meeting. Only those items of business for which the special meeting is convened shall be voted upon at said special meeting. All written notice shall state the specific purpose or purposes for such special meetings.

PUBLIC MEETINGS

SECTION 4. All meetings of the City Council shall be open and public, except when the Council meets in executive session as authorized by state law.

EXECUTIVE SESSION

SECTION 5. The Council may meet in executive session only for those purposes authorized by state law. When a Council member makes a motion to go into executive session for an enumerated purpose, the presiding officer shall put the motion to a vote. If the Council shall unanimously vote in favor of the motion, the body shall then move into executive session to discuss the matter for which the executive session was called. No action may be taken in an executive session. When the discussion has been completed, the Council shall resume its deliberations in public.

QUORUM

SECTION 6. The attendance of three members of the City Council, at any regular or special meeting, is necessary to constitute a quorum.

SECTION 7. Every officer, whose duty it is to report at the regular meetings of the Council, who shall be in default thereof, may be fined at the discretion of the Council.

AGENDA

SECTION 8. Any person, firm, partnership, corporation, association or other entity with business or applications to present to the City Council at a regular meeting must first make application with the City Clerk by noon on the Wednesday preceding the City Council meeting on the following Monday. The purpose of such applications is to provide the public and members of the City Council with advance notice of the presentation and to afford them the opportunity to study and investigate the matter prior to the meeting. General comments from the public are invited at the end of each meeting.

The City Council may waive the requirement of such applications in cases of emergency or when the public interest may require it; provided, however, that such waiver shall be approved by a majority vote of those City Council members present at the meeting.

All items of a general or permanent nature or that includes the expenditure of unbudgeted funds shall be announced at a first reading and heard at the next regularly scheduled meeting of the Council or shall be approved by a unanimous consent vote of the City Council members present prior to the commencement of said item of business.

ORDER OF BUSINESS

SECTION 9. The order of business shall be as follows:

1. A call to order.
2. Roll call.
3. Invocation and pledge of allegiance.

4. Announcements, and special recognitions.
5. Presentations
6. City Manager Reports
7. Mayor/Councilor Reports
8. Financial Reports – Finance Director/City Treasurer
9. Approval of minutes of prior meeting(s)
10. Resolutions, ordinances and orders of old business
11. Resolutions, ordinances and orders of new business
12. First Reading; Notice of Public Hearing
13. Comments from public
14. Motion for Adjournment

MOTIONS

SECTION 10.

- A. Motions shall be reduced to writing when required by the presiding officer or any other member of the City Council.
- B. No member shall speak on the same motion or subject without permission of the presiding officer.
- C. No person, not a member of the City Council, shall be allowed to address the same while in session without permission of the presiding officer.
- D. Motions to reconsider must be made by a member of the City Council who voted with the majority, and at the same or next succeeding meeting of the City Council.

- E. A roll call vote shall be taken for each vote taken by the City Council and the vote (“yeas” and “nays”) of each member shall be recorded; and any member may call for a division of the questions.

RULES OF ORDER

SECTION 11.

- A. All questions of order shall be decided by the presiding officer of the City Council with the right to appeal to the City Council by any members.
- B. The presiding officer of the City Council may, at his discretion, call any member to take the chair, to allow him to address the City Council, make a motion to discuss any other matter of issue.
- C. Unless otherwise stated, the latest edition of “Robert’s Rules of Order” shall govern the conduct of the meetings of the City Council.

ORDINANCES AND RESOLUTIONS

SECTION 12.

- A. All ordinances and resolutions shall be in writing.
- B. No ordinance or resolution intended to be of permanent operation shall be adopted by the City Council at the same meeting which it is introduced, unless unanimous consent of those present is given for the immediate consideration of such ordinance or resolution, such consent to be shown by a vote taken by yeas and nays, and the names of the members voting shall be entered upon the minutes, and no ordinances or resolutions

intended to be of permanent operation shall become a law, unless on its final passage of a majority of the members elected to said City Council of the City of Vestavia Hills, Alabama, shall vote in its favor.

- C. All ordinances, resolutions or propositions submitted to the City Council which require the expenditure of funds shall lie over until the next regular meeting; provided, that such ordinances, resolutions may be considered earlier by unanimous consent of the City Council; and provided further, that this rule shall not apply to the current expenses of, or contracts previously made with, or regular salaries of officers, or wages of employees of the city or for previously budgeted items.
- D. All ordinances and resolutions intended to be of permanent operation shall be subject to the laws of the State of Alabama regarding veto of ordinances and resolutions and passage over veto as specifically set forth in Titles 11-45-3 and 11-45-4, et. seq., Code of Alabama, 1975.

AMENDMENT OF RULES OF PROCEDURE

SECTION 13. The procedural rules of the City Council may be altered, amended or temporarily suspended if a majority of the members of the City Council present at the meeting shall vote in favor to do so.

SECTION 14. The provisions of this ordinance are hereby declared severable. If any provision or portion of this ordinance is for any reason held to be invalid, such provision or portion shall be deemed a separate and independent provision and such holding shall not affect the validity of the remainder thereof.

ATTENDANCE OF DEPARTMENT HEADS

SECTION 15. The following Department Heads and such other officers, employees and representatives of the City of Vestavia Hills, Alabama, shall attend all meetings of the City Council and shall remain in the Council Room for such length of time as the City Council or Mayor may direct:

- A. City Manager
- B. City Clerk
- C. City Treasurer
- D. City Attorney

All other Department Heads, officers, employees and representatives of the City of Vestavia Hills shall attend at the request of the Mayor and/or City Council or when said Department Head has business or a request to be presented to the City Council.

EFFECTIVE DATE

SECTION 16. This ordinance shall become effective immediately upon its approval and adoption. Any and all resolutions and ordinances, which are contrary to or in conflict with the terms and provisions of the Ordinance Number 2248, are hereby rescinded and repealed.

APPROVED and ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2419 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 5th day of November, 2012, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, and Vestavia Hills Recreational Center and the New Merkle House this the _____ day of _____, 2012.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

OCTOBER 22, 2012

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Council President called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Steve Ammons, Council President
Jim Sharp, President Pro-Tem
George Pierce
John Henley

OTHER OFFICIALS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Randy Robertson, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Christopher Brady, City Engineer
Dan Rary, Police Chief
Melvin Turner, III, Finance Director
George Sawaya, Deputy Treasurer
Jim St. John, Fire Chief

Invocation was given by Ron Higey, Birmingham International Church, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, CANDIDATES, GUESTS

- Pat Thetford, candidate for Circuit Judge, Place Number 13, introduced himself and asked for support in the November election.
- Mr. Ammons announced that the Council is accepting applications for an upcoming vacancy on the Park and Recreation Board. He indicated that applications will be received in the Office of the City Clerk through November 15, 2012 at 5 PM, central time. He encouraged anyone who can “stay engaged” to apply.
- Mayor Zaragoza announced that the Council is accepting applications for an upcoming vacancy on the Library Board. He indicated that applications will be received in the Office of the City Clerk through November 15, 2012 at 5 PM, central time. He encouraged everyone interested to apply.

MAYOR'S REPORTS

- Viva Vestavia Hills will be held at Hollywood Pool and Spa on November 1, 2012 beginning at 6 PM. Mayor Zaragoza stated that this is a wonderful annual event and encouraged everyone to attend.
- There will be a Veteran's Day Celebration on November 12, 2012 at the MountainTop Church beginning at 6 PM. Keynote speakers include Ret. Lt. Col. John Pickler and Ret. Capt. Matt Bacik.
- The Mayor reminded everyone that on November 5, 2012 the City's form of government will change over to a Council-Manager form of government. He stated that the organizational meeting will be held on that day beginning at 4:30 PM with the regular meeting to follow. The regular meeting was changed from November 12 to November 5 to coincide with the organizational meeting.

CITY MANAGER REPORTS

- Mr. Robertson introduced Carin Mayo and Andrew Russell, the City's two newest interns. He stated that the City has formally contracted with UAB Master's program for these individuals who will be working 15 to 20 hours per week to complete their internships.
- The Highway 31 Corridor Redevelopment Study will hold a stakeholders meeting and later public hearings to introduce and explain the plan.

COUNCILOR REPORTS

- Mr. Ammons stated that the Park and Recreation Board is beginning to take on its long-range plan.
- The Council and the Department Heads met in an off-site retreat last weekend and each department updated the Council on future visions and needs of his respective department.

FINANCIAL REPORTS

Mr. Turner presented the City's financial reports for month ending September 2012 (preliminary report). He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the October 8, 2012 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the October 8, 2012 (regular meeting) and approve them as presented was by Mr. Pierce and second by Mr. Sharp. Voice vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

Motion carried.

OLD BUSINESS

ORDINANCE NUMBER 2418

Ordinance Number 2418 - An Ordinance Regulating Soliciting, Peddling And Panhandling In The City Of Vestavia Hills, Alabama

MOTION Motion to adopt Resolution Number 2418 was by Mr. Sharp and second was by Mr. Henley.

The Mayor gave a brief background over the development of this proposed ordinance to hopefully control some of the door-to-door solicitation in the City.

Mr. Boone stated that he has reviewed the proposed ordinance and believes it is compliant with both state and federal laws.

Ms. Leavings and Corporal Shane Ware explained the provisions and requirements of the ordinance and answered questions from the Council.

Mr. Ammons opened the floor for a public hearing.

The following individuals addressed the Council relative to the proposed ordinance:

- Cheryl Cobb, resident;
- Fred Moss, 2713 Countrywood Way; and
- Terri Williams, AT&T representative.

There being no others present to address the Council concerning this Resolution, Mr. Ammons closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

Motion carried.

RESOLUTION NUMBER 4315

Resolution Number 4315 – A Resolution To Perform Drainage Repair And Improvements At 4025 And 4045 Meadowview Circle

MOTION Motion to adopt Resolution Number 4315 was by Mr. Henley and second was by Mr. Pierce.

Christopher Brady explained the repairs needed on the drainage system on this property and indicated that the Council has details in its packets concerning the materials and labor required.

Mr. Boone explained his opinion for work that is done on private property and indicated that the Council has to find a public purpose is served by completing the repairs.

Mr. Brady indicated that if the repairs are not done, the storm water will increase and back up into the public rights-of-way which can cause a hazard to any passing motorist or pedestrian.

The Council deliberated on the request and concurred that there is a public purpose in authorizing the repairs on the property.

The property owners were present in regard to the request.

Mr. Ammons opened the floor for a public hearing. There being no one present to address the Council concerning this Resolution, Mr. Ammons closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Motion carried.

RESOLUTION NUMBER 4316

Resolution Number 4316 – A Resolution To Perform Drainage Repair And Improvements At 1317 Parliament Lane And 1901 Balfour Drive

MOTION Motion to adopt Resolution Number 4316 was by Mr. Pierce and second was by Mr. Henley.

Christopher Brady explained the repairs needed on the drainage system on this property and indicated that the Council has details in its packets concerning the materials

and labor required. He indicated that if the repairs are not done, the pipes will continue to separate and cause siltation and problems on properties located downstream.

The Council deliberated on the request and concurred that there is a public purpose in authorizing the repairs on the property.

The property owners were present in regard to the request.

Mr. Ammons opened the floor for a public hearing. There being no one present to address the Council concerning this Resolution, Mr. Ammons closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Sharp – yes Mr. Ammons – yes
Motion carried.

RESOLUTION NUMBER 4317

Resolution Number 4317 – A Resolution To Perform Drainage Repair And Improvements At 1804 And 1808 Glendmere Drive

MOTION Motion to adopt Resolution Number 4317 was by Mr. Pierce and second was by Mr. Henley.

Christopher Brady explained the repairs needed on the drainage system on this property and indicated that the Council has details in its packets concerning the materials and labor required. He indicated that if the repairs are not done, the pipes will continue to separate and cause siltation and problems on properties located downstream.

The Council deliberated on the request and concurred that there is a public purpose in authorizing the repairs on the property but placed a caveat that if a tree is causing the problem, the City Engineer will secure a written waiver from the adjacent property owner that if the tree is found to be the problem, that it will be removed with Mr. Huie paying all costs associated with the tree removal.

Mr. Ammons opened the floor for a motion for the amendment to the Resolution.

MOTION Motion to amend Resolution Number 4317 to require the City Engineer to secure a written waiver from the adjacent property owner that if the tree is the problem causing the separation of the pipes, that it will be removed and Mr. Huie pay all costs associated with the removal of the tree prior to any repair work commencing on the property was made by Mr. Pierce and second by Mr. Henley. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

Motion carried.

The property owners were present in regard to the request.

Mr. Ammons opened the floor for a public hearing. There being no one present to address the Council concerning this Resolution, Mr. Ammons closed the public hearing and called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

Motion carried.

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

Mr. Ammons stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting of November 5, 2012 at 5 PM.

- Resolution Number 4351 - A Resolution Approving A Change Order In An Agreement With Landscape Workshop For Median Landscaping On US 31
- Resolution Number 4352 - A Resolution Authorizing The Mayor To Enter Into An Agreement For Construction Engineering And Inspection (CE&I) Services With BECC On ALDOT Project Number SRTS-SR09(914)
- Resolution Number 4353 - A Resolution Authorizing The Mayor To Enter Into An Agreement For Construction Engineering And Inspection (CE&I) Services With Gresham Smith and Partners On ALDOT Project Number SRTS-SR09(914) And STPBH-CN10(908)
- Ordinance Number 2315-A – An Ordinance Amending Section 3(C) Of Ordinance Number 2315 Regarding Issue Fees

CITIZENS COMMENTS

None

MOTION Motion to adjourn the meeting at 6:40 PM was by Mr. Pierce. Mr. Henley seconded the motion. Voice vote as follows:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Sharp – yes

Mr. Ammons – yes

Motion carried.

Steve Ammons
Council President

ATTESTED BY:

Rebecca Leavings
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.
Mayor

RESOLUTION NUMBER 4351

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ISSUE A CHANGE ORDER TO AN AGREEMENT WITH
LANDSCAPE WORKSHOP FOR LANDSCAPING SERVICES ON
MONTGOMERY HIGHWAY MEDIAN**

WHEREAS, on May 14, 2012, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 4299 to authorize the Mayor to enter into an agreement with Landscape Workshop to sod certain portions of the median of Montgomery Highway from Southwood Road to Old Creek Trail reserving certain portions of median for future landscaping to be completed during the fall; and

WHEREAS, the City Engineer has determined the time for the best planting results has arrived and has detailed the remaining landscaping in a memorandum dated October 16, 2012, the change order in an amount not to exceed \$22,000; a copy of which is attached to and incorporated into this Resolution Number 4351 as if written fully therein; and

WHEREAS, the Mayor and Council feel it is in the best public interest to complete the landscaping required for the median of Montgomery Highway.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to execute a change order with Landscape Workshop to complete the areas of landscaping needed on Montgomery Highway pursuant to the details outlined in the above referenced memorandum at an amount not to exceed \$22,000; and
2. This Resolution Number 4351 shall be effective immediately following adoption and approval.

APPROVED and ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

APPROVED BY:

Alberto C. Zaragoza, Jr.
Mayor

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES
OFFICE OF CITY ENGINEER
INTER-DEPARTMENT MEMO

October 16, 2012

To: Rebecca Leavings
 CC: Mayor Zaragoza, City Manager Robertson, B.Davis
 From: Christopher Brady
 RE: Highway 31 Median Landscape work

Becky,

In May 2012, City requested and received 3 proposals to perform landscaping services for Hwy 31 median improvements. The City adopted Resolution 4299 – A resolution authorizing the mayor to enter into an agreement with Landscape Workshop for landscaping services on the Montgomery Highway median. The City entered into agreement with Landscape Workshop. Agreement included base bid of sod and additional items. This work was substantially complete in June 2012.

Due to excessive heat and dry conditions during that time of the year, it was recommendation to wait until fall to complete additional/ alternate shrub plantings. We are prepared to complete these plantings in early to mid November.


Agreement prices with Landscape Workshop are as follows:

	<u>qty</u>	<u>unit</u>	<u>item</u>	<u>unit price</u>	<u>total</u>
Base Bid	0	ls	clearing and grubbing		\$ -
	0	sy	solid sod	\$ 3.41	\$ -
	40	cy	topsoil	\$ 24.00	\$ 960.00
	50	bale	pinestraw mulch	\$ 6.30	\$ 315.00
	0	lf	wattle	\$ 5.00	\$ -
	0	ls	traffic control signage	\$ 6,620.50	\$ -
	0	ea	channelizing drums	\$ 69.35	\$ -
Alternates	258	ea	shrubs, holly	\$ 16.11	\$ 4,156.38
	134	ea	shrubs, juniper	\$ 16.11	\$ 2,158.74
	546	ea	shrubs, purple pixie	\$ 21.00	\$ 11,466.00
	1	ea	watering	\$ 2,265.00	\$ 2,265.00
	20	ea	cones	\$ 16.00	\$ 320.00
	20	ea	ballast	\$ 9.00	\$ 180.00
					\$ 21,821.12

We are requesting approval of an expenditure of not-to-exceed \$22,000 to complete Highway 31 median landscape improvements.

Please let me know if you have any questions or need additional information.

-Christopher



RESOLUTION NUMBER 4353

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES ON ALDOT PROJECT NUMBERS SRTS-SR09(914) AND STPBH-CN10(908) VESTAVIA HILLS SIDEWALKS

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to enter into agreements for construction, engineering and inspection (CE&I) services on ALDOT project numbers SRTS-SR09(914) and STPBH-CN10(908), Vestavia Hills Sidewalks, BECC and Gresham Smith and Partners at an estimated cost not to exceed \$143,000 ; and
2. A copy of the agreements are attached and incorporated into this Resolution Number 4353 as if written fully therein; and
3. This Resolution Number 4353 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES
OFFICE OF CITY ENGINEER
INTER-DEPARTMENT MEMO

October 17, 2012

To: Rebecca Leavings
CC: Mayor Zaragoza, City Manager Robertson, B.Davis
From: Christopher Brady
RE: Construction Engineering and Inspection services for sidewalk construction

Becky,

I am requesting approval of an additional expenditure to complete construction of the current sidewalk projects. This includes STPBH – Canyon and Merryvale, and SRTS – Eastwood, PostOak, and Willoughby. The construction of these projects is roughly 75% complete as of mid-October. Canyon and Eastwood are substantially complete. There are areas along Post Oak and Merryvale that are incomplete. Activity on Willoughby is anticipated to begin soon.

The additional funding needed at this time includes cost to cover CE&I services to be performed by Gresham, Smith and Partners and Birmingham Engineering and Construction Consultants. See Supplemental Agreements attached. To summarize these costs,

	<u>GSP</u>	<u>BECC</u>	<u>potential City cost</u>
SRTS	\$ 29,421.00	\$ 42,972.12	\$ 72,393.12
STPBH*	\$ 57,743.00	incl	\$ 11,548.60
	*subject to reimbursement of upto 80% by ALDOT agreement		\$ 83,941.72
		allowance(15%)	\$ 12,591.26
			<hr/> \$ 96,532.98

I have included an allowance to offset potential approximated costs that may not be covered in the current ALDOT agreement. I am in the process of exploring potential to expand ALDOT agreement to cover this cost.

I am requesting additional expenditure of approximately \$97,000 to cover the cost of this project overrun.

Please let me know if you have any questions or need additional information.

-Christopher



BECC

Birmingham Engineering & Construction Consultants, Inc.

LISA K. MORRISON
President & CEO

RICHARD A. RHINEHART, P.E.
Senior Vice President

MARTIN T. BURFORD, P.E.
Vice President

September 26, 2012

Mr. Christopher Brady
City Engineer
Vestavia Hills Public Works
City of Vestavia Hills
513 Montgomery Highway
Birmingham, Alabama 35216

Subject: Proposal for Additional Construction Materials Testing Services
For Vestavia Hills Sidewalks
ALDOT Project Number SRTS-SR09(914)
Eastwood Road, Post Oak Road and Willoughby Road
Vestavia Hills, Alabama
BECC Proposal Number: Q1-12031rr

Dear Mr. Brady:

Birmingham Engineering and Construction Consultants, Inc. (BECC) appreciates the opportunity to submit our proposal for call-out construction materials testing services for the subject project. BECC is a certified testing laboratory with certifications from several independent national organizations and we meet the requirements of ASTM E 548. Our technicians and inspectors are certified in materials testing by ACI, NICET, AWS, FAA and ALDOT. BECC is also a certified woman-owned small business (DBE) with the ALDOT.

Based on our knowledge of the project, we anticipate the following inspection and testing may be required:

- Compaction Testing/ Proofrolling
- Concrete Testing
- ALDOT Inspector Services

Geotechnical, Materials & Environmental Engineers

360 Industrial Lane • Birmingham, Alabama 35211
(205) 941-1119 • FAX (205) 941-1198
<http://www.beccinc.com>

PROJECT DESCRIPTION

This proposal is for the purpose of expanding BECC original scope of services and schedule for the subject project. We understand that the project will consist of sidewalks and crosswalk additions to the City of Vestavia Hills in Alabama. The project is funded under a grant by the Alabama Department of Transportation (ALDOT). The areas include Vestavia Hills East, West and Central Elementary Schools and Cahaba Heights Elementary School. The sidewalks will be constructed along Eastwood Road, Post Oak Road and Willoughby Road.

BECC will be responsible for construction materials testing that will primarily include concrete testing. All testing procedures will be to ALDOT and ASTM guidelines. We have estimated that the total duration for the additional services is approximately 75 days. Depending on the contractor's schedule, the actual time may vary.

UNIT RATES AND TERMS

We have provided our unit rates and estimated budget on the attached **Exhibit "A"**. The remaining budget as of February 1, 2012 was subtracted from the proposed amount. This budget was based upon the contractors anticipated schedule and may need to be revised once the project is underway. BECC will use these rates to complete the above Scope of Services. The attached rates are for **call-out** construction materials testing services for this project and do not include engineering consultation or investigation services unless otherwise requested.

For services contracted on a **call-out** basis, the client or his authorized field representative is responsible for requesting and coordinating our services. BECC cannot assume any responsibility for work not tested due to inadequate instructions, or notification by client. Construction monitoring is not insurance, nor does it constitute a warranty or guarantee of any type. The test results are reported to and for the specific use of the client and may not be relied upon by any third party.



CLOSING

We appreciate the opportunity to continue our good working relationship with you on this project. We have attached a copy of our Terms and Conditions and if acceptable, please execute the last page of the Terms and Conditions and fax it back to me.

Our primary objective is to provide the necessary services in the most efficient manner to verify specification compliance. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Respectfully submitted,

Birmingham Engineering & Construction Consultants, Inc.

A handwritten signature in black ink, appearing to read "Martin T. Burford". The signature is fluid and cursive, with a large initial "M" and "B".

