

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 13, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-0 virtual attendees.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 13th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference, no one did). Council President Virginia Smith called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

1. AGENDA

1. Bids for the Montevallo Lane and Mountain Avenue drainage project

Mark Simpson-Schoel Engineering

- 5 bids were received
- The lowest bid was CB&A Construction
- The project had three elements: 1) new storm pipe 2) Stream stabilization 3) Improve the entrance into the culvert

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-076)

2. TAP grant application for two-three segments of sidewalks in the City

Nathan Currie-Sain Associates

- The proposal is to assist the City in preparing an application for a TAP grant for the next fiscal year
- Scope is to look at segments to consider and put together detailed pricing for the project

Sam Gaston-City Manager

- The two segments that are up for consideration are Brookwood Road and Old Leeds Lane

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-073)

3. Proposal to implement traffic calming measures on Halbrog Lane and Arundel Drive

Richard Caudle-Skipper Consultants

- The agreement has a scope of work that consists of:
 - Performing traffic counts and speed studies
 - Consulting with the City Attorney and City Staff regarding the truck route
 - Finalizing designs for speed hump installation and chicanes
 - Consulting with the City on the construction of sidewalks on Arundel Drive and Halbrook Lane
 - Preparing a temporary road closure and detour plan for construction of sidewalks

Virginia Smith-Council President

- These steps are needed before closing the road can be considered
- If the traffic is not brought down to a satisfactory level, then the council will look into closing the road
- The City's police and fire department, as well as the City of Vestavia, are opposed to closing the road

Billy Pritchard-Council President Pro Tempore

- These steps will objectively measure the effects of the speed bumps and chicanes

Gerald Garner-Council Member

- Is in favor of closing the road; however, the remedial steps are needed to ensure things are done correctly

Lloyd Shelton-Council Member

- Understands the council wants to be cautious but would like the road to be closed
- The problem is the volume of vehicles

Richard Caudle

- A traffic count will be done after these measures are in place
- The sidewalk construction allows for the temporary closing
- Is of the opinion the speed humps and chicanes stay in place until if/when the roads are closed

Graham Smith-Council Member

- It is feasible to start with some level of traffic calming measures before closing the road
- The Council wants to help the residents of Halbrook as best they can

Sam Gaston-City Manager

- The City of Vestavia will extend the green light time on the lights on Crosshaven
- They also put up two "No Through Traffic" signs on their side
- They will also budget to build sidewalks from south of the Post Office up to the city limits of Mountain Brook

Virginia Smith

- Item added to the formal agenda (Resolution 2024-074)

4. No Cut Through Traffic ordinance for Halbrook Lane and Arundel Drive

Whit Colvin-City Attorney

- This ordinance backs up the signs and makes the signs enforceable
- This is for traffic that does not originate nor terminate in the area
- This is intended to apply where the City Manager determines a street has become a "cut-through" and needs to be returned to local traffic

Virginia Smith

- Item added to the formal agenda (Ordinance No. 2161)

5. Contract with Alabama Power Company to install security cameras in and around Jemison Park

Jaye Loggins-Police Chief

- Tasked with the idea of putting cameras around Jemison Park
- Coverage will be entrances and exits onto the trail and parking areas
- There is no upfront cost

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-075)

6. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. **ADJOURNMENT**

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:57 pm.

3. **CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on May 13, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council June 10, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 13, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-1 virtual attendee.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:01 p.m. on the 13th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference-1 virtual attendee). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Graham L. Smith
Gerald A. Garner
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

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

1. CONSENT AGENDA

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

Approval of the minutes of the April 22, 2024, regular meeting of the City Council
Approval of the minutes of the May 6, 2024, special meeting of the City Council

2024-070	Accept the proposal submitted by Architectural Graphic & Design Specialties, Inc. for the Wayfinding signage replacement panels within Mountain Brook	Exhibit 1, Appendix 1
2024-071	Execute a contractor agreement with The Pave Team LLC for the Brookwood Forest Elementary School parking lot ramp	Exhibit 2, Appendix 2
2024-072	Authorize the sale or disposal of certain surplus property	Exhibit 3, Appendix 3
2024-073	Authorize Sain Associates to prepare an application for a TAP grant for segments of sidewalk in the City of Mountain Brook	Exhibit 4, Appendix 4

- 2024-074** Accept the professional service agreement with Skipper Consulting Inc. for the traffic calming analysis and design for Halbrook Lane and Arundel Drive Exhibit 5, Appendix 5
- 2024-075** Accept the proposal with Alabama Power for the installation of surveillance cameras in and around Jemison Park Trail Exhibit 6, Appendix 6
- 2024-076** Award the bid (B-20240415-925) to CB & A Construction for the Mountain Lane and Montevallo Lane Area Drainage Improvements project Exhibit 7, Appendix 7

Thereupon, the foregoing minutes and resolutions (Nos. 2024-070 through 2024-076), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Lloyd Shelton. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
 William S. Pritchard III
 Graham L. Smith
 Lloyd C. Shelton
 Gerald A. Garner

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2024-070 through 2024-076) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

2. CONSIDERATION OF ORDINANCE (NO. 2161) AMENDING CHAPTER 50 OF THE CITY CODE (EXHIBIT 8)

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

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Graham L. Smith
 Gerald A. Garner
 Lloyd C. Shelton

Nays: None

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

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council

President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2161) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

4. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is May 27, 2024, 7:00p.m.

5. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of pending litigation and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Virginia Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:04 pm.

6. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on May 13, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council June 10, 2024

EXHIBIT 1

RESOLUTION NO. 2024-070

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the proposal submitted by Architectural Graphic & Design Specialties, Inc., in the form as attached hereto as Exhibit A, with respect the Wayfinding signage-replacement panels within Mountain Brook.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2024-071

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a contractor agreement between the City and The Pave Team LLC., in the form as attached hereto as Exhibit A, with respect to Brookwood Forest Elementary School parking lot ramp.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2024-072

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

APPENDIX 3

EXHIBIT 4
RESOLUTION NO. 2024-073

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes Sain Associates to prepare, for and on behalf of the City Council, and the City Manager an application for a TAP grant for two-three segments of sidewalks in the City of Mountain Brook.

APPENDIX 4

EXHIBIT 5
RESOLUTION NO. 2024-074

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional service agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to traffic calming analysis and design for Halbrook Lane and Arundel Drive.

APPENDIX 5

EXHIBIT 6
RESOLUTION NO. 2024-075

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the proposal submitted by Alabama Power, in the form as attached hereto as Exhibit A, with respect to the installation of surveillance cameras in and around Jemison Park Trail.

APPENDIX 6

EXHIBIT 7
RESOLUTION NO. 2024-076

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid to CB & A Construction for the Mountain Lane and Montevallo Lane Area Drainage Improvements project (B-20240415-925).

APPENDIX 7

EXHIBIT 8
ORDINANCE NO. 2161

WHEREAS, the City of Mountain Brook, Alabama (the "City") operates a network of streets and roads within its jurisdiction; and

WHEREAS, many of those streets and roads are residential in nature and are not appropriate for heavy loads of traffic; and

WHEREAS, for a variety of reasons, some of those residential streets and roads have become "cut through" streets, causing levels of traffic that are unreasonable and excessive, despite the availability of other convenient roads and streets that are designed and suitable for higher traffic levels; and

WHEREAS, the City Council of the City of Mountain Brook (the "City Council") has determined that it is in the interest of those who live along such streets, as well as members of the public that utilize them, that, in certain circumstances and when supported by engineering data, streets may be restricted to local traffic only and through traffic may be prohibited altogether, except as is necessary for fire prevention and suppression, law enforcement or other emergency purposes; and

WHEREAS, the adoption of an ordinance to permit the City Manager to designate streets for local use only and, thus, to prohibit through traffic on those streets will promote the public safety, health and general welfare of the City's residents and those who use the affected streets.

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

Section 1. Chapter 50 of the City Code shall be amended as by adding the following section:

"Sec. 50-22 – Designation of Streets for Local Traffic Only.