Martin T. Burford, P.E.
Vice President



VESTAVIA HILLS SIDEWALKS

ALDOT Project Nos. SRTS-SR09(914)

EXHIBIT "A"

Fee Proposal for

Construction Materials Testing and Inspection Services

Vestavia Hills, Alabama

BECC Proposal Nos. Q1-12031rrr

October 1, 2012

Personnel	Work Days	Hours/Day	Hourly Cost	Total
Inspector/ Technicians -Field and Lab (ALDOT Concrete Certified)	75.00	8.00	\$ 22.00	\$ 13,200.00
Inspector/ Technicians -Field and Lab (ALDOT Concrete Certified)-OT	0.00	0.00	\$ 33.00	\$ -
Project Engineer, PE - Report Review/Proj Management	75.00	0.25	\$ 27.89	\$ 522.94
Administrative	0.00	0.25	\$ 14.00	\$ -
Total Direct Labor				\$ 13,722.94
Combined Overhead (%)	169.05			\$ 23,198.63
	170		Sub-Total	\$ 36,921.56
Other Costs	Quantity	Units	Unit Cost	Total
Concrete Cylinders (42 sets of 4 cylinders)	168	cylinders	\$ 8.00	\$ 1,344.00
Mileage	1600	miles	\$ 0.50	\$ 800.00
Sub-Total				\$ 2,144.00
Operating Margin (10%)				\$ 3,906.56
Facilities Cost of Capital- FCC (%)	2.53			\$ 347.19
ESTIMATED FEE				\$ 42,972.12

Notes:

This budget was based upon an anticipated schedule of 75 workdays by the contractor. The contractor anticipates that Willoughby will be 45 days, 5 days for Post Oak, 10 days for Eastwood ramps, 10 days for punch list items and approximately 5 days for closeout services.

Minimum call-out time is 4 hours for all field technicians.

All personnel rates are charged portal-to-portal.

Overtime will be charged at a rate of 1.5 times the hourly rate for any hours worked over 8 per working day, over 40 hours per working week, before 7:00 a.m. or after 5:00 p.m., and any hours worked on Saturdays or Sundays. National Holidays will be billed at 2 time the prorated hourly rate.



BECC

Birmingham Engineering & Construction Consultants, Inc.

Geotechnical, Materials & Environmental Engineers

www.beccinc.com

AGREEMENT FOR SERVICES

SCOPE OF SERVICES The scope of Birmingham Engineering & Construction Consultants, Inc. (BECC)'s services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibits to this Agreement (which section of exhibit is incorporated into this Agreement). BECC's services do not include the investigation or detection of, nor do recommendations in BECC's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. BECC's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to BECC at the time of the Services.

ACCEPTANCE Client agrees that execution of our General Terms and Conditions is a material element of the consideration BECC requires to execute the Services, and if Services are initiated by BECC prior to execution of our General Terms and Conditions as an accommodation for Client, at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

RIGHT OF ENTRY AND SAFETY The Client will provide access to and make all provisions for right of entry of Birmingham Engineering & Construction Consultants, Inc. (BECC) and all necessary equipment in order to perform the work. While BECC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement. BECC will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

SAMPLING OR TEST LOCATION Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified. BECC reserves the right to terminate this contract if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to us prior to submitting this proposal. If, in order to complete the borings to their designated depths, a redrilling is necessitated by encountering impenetrable subsurface objects, these services will be charged for at the appropriate rates in the fee schedule.

UTILITIES In the prosecution of this work, BECC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold BECC harmless for any damages to subterranean structures which are not specifically called to BECC's attention in writing and correctly shown on the plans furnished.

SAMPLES BECC will retain all soil and rock samples for 30 days. Further storage or transfer of samples can be made at the Owner's expense upon written request.

INVOICES/PAYMENT Client's payment for goods or services to be performed shall be set forth in this Agreement unless otherwise agreed to in writing by BECC. If not stated in Agreement, fees will be in accordance with BECC's current fee schedule. BECC's fees are valid for the calendar year in which they are issued. BECC will submit invoices to client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at client's request, with an administrative charge of \$50.00 per invoice being levied. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney fees, collection fees or costs related or incurred in the collection of any past due amount shall be paid by Client. Both parties agreed that the attorneys' fees will be at least 33% of the amount owed. BECC can suspend Services for lack of timely payment.

OWNERSHIP OF DOCUMENTS All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by BECC, as instruments of service, shall remain the property of BECC. Furthermore, all of these documents constitute proprietary information and shall be held in confidence by the Client. Client agrees that all reports and other work furnished to the Client or his agent, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY RELIANCE This Agreement and the Services provided are for BECC and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, BECC will issue additional reports to others agreed upon with Client, however, Client understands that such reliance will not be granted until those parties sign and return BECC's reliance agreement and BECC receives the agreed-upon reliance fee.

STANDARD OF CARE/WARRANTY Service performed by BECC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made. BECC makes no warranties or guarantees express or implied, relating to BECC's services and BECC disclaims any implied

warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.

PHASE I ENVIRONMENTAL SITE ASSESSMENT A Phase I Environmental Site Assessment (ESA) is limited to a historical search of the property's past usage, a review of the present use of the property, including a site reconnaissance, and a review of applicable Environmental Protection Agency (EPA) and the state regulatory authority listings for record of regulated facilities adjacent to the subject site. The Client should limit his conclusions and use of the report issued by Birmingham Engineering & Construction Consultants, Inc. (BECC) to the degree of the scope of the work performed. BECC does not assume any liability for loss or damage that may occur as a result of the Client's or any third party's use of BECC's report.

SUBSURFACE RISKS Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions such as sinkholes, underground mines, caverns, rock, water, unstable soil, hazardous materials, etc., because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that BECC properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change. Client realizes that nothing can be done to eliminate these risks altogether. BECC is available to explain these risks and risk reduction methods to Client, but, in any event, the scope of services included with this proposal is that which Client agreed to or selected in light of his own risk preferences and other considerations. Accordingly, Client waives any claim against BECC, and agrees to defend, indemnify and save BECC harmless from any claims or liability for injury or loss that may arise from failure to detect adverse subsurface conditions that impact the project.

AQUIFER CONTAMINATION Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which BECC will perform on Client's behalf, Client waives any claim against BECC, and agrees to defend, indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate BECC for any time spent or expenses incurred by BECC's prevailing fee schedule and expense reimbursement policy.

HAZARDOUS SUBSTANCES AND CONSTITUENTS Client agrees to advise BECC in writing upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide to BECC continuing information of hazardous conditions or substances as this information becomes available to the Client/Owner. By virtue of entering into this Agreement or of providing services hereunder, BECC does not assume control of, or responsibility for, the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client/Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify BECC from and against any and all claims and liabilities resulting from:

- (a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;
- (b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
- (c) Changed conditions or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein.
- (d) Allegations that BECC is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

UNFORESEEN OCCURRENCES If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in BECC's sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, BECC will promptly notify Client thereof. Subsequent to notification, BECC may:

- (a) If practicable, in BECC's sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the proposal;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- (c) Terminate the services effective on the date specified by us in writing.

FAILURE TO ENCOUNTER HAZARDOUS MATERIALS It is possible that document review and site reconnaissance may fail to reveal the presence of hazardous materials at a site. Client understands that BECC's failure to discover hazardous materials does not guarantee that hazardous materials do not exist at the site. Similarly, a site which in fact is unaffected by hazardous materials at the time of BECC's site reconnaissance may become contaminated later as a result of natural phenomena or human intervention. Client/Owner agrees that it would be unfair to hold BECC liable for failing to discover hazardous materials from the scope of the work performed. Accordingly, Client waives any claim against BECC, and agrees to defend, indemnify and save BECC harmless from any claims or liability for injury or loss arising from BECC's failure to detect the presence of hazardous materials. Client also agrees to compensate BECC for any time spent and expenses incurred by BECC in defense of any such claim, with such compensation to be based upon BECC's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

CONSTRUCTION ESTIMATES/BID DOCUMENTS The geotechnical report that is prepared as a part of this contract is for general geotechnical design purposes only and the information may not be sufficient to prepare accurate bids for excavation and rock quantities, dewatering, removal of unsuitable materials or excavation support. An entirely different work scope will be required for quantity estimation purposes. Furthermore, no subsurface exploration program, no matter how comprehensive, can reveal all that is hidden by earth, rock and time.

Misinterpretation, improper or unauthorized use of geotechnical reports by contractors and/or other design professionals in preparing cost and quantity estimates or bid documents is a major cause of construction claims. The Client agrees to indemnify and hold BECC, its agents, and employees harmless against claims, damages, losses including but not limited to attorney's fees arising from any construction claims due to cost or quantity estimates or bid documents prepared by others without BECC's written approval.

PLANS AND SPECIFICATIONS REVIEW The Client agrees to contract BECC to review plans and specifications and work with other design professionals who are affected by the geotechnical report. The review of plans and specifications is to assure that the geotechnical issues have been dealt with properly and that geotechnical findings and recommendations are properly interpreted and incorporated in design. It shall be the Client/Owner's responsibility to notify other design professionals of this important and necessary review. The Client/Owner agrees to indemnify and hold BECC, its agents, and employees harmless against claims, damages, losses including but not limited to attorney's fees if the Owner or other design professionals fail to accord BECC the recommended geotechnical review of plans and specifications.

TESTING AND OBSERVATIONS Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide these results and opinions based on tests and field observations only for the work stated. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate– project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling BECC so BECC can perform these Services. BECC shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and BECC's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. BECC will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

MONITORING OF CONSTRUCTION Construction monitoring is not insurance, nor does it constitute a warranty or guarantee of any type. Contractors, et.al., shall retain responsibility for the quality of their work and for adhering to plans and specifications. The Client understands that the presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor. The Client understands that the words "supervision", "inspection", or "control" shall mean periodic observation of the work (and the taking of pertinent field tests outlined in the project documents) by the engineer or technician for general verification with plans and specifications.

ON-CALL SERVICES For services contracted on an on-call basis, the Client or his authorized field representative is responsible for requesting and coordinating our services in a timely manner. BECC cannot assume any responsibility for work not tested due to inadequate instructions, or notification by Client. The Client agrees to provide a minimum 24 hours prior notification for services to allow satisfactory coordination of technical staff. BECC cannot assume any responsibility for delays caused by lack of proper notification.

LIMITATION OF LIABILITY Client and consultant have evaluated the risks and rewards associated with this project, including consultant's fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law, the total aggregate liability of consultant (and its related corporations and employees) to client and third parties granted reliance is limited to the lesser of \$50,000.00 or its fee. For any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of consultant's services or this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery. Upon written request from client, BECC may negotiate a higher limitation of liability amount for an additional fee. Client/Owner shall indemnify, defend and hold harmless BECC, its shareholders, directors, officers, employees, agents, contractors and subcontractors, from and against any actions, claims, proceedings, suits, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees and disbursements) paid or incurred by BECC for damage to or loss or destruction of property, including the loss of use resulting therefrom, bodily or personal injuries, including death, any time resulting therefrom, sustained by any person or persons which is any way attributable to actual or alleged negligence of the Client/Owner, its employees or agents. Client further agrees to indemnify BECC for any and all claims arising out of or in connection with the products or services provided pursuant to this Agreement, including, but not limited to, claims for injury (including death) to persons, and damage to property, and based on product or service defects which have not been proven to have been caused solely by BECC's negligence. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of BECC and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of BECC's services or this agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of BECC's substantial completion of services on the project. For Stormwater monitoring services, the Client shall indemnify, defend and hold harmless BECC, its shareholders, directors, officers, employees, agents, contractors and subcontractors, from and against any actions, claims, proceedings, suits, damages, liabilities, losses, costs and expenses, including attorneys' fees and disbursements, arbitrations, awards, judgments, pertaining to any action brought relating to record keeping and monitoring of the stormwater activities that was reported or inspected by BECC.

INSURANCE BECC represents and warrants that it, its agents, staff and consultants employed by it, is and are protected by workman's compensation insurance as required by law and that BECC has such coverage under public liability and property damage insurance policies which BECC deems to be adequate. Certificates for all such policies of insurance shall be provided upon written request. Client and BECC shall waive subrogation against the other party on all general liability and property coverage.

CONSEQUENTIAL DAMAGES Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will, cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

DISPUTES Client shall not be entitled to assert a claim against BECC based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that BECC has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to BECC and the parties shall endeavor to resolve the dispute within thirty (30) days, after which Client by pursue its remedies at law. This agreement shall be governed by and construed according to Alabama law. In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, both parties

agree to arbitrate the dispute in accordance with rules of the American Arbitration Association, and should that dispute result in arbitration, it is further agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

ASSIGNS Neither the Client nor BECC may delegate, assign, sublet or transfer his duties or interest in this Agreement without written consent of the other party.

TERMINATION This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BECC shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, BECC may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of BECC in completing such analyses, records and reports.

CHANGE ORDERS/SCOPE OF WORK CHANGES Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, BECC will return to Client a statement or Change Order setting forth and adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits BECC to perform changed or additional work, the Services are changed accordingly and BECC will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to BECC at the time of proposal, BECC is entitled to a change order equitably adjusting its Services and fee.

FORCE MAJEURE BECC reserves the right to cancel or modify this Agreement or change any performance dates if BECC's production is delayed on account of strikes in labor, fire, an act of God, governmental order or regulation, or other conditions beyond BECC's control. BECC shall not be liable for delays or defaults in delivery due to fire, an act of God, governmental order or regulation or other unforeseeable causes beyond its control and without its fault or negligence (herein referred to as a "Force Majeure Event"), provided that BECC notifies Client/Owner within thirty (30) days after BECC first knows of same.

GOVERNING LAW AND CONSENT TO JURISDICTION This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Alabama.

MISCELLANEOUS This Agreement and any payment or performance due under it may not be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Client/Owner without the prior written consent of BECC. No act or failure to act of BECC shall constitute a waiver of any provision contained in this Agreement, and to be valid a waiver of any requirement or obligation under this Agreement must be in writing and signed by BECC. The section headings contained herein are not part of this Agreement, but are included solely for the convenience of the parties. The provisions of this Agreement are severable, and if any provision is held to be unenforceable, the remaining provisions will continue in full force and effect.

INDEPENDENT CONTRACTORS Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between Client and BECC, and BECC shall at all times during the term of this Agreement be deemed to be an independent contractor, solely responsible for the manner by and the for in which it fulfills this Agreement. To the extent BECC's obligations under this Agreement require the performance of services by BECC on the premises of Client or any of Client customers, BECC agrees that such services are to be rendered by BECC as an independent contractor .

AMENDMENT Except in accordance with the provisions of, this Agreement may be amended only by writing signed by representatives of both BECC and Client, each duly authorized to execute such amendment.

CLAIMS FOR CONSEQUENTIAL DAMAGES:

BECC and Client/Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by BECC for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement. Nothing contained in this Agreement shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

Both parties agree that this document constitutes the entire Agreement between the parties. Any and all representations made by either party are merged into this Agreement and if any representations, whether written or oral, are not contained in this Agreement, they have no effect and are not a part of the Agreement between the parties.

CLIENT

By: _____

Title: _____

Company : _____

Date: _____

BIRMINGHAM ENGINEERING &
CONSTRUCTION CONSULTANTS

By: _____

Title: _____

Date: _____



G R E S H A M
S M I T H A N D
P A R T N E R S

October 8, 2012

Mr. Christopher Brady, P.E., City Engineer
City of Vestavia Hills
513 Montgomery Hwy.
Vestavia Hills, AL 35216

**Subject: ALDOT Project No. SRTS-SR09(914) & STPBH-CN10(908)
Pedestrian Improvements (Sidewalks and Crosswalks) Along
Various Streets in Vestavia Hills
Vestavia Hills, AL
Supplemental CE&I Fee Request
GS&P Project No. 28542.00 & 28543.00**

Dear Christopher:

As we have discussed, due to unforeseen delays in the completion of the above referenced sidewalk projects, we have expended our entire budget for CE&I and Materials Testing services. The completion of the project has been delayed due to several factors including:

- ADA compliance issues (cross slopes, driveways and ramps)
- Additional work required (additional driveway replacement)
- Issues with the contract plans (missing pay items, inadequate details for certain areas, missing retaining wall on Merryvale Road, missing drainage/errors in drainage layout on Merryvale Road, etc.).

Construction began on July 29, 2011. The original contract time stipulated in the construction contract was 110 working days, which equates to approximately a 6 ½-7 month construction duration. Accordingly, the construction of the project should have been completed around the end of February 2012.

In early March of this year, the City approved additional CE&I fees to allow GS&P to continue providing CE&I services through August 2012, which was the anticipated completion date at that time.

Presently, the project is 76% complete. Below are the areas that remain unfinished and R. E. Grills' estimate of the time it will take to complete these areas:

Design Services For The Built Environment



Mr. Christopher Brady, P.E.
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Area To Be Completed	Estimated Duration
Merryvale Road Sta. 22+25 to Sta. 24+20 (retaining wall area)	30 working days
Merryvale Road Sta. 21+70 to Sta. 21+95 (corner of Old Montgomery Hwy.)	5 working days
Merryvale Road at US Hwy. 31 (tie-in and ALDOT requested revisions at US 31)	5 working days
Post Oak Road (Ramp at Leona Way, wall & steps at 1817 Post Oak Rd, replace sidewalks with cross slopes greater than 2.0%)	10 working days
Willoughby Road	45 working days
Eastwood Road (reconstruct and complete ramps, replace sidewalks with cross slope greater than 2.0%)	10 working days
Punch list & other corrective work	17 working days (estimated)
TOTAL	122 working days (approx. 7.4 months)

Based on the above areas that need to be completed and the estimated durations, the current anticipated project completion date is the end of May of 2013. In order to allow for Gresham, Smith and Partners (GS&P) to continue to provide CE&I services through the completion of the project, GS&P requests that the City approve additional CE&I fees:

Project No. SRTS-SR09(914)	\$29,421.00
Project No. STPBH-CN10(908)	\$57,743.00 (includes \$31,851 for BECC)

These additional fees will allow us to continue providing normal, ALDOT required CE&I services through the completion of the project. In addition, GS&P will provide the following services:

1. Coordinate with ALDOT and the City to assist in resolving any outstanding ADA compliance questions or issues.
2. Coordination for Change Request/Supplemental Agreement #2 – GS&P will calculate quantities for minor structure concrete and unclassified excavation; obtain, review, negotiate and coordinate unit prices for the above items with the Contractor and ALDOT; review Contractor's time extension request for additional work included in Supplemental Agreement #2 and coordinate/negotiate with the Contractor and ALDOT.
3. Coordination for Change Request/Supplemental Agreement #3 – GS&P will continue to coordinate the information needed for ALDOT to consider this Change Request related to adding the retaining wall, handrailing and other items



Mr. Christopher Brady, P.E.
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- Center. GS&P will provide a cursory review the revised retaining wall drawings provided by the City and coordinate any needed revisions with ALDOT & the City; submit the revised retaining wall drawings to ALDOT and the Contractor for review; obtain, review and negotiate unit prices with the Contractor and ALDOT; review Contractor's time extension request for the construction of this wall and coordinate/negotiate with the Contractor and ALDOT.
4. At ALDOT's request, GS&P will provide a drawing showing the ALDOT requested revisions to the crosswalk, ramps and sidewalk on Merryvale Road at US Hwy. 31. GS&P will submit this drawing to ALDOT for their review and approval.
 5. Review time extension requests submitted by the Contractor; coordinate additional, supporting information needed with ALDOT and the Contractor; make time extension recommendations to the City and ALDOT; submit time extension requests to ALDOT for review and approval.

The additional fee amount for the STPBH project is eligible for 80% federal reimbursement through ALDOT (up to the maximum funding amount). We recommend that the City submit the additional CE&I amount to ALDOT for their review and approval, which will allow the City to be reimbursed for 80% of this cost (up to the funding limit).

Attached is an updated summary of the CE&I budget and expenses to date for both projects. As requested, we are providing a billing detail report that shows all of the hours that we have spent on these projects for tasks not included in our Scope of Services or are not considered normal CE&I tasks. Some of these tasks include:

- Coordinating ADA issues, questions, etc. with ALDOT, the City and the Contractor.
- Determining locations, profiles and quantities (overruns) for removing and reconstructing driveways to provide 2% cross slope; coordination with ALDOT, FHWA, the City and the Contractor on the driveway reconstruction; provide drawings to Contractor for driveway reconstruction.
- Coordination with ALDOT, the City and the Contractor on the layout of the handicap ramps to comply with ADA, PROWAG and ALDOT requirements.
- Coordination with ALDOT, the City and the Contractor on additional work, pay items and quantities needed (Supplemental Agreement #1 and overruns of existing pay items); compile information for Change Request/Supplemental Agreement #1 and coordinate with ALDOT, City and Contractor.
- Participation in ADA/Accessibility Scoping Field Review with ALDOT; coordination of results of scoping review, remedial work and plan revisions needed with ALDOT, City and Contractor.
- Coordination of the additional retaining wall on Merryvale Road with ALDOT, City and Contractor; review drawings for City; coordination with ALDOT & Contractor.



Mr. Christopher Brady, P.E.
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- Coordinating drainage revisions on Vestaview Lane, Post Oak Road and Merryvale Road with ALDOT, City and Contractor.
- Documentation/justification of additional work required and project overruns for ALDOT.
- Review of Contractor time extension requests; coordination additional, supporting information needed with ALDOT and the Contractor; recommendation of appropriate time extensions to City and ALDOT.
- Providing CE&I services for replacement of ramps on Vestaview Lane/Canyon Rd. and Post Oak Road for City.

Summary of GS&P Hours and Direct Labor Costs To Date (as of 9/26/12)

Project No.	Total Hours	Direct Labor Cost	Add'l. Svcs. Hours	Add'l. Svcs Direct Labor Cost
SRTS-SR09(914)	611.50	\$21,594.13	204.25	\$7,744.76
STPBH-CN10(908)	671.25	\$24,029.66	187.50	\$7,796.26

I'm sure that no one anticipated the complications that have arisen during this project. We appreciate your understanding, and we look forward to providing continued CE&I services to the City and ALDOT to complete this project. If you have any questions or would like to discuss this request, please don't hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Blair C. Perry".