(a) The City Manager is authorized to prohibit the use of any street for through traffic, thus restricting said street to local traffic only, after determining on the basis of an engineering and traffic investigation that the use of streets so designated is not reasonable or safe under the conditions found to exist on such streets, which prohibition shall be effective when a sign prohibiting through traffic is erected on such streets giving notice thereof.

(b) For the purposes of this Chapter, "through traffic" shall refer to motor vehicle travel on the designated street that neither originates nor terminates on the designated street. Motor vehicle travel shall be deemed to have terminated on the designated street when such vehicle has ceased travel at a destination point on the designated street.

(c) The operation of emergency, public safety, or public service vehicles under emergency or exigent circumstances shall be exempt from this section."

Section 2. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 3. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 4. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 5. This ordinance shall be effective immediately after adoption and publication as provided by law.

May 7, 2024



Mr. Sam Gaston
City of Mountain Brook
Mountain Brook, AL

Re: Wayfinding Signage – Replacement Panels

Sam:

We look forward to working with you on this project. Following is the pricing for the replacement panels for the wayfinding signage:

Replacement Graphic Panels (see drawings for details)

- Background painted Dark Bronze
- Painted Custom Green and Custom Gold Border
- Reflective Gold and Reflective White Graphics
- Digitally Printed Logo

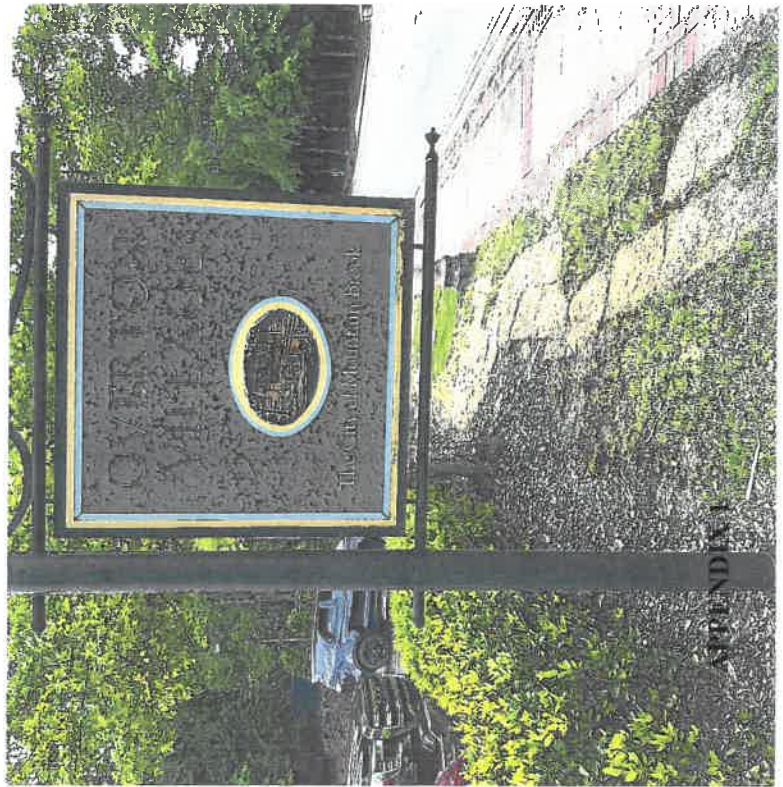
Material Cost for Large Panels – (2) at \$1,045 (each)...	\$2,090.00 + tax
Installation - (2) at \$250 (each)...	\$500.00

Material Cost for Small Panels – (3) at \$800 (each)...	\$2,400.00 + tax
Material Cost for Small Panel (Logo Only) – (1) at \$725 (each)...	\$725.00 + tax
Installation - (4) at \$175 (each)...	\$700.00

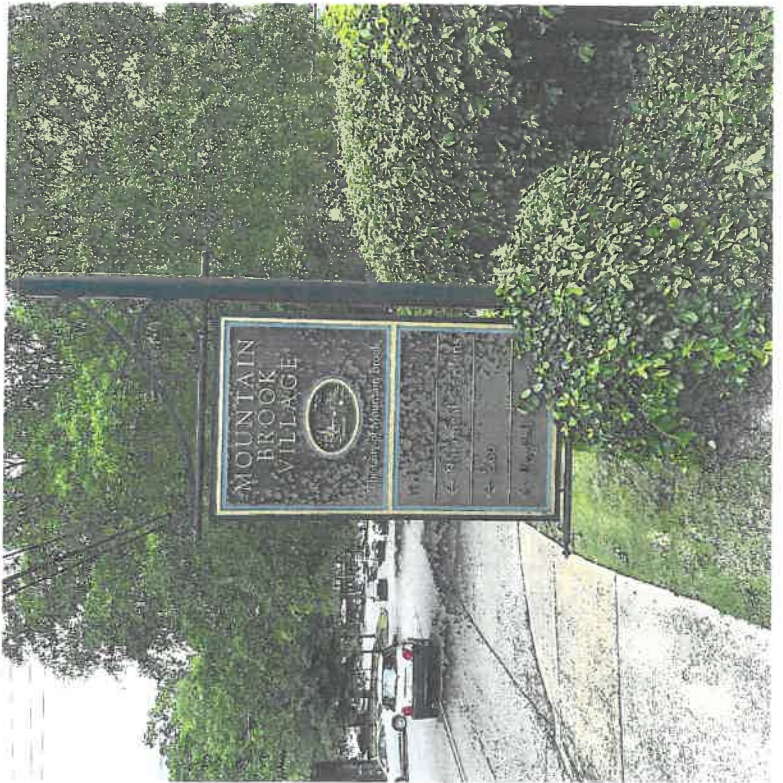
Terms: 50% Down Payment, Balance on Completion

Sincerely,

Carter M. Brown, Vice President
Architectural Graphic & Design Specialties, Inc.



ARCHITECTURAL SIGNAGE • PLANNING • DESIGN • INSTALLATION
4053 Montevillo Road South • Birmingham, Alabama 35213 • Phone: 205-870-4282 • Fax: 205-870-0583 • www.architecturalspecialties.net





APPENDIX 1

Parks and Recreation wants easier access to the field located behind (BWF) facilities. The existing way we access the field for our routine maintenance is blocked off by a concrete curb which requires us to traverse very expensive turf mowers over the curb, and puts them at risk for damage.

The project (BWF) ramp will entail removing a portion of existing curb and the small grass island attached to the sidewalk. Then the contractor will expand the sidewalk from 4ft to 10ft and blend a ramp up from the asphalt grade to the sidewalk grade.

This ramp will accommodate the various equipment needed to maintain (BWF) field.

This project is budgeted for 2024 and has been approved by Tommy Prewitt (BOE) and Principal Pitner.

The Pave Team, LLC, an Alabama limited liability company (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

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

Name of Project: Brookwood Forest Elementary School Parking Lot Ramp

Site of Project: Brookwood Forest Elementary
3701 S Brookwood Road,
Birmingham, Al 35223

2. **Scope of Work.** The Scope of Work is set forth on Exhibit A (which includes the April 16, 2024 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

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

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

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

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Six Thousand, Four Hundred and Fifty Dollars (\$6,450.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized

APPENDIX 2

representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

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

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

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

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

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

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

- (i) **Comprehensive General Liability:** Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
- (ii) **Automobile Liability:** Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;
- (iii) **Workers Compensation/Employer's Liability:** Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

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

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

(c) **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable

attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

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

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

9. **Miscellaneous Provisions.**

a. This Agreement which is comprised of this instrument, the April 16, 2024 Contractor Proposal and the Project Plans (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

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

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

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

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

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

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


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

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

(Signature Page Follows)

APPENDIX 2

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

CITY OF MOUNTAIN BROOK, ALABAMA
By: 
Its: Mayor
Date: 5-13-24

THE PAVE TEAM, LLC
By: _____
Its: _____
Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached April 16, 2024 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Contractor will complete this project by July 30, 2024 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

City Project Representative: Sam Harris 3698 Bethune Drive Birmingham, AL 35223 Email: harriss@mtbrook.org Day Tel #: 205-438-5506	Contractor Project Representative: Landon Ditto 1401 Doug Baker Blvd. Birmingham, AL 35242 Email: landon@thepaveteam.com Day Tel #: 901-337-8828
---	---

4. Special Conditions:

- The Pave Team will install a new access ramp into the field.
- Remove a portion of the existing sidewalk, curb, and gutter
 - Form and finish approximately 10 ft wide concrete ramp meeting ADA compliance
 - Using colored 4000 psi concrete



April 16, 2024

MOUNTAIN BROOK PARKS AND RECREATION
Attn: Shanda Williams

Concrete Ramp/Access Project at Brookwood Forest Elementary School

The PaveTeam is pleased to offer all necessary labor, materials, and equipment to complete the scope of work listed below for the above referenced project:

SCOPE OF WORK TO INCLUDE:

- *demo/remove portion of existing sidewalk & curb/gutter and existing curb island and haul away spoils.
- *form/place/finish new concrete ramp (approx. 10' wide) meeting ADA compliancy and form/place/finish portion of new sidewalk to allow for access from parking lot. (colored concrete to be 4000PSI)
- *ensure that the work area is left in pristine condition upon project completion.

TOTAL PROJECT COST: \$6,450



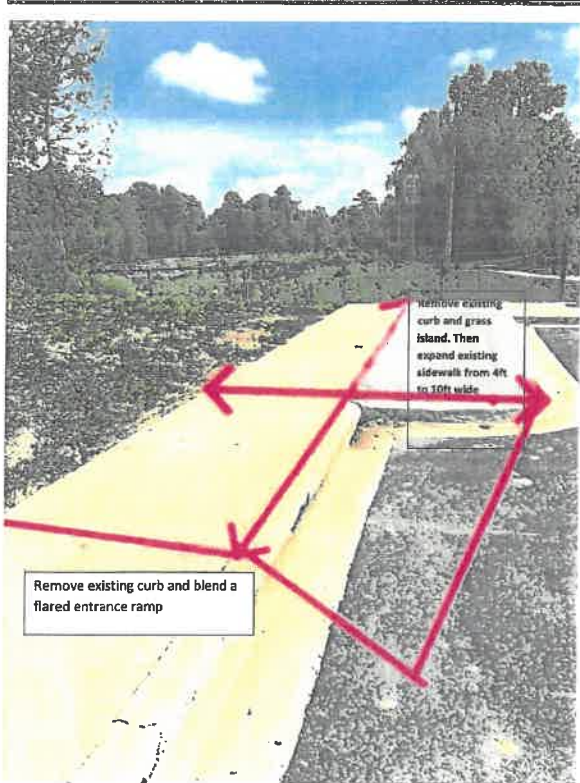
APPENDIX 2

EXCLUSIONS: Private Locate, Utility Relocation/Repair, Towing, Unsuitable Soils, Engineering, Permitting, Landscaping.

Thank you for the opportunity to partner with you on this project. We look forward to working with the Mountain Brook team!

LONDON DITTO
london@thepaveteam.com
901.337.8828

BWF RAMP SKETCH



284
Surplus Vehicles/Equipment May 2024
(Public Works and PD)

MINUTE BOOK 93

2016 F-550 Crew Cab HD Truck

Vin: 1FD0W5GT9GEA84680

Miles: 57341

Public Works Construction Crew truck-has a bad motor. Has been replaced.



2013 White Ford F-150

Vin: 1FTFW1CF3DFB54378

Miles: 193086

Unmarked Police (SRO) vehicle. Has been replaced. Does run and can be driven.



Several back seats from patrol cars that were removed when cages were installed.



2007 1500 Gray/Green Chevrolet Silverado

Vin: 3GCPCREC3HG290626

Miles: 144815

Unmarked Police vehicle-does run and can be driven, but seems to have a transmission issue. Has been replaced.



2012 Brown Chevy Tahoe

Vin: 1GNSKAE06CR284775

Miles: 201365

Unmarked Police vehicle. Runs and can be driven. Has been replaced.