Blair C. Perry, P.E.
Project Manager

BCP

Attachments CE&I Services Summary (SRTS & STPBH projects)
Fee Proposal – Supplemental Agreement #2 (STPBH project)
BECC Supplemental Fee Proposal
Labor Details – Additional Services (SRTS & STPBH projects)

Copy Jim Griffo – GS&P (via email)

CE&I Services Summary
SRTS-SR09(914)
GS&P Project No. 28542.00
 Revised 10/8/12

Total Original Fee	\$68,070.00	
Supplemental Agreement #1	\$19,156.00	
Total Fee	\$87,226.00	
Fee Billed Through 9/25/12	\$87,226.00	100.00% % Complete
Unbilled Fee Through 9/25/12	\$1,421.00	
Fee Remaining	\$0.00	
Budget for Project Close-Out Work (GS&P)	\$7,500.00	
BECC Remaining Fee (incl. GS&P markup)	\$0.00	
Greg Hansen Fee Remaining (incl. GS&P markup)	\$0.00	
Fee Remaining for normal (monthly) CE&I work	(\$7,500.00)	

BECC Fee (included in GS&P Total Fee Above)	\$17,380.09	
BECC Fee Billed Through 9/25/12	\$17,380.00	100.00% % Complete
BECC Fee Remaining	\$0.09	

Greg Hansen Fee (included in GS&P Total Fee Above)	\$8,500.00	
Greg Hansen Fee Billed Through 9/25/12	\$8,437.50	99.26% % Complete
Greg Hansen Fee Remaining	\$62.50	

R. E. Grills % Complete Thru 9/30/12 69.56% % Complete

Estimated time for Grills to complete SRTS work		
Post Oak Road	0.5 months	Leona way ramp, wall & steps at 1817 Post Oak Rd.
Willoughby	2.6 months	45 working days (per Grills)
Eastwood	0.5 months	Reconstruct ramps
Punch list & corrective work	0.5 months	
Total estimated time for Grills to complete SRTS work	4.1 months	

Future Estimated CE&I Monthly Cost	Monthly Cost	
GS&P	\$5,000.00	
BECC	\$0.00	See separate BECC additional fee request
Greg Hansen	\$0.00	
Total Estimated CE&I Monthly Cost	\$5,000.00	

Original Budget for Normal (Monthly) CE&I Work	
GS&P	\$9,124.00
BECC	\$4,966.00
Greg Hansen	\$2,429.00
Total	\$16,519.00 for 3.5 months (does not include start-up & close-out work)

Total CE&I Cost to Complete (Normal Monthly CE&I Costs - does not include close-out work)	\$20,500.00
Previously unbilled fee amount	\$1,421.00
Cost to complete project close out work	\$7,500.00
Total Cost to Complete	\$29,421.00

CE&I Services Summary
STPBH-CN10(908)
GS&P Project No. 28543.00
Revised 10/8/12

Total Fee	\$58,323.00	
Supplemental Agreement #1	\$61,640.00	
Total Fee	\$119,963.00	
Fee Billed Through 9/25/12	\$113,499.92	94.61% % Complete
Fee Remaining	\$6,463.08	
Less Budget for Project Close-Out Work (GS&P)	(\$7,500.00)	
Less BECC Remaining Fee (incl. BECC 8/31/12 invoice not billed to City yet)(incl. GS&P markup)	(\$6,230.19)	
Less Greg Hansen Fee Remaining (incl. GS&P markup)	(\$65.63)	
GS&P Fee Remaining for normal, monthly CE&I work	(\$7,332.73)	

BECC Fee (included in GS&P Total Fee Above)	\$48,032.75	
BECC Fee Billed Through 8/31/12	\$47,249.32	98.37% % Complete
BECC Fee Remaining	\$783.43	

Greg Hansen Fee (included in GS&P Total Fee Above)	\$6,500.00	
Greg Hansen Fee Billed Through 9/25/12	\$6,437.50	99.04% % Complete
Greg Hansen Fee Remaining	\$62.50	

R. E. Grills % Complete Thru 9/30/12 89.02% % Complete

Estimated time for Grills to complete STPBH work		
Vestaview/Canyon	months	
Merryvale (retaining wall area)	1.8 months	30 working days (Per Grills)
Merryvale (complete other areas)	0.5 months	US 31 connection & Old Montgomery Hwy. intersection (Per Grills)
Punch list work & corrective work	0.8 months	
Total estimated time for Grills to complete STPBH work	3.1 months	

Future Estimated CE&I Monthly Cost	Monthly Cost
GS&P	\$4,500.00
BECC	\$10,695.39
Greg Hansen	\$0.00
Total Estimated CE&I Monthly Cost	\$15,195.39

Original Budget for Normal (Monthly) CE&I Work	
GS&P	\$9,004.00
BECC	\$3,287.50
Greg Hansen	\$1,857.00
\$14,148.50 for 3.5 months (does not include start-up & close-out work)	

Total CE&I Cost to Complete (Monthly Normal CE&I Costs - does not include close-out work) \$46,345.95

Prepare, negotiate, review Supplemental Agreements #2 & #3; Coordinate ADA compliance issues w/ALDOT & City; Prepare drawing for ALDOT requested revisions at Merryvale at US 31. Review/negotiate Contractor time extension requests.	\$4,332.00
Cost to complete project close out work	\$7,500.00

Total cost to complete \$58,177.95

Project No.	STPBH-CN10(908)
County	Jefferson
Description	Sidewalks in Vestavia Hills Along Canyon Road, Vestaview Lane, and Merryvale Road
Scope of Work	CE&I (Supplemental Agreement #2)
Project Length	1.33 Miles
Consultant	Gresham, Smith and Partners

Fee Proposal (Construction Engineering & Inspection)

PERSONNEL COST			
	Man-days	Daily Rate	
Professional Civil Engineer	0.25	\$ 344.00	\$ 86.00
Project Manager	13.29	\$ 296.00	\$ 3,933.84
Senior Inspector	16.13	\$ 232.00	\$ 3,742.16
Level II Inspector	0.00	\$ 192.00	\$ -
Level I Inspector	0.00	\$ -	\$ -
Administrative Assistant	4.12	\$ 152.00	\$ 626.24
Total Direct Labor			\$ 8,388.24
Combined Overhead (%)	158.51		\$ 13,296.20
Out-of-Pocket Expenses**			\$ 386.75
Sub-Total			\$ 22,071.19
Operating Margin (10%)			\$ 2,207.12
Sub-Total			\$ 24,278.31
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
BECC, Inc (Materials Testing, CE&I)			\$ 31,851.39
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,592.57
Sub-Total			\$ 57,722.27
Facilities Capital Cost of Money (% of Direct Labor)	0.25		\$ 20.97
TOTAL FEE			\$ 57,743.24

**See Grand Total Fee sheet

EXHIBIT BB - Fee Proposal - Supplemental Agreement No. 2

Project No. STPBH-CN10(908) County Jefferson Description Sidewalks in Vestavia Hills Along Canyon Road, Vestaview Lane, and Merryvale Road Scope of Work CE&I (Supplemental Agreement #2) Project Length 1.33 Miles Consultant Gresham, Smith and Partners							
Construction Engineering & Inspection Tasks and Hours							
	Hours						
	Professional Civil Engineer	Project Manager	Senior Inspector	Level II Inspector	Level I Inspector	Admin. Assistant	Comments
Individual Tasks							
Coordinate ADA compliance issues with ALDOT & City		4.00					
Change Request/Supplemental Agreement #2 (Minor structure concrete, unclassified excavation) - Calculate pay items & quantities needed; obtain, review and coordinate pricing with Contractor; coordinate pay items, quantities and Contractor unit prices with ALDOT; review Contractor time extension request and coordinate with ALDOT.		4.00				0.25	
Change Request/Supplemental Agreement #3 (Merryvale retaining wall) - Review revised retaining wall drawings & coordinate with City and ALDOT; send revised retaining wall drawings to Contractor; review and negotiate unit price with Contractor; coordinate unit price & Contractor time extension request with Contractor & ALDOT.		12.00	4.00			0.50	
Merryvale Rd at US-31 (re-align crosswalk and ramps). Send to ALDOT for review and approval. Make revisions as needed. Send drawing to Contractor.	2.00	1.00					
Review time extension requests. Coordinate with ALDOT & Contractor on time extensions.		8.00	8.00				
Total Hours - Individual Tasks	2.00	29.00	12.00	0.00	0.00	0.75	
Total Man-Days - Individual Tasks	0.25	3.63	1.50	0.00	0.00	0.09	
Monthly Tasks							

EXHIBIT BB - Fee Proposal - Supplemental Agreement No. 2

<p align="center">Project No. STPBH-CN10(908)</p> <p align="center">County Jefferson</p> <p align="center">Description Sidewalks in Vestavia Hills Along Canyon Road, Vestaview Lane, and Merryvale Road</p> <p align="center">Scope of Work CE&I (Supplemental Agreement #2)</p> <p align="center">Project Length 1.33 Miles</p> <p align="center">Consultant Gresham, Smith and Partners</p>							
Construction Engineering & Inspection Tasks and Hours							
	Hours						Comments
	Professional Civil Engineer	Project Manager	Senior Inspector	Level II Inspector	Level I Inspector	Admin. Assistant	
Routine Site Visits to Project - Review sidewalk and handicap ramp layouts. Review work completed by Contractor. Look at/address any issues, problems, etc. Coordinate with Project Inspector. Complete Project Observation Notes/Project Diary entry.		6.00	13.00				Project Manager - two (2) visits per month, three (3) hours per visit. Senior Project Inspector one (1) visit per week, four (4) hours per visit.
Review Inspector's Daily Diaries, Quantity Field Books, other ALDOT forms. Transcribe Project Inspector's notes into Project Diary.		2.00	2.00			8.00	
Coordinate materials testing with Materials Testing subconsultant		1.00	3.00				Senior Insepctor - 5-10 min/day.
Attend one (1) Owner, Engineer, Contractor (OEC) meeting per month (includes site visit)		4.00	4.00				
Prepare & distribute meeting notes from OEC meetings		1.00	1.00			0.50	
Review concrete, other materials testing reports & material certifications. Enter onto BMT-38s.		1.00	5.00				Senior Inspector - 1.25 hrs/week average.
Review weekly contractor payroll information & forward to ALDOT.						1.00	Clerical-1 hour per month
Review Contractor DBE reports & forward to ALDOT.		0.25	0.50			0.25	
Review Contractor submittals (schedules, equipment, materials, other technical submittals).		1.00	1.00				Prof. Engineer - 0.5 hrs/week. Senior Inspector - 0.5 hr/week avg.
Misc. coordination with Contractor, ALDOT, City. Review miscellaneous project correspondence.		2.00	2.00			0.25	Prof. Engineer - 0.5 hr/week. Senior Inspector - 1 hr/week.
Misc. site visits as requested by Contractor or City		2.00	2.00				Assume one per month.
Review/verify monthly quantities. Prepare monthly Contractor pay estimates on ALDOT forms. Review quantities with Contractor and resolve quantity differences. Update Overruns/Underruns. Prepare C-20s and send to Contractor & ALDOT.		4.00	2.00			0.25	

EXHIBIT BB - Fee Proposal - Supplemental Agreement No. 2

<p align="center">Project No. STPBH-CN10(908)</p> <p align="center">County Jefferson</p> <p align="center">Description Sidewalks in Vestavia Hills Along Canyon Road, Vestaview Lane, and Merryvale Road</p> <p align="center">Scope of Work CE&I (Supplemental Agreement #2)</p> <p align="center">Project Length 1.33 Miles</p> <p align="center">Consultant Gresham, Smith and Partners</p>							
Construction Engineering & Inspection Tasks and Hours							
	Hours						
	Professional Civil Engineer	Project Manager	Senior Inspector	Level II Inspector	Level I Inspector	Admin. Assistant	Comments
Complete ALDOT monthly pay estimate paperwork & forward to ALDOT.		0.50	1.50			0.25	
Miscellaneous ALDOT paperwork (stored material requests, supplemental agreements, etc.)		1.00	2.00			0.25	
Totals hours per month - Monthly Tasks	0.00	25.75	39.00	0.00	0.00	10.75	
Construction Duration (Months)	3.00	3.00	3.00	3.00	3.00	3.00	Assume 3 additional months of additional CE&I services required to complete STPBH portion of project.
Total Man-Days - Monthly Tasks	0.00	9.66	14.63	0.00	0.00	4.03	
Project Close-Out Activities							
Substantial Completion Inspection							Included in original fee proposal
Prepare, issue Substantial Completion Punch List							Included in original fee proposal
Final Inspection							Included in original fee proposal
Take cross sections at cut driveways. Plot cross sections & calculate unclassified excavation.							Included in Supplemental Agreement #1
Finalize BMT 38s. Obtain any missing information from Contractor or ALDOT. Submit BMT 38s to ALDOT for review. Resolve any issues with BMT 38s.							Included in original fee proposal
Calculate & review final project quantities. Prepare Final Estimate. Send to Contractor for review. Resolve differences with Contractor.							Included in original fee proposal
Finalize Final Estimate. Send Final Estimate to ALDOT.							Included in original fee proposal

EXHIBIT BB - Fee Proposal - Supplemental Agreement No. 2

Project No. STPBH-CN10(908) County Jefferson Description Sidewalks in Vestavia Hills Along Canyon Road, Vestaview Lane, and Merryvale Road Scope of Work CE&I (Supplemental Agreement #2) Project Length 1.33 Miles Consultant Gresham, Smith and Partners							
Construction Engineering & Inspection Tasks and Hours							
	Hours						Comments
	Professional Civil Engineer	Project Manager	Senior Inspector	Level II Inspector	Level I Inspector	Admin. Assistant	
Resolve quantity questions/differences with ALDOT.							Included in original fee proposal
Prepare one (1) set of as-built plans. PE Review & stamp as-builts. Send as-builts to City.							Included in original fee proposal
Coordinate project closeout with ALDOT							Included in original fee proposal
Compile and deliver all project construction records to ALDOT at the completion of the project.							Included in original fee proposal
Total Hours - Project Close-Out Activities	0.00	0.00	0.00	0.00	0.00	0.00	
Total Man-Days - Project Close-Out Activities	0.00	0.00	0.00	0.00	0.00	0.00	
Total Man-Days	0.25	13.29	16.13	0	0	4.12	

Project No. STPBH-CN10(908)
County Jefferson
Description Sidewalks in Vestavia Hills Along Canyon Road, Vestaview Lane, and Merryvale Road
Scope of Work CE&I (Supplemental Agreement #2)
Project Length 1.33 Miles
Consultant Gresham, Smith and Partners

Out-of-pocket Expenses (Construction Engineering & Inspection)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Project (Routine Site Visits, Misc. Site Visits/Meetings, Progress Meetings)	25	15	\$0.510	\$ 191.25
Trips to ALDOT 3rd Division Office	2	25	\$0.510	\$ 25.50
	0	0	\$0.510	\$ -
	0	0	\$0.510	\$ -
Total Mileage Cost				\$ 216.75

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 216.75

PRINTING / REPRODUCTION COST

Type of printing/reproduction (see attached breakdown)	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
8 1/2"x11" B/W Prints & Copies	0	0	500	\$ 0.08	\$ 40.00
11"x17" B/W Prints & Copies	0	0	500	\$ 0.16	\$ 80.00
22"x34" B/W Prints & Copies	0	0	0	\$ 0.72	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 120.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ 50.00

Other (provide description on next line)	Total
Stakes, construction paint, field books	\$ -

Total Out-of-pocket Expenses \$ 386.75

Comments:

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



BECC

Birmingham Engineering & Construction Consultants, Inc.

LISA K. MORRISON
President & CEO

RICHARD A. RHINEHART, P.E.
Senior Vice President

MARTIN T. BURFORD, P.E.
Vice President

September 26, 2012

Mr. Blair Perry, P.E.
Gresham Smith & Partners
3595 Grandview Parkway
Birmingham, Alabama 35243

Subject: Proposal for Additional Construction Materials Testing Services
For Vestavia Hills Sidewalks
ALDOT Project Number STPBH-CN10(908)
Canyon Road, Vestaview Lane and Merryvale Road
Vestavia Hills, Alabama
BECC Proposal Number: Q1-12030rrr

Dear Mr. Perry:

Birmingham Engineering and Construction Consultants, Inc. (BECC) appreciates the opportunity to submit our proposal for call-out construction materials testing services for the subject project. BECC is a certified testing laboratory with certifications from several independent national organizations and we meet the requirements of ASTM E 548. Our technicians and inspectors are certified in materials testing by ACI, NICET, AWS, FAA and ALDOT. BECC is also a certified woman-owned small business (DBE) with the ALDOT.

Based on our knowledge of the project, we anticipate the following inspection and testing may be required:

- Compaction Testing/ Proofrolling
- Concrete Testing
- ALDOT Inspector Services

Geotechnical, Materials & Environmental Engineers

360 Industrial Lane • Birmingham, Alabama 35211
(205) 941-1119 • FAX (205) 941-1198
<http://www.beccinc.com>

PROJECT DESCRIPTION

This proposal is for the purpose of expanding BECC original scope of services and schedule for the subject project. We understand that the project will consist of sidewalks and crosswalk additions to the City of Vestavia Hills in Alabama. The project is funded under a grant by the Alabama Department of Transportation (ALDOT). The sidewalk areas include Vestaview Lane, Canyon Road and Merryvale Road.

BECC will be responsible for inspection and construction materials testing that will primarily include concrete testing. All testing procedures will be to ALDOT and ASTM guidelines. We have estimated that the total duration for the additional services is approximately 55 working days. Depending on the contractor's schedule, the actual time may vary.

UNIT RATES AND TERMS

We have provided our unit rates and estimated budget on the attached **Exhibit "A"**. The remaining budget as of February 1, 2012 was subtracted from the proposed amount. This budget was based upon the contractors anticipated schedule and may need to be revised once the project is underway. BECC will use these rates to complete the above Scope of Services. The attached rates are for **call-out** construction materials testing services for this project and do not include engineering consultation or investigation services unless otherwise requested.

For services contracted on a **call-out** basis, the client or his authorized field representative is responsible for requesting and coordinating our services. BECC cannot assume any responsibility for work not tested due to inadequate instructions, or notification by client. Construction monitoring is not insurance, nor does it constitute a warranty or guarantee of any type. The test results are reported to and for the specific use of the client and may not be relied upon by any third party.



CLOSING

We appreciate the opportunity to continue our good working relationship with you on this project. We have attached a copy of our Terms and Conditions and if acceptable, please execute the last page of the Terms and Conditions and fax it back to me.

Our primary objective is to provide the necessary services in the most efficient manner to verify specification compliance. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Respectfully submitted,

Birmingham Engineering & Construction Consultants, Inc.

A handwritten signature in black ink, appearing to read "Martin T. Burford". The signature is fluid and cursive, with a large initial "M" and "B".

Martin T. Burford, P.E.
Vice President



VESTAVIA HILLS SIDEWALKS

ALDOT Project Nos. STPBH-CN10(908)

EXHIBIT "A"

Fee Proposal for

Construction Materials Testing and Inspection Services

Vestavia Hills, Alabama

BECC Proposal Nos. Q1-12030rrr

October 1, 2012

Personnel	Work Days	Hours/Day	Hourly Cost	Total
Inspector/ Technicians -Field and Lab (ALDOT Concrete Certified)	55.00	8.00	\$ 22.00	\$ 9,680.00
Inspector/ Technicians -Field and Lab (ALDOT Concrete Certified)-OT	0.00	0.00	\$ 33.00	\$ -
Project Engineer, PE - Report Review/Proj Management	55.00	0.25	\$ 27.89	\$ 383.49
Administrative	0.00	0.25	\$ 14.00	\$ -
Total Direct Labor				\$ 10,063.49
Combined Overhead (%)	169.05			\$ 17,012.33
Sub-Total				\$ 27,075.81
Other Costs	Quantity	Units	Unit Cost	Total
Concrete Cylinders (35 sets of 4 cylinders)	160.00	cylinders	\$ 8.00	\$ 1,280.00
Mileage	1200	miles	\$ 0.50	\$ 600.00
Sub-Total				\$ 1,880.00
Operating Margin (10%)				\$ 2,895.58
Facilities Cost of Capital- FCC (%)	2.53			\$ 254.61
ESTIMATED FEE				\$ 31,851.39

Notes:

This budget was based upon an anticipated schedule of 50 workdays.

Minimum call-out time is 4 hours for all field technicians.

All personnel rates are charged portal-to-portal.

Overtime will be charged at a rate of 1.5 times the hourly rate for any hours worked over 8 per working day, over 40 hours per working week, before 7:00 a.m. or after 5:00 p.m., and any hours worked on Saturdays or Sundays. National Holidays will be billed at 2 time the prorated hourly rate.

		Date	Labor Code	Total Hours
Phase: 08 Extra Service				
02728	Gurney, Bryan	2/8/2012	72085	.50
	Revisions to Driveway calculations for RE Grills Time Extention			
02728	Gurney, Bryan	3/30/2012	72085	.25
	Sidewalk Ramp Calculation			
02728	Gurney, Bryan	4/2/2012	72085	1.00
	Sidewalk Ramp Calculation			
03265	Corlett, Leslie	1/24/2012	72085	1.00
	detour diagram to close post oak rd			
03265	Corlett, Leslie	3/9/2012	72085	2.25
	shooting driveways in field			
03265	Corlett, Leslie	3/12/2012	72085	2.50
	setting up file to work in, driveway plan & profiles, putting in shots from field, calculating quantities from placement and removal			
03265	Corlett, Leslie	3/13/2012	72085	7.50
	driveway plan & profiles, calculating quantities for placement & removal			
03265	Corlett, Leslie	3/14/2012	72085	7.25
	driveway quantities, problems with Microstation, fixing printing, creating pdf's of plan & profile views			
03265	Corlett, Leslie	3/15/2012	72085	7.00
	printing, redoing prf's, out in field with David reshooting several driveways, redrafting some driveway profiles			
03265	Corlett, Leslie	3/16/2012	72085	2.75
	working on driveways, working on quantity spreadsheet			
03265	Corlett, Leslie	3/19/2012	72085	5.00
	valley gutter to curb detail, copied pictures to directory, checking through driveways with Blair, some revisions, adding Canyon & Eastwood			
03265	Corlett, Leslie	3/20/2012	72085	6.50
	getting driveway packages together for ALDOT, writing letter to Geneva Brown			
03265	Corlett, Leslie	3/21/2012	72085	.50
	getting driveway package ready to go out to Christopher Brady, responding to email			
03265	Corlett, Leslie	3/29/2012	72085	1.50
	looking at Don Chappell's response to driveway letter, driveway discrepancies between poured & removed			
03265	Corlett, Leslie	3/31/2012	72085	2.00
	reclass from 28543.00, shooting driveways in field			
03265	Corlett, Leslie	4/2/2012	72085	1.00
	driveways on Willoughby, spreadsheet, sent to Blair, made PDF & copies			
03265	Corlett, Leslie	4/11/2012	72085	4.00
	Merryvale, revising 5 driveway profiles, plan views & quantities per valley gutter insertion			
03265	Corlett, Leslie	4/12/2012	72085	1.25
	revisions to driveways			
03265	Corlett, Leslie	4/13/2012	72085	2.75
	back-checking Blair's retaining wall quantities			
03265	Corlett, Leslie	5/1/2012	72085	1.25
	updated supplemental agreement, printed & organized exhibits & supp agreements for Blair			
03265	Corlett, Leslie	5/16/2012	72085	.50
	review of Blair's letter to Grills from Field Scope Review			
03265	Corlett, Leslie	7/3/2012	72085	.75
	detail for Blair for handicap ramps			
03265	Corlett, Leslie	7/23/2012	72085	.25
	handicap detail ramp changes per Lance Taylor			
03265	Corlett, Leslie	7/24/2012	72085	.75
	altering sheet per changes from Blair			
03265	Corlett, Leslie	7/30/2012	72085	.75
	looking for RPC traffic counts, sorting thru clearzone guidance on residential streets & acceptable clear zone width			
03276	Perry, Blair	7/27/2011	72085	.50
	Driveway/ADA cross slope issue - discuss w/C Brady & ALDOT			
03276	Perry, Blair	8/1/2011	72085	.50
	Driveway ADA cross slope issue - research FHWA & Access Board guidelines, coord. w/Greg Hansen & ALDOT			
03276	Perry, Blair	8/4/2011	72085	.25