Surplus

Pop Beads – 32



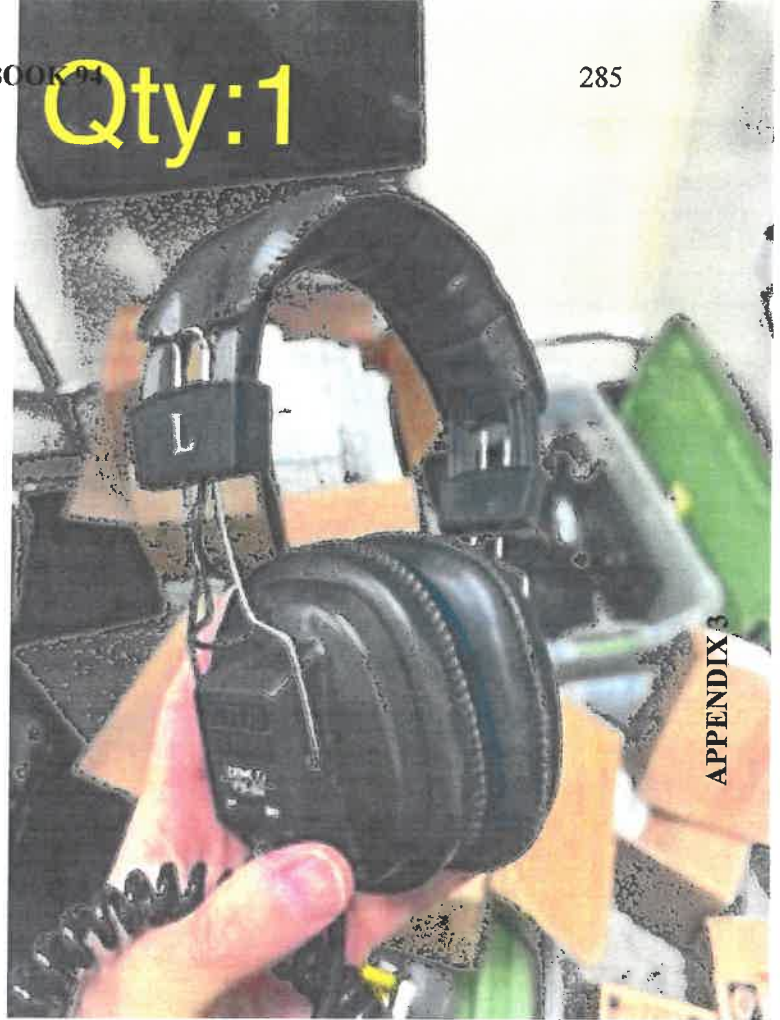
Swingline Paper cutter – 22", 1



Glacier Bay Water Dispenser - 1



Qty: 1

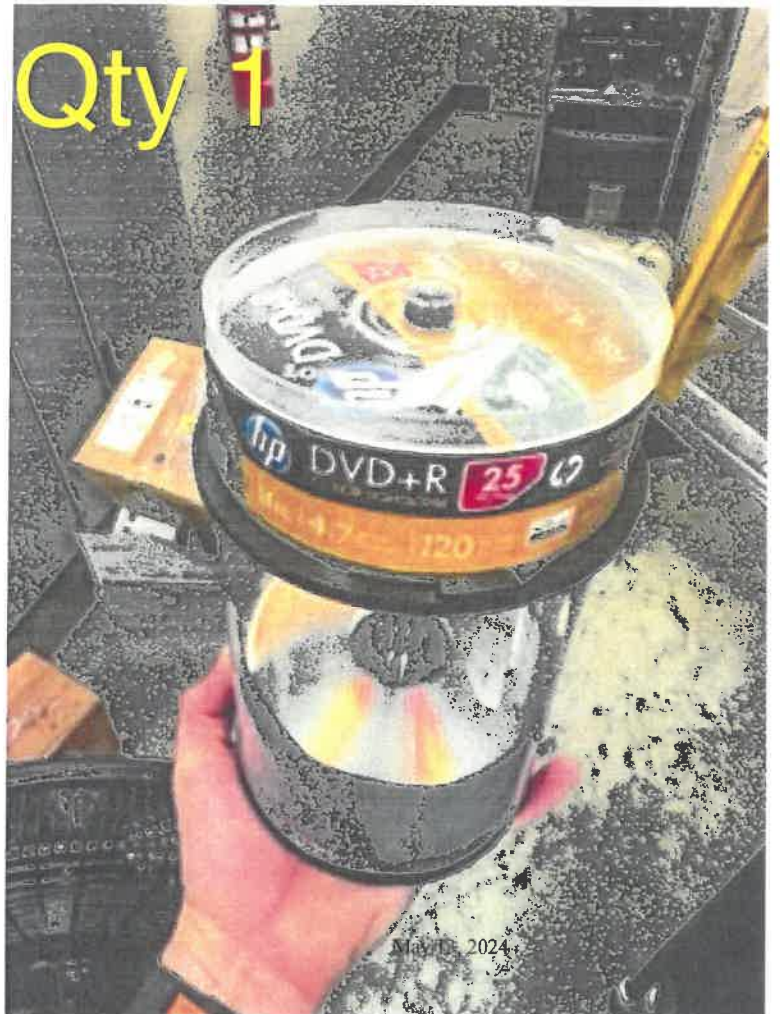


APPENDIX 3

Qty: 1



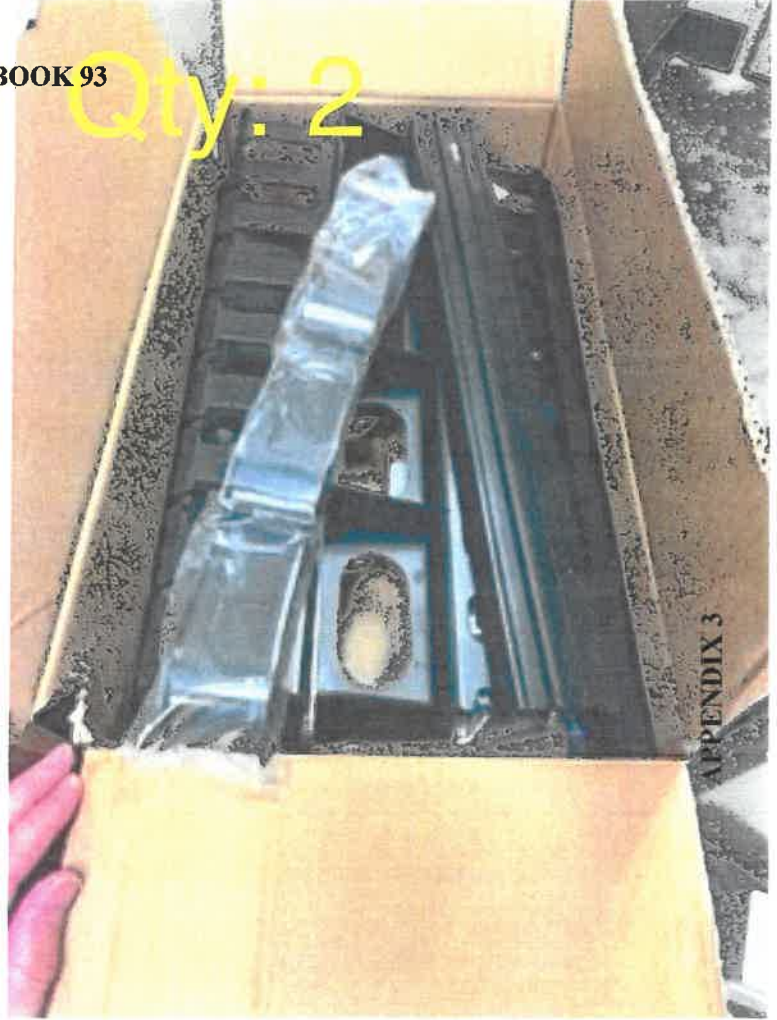
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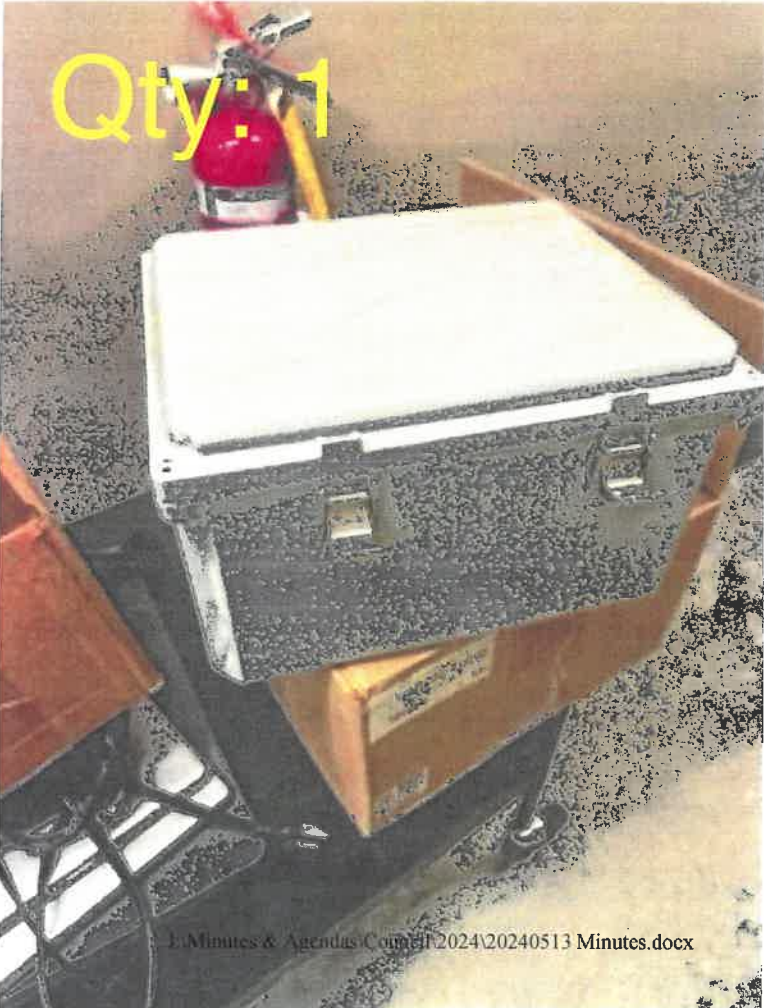
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MINUTE BOOK 93

Qty: 2



Qty: 1



Qty: 3

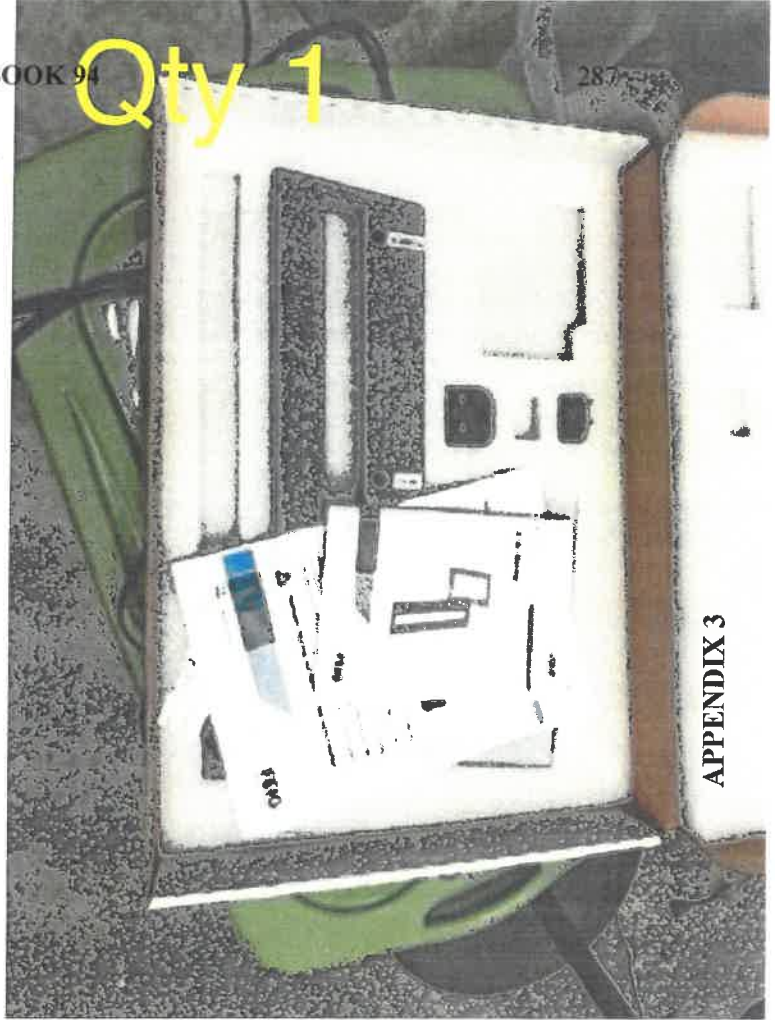


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MINUTE BOOK 94

Qty 1

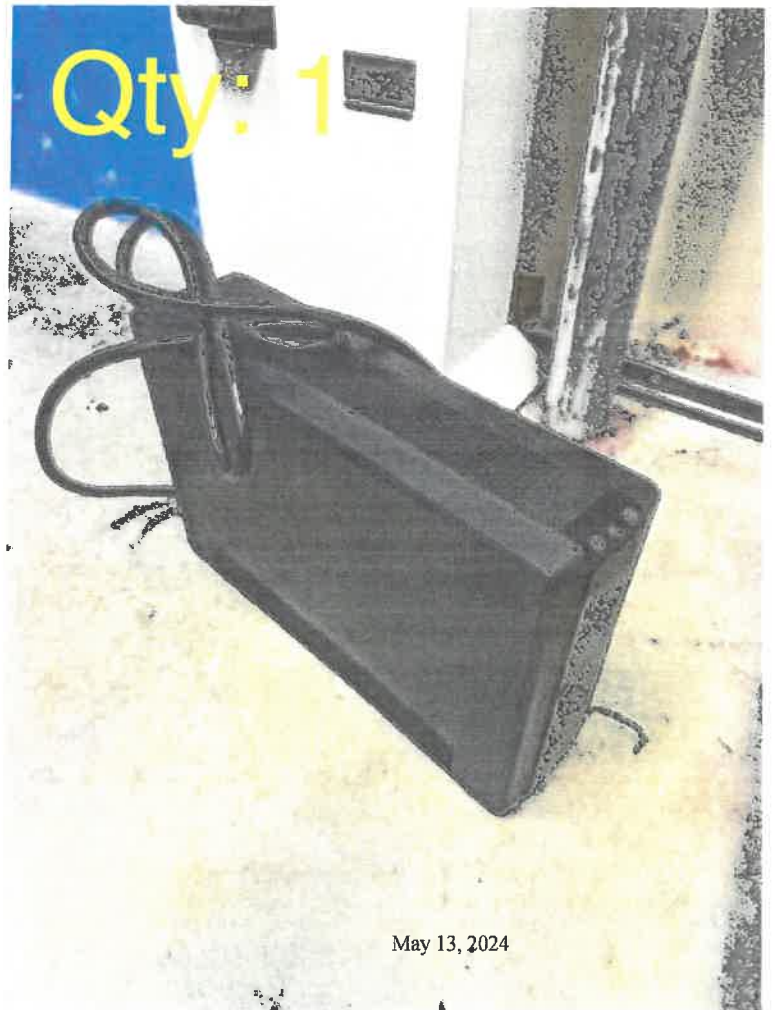
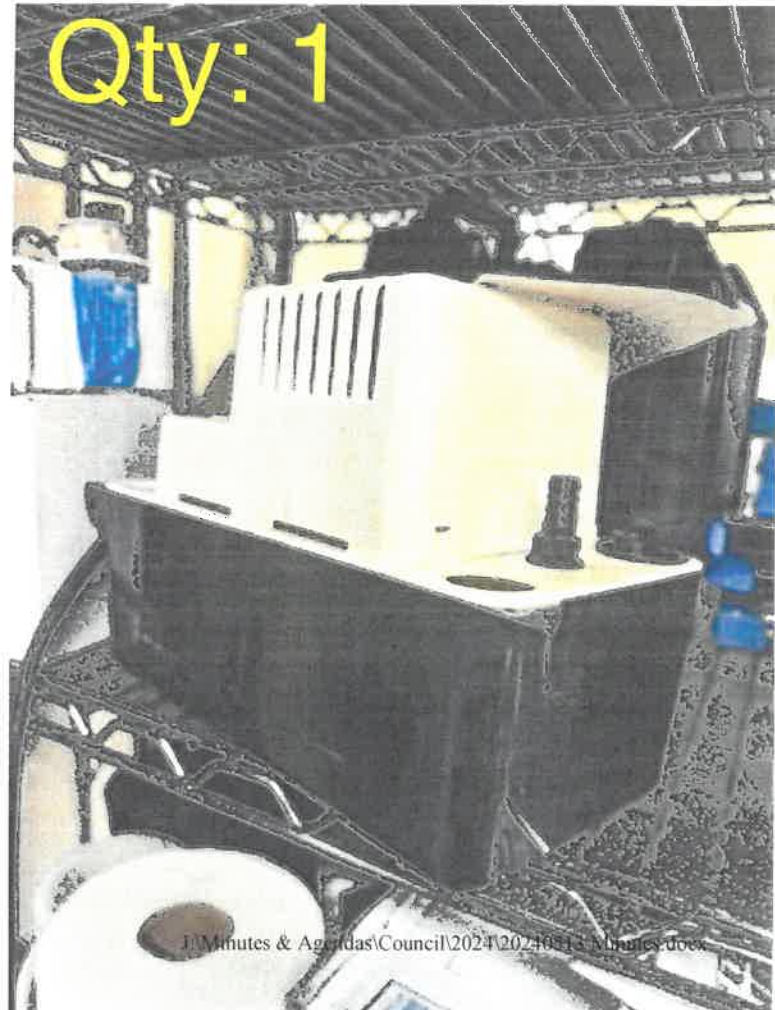
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APPENDIX 3