		Date	Labor Code	Total Hours
	ADA/drive cross slope issue - review & respond to Greg Hansen comments; coord. w/C Brady			
03276	Perry, Blair	8/5/2011	72085	.25
	Coord. ADA/driveway cross slope issue w/C Brady; ADA/driveway cross slope confirmation e-mail to C. Brady, others			
03276	Perry, Blair	8/14/2011	72085	.50
	Correction from 8/10 - Coord. driveway ADA cross slopes w/City & ALDOT; Addl easements-discuss addl easements, required donation language w/C Brady, B Wisener & ALDOT			
03276	Perry, Blair	8/17/2011	72085	.50
	ADA Driveway cross slope issue-discuss w/ALDOT & City; missing items in plans-brick paver qty takeoff for HC ramps			
03276	Perry, Blair	8/18/2011	72085	.25
	Brief PIC on ADA driveway cross slope issue, misc. driveway cross slope coord.			
03276	Perry, Blair	8/19/2011	72085	2.75
	ADA ramp research & coord. w/City; Coord. Ty C C&G areas & other addl pay items needed w/City; Addl pay items-pay item research, quantity takeoff and letter to Grills requesting pricing, coord. w/C Brady			
03276	Perry, Blair	8/22/2011	72085	.25
	Letter to grills re pricing for additional pay items needed			
03276	Perry, Blair	8/23/2011	72085	1.25
	Add'l pay items & qtys- memo re guardrail on Merryvale at ret wall; quantity takeoff & letter to Grills re additional pay items needed; talk to Marty Burford at BECC about asphalt drive buildups			
03276	Perry, Blair	8/24/2011	72085	.50
	Review & coord. addl HC ramp details w/G Hansen; send driveway typical section & HC ramp details to Grills; talk to Grills re addl pay items; send CB ALDOT ROW donation letter			
03276	Perry, Blair	8/25/2011	72085	.50
	Add driveway detail & HC ramp details to plans; Addl pay items-coord. pricing for addl pay items			
03276	Perry, Blair	9/8/2011	72085	.50
	Talk to R Swann at Grills about pricing for additional pay items; Calculate qtys for concrete driveway overruns			
03276	Perry, Blair	9/12/2011	72085	1.75
	Additional concrete drive removal and required qtys; calculate other overruns; stationing problem on Willoughby; aggregate surfacing qtys (overrun)			
03276	Perry, Blair	10/13/2011	72085	.25
	Coord. pricing for Change Request #1 w/Rick Swann at Grills; Email & coord. need for channelizing drums w/ALDOT			
03276	Perry, Blair	10/17/2011	72085	.50
	Review & update overruns/underruns for items left out of project; coord. Change Request #1 w/Grills & City			
03276	Perry, Blair	10/26/2011	72085	.50
	Research ADA & FHWA guidelines on HC ramps & crosswalks, typical detail sketch for HC ramps & crosswalks; Review Hansen CAD files; Coord. HC ramps & crosswalks w/City			
03276	Perry, Blair	11/14/2011	72085	2.50
	Review existing overruns; calculate additional overruns; update overrun/underrun report			
03276	Perry, Blair	11/15/2011	72085	.50
	PM-review invoices from BECC (field concrete testing) & Greg Hansen. Finish Estimate 3 package & send to City. Send overrun/underrun report to City.			
03276	Perry, Blair	11/16/2011	72085	1.50
	Change Request #1 - Review pricing information from Grills, prepare letter to ALDOT, prepare summary spreadsheet of pay items, quantities & costs, compile Change Request 1 package to send to ALDOT			
03276	Perry, Blair	11/18/2011	72085	.25
	Finalize Change Request #1 information & send to ALDOT			
03276	Perry, Blair	12/7/2011	72085	.50
	Talk to Geneva Brown, Danny Reid & Adriana Dunn at ALDOT about Change Request work/items/prices			
03276	Perry, Blair	12/8/2011	72085	.25
	Talk to C Brady & D Key about ALDOT comments/concerns w/Change Request #1			
03276	Perry, Blair	12/14/2011	72085	.50
	Talk to R Swann at Grills about need for uncl. exc. for driveway reconstruction, force account work, Change Request 1; Talk to C Brady about Change Request, force account			
03276	Perry, Blair	12/19/2011	72085	.25
	Coord. Change Request 1 draft letter for City, letter to ALDOT w/D Key			
03276	Perry, Blair	1/3/2012	72085	.75
	Handicap ramps-coord. w/C Brady, G Hansen & ALDOT; Review R.E. Grills letter re time extension & uncl. exc. for drives			
03276	Perry, Blair	1/6/2012	72085	.25
	Station equations on Willoughby & Post Oak			
03276	Perry, Blair	1/9/2012	72085	1.50

	Date	Labor Code	Total Hours
03276	1/10/2012	72085	1.00
Coord. grading revisions at 1817 Post Oak w/City & G Hansen; Draft letter re items to remove from Change Request 1 for City; Site visit at 1817 Post Oak Rd to look at need for ret wall			
03276	1/11/2012	72085	3.00
Coord. grading revisions/ret wall at 1817 Post Oak; Handicap ramps-prepare for meeting w/ALDOT			
03276	1/12/2012	72085	1.25
Mtg. w/ALDOT, FHWA & City to discuss curb ramps, inspection, traffic control, etc.; Site visit on Post Oak Rd. w/City to look at plan revisions; Markup Post Oak plan revisions to submit to ALDOT			
03276	1/13/2012	72085	.50
Coordinate plan revisions on Post Oak w/ALDOT & City; Look at plan revisions needed on Post Oak Rd.; send marked up plans & summary of Post Oak Plan revisions to ALDOT			
03276	1/14/2012	72085	.75
Expense report (Post Oak plan revisions site visit); Talk to Rick at Grills about time extension request for drives, Change Request #1, Post Oak plan revisions			
03276	1/15/2012	72085	.25
Correction from 1/9-Site visit w/Greg Hansen on Post Oak Rd to look at grading at 1817 Post Oak Rd, drainage & curb&gutter layout on Post Oak Rd			
03276	1/16/2012	72085	.25
Correction from 1/10-Coord. Post Oak plan revisions, grading revisions at 1817 Post Oak Rd w/City & ALDOT			
03276	1/18/2012	72085	1.00
Coord. plan revisions on Post Oak, Contractor driveway time extension request, other misc. CE&I w/JDK			
03276	1/20/2012	72085	1.50
Coord. plan revisions on Post Oak Rd. w/C Brady;Site visit to measure existing pavement widths, look at water main location on Post Oak w/C Brady			
03276	1/24/2012	72085	.25
Discuss/evaluate Grills time extension request for driveways, add'l information needed from ALDOT;Progress meeting-discuss issue w/curb ramps w/ALDOT & City; Send detailed description of Post Oak plan revisions to City			
03276	1/30/2012	72085	.50
Time extension request for drives -Review add'l info from Grills, send to City			
03276	1/31/2012	72085	.25
Post Oak plan revisions-coord. Post Oak plan revisions, add'l pay items needed w/ALDOT & C Brady. Coord. curb ramps, driveways & overall construction & CE&I w/C Brady. Coord. future inspection w/C Brady			
03276	2/3/2012	72085	.25
Coord. plan revisions on Post Oak Rd. w/C Brady.			
03276	2/8/2012	72085	1.00
Post Oak Plan Revisions & TCP Detour - Coord. w/ALDOT & City.			
03276	2/13/2012	72085	.50
Driveway time extension & uncl. exc. request-review information from Grills, letter to City re time extension & uncl. exc, discuss time extension w/Grills, review/revise estimated qtys. for uncl. exc.			
03276	2/14/2012	72085	2.00
Coordinate project w/C Brady - Post Oak plan revisions, curb ramps, additional CE&I, etc.			
03276	2/16/2012	72085	.50
Proj. Mgmt.-review CE&I fees spent to date vs. budget, estimate fees needed to complete project. Meet w/City to review CE&I fees, budget, est. amount to complete, discuss additional FT CE&I.			
03276	2/17/2012	72085	1.25
Coord. Post Oak plan revisions w/ALDOT			
03276	2/20/2012	72085	.75
Additional driveways-review letter to City re: Grills time extension request, unclassified excavation. Review additional driveways & estimated qty for uncl. exc. Coord. add'l driveways w/J Hughes.			
03276	3/5/2012	72085	.50
Coord. Change Request #1, Post Oak plan revisions w/ALDOT. Coord. invoices & add'l CE&I proposal w/Greg Hansen.			
03276	3/7/2012	72085	.25
Review overruns, plan revisions, monthly estimates, time charges w/D. Pendley at ALDOT.			
03276	3/9/2012	72085	.25
Coord. profiles needed for additional driveways to be removed and reconstructed.			
03276	3/12/2012	72085	.25
Coordinate driveway profiles w/JDK & LBC.			
03276	3/13/2012	72085	2.50
Additional driveway profiles & quantities to provide 2% max cross slope. Coord. Post Oak Rd plan revisions & Change Request #1 w/ALDOT.			

		Date	Labor Code	Total Hours
	Meeting on site w/ALDOT & City to look at curb ramp at Post Oak & Merryvale. Look at curb ramps on Post Oak Rd w/ALDOT. Talk to ALDOT about Post Oak Rd. plan revisions. Review overruns w/ALDOT.			
03276	Perry, Blair	3/14/2012	72085	2.75
	Additional driveway profiles & qtys. Request pricing for new pay items from Grills, coord. w/Grills. Review overruns w/JDK. Coord. w/C. Brady. Coord. Post Oak plan revisions, Change Request #1, curb ramps w/ALDOT.			
03276	Perry, Blair	3/15/2012	72085	3.50
	Work on quantities & profiles for additional driveways to provide 2% cross slope. Talk to R Swann at Grills re delays, Change Request #1, delays. Curb ramps replacement-field review on Post Oak Rd to mark & measure curb ramps to be replaced.			
03276	Perry, Blair	3/16/2012	72085	2.25
	Curb ramp removals & reconstruction-site visit on Post Oak & Eastwood to measure removal and reconstruction qtys & mark new ramp locations. Quantities for curb ramp removal & reconstruction. Coord. curb ramp removal & reconstruction w/City.			
03276	Perry, Blair	3/19/2012	72085	1.25
	Review/revise additional driveway removal and reconstruction qtys, sketches & profiles. Site visit-measure cross slope of driveway at Sta. 20+40 Willoughby.			
03276	Perry, Blair	3/20/2012	72085	3.00
	Print/file misc. correspondence(Change Request #1, curb ramps). Add'l driveway quantities & package for ALDOT. Send add'l drive info to ALDOT. Revise & resubmit Change Request #1. Talk to RE Grills re changes, progress meeting, Change Request 1.			
03276	Perry, Blair	3/29/2012	72085	1.50
	Additional driveway quantities-coord. w/ALDOT & City; review/respond to FHWA questions about driveway quantities.			
03276	Perry, Blair	3/30/2012	72085	1.25
	Expense report. Driveway quantities for additional driveways on Willoughby Rd. Progress meeting agenda. Research/drawing for parallel curb ramp at Post Oak & Leona Way. Progress meeting to discuss Change Request 1, driveways, time extension, other issues			
03276	Perry, Blair	4/1/2012	72085	4.00
	Reclass from 28543.00-Work on additional driveway quantities, sketches, profiles coordination, etc. on March 7,9,11,13,14,15,19,20			
03276	Perry, Blair	4/2/2012	72085	.25
	Coordinate easements needed for Willoughby driveways w/City.			
03276	Perry, Blair	4/3/2012	72085	.25
	Meeting w/G Brown & A Dunn at ALDOT to discuss Change Request 1, driveways, ramps, misc.			
03276	Perry, Blair	4/4/2012	72085	.50
	Update C Brady on ramp issue, ramp replacement & additional driveways. Coordinate ramps w/ALDOT, City & BECC.			
03276	Perry, Blair	4/5/2012	72085	.25
	Coordinate detailed drawings for ramps w/LBC. Coordinate ramps w/C Brady.			
03276	Perry, Blair	4/11/2012	72085	.50
	Review revised driveway profiles on Merryvale & send revised profile information to City & M Manning.			
03276	Perry, Blair	4/12/2012	72085	1.75
	Additional driveways on Merryvale-review revised profiles & plans & send to City & Mark. Calculate/update overruns.			
03276	Perry, Blair	4/13/2012	72085	2.00
	Review/update overruns & underruns. Check Willoughby retaining wall quantities.			
03276	Perry, Blair	4/16/2012	72085	.25
	Ramp/PROWAG issue-talk to Geneva Brown at ALDOT about ramps/PROWAG issues, communicate w/C Brady			
03276	Perry, Blair	4/19/2012	72085	.25
	Talk to Contractor about monthly estimate & current ADA issues			
03276	Perry, Blair	4/23/2012	72085	.75
	Coord project w/City Engineer. Prepare project cost summary for City Council.			
03276	Perry, Blair	4/24/2012	72085	.25
	Revise supplemental agreement #1.			
03276	Perry, Blair	4/26/2012	72085	.25
	Talk to C. Brady about ramp issues, mtg. w/ALDOT			
03276	Perry, Blair	4/30/2012	72085	.50
	Project management - review April labor & expenses; invoicing. Talk to D Pendley at ALDOT about overruns. Prepare Supplemental Agreement #1.			
03276	Perry, Blair	5/1/2012	72085	.75
	Project management-prepare Supplemental CEI Agreement. Misc. project coordination.			
03276	Perry, Blair	5/7/2012	72085	2.50
	ADA/Accessibility Issues-field review w/ALDOT to look at cross slopes, driveways, ramps on Eastwood			
03276	Perry, Blair	5/9/2012	72085	1.50
	ADA/Accessibility Issues-research curb ramps in 2010 & 1991 ADA & 2004 ADAAG. Meeting notes from field review w/ALDOT on 5/7.			

		Date	Labor Code	Total Hours
03276	Perry, Blair	5/10/2012	72085	2.75
	ADA/Accessibility scoping field review w/ALDOT on Willoughby Rd & Post Oak Rd.			
03276	Perry, Blair	5/11/2012	72085	1.00
	ADA/Accessibility scoping field review w/ALDOT on Post Oak Rd.			
03276	Perry, Blair	5/13/2012	72085	-1.00
	Correction from 5/9			
03276	Perry, Blair	5/16/2012	72085	1.75
	Memo to Grills about results of ALDOT ADA/accessibility scoping review and work that needs to be completed. Coord. ramp details w/ALDOT. Proj Mgmt-Process CE&I Suppl. Agreement #1.			
03276	Perry, Blair	5/18/2012	72085	.25
	Talk to D. Pendley at ALDOT about Supplemental Agreements & contractor time extension request & uncl. exc. request for add'l driveways.			
03276	Perry, Blair	5/21/2012	72085	.25
	Coord. Change Request/Supplemental Agreement #1 & time extension request for add'l driveways w/D Peneley at ALDOT.			
03276	Perry, Blair	5/22/2012	72085	.75
	Review Grills letter re ramp price & time ext request for ramps. Coord. info needed for add'l driveway time ext w/Grills & ALDOT. Coord. info needed for revised driveway conc unit price w/ALDOT & Grills. Coord. Willoughby easements w/City. Talk to D Noone			
03276	Perry, Blair	5/23/2012	72085	1.00
	Review/print/file corr re time ext requests. Coord. ramp price & time ext requests, Change Request #1, addl driveway uncl exc w/ALDOT & City. Coord. Willoughby work & easements w/C Brady.			
03276	Perry, Blair	5/24/2012	72085	1.00
	Coord. work on Post Oak Road (ADA scoping review) w/D Willingham @ BWSC. Update overruns/underruns. Coord. info needed for ramp change request w/ALDOT.			
03276	Perry, Blair	5/25/2012	72085	.25
	ALDOT ADA Scoping field review memo-finalize & send out			
03276	Perry, Blair	5/27/2012	72085	-.50
	Correction from 5/24			
03276	Perry, Blair	5/29/2012	72085	.50
	Revise Change Request #1, draft City concurrence letter & send to City.			
03276	Perry, Blair	6/12/2012	72085	1.00
	Talk to Grills about time extension for addl driveways, unclassified excavation for addl cut driveways, price for HC ramps. Send Grills info on uncl exc quantities for addl cut driveways.			
03276	Perry, Blair	6/13/2012	72085	.50
	Coordinate project, Willoughby easements w/C Brady at City. Coord. several issues/questions w/ G Brown at ALDOT.			
03276	Perry, Blair	6/18/2012	72085	1.00
	Meet w/Contractor on site to review work to be completed on Post Oak Rd. Re-mark ramp locations on Post Oak Rd.			
03276	Perry, Blair	6/21/2012	72085	.75
	Meet w/G Brown at ALDOT to discuss several outstanding issues (dwg for HC ramps, Contractor Change Requests, labor compliance reviews, Willoughby easements, Change Request #1). Meet w/C Brady at City to coord. Change Request #1.			
03276	Perry, Blair	6/25/2012	72085	.25
	Coord. Willoughby easements, misc. w/C Brady.			
03276	Perry, Blair	6/27/2012	72084	1.25
	Coord. status of ALDOT ADA/accessibility scoping review report & 1817 Post Oak Rd w/D Willingham (ALDOT ADA consultant). Site visit - mark revised ramp locations on Post Oak Rd & coordinate w/Contractor.			
03276	Perry, Blair	6/29/2012	72084	.50
	Coordinate outstanding Change Requests, Contractor time extension requests w/ALDOT.			
03276	Perry, Blair	7/5/2012	72084	.25
	Handicap ramp detail-review/revise detail & send to ALDOT			
03276	Perry, Blair	7/9/2012	72084	.25
	Coord. w/Contractor on add'l information needed re time ext requests, uncl exc for driveways, HC ramp price, updated schedule of operations			
03276	Perry, Blair	7/11/2012	72084	.50
	Coordinate w/D Pendley at ALDOT on time extensions, C-20s, change requests. Review Change Request letters from City & forward to ALDOT. Coordinate ramp reconstruction w/Inspector.			
03276	Perry, Blair	7/15/2012	72084	.50
	Timesheet correction for 7/10 - Talk to C Brady at City about change requests, Willoughby easements, Change Requests, other issues.			
03276	Perry, Blair	7/16/2012	72084	.25
	Coord. handicap ramps, layout of parallel handicap ramp at Post Oak and Leona Way w/others.			
03276	Perry, Blair	7/17/2012	72084	.25

		Date	Labor Code	Total Hours
03276	Coord. potential changes needed (add inlet) for ramp on Leona Way w/City & ALDOT. Ramp coordination w/City & Contractor. Perry, Blair	7/20/2012	72084	1.25
03276	Meet with ALDOT staff to look at need for additional inlet on Leona Way at ramp. Research clear zone for Willoughby retaining wall and coordinate with ALDOT & City. Perry, Blair	7/23/2012	72084	.25
03276	Coord. ramp and additional inlet at Leona Way w/ALDOT & City. Review/revise drawing for ramps for ALDOT. Perry, Blair	7/26/2012	72084	2.00
03276	Coordinate changes needed at Leona Way ramp w/ALDOT; stop contractor from working on Leona Way ramp per ALDOT. Talk to Contractor about information for Change Requests, time extension requests, ramp issues, etc. Coord. Minor Structure Concrete w/ALDOT. Perry, Blair	7/29/2012	72084	.25
03276	Timesheet correction for 7/25 - Coordinate additional work at ramp at east side of Leona Way w/ALDOT & Contractor Perry, Blair	7/30/2012	72084	.25
03276	Coordinate information for Change Requests w/Contractor. Proj. Mgmt-review July labor & expense reports, invoicing. Perry, Blair	7/31/2012	72084	.25
03276	Coordinate project w/PIC. Review/revise handicap ramp detail & send to ALDOT. Scheduling progress meeting. Perry, Blair	8/2/2012	72084	.25
03276	Review/file misc. project correspondence. Coord. contract time & liquidated damages w/D Pendley at ALDOT. Perry, Blair	8/7/2012	72084	.50
03276	Review Project Diary and June quantities in field book. Coord. w/Inspector. Prepare agenda for Progress Mtg. Progress Mtg. w/Grills, ALDOT & City. Coord. time charges w/JDK. Perry, Blair	8/8/2012	72084	.50
03276	Coordinate time charges, time extensions, controlling item of work w/ALDOT. Markup pictures of incorrect ramps at Post Oak and Southridge. Perry, Blair	8/9/2012	72084	.50
03276	Talk to D Pendley about bad headwalls. Review revisions needed to ramps on Post Oak Rd w/JDK. Perry, Blair	8/12/2012	70084	.25
03276	Correction from 8/9 - Talk to D. Pendley at ALDOT about time charges, controlling item(s) of work, information needed for Change Requests Perry, Blair	8/13/2012	70084	.25
03276	Review letter from Grills re additional time & unclassified excavation for additional driveways. Perry, Blair	8/16/2012	70084	1.50
03276	Coord. outstanding items w/ALDOT. Review letter from Grills re time extension for add'l driveways. Mtg. w/Rick Swann w/ Grills re time extension, time charges. Talk to D. Pendley at ALDOT about info needed minor str. conc., uncl. exc. Perry, Blair	8/21/2012	70084	1.25
03276	Talk to D Pendley & A Dunn at ALDOT about minor structure concrete cost & qty and uncl. exc. for add'l driveways. Site visit to measure steps & thickened edge sidewalk (minor str. conc.) on Post Oak Rd, Leona Way & Post Oak Rd. Perry, Blair	8/22/2012	70084	1.50
03276	Site visit-look at ramp layout, minor structure concrete area at Leona Way ramp. Coord. Leona Way ramp layout w/ALDOT. Review ramp layout at Post Oak & Southridge. Perry, Blair	8/23/2012	70084	.75
03276	Diary entries for 8/21 & 8/22 (Leona Way ramp). Meet w/David Nooney w/Grills to discuss contract time, Change Requests, plan issues, other issues. Perry, Blair	8/24/2012	70084	.50
03276	Coord. Leona Way ramp w/Grills Supt., ALDOT & JDK. Research detectable warning and landing requirements in ADA & PROWAG (Leona Way ramp) & coord. w/ALDOT. Perry, Blair	8/27/2012	70084	.25
03276	Talk to C Brady at City about misc. issues, Leona Way ramp, Willoughby Rd.work Perry, Blair	8/28/2012	70084	1.00
03276	Coordinate Leona Way ramp & Eastwood ramp modifications (truncated dome placement) w/Contractor & ALDOT. Site visit to look at Eastwood ramps (truncated dome placement) w/Contractor. Perry, Blair	8/29/2012	70084	.75
03276	Coord. Eastwood ramps, Leona Way ramp w/JDK & A Dunn at ALDOT. Coord. ADA Scoping review letter w/A Dunn at ALDOT. Coord. Willoughby Rd. easements w/ALDOT. Perry, Blair	8/30/2012	70084	1.25
03276	Update overruns. Review/revise C-20s. Coord. w/ALDOT on time charges. Letter to Contractor re work to be completed & controlling work. Perry, Blair	8/31/2012	70084	.50
03276	Coordinate review of driveway time extension request w/Project Inspector & ALDOT. Coordinate funding, ADA issues, ramps, Willoughby easements, other issues w/C Brady at City. Perry, Blair	9/10/2012	70084	.25