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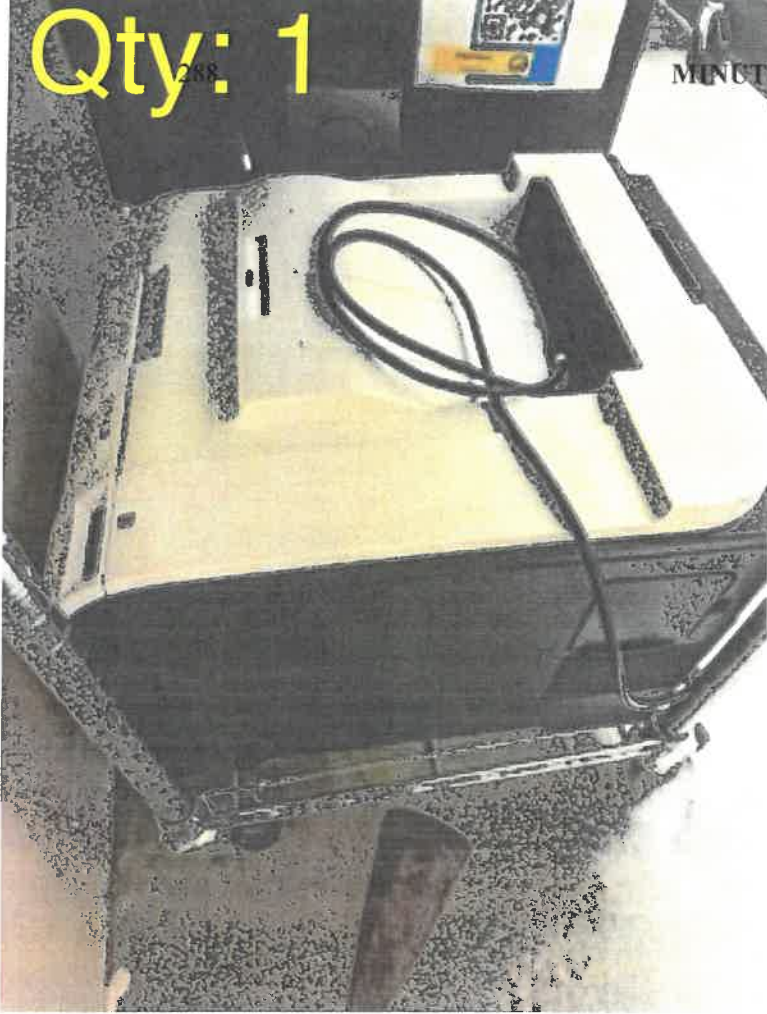
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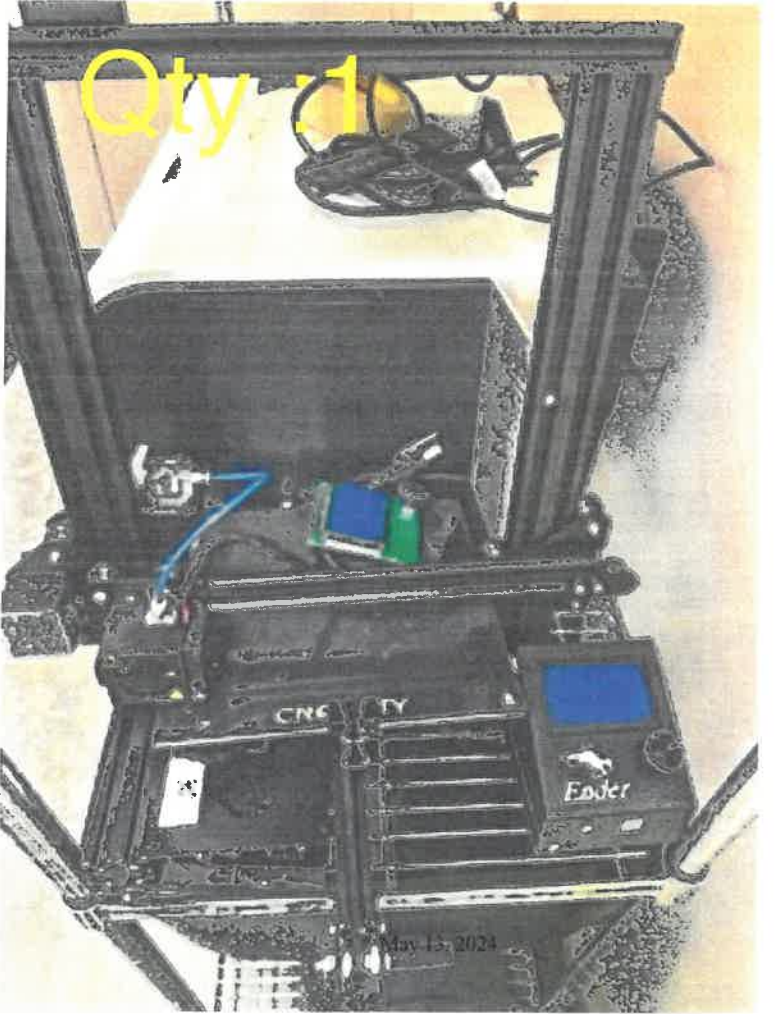
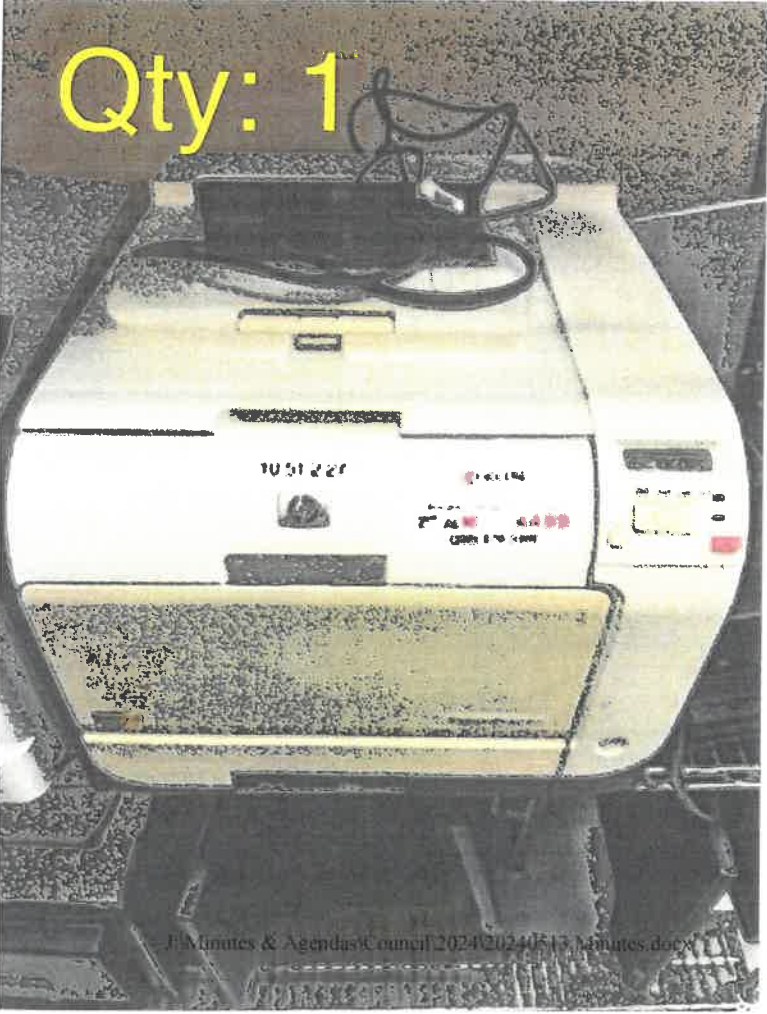
MINUTE BOOK 93

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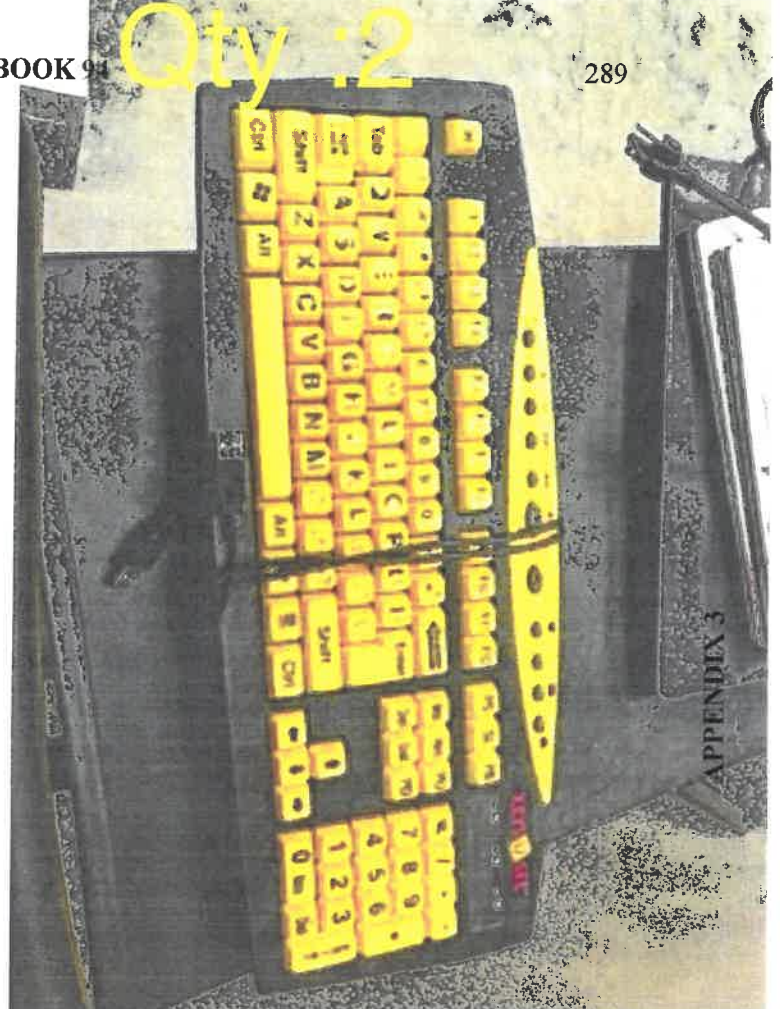
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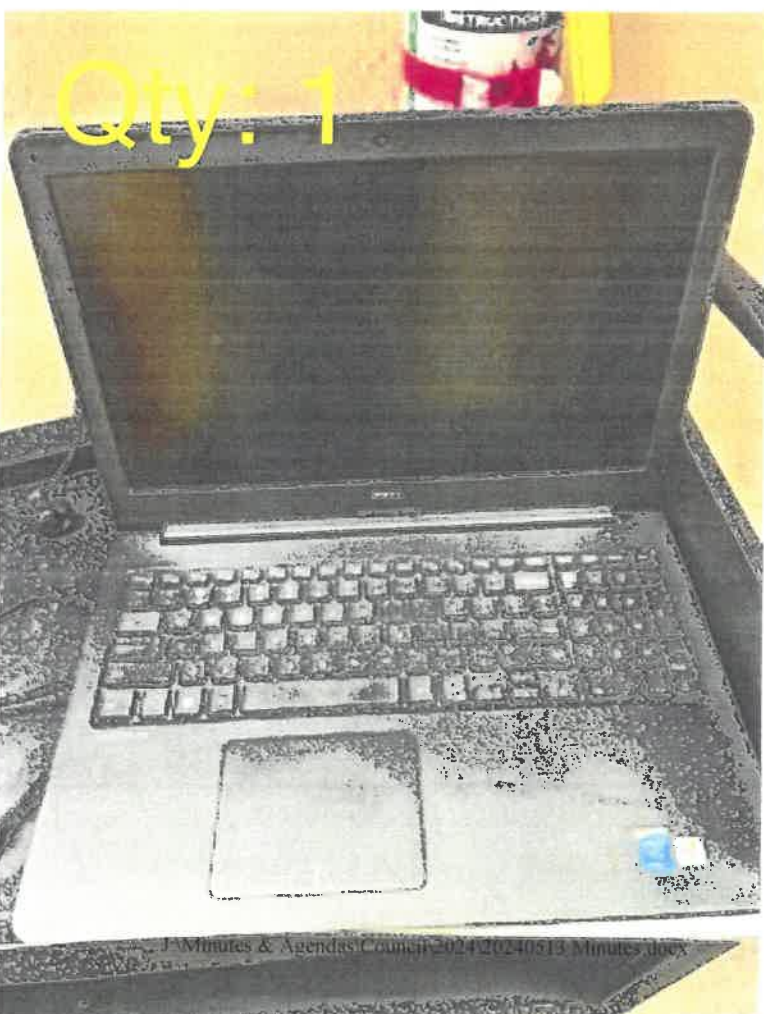
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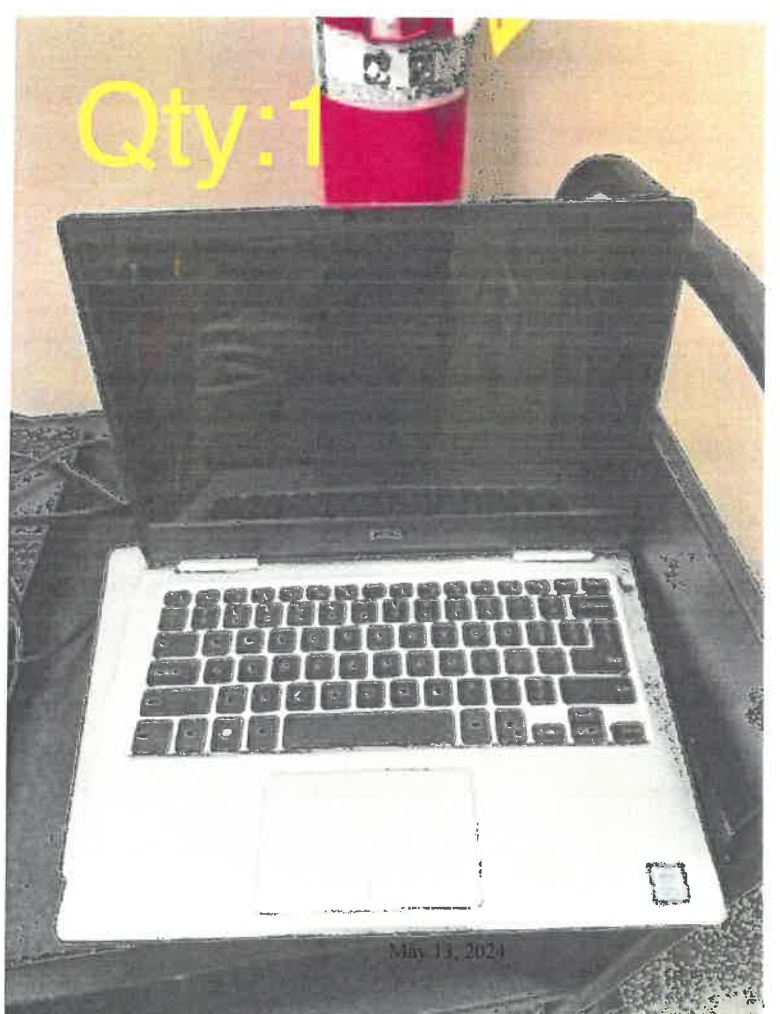
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APPENDIX 3