		Date	Labor Code	Total Hours
	Review/file misc. project correspondence. Review driveway time extension information w/JDK.			
03276	Perry, Blair	9/11/2012	70084	1.00
	Driveway time extension request analysis. Talk to C. Brady about Willoughby Rd work-status of easements, traffic counts. Talk to R. Swann about Leona Way work, minor structure concrete.			
03276	Perry, Blair	9/12/2012	70084	2.00
	Review/compile information re additional driveway time extension request.			
03276	Perry, Blair	9/13/2012	70084	1.75
	Compile information re addl driveway time extension, letter to ALDOT. Review draft ADA Scoping review reports, send C Brady comments, coord. w/C Brady. Review Grills letter re Merryvale sidewalk time ext request.			
03276	Perry, Blair	9/14/2012	70084	1.25
	Mtg. w/City & Contractor to discuss ADA issues, time extension request, Supplemental Agreements, Willoughby Rd work, Willoughby Rd easements, Willoughby Rd retaining wall/clear zone, sidewalk cro			
03276	Perry, Blair	9/17/2012	70084	.50
	Coord. R. E. Grills time extension request, time charges, ADA issues w/D Pendley at ALDOT.			
03276	Perry, Blair	9/18/2012	70084	.50
	Coord. time extensions for addl driveways w/D Pendley at ALDOT. Revise driveway time extension information.			
03276	Perry, Blair	9/19/2012	70084	.50
	Additional driveway time extension - Coord. w/D Pendley at ALDOT & City, make revisions & re-send to City. Qtys. for Minor Structure Concrete.			
03276	Perry, Blair	9/20/2012	70084	.75
	Calculate minor structure conc. & uncl. exc. qtys for Leona Way ramp. Review qtys. for additional driveways; costs for additional driveways. Update overruns.			
03276	Perry, Blair	9/21/2012	70084	1.50
	Calculate minor structure concrete qtys for Post Oak steps & footing under sidewalk. Uncl excavation qtys. Discuss time charges, time extension calculation & liquidated damages w/D Pendley at ALDOT.			
03276	Perry, Blair	9/24/2012	70084	.25
	Coordinate revisions to C-20s, time extensions w/JDK & ALDOT.			
03276	Perry, Blair	9/25/2012	70084	.25
	Unclassified excavation qtys for add'l driveways, minor structure concrete quantities to for ALDOT (Change Request #2). Coord. revisions to C-20s w/JDK.			
03315	Ashley, Theresa	9/13/2012	67080	.75
	Daily Log Prep- copying			
04265	Key, John	1/9/2012	97088	1.00
	Evaluate change order justification			
04265	Key, John	3/9/2012	97088	2.75
	Take level shots for additional driveways			
04265	Key, John	3/11/2012	97088	2.25
	Reallocated per Blair Perry-Survey for driveway profile			
04265	Key, John	3/15/2012	97088	4.00
	Driveway survey with leslie			
04265	Key, John	3/16/2012	97088	4.00
	Driveway survey with leslie			
04265	Key, John	4/10/2012	97088	2.00
	Remeasure Merryvale Road Driveways			
04265	Key, John	4/13/2012	97088	2.00
	Investigate driveway questions-removed vs poured			
04265	Key, John	4/23/2012	97088	2.00
	jeff hughes-driveway questions-removed vs poured.			
04265	Key, John	4/24/2012	97088	.50
	Revisions to change request and summmary sheet.			
04265	Key, John	8/30/2012	97088	1.00
	Review and revise C-20 concerning vestavia ramps			
04265	Key, John	9/7/2012	97088	.50
	Review data submitted by Grills for the additional time requested due to the added driveways.			
04265	Key, John	9/11/2012	97088	1.00
	Driveway Review for requested time			
04265	Key, John	9/12/2012	97088	1.00
	Grills Driveway Review with Blair			
04265	Key, John	9/13/2012	97088	.50

		Date	Labor Code	Total Hours
	Driveway Review for requested time and deliver documents to ALDOT			
04265	Key, John	9/24/2012	97088	2.00
	Back check Daily with C-20 from day 1			
04265	Key, John	9/25/2012	97088	2.00
	Meeting with ALDOT			
Total for 08				204.25

		Date	Labor Code	Total Hours
Phase: 08 Extra Service				
02728	Gurney, Bryan	2/3/2012	72085	1.00
	Backcheck Retaining Wall Plan & Profile versus comments			
02728	Gurney, Bryan	2/8/2012	72085	.50
	Revisions to Driveway calculations for RE Grills Time Extention			
02728	Gurney, Bryan	4/4/2012	72085	1.00
	Deliever Driveway Profiles to Mark Manning			
03265	Corlett, Leslie	2/15/2012	72085	1.25
	looking @ sag pt for inlets on Merryvale, import text file as gps coordinates			
03265	Corlett, Leslie	3/9/2012	72085	2.00
	shooting driveways in field			
03265	Corlett, Leslie	3/16/2012	72085	2.00
	inlet on Merryvale			
03265	Corlett, Leslie	3/19/2012	72085	.50
	inlet on Merryvale			
03265	Corlett, Leslie	3/20/2012	72085	1.50
	inlet on Merryvale			
03265	Corlett, Leslie	3/31/2012	72085	-2.00
	reclass to 28542.00, shooting driveways in field			
03265	Corlett, Leslie	4/2/2012	72085	1.00
	modify inlet & junction box @ post oak rd, changes, pdf			
03265	Corlett, Leslie	4/4/2012	72085	.50
	plan/profile merryvale, sent to Mark at BECC			
03265	Corlett, Leslie	5/1/2012	72085	1.25
	updated supplemental agreement, printed & organized exhibits & supp agreements for Blair			
03265	Corlett, Leslie	5/16/2012	72085	.25
	review of Blair's letter to Grills from Field Scope Review			
03265	Corlett, Leslie	7/3/2012	72085	.75
	detail for Blair for handicap ramps			
03265	Corlett, Leslie	7/23/2012	72085	.25
	handicap detail ramp changes per Lance Taylor			
03265	Corlett, Leslie	7/24/2012	72085	.75
	altering sheet per changes from Blair			
03265	Corlett, Leslie	7/30/2012	72085	.50
	looking for RPC traffic counts, sorting thru clearzone guidance on residential streets & acceptable clear zone width			
03276	Perry, Blair	7/27/2011	72085	.50
	Driveway/ADA cross slope issue - discuss w/C Brady & ALDOT			
03276	Perry, Blair	8/1/2011	72085	.50
	Driveway ADA cross slope issue - research FHWA & Access Board guidelines, coord. w/Greg Hansen & ALDOT			
03276	Perry, Blair	8/5/2011	72085	.25
	Coord. ADA/driveway cross slope issue w/C Brady; ADA/driveway cross slope confirmation e-mail to C. Brady, others			
03276	Perry, Blair	8/14/2011	72085	.50
	Correction from 8/10 - Coord. driveway ADA cross slopes w/City & ALDOT; Addl easements-discuss addl easements, required donation language w/C Brady, B Wisener & ALDOT			
03276	Perry, Blair	8/17/2011	72085	.75
	ADA Driveway cross slope issue-discuss w/ALDOT & City; Missing items from plans-brick paver qty takeoff, retaining wall, ramps & sidewalk on Merryvale			
03276	Perry, Blair	8/18/2011	72085	.50
	Brief PIC on ADA driveway cross slope issue; coord. w/City & Greg Hansen on missing retaining wall on Merryvale			
03276	Perry, Blair	8/19/2011	72085	2.75
	ADA ramp research & coord. w/City; Coord. Ty C C&G areas & other addl pay items needed w/City; Addl pay items-pay item research, quantity takeoff and letter to Grills requesting pricing, coord. w/C Brady; Merryvale retaining wall-coord. w/C Brady; coord.			
03276	Perry, Blair	8/22/2011	72085	1.50
	Merryvale retaining wall-field review to look at retaining wall location; letter to Grills re pricing for additional pay items needed			
03276	Perry, Blair	8/23/2011	72085	2.25
	Merryvale retaining wall-talk to C Brady about ret wall, need for guardrail; memo re guardrail on Merryvale at ret wall; quantity takeoff & letter to Grills re additional pay items needed; talk to Marty Burford at BECC about asphalt drive buildups			
03276	Perry, Blair	8/24/2011	72085	1.25

	Date	Labor Code	Total Hours
03276	Perry, Blair	8/25/2011 72085	.50
Send C Brady ALDOT ROW donation letter; Merryvale ret wall-misc. corr; review & coord. add' ramp details w/G Hansen; talk to Grills about pricing for addl pay items; coord. Civil Ctr & asphalt drives w/C Brady			
03276	Perry, Blair	8/28/2011 72085	.25
Add driveway detail & HC ramp details to plans; Addl pay items-coord. pricing for addl pay items			
03276	Perry, Blair	9/8/2011 72085	.75
Correction from 8/25 - Copy plans for Jeff. Co. Environmental Svcs for City			
03276	Perry, Blair	9/9/2011 72085	.75
Talk to R Swann at Grills about pricing for additional pay items & Merryvale retaining wall; Corrd. Merryvale ret wall w/TPZ; Calculate qtys for concrete driveway overruns			
03276	Perry, Blair	9/12/2011 72085	1.00
Talk to ALDOT about design of Merryvale retaining wall; calculate qtys for concrete driveway overruns			
03276	Perry, Blair	9/13/2011 72085	2.25
Additional concrete drive removal and required qtys; calculate other overruns; stationing problem on Willoughby; aggregate surfacing qtys (overrun); discuss missing Merryvale retaining wall w/ALDOT			
03276	Perry, Blair	9/18/2011 72085	-.25
Overrun quantity calculations & spreadsheet (concrete driveways, retaining wall, agg surfacing, etc.)			
03276	Perry, Blair	9/21/2011 72085	.25
Correction from 9/9			
03276	Perry, Blair	10/4/2011 72085	2.00
Coord. Merryvale missing retaining wall w/C Brady			
03276	Perry, Blair	10/6/2011 72085	.25
Change Request #1 letter (Merryvale retaining wall, handrailing, landscaping); coord. Change Request #1 w/C Brady, G Hansen			
03276	Perry, Blair	10/12/2011 72085	.25
Discuss Change Request #1 & Merryvale Retaining wall w/ALDOT & City in Progress meeting			
03276	Perry, Blair	10/13/2011 72085	.50
Review Grills pricing for Change Request #1 & coord. w/Grills			
03276	Perry, Blair	10/17/2011 72085	.50
Coord. pricing for Change Request #1 w/Rick Swann at Grills; Email & coord. need for channelizing drums w/ALDOT			
03276	Perry, Blair	10/20/2011 72085	.25
Review & update overruns/underruns for items left out of project; coord. Change Request #1 w/Grills & City			
03276	Perry, Blair	10/26/2011 72085	.50
Coord. flasher on Vestaview Ln w/C Brady; coord. Merryvale retaining wall w/C Brady			
03276	Perry, Blair	11/11/2011 72085	.75
Research ADA & FHWA guidelines on HC ramps & crosswalks, typical detail sketch for HC ramps & crosswalks; Review Hansen CAD files; Coord. HC ramps & crosswalks w/City			
03276	Perry, Blair	11/14/2011 72085	1.25
Calculate/update overruns			
03276	Perry, Blair	11/16/2011 72085	1.50
Review existing overruns; calculate additional overruns; update overrun/underrun report			
03276	Perry, Blair	11/18/2011 72085	.25
Change Request #1 - Review pricing information from Grills, prepare letter to ALDOT, prepare summary spreadsheet of pay items, quantities & costs, compile Change Request 1 package to send to ALDOT			
03276	Perry, Blair	11/28/2011 72085	.25
Finalize Change Request #1 information & send to ALDOT			
03276	Perry, Blair	11/29/2011 72085	.25
Review overruns w/DP at ALDOT, revise overrun spreadsheet			
03276	Perry, Blair	12/7/2011 72085	2.25
Talk to C Brady about pay item & ALDOT Std Dwg for Merryvale retaining wall			
03276	Perry, Blair	12/8/2011 72085	1.00
Merryvale retaining wall-research backfill specs & pay item behind wall & send to G Hansen; Talk to G Brown, D Reid & A Dunn at ALDOT about Change Request work, pay items & prices; Phone memo re conv. w/ALDOT about Change Request wrok			
03276	Perry, Blair	12/9/2011 72085	.75
Merryvale retaining wall - Talk to C Brady about ALDOT comments on Change Request 1, landscaping vs. handrailing; Coord. Change Request w/D Key; talk to C Brady about HC ramps on Vestaview/Canyon; Coord. planing measurements at HC ramps w D Key			
03276	Perry, Blair	12/13/2011 72085	.25
Coord. pay items/payment for JB's on Vestaview w/C Brady, D Key, ALDOT; review plans & specs			
Coordinate junction boxes for SRTS project w/ALDOT & City; Coord. Change Request #1 w/City & Contractor			

		Date	Labor Code	Total Hours
03276	Perry, Blair	12/14/2011	72085	1.00
	Talk to R Swann at Grills about need for uncl. exc. for driveway reconstruction, force account work, Change Request 1; Talk to C Brady about Change Request, Merryvale retaining wall, ALDOT options for ret wall, force account			
03276	Perry, Blair	12/16/2011	72085	.50
	Talk to C Brady about Change Request & Merryvale retaining wall			
03276	Perry, Blair	12/19/2011	72085	.25
	Coord. Change Request 1 draft letter for City, letter to ALDOT w/D Key			
03276	Perry, Blair	1/3/2012	72085	.75
	Handicap ramps-coord. w/C Brady, G Hansen & ALDOT; Review R.E. Grills letter re time extension & uncl. exc. for drives			
03276	Perry, Blair	1/5/2012	72085	.25
	Coordinate meeting about HC ramps on Canyon w/ALDOT & City			
03276	Perry, Blair	1/6/2012	72085	.50
	Coord. handicap ramp issue w/C Brady & G Hanson & ALDOT, research diagonal handicap ramps			
03276	Perry, Blair	1/9/2012	72085	.50
	Draft letter re items to remove from Change Request 1 for City; Coord. Change Request, review of Grills time ext & uncl letter w/JDK			
03276	Perry, Blair	1/10/2012	72085	.50
	Handicap ramps-prepare for meeting with ALDOT			
03276	Perry, Blair	1/11/2012	72085	3.50
	Attend mtg w/ALDOT, FHWA & City to discuss curb ramps on Canyon Rd.; Site visit on Merryvale to look at plan revisions; Markup plan revisions on Merryvale to submit to ALDOT			
03276	Perry, Blair	1/12/2012	72085	1.00
	Coordinate plan revisions on Merryvale w/ALDOT & City; Look at plan revisions needed on Merryvale Rd.; send marked up plans & summary of Merryvale Plan revisions to ALDOT			
03276	Perry, Blair	1/13/2012	72085	1.25
	Coord. new inlet on Merryvale w/JDK; Merryvale retaining wall-quantity takeoffs, coordinate/negotiate w/Grills on unit price; Talk to Grills about time extension request for drives, Change Request #1, Merryvale retaining wall			
03276	Perry, Blair	1/15/2012	72085	2.25
	Correction from 1/10-Canyon curb ramps-review information from Greg Hansen, research on curb ramps, memo to ALDOT on how Canyon curb ramps got changed in field, coord. ALDOT mtg w/C Brady			
03276	Perry, Blair	1/15/2012	72085	.50
	Meeting notes from 1/11 meeting with ALDOT, City & FHWA on curb ramps on Canyon			
03276	Perry, Blair	1/16/2012	72085	.25
	Coord. plan revisions on Merryvale, Contractor driveway time extension request, other misc. CE&I w/JDK			
03276	Perry, Blair	1/17/2012	72085	.50
	Merryvale valley gutter/curb & gutter revisions-review w/JDK, site visit to review			
03276	Perry, Blair	1/18/2012	72085	.75
	Look at curb & gutter vs. valley gutter changes & AT&T box conflict on Merryvale w/C Brady; Coord. plan revisions w/C Brady			
03276	Perry, Blair	1/20/2012	72085	.25
	Discuss/evaluate Grills time extension request for driveways, add'l information needed from ALDOT;Progress meeting-discuss issue w/curb ramps w/ALDOT & City			
03276	Perry, Blair	1/23/2012	72085	.25
	Merryvale retaining wall-coord. retaining wall pay items w/G Hansen			
03276	Perry, Blair	1/24/2012	72085	1.00
	Merryvale retaining wall-coord. pay items & ALDOT specs for stone w/G Hansen; Time extension request-review add'l info from Grills, coord. w/City & Grills; Curb ramps removal-coord. w/Grills			
03276	Perry, Blair	1/26/2012	72085	1.25
	Merryvale retaining wall-print, review plans for City & provide City comments. Coord. Merryvale retaining wall w/C Brady & G Hansen.			
03276	Perry, Blair	1/30/2012	72085	.50
	Merryvale Retaining Wall-Coord. comments/revisions on retaining wall plans w/ C Brady. Merryvale Plan Revisions-Coord. Merryvale plan revisions, pay items needed, etc. w/ALDOT & C Brady. Coord. future inspection w/C Brady			
03276	Perry, Blair	2/1/2012	72085	.25
	Merryvale plan/drainage revisions-Coordinate EOP shots & drainage revisions w/JDK			
03276	Perry, Blair	2/2/2012	72085	.25
	Coord. curb ramps issue & Merryvale retainign wall w/C Brady			
03276	Perry, Blair	2/3/2012	72085	.50
	Merryvale retaining wall-review retaining wall plans & provide comments to C Brady. Coord. w/C Brady			
03276	Perry, Blair	2/8/2012	72085	1.00

	Date	Labor Code	Total Hours
03276	Perry, Blair	72085	.25
Driveway time extension & uncl. exc. request-review information from Grills, letter to City re time extension & uncl. exc, discuss time extension w/Grills, review/revise estimated qtys. for uncl. exc.			
03276	Perry, Blair	72085	.25
Merryvale retaining wall-review revised wall drawings & coord. w/City			
03276	Perry, Blair	72085	.25
Coord. AT&T easement on Merryvale at Windward w/C Brady.			
03276	Perry, Blair	72085	.25
Coordinate project w/C Brady - Merryvale plan revisions, Merryvale retaining wall, Post Oak plan revisions, curb ramps, additional CE&I, etc.			
03276	Perry, Blair	72085	1.50
Proj. Mgmt.-review CE&I fees spent to date vs. budget, estimate fees needed to complete project. Meet w/City to review CE&I fees, budget, est. amount to complete, discuss additional FT CE&I.			
03276	Perry, Blair	72085	.75
Coord. EOP shots on Merryvale (looking for sags) w/LBC. Proj. Mgmt-review/coord. sub invoice w/Greg Hansen			
03276	Perry, Blair	72085	.75
Project Management-Coord. sub invoice & Merryvale retaining wall w/Greg Hansen			
03276	Perry, Blair	72085	1.25
Additional driveways-review letter to City re: Grills time extension request, unclassified excavation. Review additional driveways & estimated qty for uncl. exc. Coord. add'l driveways w/J Hughes.			
03276	Perry, Blair	72085	.50
Coord. Change Request #1, Merryvale plan revisions, Merryvale retaining wall w/ALDOT. Coord. invoices & add'l CE&I proposal w/Greg Hansen.			
03276	Perry, Blair	72085	1.50
Talk to C. Brady about STPBH overruns, Merryvale plan revisions, additional CN & CE&I funding needed, Merryvale retaining wall. Review/revise overrun spreadsheet.			
03276	Perry, Blair	72085	.50
Review overruns, plan revisions, monthly estimates, time charges w/D. Pendley at ALDOT.			
03276	Perry, Blair	72085	5.75
Field review plan revisions needed on Merryvale Rd. Site visit to look at drainage revisions needed at Merryvale Sta. 10+30. Draft letter for City on Merryvale plan revisions.			
03276	Perry, Blair	72085	4.75
Coord. profiles needed for additional driveways to be removed and reconstructed. Merryvale Plan Revisions-draft letter for C. Brady, mark up plans showing revisions, cost estimate for revisions, deliver copies to C. Brady			
03276	Perry, Blair	72085	.25
Coord. Merryvale plan revisions w/C. Brady.			
03276	Perry, Blair	72085	.25
Coordinate driveway profiles w/JDK & LBC.			
03276	Perry, Blair	72085	.25
Timesheet correction from 3/9 - Driveway profiles & quantities for additional driveways to provide 2% max cross slope			
03276	Perry, Blair	72085	.25
Additional driveway profiles & quantities to provide 2% max cross slope. Coord. Merryvale Rd plan revisions & Change Request #1 w/ALDOT.			
03276	Perry, Blair	72085	3.50
Additional driveway profiles & quantities (2% cross slope issue). Site visit on Merryvale to look at plan revisions w/ALDOT. Review overruns w/ALDOT. Meet w/C. Brady & Grills to review Merryvale plan revisions. Discuss Merryvale plan revisions w/ALDOT.			
03276	Perry, Blair	72085	2.25
Additional driveway profiles & qtys. Request pricing for new pay items from Grills, coord. w/Grills. Review overruns w/JDK. Coord. w/C. Brady. Coord. Merryvale plan revisions, Change Request #1, curb ramps w/ALDOT. Coord. Merryvale ret wall x-sections w/C			
03276	Perry, Blair	72085	2.50
Work on quantities & profiles for additional driveways to provide 2% cross slope. Talk to R Swann at Grills re delays, Change Request #1, delays. Curb ramps replacement-field review on Canyon to mark & measure curb ramps to be replaced.			
03276	Perry, Blair	72085	2.75
Curb ramp removals & reconstruction-site visit on Canyon Rd. to measure removal and reconstruction qtys & mark new ramp locations. Quantities for curb ramp removal & reconstruction. Coord. curb ramp removal & reconstruction w/City.			
03276	Perry, Blair	72085	1.50
Review/revise additional driveway removal and reconstruction qtys, sketches & profiles. Look at drainage at Merryvale and Post Oak. Review valley gutter to S-inlet transition detail and forward to ALDOT.			
03276	Perry, Blair	72085	3.50
Print/file misc. correspondence(Merryvale gutter change, Change Request #1, curb ramps). Add'l driveway quantities & package for ALDOT. Merryvale drainage Sta. 6+80-review & coord. w/ALDOT. Send add'l drive info to ALDOT. Revise & resubmit Change Request			

		Date	Labor Code	Total Hours
03276	Perry, Blair	3/26/2012	72085	.25
	Follow up w/ALDOT on junction box locations, retaining wall			
03276	Perry, Blair	3/28/2012	72085	.25
	Site visit-Merryvale			
03276	Perry, Blair	3/29/2012	72085	.50
	Additional driveway quantities-coord. w/ALDOT & City; review/respond to FHWA questions about driveway quantities.			
03276	Perry, Blair	3/30/2012	72085	.75
	Expense report. Driveway quantities for additional driveways on Willoughby Rd. Progress meeting agenda. Progress meeting to discuss Change Request 1, driveways, time extension, other issues			
03276	Perry, Blair	3/31/2012	72085	.50
	Timesheet correction from 3/26-Coordinate Merryvale retaining wall, drainage, additional driveways w/ALDOT.			
03276	Perry, Blair	4/1/2012	72085	-4.00
	Reclass to 28542.00-Work on additional driveway quantities, sketches, profiles coordination, etc. on March 7,9,11,13,14,15,19,20			
03276	Perry, Blair	4/2/2012	72085	.25
	Revise drainage layout on Merryvale at Post Oak Road based on field observations.			
03276	Perry, Blair	4/3/2012	72085	.25
	Meeting w/G Brown & A Dunn at ALDOT to discuss Change Request 1, driveways, ramps, misc.			
03276	Perry, Blair	4/4/2012	72085	.50
	Update C Brady on ramp issue, ramp replacement & additional driveways. Coordinate ramps w/ALDOT, City & BECC. Coordinate add'l driveways on Merryvale w/Mark, City.			
03276	Perry, Blair	4/5/2012	72085	.25
	Coordinate detailed drawings for ramps w/LBC. Coordinate ramps w/C Brady.			
03276	Perry, Blair	4/6/2012	72085	.25
	Coordinate additional driveways on Merryvale w/C Brady, LBC & JDK.			
03276	Perry, Blair	4/9/2012	72085	.25
	Driveway profiles-coordinate questions about drive profiles w/LBC			
03276	Perry, Blair	4/10/2012	72085	.50
	Review Merryvale driveway profiles w/LBC & JDK.			
03276	Perry, Blair	4/16/2012	72085	1.25
	Ramp/PROWAG issue-talk to Geneva Brown at ALDOT about ramps/PROWAG issues, communicate w/C Brady. Update overruns/underruns			
03276	Perry, Blair	4/17/2012	72085	1.75
	Review to date quantities vs. plan quantities, update overruns/underruns.			
03276	Perry, Blair	4/18/2012	72085	.25
	Coordinate Merryvale work, ramp issue w/C Brady			
03276	Perry, Blair	4/19/2012	72085	.25
	Talk to Contractor about monthly estimate & current ADA issues			
03276	Perry, Blair	4/23/2012	72085	.75
	Coord project w/City Engineer. Prepare project cost summary for City Council.			
03276	Perry, Blair	4/24/2012	72085	.50
	Revise supplemental agreement #1. Coord. w/ALDOT on ramp issues & extension of sidewalk to US 31.			
03276	Perry, Blair	4/25/2012	72085	1.00
	Coordinate drainage revisions at Merryvale & Post Oak Rd w/C Brady & JDK. Ramp issue-talk to Geneva Brown to get update. Merryvale sidewalk extension-talk to G Brown at ALDOT			
03276	Perry, Blair	4/26/2012	72085	1.50
	Merryvale sidewalk extension-talk to ALDOT about environmental document, send information to G Brown at ALDOT. Merryvale drainage revisions coord. Talk to C. Brady re ramps, other issues			
03276	Perry, Blair	4/27/2012	72085	.25
	Project coordination w/ALDOT & City.			
03276	Perry, Blair	4/29/2012	72085	-.25
	Correction from 4/24			
03276	Perry, Blair	4/30/2012	72085	1.00
	Project management - review April labor & expenses; invoicing. Talk to D Pendley at ALDOT about overruns. Prepare Supplemental Agreement #1.			
03276	Perry, Blair	5/1/2012	72085	.75
	Project management-prepare Supplemental CEI Agreement. Misc. project coordination.			
03276	Perry, Blair	5/7/2012	72085	2.00
	ADA/Accessibility Issues-field review w/ALDOT to look at cross slopes, driveways, ramps on Merryvale			
03276	Perry, Blair	5/8/2012	72085	.25

		Date	Labor Code	Total Hours
	ADA/accessibility ramps issue-research, talk to ALDOT accessibility consultant			
03276	Perry, Blair	5/9/2012	72085	1.50
	ADA/Accessibility Issues-research curb ramps in 2010 & 1991 ADA & 2004 ADAAG. Meeting notes from field review w/ALDOT on 5/7.			
03276	Perry, Blair	5/10/2012	72085	2.25
	Meet w/Contractor in field to discuss ALDOT direction on Merryvale handicap ramps. ADA/Accessibility scoping field review w/ALDOT on Merryvale Rd.			
03276	Perry, Blair	5/11/2012	72085	2.00
	ADA/Accessibility scoping field review w/ALDOT on Vestaview/Canyon Rd.			
03276	Perry, Blair	5/13/2012	72085	-.75
	Correction from 5/9			
03276	Perry, Blair	5/14/2012	72085	.25
	Misc. project coordination.			
03276	Perry, Blair	5/15/2012	72085	.25
	Coordinate revised Change Request #1 w/JDK, City & Whisenant.			
03276	Perry, Blair	5/16/2012	72085	1.75
	Memo to Grills about results of ALDOT ADA/accessibility scoping review and work that needs to be completed. Coord. ramp details w/ALDOT. Proj Mgmt-Process CE&I Suppl. Agreement #1.			
03276	Perry, Blair	5/18/2012	72085	.25
	Talk to D. Pendley at ALDOT about Supplemental Agreements & contractor time extension request & uncl. exc. request for add'l driveways.			
03276	Perry, Blair	5/21/2012	72085	.25
	Coord. Change Request/Supplemental Agreement #1 & time extension request for add'l driveways w/D Peneley at ALDOT.			
03276	Perry, Blair	5/22/2012	72085	.75
	Review Grills letter re ramp price & time ext request for ramps. Coord. info needed for add'l driveway time ext w/Grills & ALDOT. Coord. info needed for revised driveway conc unit price w/ALDOT & Grills. Coord. Merryvale ret wall w/City. Talk to D Noone			
03276	Perry, Blair	5/23/2012	72085	1.75
	Review/print/file corr re time ext requests. Coord. ramp price & time ext requests, Change Request #1, add'l driveway uncl exc w/ALDOT & City. Review Merryvale wall dwgs w/City. Look at ramp at Merryvale & Old Mont Hwy in field w/City.			
03276	Perry, Blair	5/24/2012	72085	1.00
	Update overruns/underruns. Coord. info needed from Contractor on ramp change request w/ALDOT.			
03276	Perry, Blair	5/25/2012	72085	1.00
	Project Management-Prepare and send out amendment to BECC agreement for CE&I & materials testing			
03276	Perry, Blair	5/29/2012	72085	.75
	Revise Change Request #1, draft City concurrence letter & send to City.			
03276	Perry, Blair	6/12/2012	72085	1.50
	Merryvale Rd. sidewalk extension-review ALDOT crosswalk, ramp, sidewalk revisions, revise overruns, coord. w/field inspector. Coord. w/Grills on time extension requests, add'l work, price for ramps, uncl exc for add'l driveways; Send Grills info on uncl ex			
03276	Perry, Blair	6/13/2012	72085	.50
	Coordinate project, Merryvale retaining wall drawings w/C Brady at City. Coord. several issues/questions w/ G Brown at ALDOT.			
03276	Perry, Blair	6/18/2012	72085	1.75
	Meeting w/Contractor on site to review ramps on Merryvale, coordinate project w/Contractor.			
03276	Perry, Blair	6/19/2012	72085	.25
	Coord. misc. issues w/C. Brady & D Key.			
03276	Perry, Blair	6/21/2012	72085	1.00
	Meet w/G Brown at ALDOT to discuss several outstanding issues (dwg for HC ramps, Contractor Change Requests, labor compliance reviews, Merryvale retaining wall dwgs, Change Request #1). Meet w/C Brady at City about Change Request #1, Merryvale ret wall dw			
03276	Perry, Blair	6/25/2012	72085	.25
	Coord. Merryvale retaining wall dwgs. w/C. Brady.			
03276	Perry, Blair	6/26/2012	72084	.25
	Coordinate misc. outstanding issues (Merryvale wall drawings, Willoughby easements, Change Requests, etc.) w/City.			
03276	Perry, Blair	6/27/2012	72084	1.00
	Site visit-mark revised ramp locations on Merryvale & coordinate ramps w/Contractor. Merryvale @ US 31 sidewalk revisions-look at & measure overrun quantities. Coord. valley gutter replacements on Canyon w/City.			
03276	Perry, Blair	6/28/2012	72084	.25
	Letter to ALDOT re replacement of broken conc. gutter on Vestaview/Canyon.			
03276	Perry, Blair	6/29/2012	72084	1.00
	Vestaview/Canyon gutter replacement-coord. locations & qty's w/R Saenz, letter to ALDOT. Coord. outstanding Change Requests, time extension requests, issues w/ALDOT.			

		Date	Labor Code	Total Hours
03276	Perry, Blair	7/1/2012	72084	.25
	Correction from 6/25 - Review field books/quantities, coordinate project w/Ronnie Saenz (BECC), update overruns/underruns			
03276	Perry, Blair	7/2/2012	72084	3.00
	Merryvale retaining wall-review retaining wall plans & send comments to C Brady.			
03276	Perry, Blair	7/3/2012	72084	.25
	Coordinate misc. outstanding issues w/C Brady.			
03276	Perry, Blair	7/5/2012	72084	.50
	Handicap ramp detail-review/revise detail & send to ALDOT			
03276	Perry, Blair	7/9/2012	72084	.25
	Coord. w/Contractor on add'l information needed re time ext requests, uncl exc for driveways, HC ramp price, updated schedule of operations			
03276	Perry, Blair	7/11/2012	72084	.50
	Coordinate w/D Pendley at ALDOT on time extensions, C-20s, change requests. Review Change Request letters from City & forward to ALDOT. Coordinate ramp reconstruction w/Inspector.			
03276	Perry, Blair	7/15/2012	72084	.50
	Timesheet correction for 7/10 - Talk to C Brady at City about change requests, Merryvale retaining wall drawings, Change Requests, other issues.			
03276	Perry, Blair	7/16/2012	72084	1.00
	Merryvale retaining wall-review revised retaining wall drawings for City, send comments to C Brady.			
03276	Perry, Blair	7/19/2012	72084	1.00
	Merryvale retaining wall-letter to ALDOT transmitting retaining wall drawings, cost estimate for retaining wall			
03276	Perry, Blair	7/20/2012	72084	1.00
	Merryvale retaining wall-compile letter, drawings & cost estimate for Merryvale retaining wall and take to ALDOT, coordinate with ALDOT staff. Research clear zone for retaining wall and send information to ALDOT & City.			
03276	Perry, Blair	7/26/2012	72084	1.25
	Talk to Contractor Supt. about ramp layout on Merryvale. Talk to Contractor about information needed for Change Requests, time extension request, ramp issues, etc. Send Merryvale retaining wall drawings to Contractor.			
03276	Perry, Blair	7/30/2012	72084	.50
	Coord. Merryvale ramp at Old Montgomery Hwy w/Inspector, City & Contractor. Coord. information for Change Requests w/Contractor. Proj. Mgmt-review July labor & expense reports, complete ALDOT SACP form.			
03276	Perry, Blair	7/31/2012	72084	.25
	Coordinate project w/PIC. Review/revise handicap ramp detail & send to ALDOT. Scheduling progress meeting.			
03276	Perry, Blair	8/2/2012	72084	.25
	Review/file misc. project correspondence. Coord. contract time & liquidated damages w/D Pendley at ALDOT.			
03276	Perry, Blair	8/6/2012	72084	.25
	Talk to C. Brady about Change Requests, ramp replacement on Canyon Rd, AT&T conflict on Merryvale Rd, easements on Willoughby Rd, Merryvale retaining wall			
03276	Perry, Blair	8/7/2012	72084	1.25
	Review Project Diary and June quantities in field book. Coord. w/Inspector. Prepare agenda for Progress Mtg. Progress Mtg. w/Grills, ALDOT & City. Coord. time charges w/JDK. Site visit to look at ALDOT changes at Merryvale & US 31.			
03276	Perry, Blair	8/8/2012	72084	.50
	Coordinate time charges, time extensions, controlling item of work w/ALDOT. Coordinate bad headwalls w/ALDOT.			
03276	Perry, Blair	8/9/2012	72084	.75
	Talk to D Pendley about bad headwalls. Send drawings/information for ramp & crosswalk evisions at Merryvale & US-31 to Contractor, others.			
03276	Perry, Blair	8/12/2012	70084	.75
	Correction from 8/9 - Talk to D. Pendley at ALDOT about time charges, controlling item(s) of work, information needed for Change Requests			
03276	Perry, Blair	8/13/2012	70084	.25
	Review letter from Grills re additional time & unclassified excavation for additional driveways.			
03276	Perry, Blair	8/16/2012	70084	1.50
	Coord. outstanding items w/ALDOT. Review letter from Grills re time extension for add'l driveways. Mtg. w/Rick Swann w/Grills re time extension, time charges, add'l driveways, HC. Talk to D. Pendley at ALDOT about info needed minor str. conc., uncl. exc.			
03276	Perry, Blair	8/21/2012	70084	.75
	Talk to D Pendley & A Dunn at ALDOT about minor structure concrete cost & qty and uncl. exc. for add'l driveways. Site visit to measure steps (minor str. conc.) on Canyon Rd.			
03276	Perry, Blair	8/22/2012	70084	3.00
	Site visit-Look at ramp/sidewalk layout at Merryvale & Old Montgomery Hwy, Canyon Rd. at Beverly Hills Dr and Canyon at no-name circle w/ALDOT & City. Request suppl. drawing for Merryvale @ OMH from ALDOT. Coord. Canyon @ Beverly Hills ramp layout w/Cont			
03276	Perry, Blair	8/23/2012	70084	.75

		Date	Labor Code	Total Hours
	Diary entries for 8/21 & 8/22 (Canyon ramps, Old Montgomery Hwy ramp/SW layout). Meet w/David Nooney w/Grills to discuss contract time, Change Requests, plan issues, other issues.			
03276	Perry, Blair	8/29/2012	70084	1.25
	Coord. ADA Scoping review report w/A Dunn at ALDOT. Coord. sod & sidewalk issues at 1833 Merryvale w/City & PIC.			
03276	Perry, Blair	8/30/2012	70084	2.50
	Update overruns. Review/revise C-20s. Coord. w/ALDOT on time charges. Letter to Contractor re work to be completed & controlling work.			
03276	Perry, Blair	8/31/2012	70084	1.00
	Coordinate review of driveway time extension request w/Project Inspector & ALDOT. Coordinate funding, ADA issues, ramps, Merryvale retaining wall/water main potholing, other issues w/C Brady at City.			
03276	Perry, Blair	9/10/2012	70084	.50
	Review/file misc. project correspondence. Review driveway time extension information w/JDK.			
03276	Perry, Blair	9/11/2012	70084	.75
	Driveway time extension request analysis. Coordinate project w/City (Merryvale Rd retaining wall, work at US 31, corrective sod work at 1833 Merryvale Rd.). Talk to R. Swann at Grills re work at US 31, driveway time ext. request, drawings needed. Request			
03276	Perry, Blair	9/12/2012	70084	2.00
	Review/compile information re additional driveway time extension request.			
03276	Perry, Blair	9/13/2012	70084	2.00
	Compile information re addl driveway time extension, letter to ALDOT. Review draft ADA Scoping review reports, send C Brady comments, coord. w/C Brady. Review Grills letter re Merryvale sidewalk time ext request.			
03276	Perry, Blair	9/14/2012	70084	1.50
	Review supplemental drawing for Merryvale/Old Montgomery Hwy intersection from ALDOT, coord. add'l info needed w/ALDOT. Mtg. w/City & Contractor to discuss ADA issues, time extension request, Supplemental Agreements, Merryvale retaining wall, sidewalk cro			
03276	Perry, Blair	9/17/2012	70084	.75
	Coord. R. E. Grills time extension request, time charges, ADA issues w/D Pendley at ALDOT.			
03276	Perry, Blair	9/18/2012	70084	.75
	Coord. time extensions for addl driveways w/D Pendley at ALDOT. Revise driveway time extension information.			
03276	Perry, Blair	9/19/2012	70084	.50
	Additional driveway time extension - Coord. w/D Pendley at ALDOT & City, make revisions & re-send to City. Qtys. for Minor Structure Concrete.			
03276	Perry, Blair	9/20/2012	70084	1.25
	Calculate minor structure conc. qty needed for steps on Canyon Rd. Review qtys. for additional driveways; costs for additional driveways. Update overruns.			
03276	Perry, Blair	9/21/2012	70084	1.25
	Coordinate time extension calculation, C-20s, driveway time extension, liquidated damages w/D Pendley at ALDOT. Compile Uncl Exc. qtys for add'l driveways.			
03276	Perry, Blair	9/24/2012	70084	.25
	Coordinate revisions to C-20s, time extensions w/JDK & ALDOT.			
03276	Perry, Blair	9/25/2012	70084	.50
	Unclassified excavation qtys for add'l driveways, minor structure concrete quantities to for ALDOT (Change Request #2). Coord. revisions to C-20s w/JDK.			
03315	Ashley, Theresa	9/13/2012	67080	.75
	Daily Log Prep- copying			
04059	Humphrey, Joseph	9/19/2012	97084	.25
	Coordinating with BWWB to get water main located for Merryvale retaining wall			
04265	Key, John	1/9/2012	97088	1.00
	Evaluate change order justification			
04265	Key, John	2/1/2012	97088	2.50
	GPS on Merryvale			
04265	Key, John	3/9/2012	97088	2.25
	Take level shots for additional driveways			
04265	Key, John	3/11/2012	97088	-2.25
	Reallocated per Blair Perry			
04265	Key, John	4/24/2012	97088	.50
	Revisions to change request and summary sheet.			
04265	Key, John	4/25/2012	97088	2.00
04265	Key, John	8/30/2012	97088	2.00
	Review and revise C-20 concerning vestavia ramps			
04265	Key, John	9/7/2012	97088	1.00

		Date	Labor Code	Total Hours
	Review data submitted by Grills for the additional time requested due to the added driveways.			
04265	Key, John	9/11/2012	97088	2.00
	Driveway Review for requested time			
04265	Key, John	9/12/2012	97088	2.00
	Grills Driveway Review with Blair			
04265	Key, John	9/13/2012	97088	1.50
	Driveway Review for requested time and deliver documents to ALDOT			
04265	Key, John	9/24/2012	97088	4.00
	Back check Daily with C-20 form day 1			
04265	Key, John	9/25/2012	97088	2.00
	Meeting with ALDOT			
Total for 08				187.50

ORDINANCE NUMBER 2315-A

**AN ORDINANCE AMENDING SECTION 3(c) OF ORDINANCE
NUMBER 2315 REGARDING ISSUE FEES**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. Section 3(c) of Ordinance Number 2315, adopted and approved on November 23, 2009, is hereby amended in its entirety as follows:

“SECTION 3. License term.

The license term and the minimum amount for a business license are, as follows:

- (a) **Issue Fee.** For each license issued there shall be an issue fee of twelve dollars (\$12.00) collected and it shall be collected in the same manner as the license tax.”

SECTION 25. Effective date.

This Ordinance shall become effective immediately upon adoption and following publication and/or posting thereof as required by Alabama law.

SECTION 26. Severability.

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 27. Repealer.

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

DONE, ORDERED, ADOPTED AND APPROVED, this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2315-A is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 5th day of November, 2012, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2012.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4354

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR MAGIC CITY DANCE ENTERPRISES, LLC
D/B/S MAGIC CITY BALLROOM; MICHAEL
JEFFREY FOWLER, EXECUTIVES**

WHEREAS, the Mayor and City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Magic City Dance Enterprises, LLC d/b/a Magic City Ballroom, located at 1425 Montgomery Highway, Suite 81, Vestavia Hills, Alabama, for the on-premise sale of 160 - Special Retail - More than 30 days; Michael Jeffrey Fowler, executives.

APPROVED and ADOPTED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: October 31, 2012

TO: Dan Rary, Acting Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 160 - Special Retail - More than 30 days

Please find attached information submitted by Michael Jeffrey Fowler who request an alcohol license to sell 160 - Special Retail - More than 30 days at the Magic City Dance Enterprises, LLC d/b/s Magic City Ballroom, 1425 Montgomery Highway, Suite 81 , Vestavia Hills, Alabama.

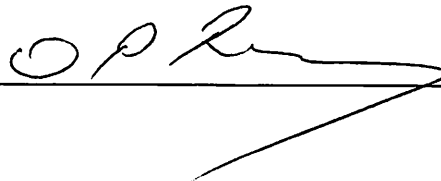
I am scheduling this case to be heard by the City Council on 5th day of November, 2012 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

<input checked="" type="checkbox"/>	Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests
<input type="checkbox"/>	Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests
<input type="checkbox"/>	Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests

Reviewed: _____





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20121023140444438

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS **State:** \$250.00 **County:** \$250.00

Type License: **State:** **County:**

Trade Name: MAGIC CITY BALLROOM **Filing Fee:** \$50.00

Applicant: MAGIC CITY DANCE ENTERPRISES LLC **Transfer Fee:**

Location Address: 1425 MONTGOMERY HWY; STE 81 VESTAVIA HILLS, AL 35216

Mailing Address: 1425 MONTGOMERY HWY; STE 81 VESTAVIA HILLS, AL 35216

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC

Book, Page, or Document info: LR201215 18513 **Do you sell Draft Beer:** N

Date Incorporated: 07/20/2012 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 07/20/2012 **Alabama State Sales Tax ID:** R000824505

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

MICHAEL JEFFERY FOWLER 5192506 - AL	MEMBER	12/23/1961 JEFFERSONVILLE, IN	1145 CAHABA WOODS CIR VESTAVIA HILLS, AL 35243

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

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MICHAEL FOWLER

Business Phone: 205-979-5503

Fax:

Home Phone: 205-967-4636

Cell Phone: 205-238-9008

E-mail: MAGICCITYDANCE@BELLSOUTH.NET

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20121023140444438

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **BIRMINGHAM REALTY CO. 205-991-9905**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
 Is the business used to habitually and principally provide food to the public? **NO**
 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: **2600** Display Square Footage:
 Building seating capacity: **120** Does Licensed premises include a patio area? **NO**
 License Structure: **ONE STORY** License covers: **PORTION OF**
 Number of licenses in the vicinity: **10** Nearest: **.25**
 Nearest school: **3 miles** Nearest church: **2 miles** Nearest residence: **1 miles**
 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)?

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION

Confirmation Number: 20121023140444438

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 Club 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-5-.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): Michael J. Fowler

Signature of Applicant:

Notary Name (print): Valencia Johnson

Notary Signature:

Commission expires: 1-4-14

Application Taken: 1023-12 App. Inv. Completed:
 Submitted to Local Government:
 Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
 Received from Local Government:
 Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20121023140444438

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: YES

Explanation:

BALLROOM DANCING/EVENT PLANNING

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are there any special restrictions, instructions, and/or conditions for this license?: NO
 TO GO SALES

RESOLUTION NUMBER 4366

A RESOLUTION AMENDING RESOLUTION NUMBER 2377 AND PROVIDING FOR THE APPOINTMENT OF A SAFETY COORDINATOR FOR EMPLOYEES OF THE CITY OF VESTAVIA HILLS.