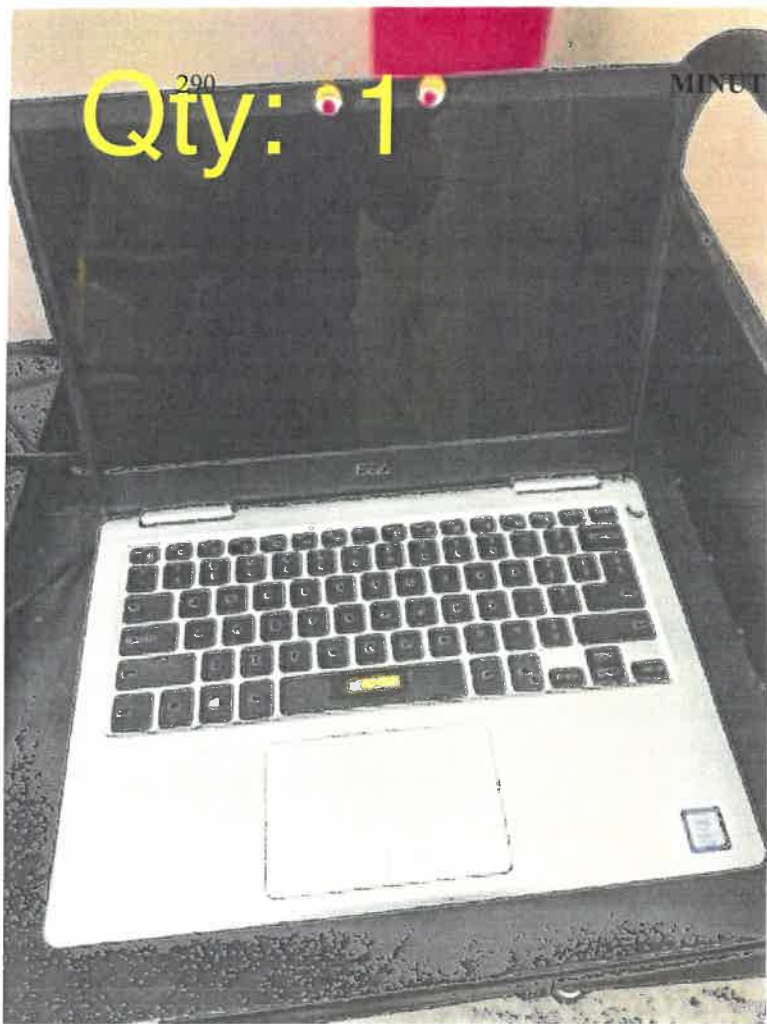


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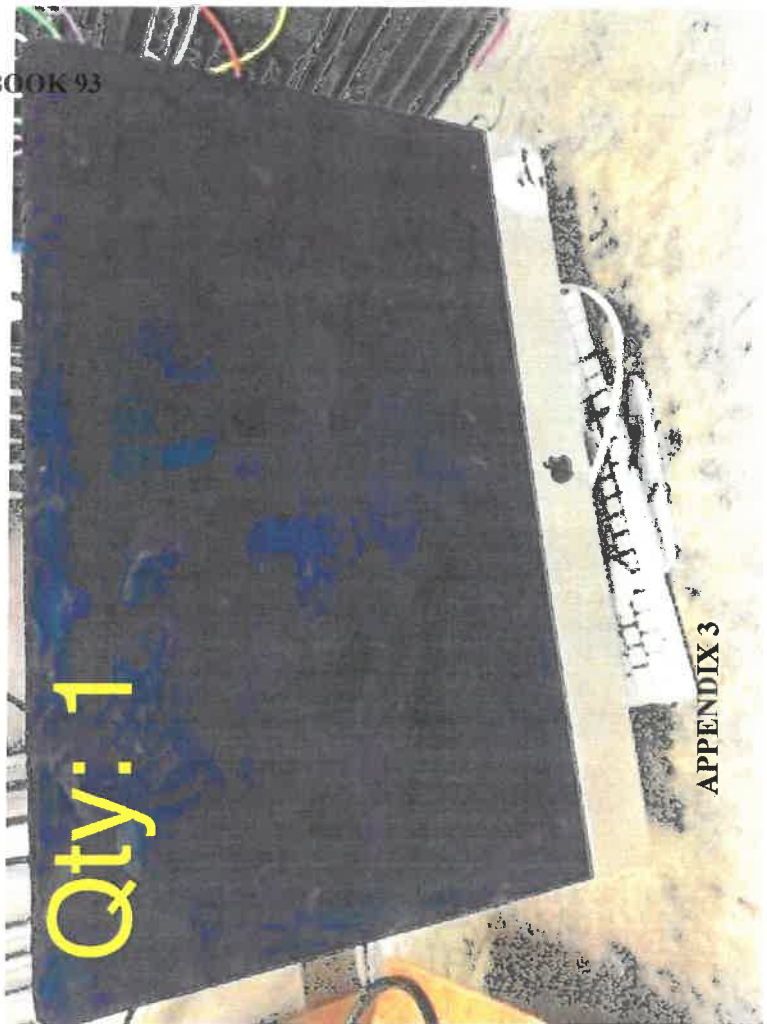


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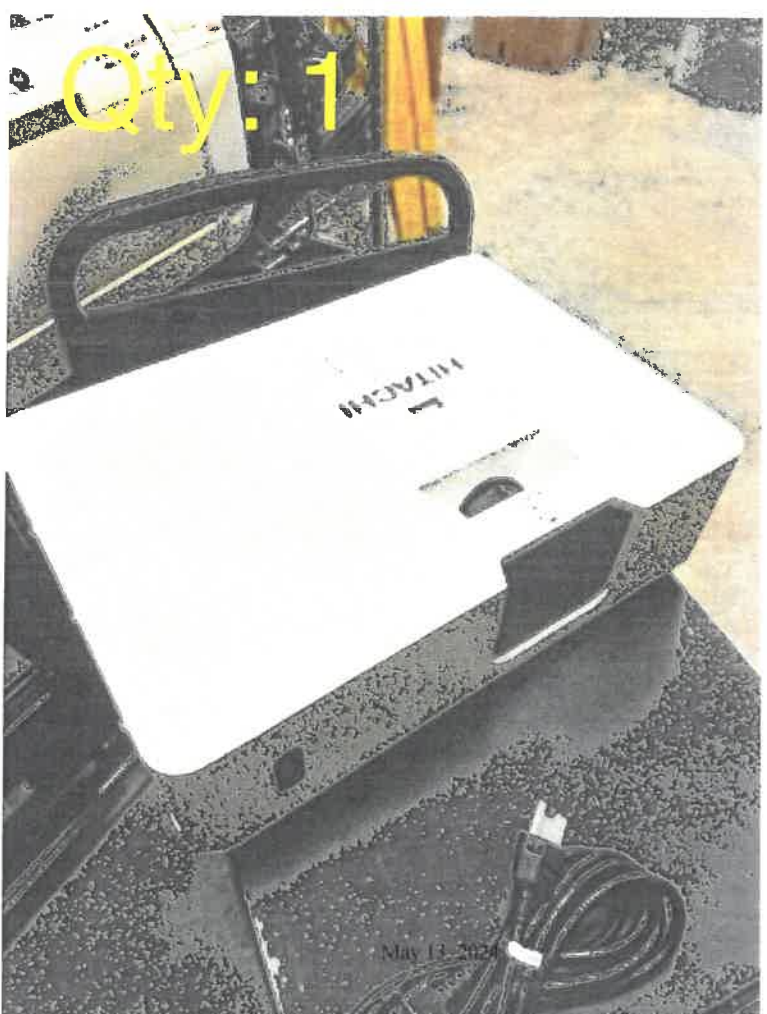


APPENDIX 3

Qty: 1



Qty: 1



Manufacturer	Description	Serial Number
Panasonic	Toughbook (Laptop)	3KTYA37926
Panasonic	FZ-G1 Tablet	3FTYA13703
Panasonic	FZ-G1 Tablet	3FTYA13747
Panasonic	FZ-G1 Tablet	3FTYA14527
Panasonic	Toughbook (Laptop)	3KTYA38066
Panasonic	Toughbook Laptop	3KTYA38002
Panasonic	Toughbook (Laptop)	4ATYA43307
Panasonic	Toughbook Laptop	3KTYA38166
Panasonic	Toughbook (Laptop)	3KTYA37959
Hewlett Packard	Envy Laptop	CND5474NG6
Panasonic	Toughbook (Laptop)	9JTYA83670
Hewlett Packard	ProBook Laptop	CNHU41490D1
Dell Inspiron	Laptop	ST-5MX48F3
HP Compaq	Desktop PC	2UA3121WML
NEC	NP500 Projector	9500557FJ
HP Laptop	Pavillion DV 1000	CNF6150QS7
HP Laptop	G70-463CL	2CE926VB1
HP Laptop	Pavillion DV 9000	CNF72731JH
HP - Keyboards	Slim Model	(Qty. 11)
Dell Latitude E6440	Laptop	3DRH662
HP Pavillion	Desktop PC	MXX81306HH
ACER	Desktop PC	PTS880x040749096A32702
HP Pavillion	Desktop PC	CND635112D
Panasonic CF-52	Toughbook Laptop	9ETYA60139
Fellowes Shredder	P48-C	n/a
HP Pavillion	Desktop PC	CNH7480BQ5
HP Pro One 600	All in one PC	MXL4200OSTK
Nikon D40	Digital Camera	3630220
Wired Keyboards	Qty. 6	n/a
Epson	Scanner M2672	TC6F058088
Polycom	Qty. 6 Desk Phones	n/a
Avaya	Qty. 1 Desk Phone	n/a
Fujitsu	FI-6230 Scanner	12343
TW3	Desktop PC	TW3TFCCCLB725021B
Cisco ASA-5505	Security Appliance	JMX1249244U
Acer	Desktop PC	No Serial Number ?
Hewlett Packard	LaserJet P2035	CNB9G10897
Sonic Wall	Firewall NSA 3500	0017C5B67794
APC	Battery Backup	SC450RM1U
IBM Server	P5 Rack Mount	P39J2729
Lacie	Rack Mount Server	173301970
ACL	Desktop PC	4