WHEREAS, on December 2, 1991, the City Council of the City of Vestavia Hills, Alabama adopted and approved Resolution Number 2377 to propose the appointment of a safety coordinator and to recognize the importance of safety; and

WHEREAS, the Mayor and City Council of the City of Vestavia Hills recognize the importance of safety in the workplace and wish to reaffirm its commitment to safety consciousness; and

WHEREAS, in a renewed partnership with Municipal Workers Compensation Fund, the City is encouraged to appoint a Safety Coordinator;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Council encourage the development of an updated and coordinated Workplace Safety Program; and
2. That the City Manager shall appoint a Safety Coordinator with the responsibility of implementing an effective safety program for all employees of the City of Vestavia Hills; and
3. This Resolution Number 4366 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca H. Leavings,
City Clerk

RESOLUTION NUMBER 4360

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE NATIONAL BANK OF COMMERCE.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the National Bank of Commerce be, and hereby is, designated as the depository of the City of Vestavia Hills Capital Projects Reserve Account and Money Market Reserve Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.
Mayor

Randy Robertson
City Manager

Rebecca Leavings
City Clerk

Melvin Turner, III
Finance Director/City Treasurer

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Manager, City Clerk and City Treasurer in this

corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4360 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of November 5, 2012 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 5th day of November, 2012, and that such Resolution is of record in the Minute Book of the City at page __ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2012.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4361

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE PINNACLE BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the Pinnacle Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Library Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.
Mayor

Randy Robertson
City Manager

Rebecca Leavings
City Clerk

Melvin Turner, III
Finance Director/City Treasurer

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Manager, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as

holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4361 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of November 5, 2012 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 5th day of November, 2012, and that such Resolution is of record in the Minute Book of the City at page ___ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2012.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4362

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE REGIONS BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the Regions Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Court Bond Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any one (1) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.
Mayor

Randy Robertson
City Manager

Rebecca Leavings
City Clerk

Melvin Turner, III
Finance Director/City Treasurer

Nancy Chadbourne
Court Clerk/Magistrate

Margean Cummings
Magistrate

Melanie Higgins
Court Clerk

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Manager, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4362 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of November 5, 2012 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 5th day of November, 2012, and that such Resolution is of record in the Minute Book of the City at page __ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2012.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4363

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE REGIONS BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the Regions Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Special Court Account, Pooled Cash and Payroll Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.
Mayor

Randy Robertson
City Manager

Rebecca Leavings
City Clerk

Melvin Turner, III
Finance Director/City Treasurer

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Manager, City Clerk and City Treasurer in this

corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4363 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of November 5, 2012 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 5th day of November, 2012, and that such Resolution is of record in the Minute Book of the City at page __ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2012.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4364

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE SOUTHPOINT BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the Southpoint Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Contractors Surety Account, Warrant Funds Account and the Library Capital Project Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.
Mayor

Randy Robertson
City Manager

Rebecca Leavings
City Clerk

Melvin Turner, III
Finance Director/City Treasurer

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Manager, City Clerk and City Treasurer in this

corporation, and it shall be conclusively and presumed that the persons so certified as holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4364 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of November 5, 2012 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 5th day of November, 2012, and that such Resolution is of record in the Minute Book of the City at page __ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2012.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4365

A RESOLUTION CHANGING THE CITY OFFICIALS DESIGNATED AND AUTHORIZED TO SIGN CHECKS AND DRAFTS FOR PAYMENTS FROM CITY OF VESTAVIA HILLS ACCOUNTS ON DEPOSIT IN THE WELLS FARGO BANK.

BE IT RESOLVED by the Mayor and City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the Wells Fargo Bank be, and hereby is, designated as the depository of the City of Vestavia Hills Transport Account, and that the officers and employees of said City named herein below are hereby authorized to endorse, in the name of the City, for the purpose of deposit and collection, in and with said bank, checks, drafts, notes and other like obligations issued and drawn to and owned by said City; and it is further resolved that endorsement for deposit and collection may be by the written or stamped endorsement of the City without designation of the party making the endorsement.

2. That said bank be, and hereby is, authorized to pay out the funds of this corporation on deposit with it from time to time upon said depository and signed in the name of this corporation by any two (2) of the following, whether said checks are payable to cash, bearer, or the order of the corporation, or to any third party, or to the order of any signing or countersigning officer of the corporation or any other corporation officer, in either their individual or official capacity, without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, and orders or the proceeds thereof;

Alberto C. Zaragoza, Jr.
Mayor

Randy Robertson
City Manager

Rebecca Leavings
City Clerk

Melvin Turner, III
Finance Director/City Treasurer

3. That the said bank shall not be, in any manner whatsoever, responsible for or required to see the application of any of the funds of this corporation deposited with it, checked out, or borrowed from it, or secured by the discount of notes and other obligations to it as hereinbefore provided, and all such transactions shall be conclusively presumed to be legally binding upon this corporation.

4. That Rebecca Leavings, the City Clerk of this municipality, shall file with the said bank a certified copy of this resolution under the corporate seal of this corporation and shall also file with the said bank a certified list of the persons at the present time holding offices of Mayor, City Manager, City Clerk and City Treasurer in this corporation, and it shall be conclusively and presumed that the persons so certified as

holding such offices continue respectively to hold the same until the said bank is otherwise notified in writing by the City of Vestavia Hills by duly authorized Resolution.

5. Any and all resolutions heretofore approved and adopted by the City Council of the City of Vestavia Hills, Alabama in conflict with this Resolution Number 4365 are hereby rescinded.

6. That this resolution shall be in full force and effect and binding upon this municipality as of November 5, 2012 and shall remain in full force and effect until it shall have been rescinded and written notice of such recession under the corporate seal have been delivered to said bank.

ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 5th day of November, 2012, and that such Resolution is of record in the Minute Book of the City at page ___ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2012.

Rebecca Leavings
City Clerk

SEAL

RESOLUTION NUMBER 4368

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRANE U.S. INC. D/B/A TRANE FOR SERVICING OF THE HVAC SYSTEM AT THE LIBRARY IN THE FOREST

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to enter into an agreement with Trane U.S. Inc. d/b/a Trane for servicing of the HVAC system at the Library in the Forest; and
2. A copy of said agreement is attached to and incorporated into this Resolution Number 4368 as though written fully therein; and
3. This Resolution Number 4368 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 26th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



TRANE

Building Services

Trane Scheduled Service Agreement

SERVICE PROPOSAL FOR:

City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

SITE ADDRESS:

Vestavia Hills Library
1221 Montgomery Highway
Vestavia Hills, AL 35216

LOCAL TRANE OFFICE:

Trane U.S. Inc. dba Trane
1030 London Drive, Suite 100
Birmingham, AL 35211

LOCAL TRANE REPRESENTATIVE:

Louise M. Corscadden
Cell: (205) 288-9853
Office: (205) 747-4000

PROPOSAL ID / AGREEMENT NUMBER:

1210869 /

DATE:

October 8, 2012



TRANE SCHEDULED SERVICE AGREEMENT

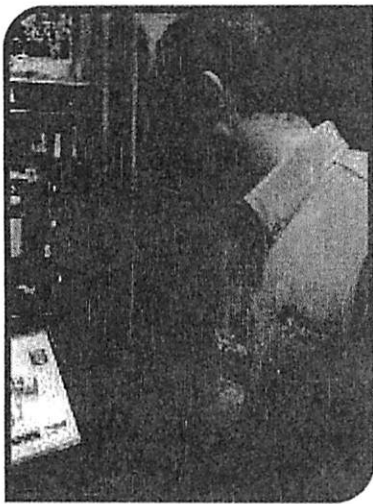
Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Scheduled Service Agreement will provide planned maintenance for your HVAC systems. The agreement assures that factory recommended services are executed on scheduled intervals.

Beyond the benefits of a typical service plan, a Trane Scheduled Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ Priority Response – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ Advanced Diagnostics – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ Trane OEM Service Delivery – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ Dedicated Trane Service Team – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.



TRANE SCHEDULED SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

* Source: FEMP O&M Guide - July 2004

In addition to financial value, when you partner with Trane you can expect:

Ⓢ Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - City of Vestavia Hills will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Ⓢ Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments



Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).



The Agreement

TRANE SCHEDULED SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

SITE ADDRESS:

Vestavia Hills Library
1221 Montgomery Highway
Vestavia Hills, AL 35216

LOCAL TRANE OFFICE:

Trane U.S. Inc. dba Trane
1030 London Drive, Suite 100
Birmingham, AL 35211

LOCAL TRANE REPRESENTATIVE:

Louise M. Corscadden
Cell: (205) 288-9853
Office: (205) 747-4000

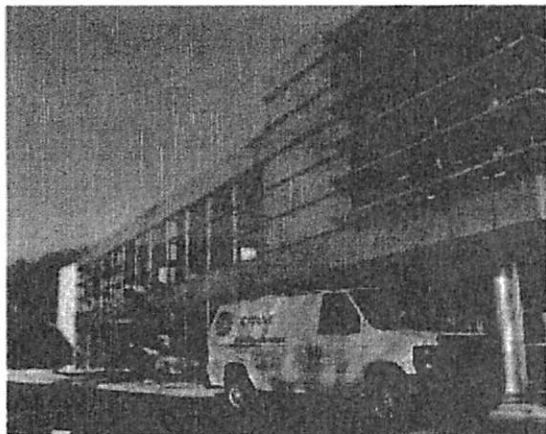
PROPOSAL ID / AGREEMENT

NUMBER:

1210869 /

DATE:

October 8, 2012





TRANE SCHEDULED SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Scheduled Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Refrigerant Replacement at 0% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.



The following is an overview of Trane's Scope of Services to be performed on Covered Equipment. Items marked are included in this Agreement.

Services Included	Maintenance Inspections
X	Quarterly Inspections Qty <u>3</u>
X	Annual Seasonal Maintenance

Services Included	Labor and Materials for Covered Equipment
X	Scheduled Maintenance Labor
X	Scheduled Maintenance Parts and Materials
X	Refrigerant Usage Reporting
	Other

Services Included	Additional Services
X	Clean condenser coils during annual inspection
X	Annual Trane Tracer Summit Software Upgrade if required
	Other



TRANE SCHEDULED SERVICE AGREEMENT

Equipment Coverage and Services



The following "Covered Equipment" will be serviced at Vestavia Hills Library:

Tag	Manufacturer	Equipment	Model Number	Serial Number
CH-1	Trane	Air Cooled Chiller	CGAM100F2B	U10C1444
AHU-1	Trane	Air Handling Unit-Climate Changer	CSSA021G0A	K09M62612
AHU-2	Trane	Air Handling Unit-Modular Climate Changer	MCCB035BA	K09M63659
AHU-3	Trane	Air Handling Unit-Climate Changer	LPCAF06F2B	U10C14444
ERV-1	Greenheck	Energy Recovery Unit	ERV-581H-15-A-ES	CM6656-01
VFD for ERV-1	tbd	Variable Frequency Drive for ERV-1	tbd	tbd
VFD for ERV-1	tbd	Variable Frequency Drive for ERV-1	tbd	tbd
VFD for AHU-1	tbd	Variable Frequency Drive for AHU-1	tbd	tbd
VFD for AHU-2	tbd	Variable Frequency Drive for AHU-2	tbd	tbd
VFD for SHWP-1	tbd	Variable Frequency Drive for SHWP-1	tbd	tbd
VFD for SHWP-2	tbd	Variable Frequency Drive for SHWP-2	tbd	tbd
CRU-1	Data Aire	Computer Room Air Handling Unit	tbd	tbd
CU-1	Data Aire	Computer Room Condensing Unit	tbd	tbd
FCU-tbd	Trane	Fan Coil Unit	FCCB06	T09M35143
FCU-tbd	Trane	Fan Coil Unit	FCCB08	T09M35144
FCU-tbd	Trane	Fan Coil Unit	BCV024	T09M35146
SF-1	tbd	Supply Fan for AHU-1	tbd	tbd
SF-2	tbd	Supply Fan for AHU-2	tbd	tbd
SF-3	tbd	Supply Fan for AHU-3	tbd	tbd
CHWP-1 & 2	Aurora	Chilled Water Pumps	tbd	tbd
SHWP-1 & 2	Aurora	Supply Pumps	tbd	tbd
BPUMP-1 & 2	Aurora	Boiler/Hot Water Pumps	tbd	tbd
HPWH	AO Smith	Heat Pump Water Heater	WW-96HTD	tbd
IDWH	Bradford White	Indirect Water Heater	RTV-119-L	FM12682209
B-1 & 2	Fulton Companies	Boilers	PHW-750	tbd
BCU	Trane	Trane Tracer Summit Controls	BMTX	tbd

Services to be rendered:

Qty.	Equipment	Schedule
1	Trane Air Cooled Scroll Chiller	Appendix A
2	Trane Air Handling Unit-Climate Changer	Appendix B
1	Trane Air Handling Unit-Modular Climate Changer	Appendix C
1	Energy Recovery Unit	Appendix D
6	Variable Frequency Drives	Appendix E
1	Computer Room Split System	Appendix F & G
3	Trane Fan Coil Units	Appendix H
3	Supply Fan that serve Air Handling Units 1, 2 & 3	Appendix I
6	Pumps	Appendix J
2	Water Heaters	Appendix K
2	Boilers	Appendix L
1	Trane Tracer Summit Control System	Appendix M



TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

Site Address: Vestavia Hills Library
1221 Montgomery Highway
Vestavia Hills, AL 35216

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$17,861.00	\$4,465.25	Quarterly

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

Term

The initial term of this Service Agreement is 1 year, **beginning November 01, 2012**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term, this Agreement shall renew automatically for successive periods of 1 year until terminated as provided herein.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Louise M. Corscadden <i>Louise M. Corscadden</i>	Cell: (205) 288-9853 Office: (205) 747-4000 Proposal Date: October 8, 2012
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
Authorized Representative	Trane U.S. Inc. dba Trane <i>Louise M. Corscadden</i> Authorized Representative
Printed Name	<i>Louise M. Corscadden</i> Title
Title	<i>Account Manager</i>
Purchase Order	<i>10-8-12</i> Signature Date
Acceptance Date	License Number: 20760



Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal and the applicable company terms and conditions in effect at the time of delivery or acceptance of the work. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

2. Service Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal. Except as otherwise provided in the Proposal, the Service Fee is based on performance during regular business hours. Fees for Services performed outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

3. Term, Renewal, and Cancellation. The "Term" of this Agreement shall be as stated in the Proposal. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment section herein, upon Company's delivery to Customer of a service renewal letter at least 45 days in advance of the scheduled expiration date and Customer's failure to notify Company in writing no later than 30 days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than 30 days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company the balance of the Service Fee applicable to the then current 12 month period of the Term or the Renewal Term.

4. Renewal Pricing Adjustment. The Service Fee for an impending Renewal Term shall be the current Service Fee (defined as the Service Fee for the initial Term or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States; or (ii) Statistics Canada Industrial Producer Price Index, Goods (Raw Material Price Indexes) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor/labour; and (d) 10% of the Service Fee shall be adjusted based upon changes to Company services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

5. Payment. Payment is due upon receipt of Company's invoice. The Service Fee shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Company, Company may discontinue Services whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

6. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA or state industrial safety regulations. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fee accordingly. During the Term or a Renewal Term, Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company reserves the right to remove such devices at its discretion.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; Company shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations; (c) Reimburse Company for services, repairs, and/or replacements performed by Company as



set forth in this Agreement, beyond the Services or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials and may at Company's option be subject to a separate written agreement prior to its undertaking such work; and (d) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or this Agreement, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, water damage, improper operation, unauthorized alteration of Covered Equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Covered Equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services. Customer shall be responsible for (o) The cost of any additional replacement refrigerant; (p) Operation of any equipment; and (q) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Warranty. Company warrants that: (a) the material manufactured by Company and furnished hereunder is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

11. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Premises that will in any way affect Company's Services and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Services. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any



Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Services Other Than Solely Scheduled Service. If Company's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fee shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

1-26.130-7 (January 31, 2012)

Supersedes 1-26.130-7 (October 14, 2011)

Data Usage - Supplemental Terms and Conditions

The use of the term "you," "your," and the like means the entity identified as the customer in the agreement to which these Supplemental Terms and Conditions pertain, including its employees, shareholders, officers, and directors. References to "us," "we," "our," and the like means the entity identified as the Company in its Terms and Conditions of sale.

1. Terms Supplemental. These Supplemental Terms and Conditions are supplemental to the Company's Terms and Conditions of sale applicable to your purchase of product and/or services from Company ("Terms and Conditions") and are an integral part of our offer and agreement to sell. The Terms and Conditions and these Supplemental Terms and Conditions are intended to be complementary and construed as a whole. However, in the event of an irreconcilable conflict, these Supplemental Terms and Conditions shall control.

2. Electronic Monitoring. Any electronic monitoring we perform is undertaken solely to enable us to collect the data and perform any analysis included in our services. You agree that we are not liable for losses that may occur in cases of malfunction or nonfunctioning of equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of your equipment and building systems.

3. Ownership of Data. All data relating to the performance and condition of your building systems that we collect in connection with our performance hereunder shall be owned by you, provided that you are granting to us the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data we collect from you. We shall not use or publish such data in any way that identifies you as the source of that data without your prior written consent. The data we will collect from you will not include any personal or individual information.

4. Data Privacy and Security. We have implemented various security measures for the purpose of protecting your data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. You are responsible for maintaining the confidentiality of your user name(s) and password(s). You are responsible for all uses of your password(s), whether or not authorized by you. You must inform us immediately of any unauthorized use of your user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result we cannot ensure total control of the security of such systems. We will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. You acknowledge that the very nature of communication via the Internet restricts us from offering any guarantee of the privacy or confidentiality of information relating to you passing over the Internet. In gaining access via the Internet, you also acknowledge and accept that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. You therefore accept that access and storage of data is at your own risk. We will notify you of any breach in security of which we become aware. Any breach in privacy of which you become aware should be reported by you to us immediately. We do not disclose your information to third parties for their marketing purposes, but we do use third party software and services to assist us with collecting and analyzing information. We may also disclose your information if required to do so by law, in which case, we would inform you of such disclosure.

5. Data Retention. Upon your written request, we will endeavor to provide an electronic copy of data collected from you, subject to availability. We will use commercially reasonable efforts to store your data for up to 18 months. We cannot guarantee the availability of the data.

6. Ownership of Intellectual Property. Notwithstanding any provision to the contrary, as between you and us, we own and retain all title and ownership of all intellectual property rights in the software, firmware, analytics, and service processes used to provide services, and consequently both you and us agree that these Supplemental Terms and Conditions do not constitute and may under no circumstances be construed as the granting of any license to such intellectual property rights.

7. Disclaimer of Warranty; Limitation of Liability. The services provided, including any reports we provide, are intended to provide operational assessments and recommendations only and are intended to supplement, but not replace, manual inspections of your equipment and building systems. **THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER**

THE LAWS APPLICABLE TO THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE ARE NOT LIABLE FOR GAPS IN DATA COLLECTED.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING: DAMAGES OR INJURY (OTHER THAN PERSONAL INJURY CAUSED BY OUR NEGLIGENCE) REGARDLESS OF THE CAUSE OR DURATION; FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE INTELLIGENT SERVICES; FAILURE OF PERFORMANCE; INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; YOUR NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; OR UNAUTHORIZED ACCESS TO YOUR DATA OR COMMUNICATIONS NETWORK.

8. Communications – Analog Modem Facilities. You authorize us to utilize your telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for your use for extended periods of time while data is being collected from your building systems and equipment. We are not responsible for any adverse impact to your communications infrastructure. You understand that we will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over your telephone service.

9. Communications – Ethernet - You authorize us to utilize your network infrastructure to provide the contracted services and acknowledge that we are not responsible for any adverse impact to your communications infrastructure. You understand that we will not be able to collect data when network issues do not allow for successfully communications between our data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if we are unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

10. Logging and Data Mining. You grant us the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to users of our products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by us for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of our products and services.

Appendix

CONTENTS:

Safety
Customer Service Flows

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
-Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.



Management Leadership and Commitment “continued”

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

TRANE AIR COOLED SCROLL CHILLER

(Appendix A)

CGAM Operational Annual Inspection-(CGAM-7310)

Description

1. Customer Notification
2. Initial Site Inspection
3. Condenser Coil Check
4. Lock Out Tag Out (Generic)
5. Compressor Oil Level Check- Air-Cooled Scroll
6. Oil Analysis - Air-Cooled Scroll
7. Leak Test Inspection
8. Strainer Maintenance - BPHE Units
9. Inspect Piping
- 10. *Coil Cleaning Solution***
11. Electrical and Safety Inspection-Air-Cooled Scroll
12. Techview/Kestrel View Connection
13. Review Diagnostics
14. Check Fans for Rubbing
15. Check EXV Sight Glass
16. Run Service Report From Kestrel View
17. Techview/Kestrel View Disconnection

CGAM Operational Quarterly Inspection-(CGAM-7330)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Customer Notification of Unit Maintenance
2. Initial Site Inspection
3. Condenser Coil Check
4. Shut Down Unit
5. Compressor Oil Level Check- Air-Cooled Scroll
6. Return Unit to Normal Operation
7. Techview/Kestrel View Connection
8. Check Fans for Rubbing
9. Review Diagnostics
10. Check EXV Sight Glass
11. Run Service Report From Kestrel View

AIR HANDLING UNIT- CLIMATE CHANGER

(Appendix B)

Annual Seasonal Maintenance-(AHU-110)

Description

1. Customer Notification
2. Initial Site Inspection
3. AHU Visual Equipment Inspection
4. Air Handler Filter Inspection
5. Check Damper
6. Check Delta T
7. Check Fans for Rubbing
8. Check Operating Temperatures
9. Check Operation of Static Pressure Transducer
10. Condensate Inspection
11. Electrical Inspection (AHU)
12. Fan Bearing and Motor Lubrication
13. Inspect Coil Freeze Protection Device
14. Inspect Piping
15. Lubricate Vane Linkage
16. Meg Compressor Motor(s)
17. Supply Fan and Motor Inspection (Air Handler)
18. Supply Fan Belt Inspection
19. Log Unit
20. Complete Required Paper Work

Operating Inspection-(AHU-130)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Customer Notification
2. Initial Site Inspection
3. AHU Visual Equipment Inspection
4. Air Handler Filter Inspection
5. Complete Required Paper Work

AIR HANDLING UNIT-MODULAR CLIMATE CHANGER

(Appendix C)

M Series Annual Inspection-(MAH-6610-MCCB)

Description

1. AHU Visual Equipment Inspection
2. Supply Fan and Motor Inspection (Air Handler)
3. Condensate Drip Pan Treatment
4. Condensate Inspection
5. Air Handler Filter Inspection
6. Check Damper
7. AHU Supply Fan Cleaning (High Performance Building)
8. Electrical Inspection (AHU)
9. Meg Supply Fan With VFD (Intellipak)
10. Start Up Seasonal Heating (Electric)

M Series Quarterly-(MAH-6630-MCCB)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. AHU Visual Equipment Inspection
2. Supply Fan Belt Inspection
3. Condensate Inspection
4. Coil Inspection (Climate Changer)
5. Air Handler Filter Inspection

ENERGY RECOVERY UNIT

(Appendix D)

Annual Seasonal Maintenance-(MSC-140)

Description

1. Customer Notification
2. Initial Site Inspection
3. Check Damper
4. Condensate Inspection
5. Filter Inspection
6. Inspect Supply Fan and Belt
7. Check Fans for Rubbing
8. Electrical Inspection
9. Control Panel Electrical Inspection-
10. Fan Bearing and Motor Lubrication
11. Complete Required Paper Work

Operating Inspection-(MSC-145)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Customer Notification
2. Initial Site Inspection
3. Check Damper
4. Condensate Inspection
5. Filter Inspection
6. Inspect Supply Fan and Belt
7. Check Fans for Rubbing
8. Unitary Visual Equipment Inspection
9. Fan Bearing and Motor Lubrication
10. Complete Required Paper Work

VARIABLE FREQUENCY DRIVE

(Appendix E)

Maintenance Inspection-(MSC-120)

(To be performed on a quarterly basis)

Description

1. Customer Notification
2. Initial Site Inspection
3. Variable Frequency Drive Maintenance
4. Complete Required Paper Work

COMPUTER ROOM AIR HANDLING UNIT

(Appendix F)

Annual Seasonal Maintenance-(CR/AHU-110)

Description

1. Customer Notification
2. Initial Site Inspection
3. AHU Visual Equipment Inspection
4. Air Handler Filter Inspection
5. Check Heater Operation
6. Check Operating Temperatures
7. Condensate Inspection
8. Electrical Inspection (AHU)
9. Fan Bearing and Motor Lubrication
10. Humidifier Maintenance
11. Inspect Supply Fan and Belt
12. Log Unit
13. Meg Compressor Motor(s)

Service 18: Operating Inspection-(CR/AHU-130)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Customer Notification
2. Initial Site Inspection
3. AHU Visual Equipment Inspection
4. Filter Inspection And Change
5. Humidifier Maintenance
6. Complete Required Paper Work

COMPUTER ROOM CONDENSING UNIT

(Appendix G)

Annual Seasonal Maintenance-(CR/DX-110)

Description

1. Customer Notification
2. Initial Site Inspection
3. Check Operating Temperatures
4. Check Super Heat and Sub Cooling
5. Compressor Oil Level Check
6. Condensate Inspection
7. Condenser Coil Cleaning w/Backflush
8. Condenser Fan Check
9. Fan Bearing and Motor Lubrication
10. High Pressure Leak Check
11. Inspect Piping
12. Log Unit
13. Meg Compressor Motor(s)
14. Start Up Seasonal Cooling
15. Complete Required Paper Work

Operating Inspection-(CR/DX-130)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Customer Notification
2. Initial Site Inspection
3. Humidifier Maintenance
4. Compressor Oil Level Check
5. Condenser Coil Check
6. Condensate Inspection
7. Check Heater Operation
8. Condenser Fan Check
9. Complete Required Paper Work

FAN COIL UNIT

(Appendix H)

Annual Seasonal Maintenance-(FAN-110 or FCU-6000-FCCB)

Description

1. Customer Notification
2. Initial Site Inspection
3. Electrical Inspection
4. Fan Bearing and Motor Lubrication
5. Inspect Supply Fan and Belt
6. Log Unit
7. Complete Required Paper Work
8. Fan Coil Unit Comprehensive Inspection
9. Filter Inspection

Operating Inspection-(FAN-130 or FCU-6030-FCCB)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Customer Notification
2. Initial Site Inspection
3. Fan Bearing and Motor Lubrication
4. Complete Required Paper Work
5. Fan Coil Unit Limited Inspection
6. Filter Inspection
7. Inspect Valve Operation.

SUPPLY FAN FOR AIR HANDLING UNITS

(Appendix I)

Operating Inspection-(FAN-130)

(To be performed on a quarterly basis)

Description

1. Customer Notification
2. Initial Site Inspection
3. Fan Bearing and Motor Lubrication
4. Complete Required Paper Work

CHILLED WATER/HOT WATER PUMPS

(Appendix J)

Annual Pump Maintenance-(PUM-1000)

Description

1. Annual Pump Maintenance
2. Y Strainer Maintenance - 8 Inch Pipe or Less
3. Log Pump

Quarterly Pump Maintenance-(PUM-1040)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Quarterly Pump Maintenance
2. Pump Coupling Inspection

HOT WATER HEATERS

(Appendix K)

Maintenance Inspection-(MSC 210)

(To be performed on a quarterly basis)

Description

1. Customer Notification
2. Initial Site Inspection
3. Electrical Inspection
4. Check Heater Operation
5. Complete Required Paper Work

BOILERS

(Appendix L)

Annual Seasonal Maintenance-(BLR-110)

Description

1. Customer Notification
2. Initial Site Inspection
3. Burner Inspection
4. Electrical Inspection
5. General Assembly Inspection (Boiler)
6. General Inspection (Electric Boiler)
7. Heat Test- Hot Water or Steam
8. Verify Pump Operation and Water Flows
9. Seasonal Start Up (Boiler)
10. Complete Required Paper Work

Operating Inspection-(BLR-130)

(To be performed Qty. (3) times on a quarterly basis around Annual Inspection)

Description

1. Customer Notification
2. Initial Site Inspection
3. General Assembly Inspection (Boiler)
4. General Inspection (Electric Boiler)
5. Verify Pump Operation and Water Flows
6. Complete Required Paper Work

TRANE TRACER SUMMIT CONTROL SYSTEM

(Appendix M)

Quarterly Maintenance System Controls-

Service: System Analysis and Review (BAS-1000-SAR)

Description

1. Operator Workstation Inspection
2. System Controller Inspection
3. Verify System Software Programming
4. System Back-Up
5. Customer Review - 30 Minutes
6. Software Service Pack Update (Per Workstation and/or BCU)

Service: AHU Controls Support (BAS-1100-AHU)

Description

1. Connect Service Tool
2. Sequence of Operation Verification for 2 Analogs + Binary Outputs
3. Sequence of Operation Verification for 4 Analogs + Binary Outputs
4. Sequence of Operation Verification for 8 Analogs + Binary Outputs
5. Disconnect Service Tool

Service: Chilled Water System Controls Support (BAS-1100-CWS)

Description

1. Connect Service Tool
2. Sequence of Operation Verification for 2 Analogs + Binary Outputs
3. Sequence of Operation Verification for 8 Analogs + Binary Outputs
4. Disconnect Service Tool

Service: Hot Water System Controls Support (BAS-1100-HWS)

Description

1. Connect Service Tool
2. Sequence of Operation Verification for 1 Analog + Binary Outputs
3. Sequence of Operation Verification for 4 Analogs + Binary Outputs
4. Disconnect Service Tool

Service: VAV Front-End Analysis (BAS-1200-VAVA)

Description

1. VAV Front-End Analysis (Per box)

Service: ZN Controller Support (BAS-1100-ZN)

Description

1. Connect Service Tool
2. Sequence of Operation Verification for 1 Analog + Binary Outputs
3. Disconnect Service Tool

ORDINANCE NUMBER 2420

**AN ORDINANCE AUTHORIZING AND DIRECTING THE
PURCHASING AND CLOSING OF THE SALE OF REAL ESTATE.**

THIS ORDINANCE NUMBER 2420 is considered, approved, enacted and adopted on this the 5th day of November, 2012.

WITNESSETH THESE RECITALS

WHEREAS, municipalities in Alabama have the legal authority to acquire real estate by purchase pursuant to Title 11-40-1, *Code of Alabama, 1975*; and

WHEREAS, the City Council (the “City Council”) of the City of Vestavia Hills, Alabama, a municipal corporation (the “City”) finds and determines that the purchase by the City of the hereinafter described real property (the “Property”) will promote the health, safety and general welfare of the City; and

WHEREAS, Title 11-47-5, *Code of Alabama, 1975*, reads as follows:

“Contracts entered into by a municipality shall be in writing, signed and executed in the name of the city or town by the officers authorized to make the same and by the party contracting. In cases not otherwise directed by law or ordinance, such contracts shall be entered into and executed by the mayor in the name of the city or town and all obligations for the payment of money by the municipality, except for bonds and interest coupons, shall be attested by the clerk. This section shall not be construed to cover purchases for the ordinary needs of the municipality;” and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF VESTAVIA HILLS, ALABAMA AS FOLLOWS:**

1. PROMOTION OF PUBLIC WELFARE: The City Council (the “City Council”) of the City of Vestavia Hills, Alabama, a municipal corporation (the “City”) finds and determines that the purchase by the City of the hereinafter described real property and improvements (the “Property”) will promote the health, safety and general welfare of the City.

2. **CONTRACT FOR PURCHASE OF REAL ESTATE:** The purchasing and closing of the sale of the Property shall be completed all in accordance with the terms, provisions, conditions and limitations of a written Real Estate Sales Contract (the “Contract”) negotiated by the City Manager and City Attorney and ultimately considered for acceptance and approval by the City Council at a regular or special public meeting of the City Council.

3. **TERMS OF CONTRACT:** The written Real Estate Sales Contract shall specifically include, but not be limited to, the following terms, provisions, conditions and limitations:

- A. **SELLER:** Southpace Properties, Inc.
- B. **PURCHASER:** The City of Vestavia Hills, Alabama, a municipal corporation.
- C. **PURCHASE PRICE:** One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00).
- D. **EARNEST MONEY:** None.
- E. **PAYMENT OF PURCHASE PRICE:** In cash at closing.
- F. **THE PROPERTY:**
 - 1. **Street Address:** In Vestavia Plaza on Montgomery Highway.
 - 2. **Located In:** Vestavia Hills Shopping Center.
 - 3. **Formerly Occupied By:** Food World Grocery Store.
 - 4. **Map of Property:** Attached hereto as Exhibit A.
 - 5. **Legal Description:** To be furnished by Seller upon completion of survey.
 - 6. **Curtilage:** The Property includes the present “Big Box” building and the real estate surrounding it as shown on the survey.
- G. **TITLE INSURANCE:** To be furnished by Seller at Seller’s expense.
- H. **SURVEY:** To be furnished by Seller at Seller’s expense.
- I. **USE OF PROPERTY:** Municipal Center, City Hall or other municipal purposes determined by the City. Seller shall warrant to City in writing that the Property can be used for said purposes.

J. CONDITION OF PROPERTY: “As is” condition with all faults.

K. PARKING SPACES: Seller shall provide perpetual cross parking easements to the extent that there shall be one parking space per 200 square feet in the building on the property.

L. CONVEYANCE: By Warranty Deed.

M. BROKER COMMISSION: None.

N. ATTORNEY FEES: Each party shall pay its own attorney fees for legal services rendered in connection with the sale, purchase and closing.

O. RESURVEY: To be completed by both Seller and Purchaser.

5. PREPARATION OF CONTRACT:

A. DATE: After November 5, 2012.

B. SCRIVENER: Attorney for Seller at Seller’s expense.

7. AMENDMENT TO ORDINANCE NUMBER 2420: If the City Council approves the Contract and it is executed and delivered by both Seller and Purchaser, then in such event Ordinance Number 2420 shall be amended by adding a copy of the duly executed Contract thereto.

8. UNANIMOUS CONSENT FOR CONSIDERATION OF AND ACTION ON APPROVAL, ADOPTION AND ENACTMENT OF ORDINANCE NUMBER 2420:

The City Council shall have a unanimous consent of Ordinance Number 2420, as amended, and consider its approval, adoption and enactment thereof at its regularly scheduled meeting on November 5, 2012 at 5:00 p.m. If approved, the City Council may adopt and enact Ordinance Number 2420 if unanimous consent of those present is given for immediate consideration as authorized by Title 11-45-2(b), *Code of Alabama 1975*.

9. **POSTING OF ORDINANCE NUMBER 2420:** If the City Council approves, enacts and adopts Ordinance Number 2420, as amended, then in such event, said Ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

10. **EFFECTIVE DATE OF ORDINANCE NUMBER 2420:** Ordinance Number 2420 shall become effective five (5) days after posting in accordance with Title 11-45-8(3), *Code of Alabama, 1975*.

11. **CLOSING DATE:** The Real Estate Sales Contract shall be closed after the effective date of Ordinance Number 2420 on a date mutually agreed upon by Seller and Purchaser.

DONE, ORDERED, APPROVED and ADOPTED, this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2420 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the _____ day of _____, 2012 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2012.

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4367

**A RESOLUTION APPROPRIATING MATCHING FUNDS FOR ADECA
GRANT ENTITLED *LAND AND WATER CONSERVATION FUND –
LITTLE SHADES CREEK BRIDGE – I***

WHEREAS, the City of Vestavia Hills proposes to have constructed recreational resources at McCallum Park for the health and well-being of the general public; and

WHEREAS, the construction of a bridge to cross Little Shades Creek has been included in the master plan for McCallum Park (formerly Little Shades Creek Park) as part of Phase II development; and

WHEREAS, the construction of the proposed bridge will provide for expanded recreational opportunities by making an additional ten-plus acres accessible to park users; safety through improved emergency access within the park; and maintenance/continued development by enabling equipment to cross the creek; and

WHEREAS, the City of Vestavia Hills has made a successful application to the Alabama Department of Economic and Community Affairs for FY 2011 Land and Water Conservation Fund (LWCF) grant assistance to develop a bridge across Little Shades Creek in McCallum Park; and

WHEREAS, funds requested through this Program for the proposed “Little Shades Creek Bridge – I” project are in the amount of \$50,000, which is the maximum allowed request, and the LWCF program requires that the program sponsor match equally the funds requested; and

WHEREAS, the Vestavia Hills Parks and Recreation Foundation has included the development of McCallum Park in the “Partners in Healthy Living” campaign and has

committed available funds for the cash match to fulfill LWCF program requirements and to provide for the completion of the project;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. That the City of Vestavia Hills holds in reserve \$50,000, which is the required match for LWCF assistance; and
2. That the City of Vestavia Hills understands that it will sign assurances to comply with all applicable Federal and State laws, rules, and regulations.
3. This Resolution Number 4367 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca H. Leavings,
City Clerk



VESTAVIA HILLS PARKS

RECREATION FOUNDATION

President
Joan Ragsdale

August 30, 2011

Rob Grant, Recreation and Conservation Unit Manager
Alabama Department of Economic and Community Affairs
401 Adams Avenue
P.O. Box 5690
Montgomery, Alabama 36103-5690

RE: Little Shades Creek Bridge – LWCF Resolution

Dear Mr. Grant:

Please accept this letter expressing the Vestavia Hills Parks and Recreation Foundation's intention to provide matching funds in support of the application being made by the City of Vestavia Hills for assistance with constructing a bridge across Little Shades Creek in McCallum Park. There are fourteen acres of available park that would be made accessible by this bridge, and it would allow the City of Vestavia Hills to implement long existing plans to extend the trails from Vestavia Hills High School to Rocky Ridge Road. Not only will this trail serve our students in cross-country (who must travel outside of Vestavia Hills to practice), but it will also connect with the Our One Mile regional trails plan that is under development through the Fresh Water Land Trust.

The Vestavia Hills Parks & Recreation Foundation has resources available to match LWCF funds sufficient to complete the bridge. The Foundation has available \$150,000 (or greater) to match the \$50,000 LWCF request being made by the City of Vestavia Hills. The City will also provide in-kind match through the services of the City Engineer. The estimate for the bridge, from flood zone certification and design to full construction, is \$200,000.

Thank you for your consideration of the City's application. If you have any questions in regards to this letter of commitment, please do not hesitate to contact me or Leigh Belcher. Leigh's contact number is 205.527.8788. My office number is 205.970.8804.

Sincerely,

Joan C. Ragsdale

**LAND AND WATER CONSERVATION
FUND PROGRAM
FY 2011 Funding Cycle**

STATE ADMINISTERING AGENCY

**Alabama Department of Economic
and Community Affairs**

Jim Byard, Jr., Director
401 Adams Avenue
Montgomery, Alabama 36104

PROGRAM STAFF

Rob Grant, Recreation & Conservation Unit Manager
Phone: 334-242-5483
Fax: 334-353-3955
E-mail: rob.grant@adeca.alabama.gov

**LAND AND WATER CONSERVATION
FUND PROGRAM**

The Land and Water Conservation Fund (LWCF) Program was created in 1965 "...to assist in preserving, developing and assuring accessibility to all citizens of the United States of America of present and future generations ...such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation..." The LWCF Program provides matching grants to States, and through the States to local governments, for the acquisition and development of public outdoor recreation areas and facilities.

PROGRAM INFORMATION

Amount Available (Est):	\$585,000
Max. Grant Amount:	\$50,000
Federal Matching Percentage	50 Percent
Beginning of Funding Cycle	08/01/2011
Pre-applications Due:	08/31/2011
Completion Date:	TBD
Selection Method:	Competitive

FUNDING CYCLE

All eligible project sponsors will be notified of the timing and application procedures, in writing, at the beginning of the funding cycle. Pre-applications for FY2011 funding will be accepted from August 1, 2011, through August 31, 2011.

ELIGIBLE APPLICANTS

All political subdivisions of the state are eligible to participate in the LWCF program. As such, municipalities, counties, state agencies, and state authorities created by the legislature may apply for LWCF assistance. However, state or local educational institutions are prohibited from participating.

ELIGIBLE ACTIVITIES

LWCF assistance can be used to acquire land and water interests for park purposes, develop new outdoor recreation facilities, and, in certain instances, renovate existing recreational facilities. Virtually all public outdoor recreation activities are eligible for assistance under the program including playgrounds, ball fields (including lights [concrete poles only]), court sports, picnic areas, camping areas, tracks, trails, swimming facilities, etc. In addition, support facilities such as concession stands, comfort stations, park access roads, parking areas, utilities, and site preparation necessary to make a recreation activity area usable may qualify for assistance. The project sponsor must either own or have a perpetual interest in land that is developed with LWCF assistance.

MATCHING SHARES

The LWCF program provides 50% matching assistance to project sponsors. The project sponsor may provide the remaining 50% of the project cost in the form of cash or in-kind/donated services. Grant funds are distributed to project sponsors on a cost-reimbursable basis.

GRANT LIMIT

The maximum grant size is determined by the amount of the state's apportionment. A maximum grant amount of \$50,000 is anticipated during this funding cycle. However, ADECA may award a lesser amount for a part or all of the items contained in the project scope.

PROGRAM CRITERIA

The following program criteria apply to all applicants seeking LWCF assistance:

- a. Existing outdoor recreation facilities must be owned and managed by an eligible project sponsor; be well maintained; and the need for LWCF assistance documented in Alabama's Statewide Comprehensive Outdoor Recreation Plan (SCORP).
- b. The project sponsor must agree to manage and operate its LWCF assisted site for outdoor recreation purposes **in perpetuity**.
- c. The project sponsor must agree to comply with all other laws, rules and regulations associated with the LWCF program.

FUNDING CRITERIA

The following examples represent the type of criteria that are used to assess the relative merits of project applications submitted for LWCF assistance:

- a. For FY2011, up to 30% of Alabama's LWCF Apportionment may be prioritized for applications to repair or reconstruct LWCF facilities damaged or destroyed by the Tornado Outbreak of April 27, 2011.
- b. Relative need for the proposed activity in the project service area.
- c. Project feasibility.
- d. Recreation delivery system.

- e. Operation and maintenance of existing recreation facilities.
- f. Site location and accessibility.
- g. Amount of new acreage being added to the public outdoor recreation trust.
- h. Amount of local match over and above the minimum requirement.
- i. Degree to which local citizen groups are involved in the development of the project.
- j. Degree to which the project furthers the goals outlined in the SCORP.

Please note, applications for elaborate facilities, tournament-only facilities, or professional sports facilities are not eligible.

If you are interested in obtaining more information about the Land and Water Conservation Fund Program or require technical assistance in determining project scope or with the application process, please contact Rob Grant at the number listed above. E-mail communication is preferred.

HANSEN L/A

ACJOS-03571-K

August 1, 2005

Ms. Cindy J. House-Pearson
 Enforcement Section
 Corp of Engineer, Mobile District
 P.O. Box 2288
 Mobile, AL 36628-001

Re: Jurisdictional # ALJO1-02433-K
 ADECA RTP Application (Development)
 Little Shades Creek Park
 Request for letter of concurrence

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL		# of pages >
To: <i>Eric S Hanson</i>	From: <i>CALLS Embined</i>	
Dept./Agency	Phone #	
Fax: <i>205 326-1164</i>	<i>251 690-2660</i>	
NSN 7540-01-317-7968		5099-101 GENERAL SERVICES ADMINISTRATION

Project Description:

The City of Vestavia Hills is committed to the planning, development and long-term maintenance of Little Shades Creek Park. Preliminary site planning has been completed and the city is looking forward to moving the park into the construction phase once funding is secured.

The total site occupies approximately 35 acres with Little Shades Creek bisecting the property. Presently the site is undeveloped. Several acres were disturbed as a result of Jefferson County sanitary sewer work. The park entrance will be from Rocky Ridge Road by Rosemary Lane. The land adjacent to Little Shades Creek will be used as a natural buffer. A stream bank restoration plan has been developed to eliminate invasive plants and restore this area to a native habitat. Vestavia Hills is planning a passive recreation park for 17.5 acres of the site. The Cahaba River/Black Warrior Land Trust is using the other 17.5 acres adjacent to this site as a greenway. Vestavia Hills has developed preliminary site plans for the entire 35 acres that will result in a park that will promote higher environmental standards for park planning in the state.

Project Uses

The following is a breakout of the different components of Vestavia Hills 17.5 acres where the initial phase will begin. The park will be developed in multiple phases. The first phase is complete and the city is looking forward to beginning phase II this year.

Phase I & II

- Passive Recreational Fields 4 acres
- Natural Buffer adjacent to creek 2.5 acres
- Undisturbed Areas 4.5 acres
- ✓ Walking Trails 8,000 L.F. (1.5 acres)
- Picnic Area 1 acre
- Parking (large landscape, islands) 1.4 acres (45 spaces)
- Restrooms
- ✓ Pedestrian Bridge
- Site Furnishings (Benches, Trash Receptacles, etc)
- Native Plant Restoration
- Environmental Educational Demonstration Areas

U. S. Army Corps of Engineers

A Department of the Army permit will not be required for your project as proposed.

CJ House-Pearson 8/15/05
 CHIEF, REGULATORY BRANCH DATE

RESOLUTION NUMBER 4369

A RESOLUTION ENJOINING THE COOPERATION OF THE CITY OF MOUNTAIN BROOK WITH STREET AND DRAINAGE IMPROVEMENTS TO EAST STREET.

WHEREAS, the City of Vestavia Hills and the City of Mountain Brook, Alabama, work closely to promote the health, safety and welfare of both communities; and

WHEREAS, the City of Mountain Brook has a large municipal and recreational complex located at the end of East Street, a Vestavia Hills street; and

WHEREAS, there have been longstanding concerns voiced by citizens of Vestavia Hills regarding the safety in the increased traffic count deriving from the Mountain Brook complexes as well as the calming and the speed of the flow of traffic on East Street; and

WHEREAS, through newly formed mutual partnerships, the leadership of both municipalities have expressed a desire to address these issues and concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and City Council wishes to enjoin the Mayor and City Council of the City of Mountain Brook to allow the staff members of both Mountain Brook and Vestavia Hills to perform curb and drainage improvements on East Street with a later opportunity and resident approval, to also partner together for eventual sidewalk construction along said street; and
2. This Resolution Number 4369 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 5th day of November, 2012.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk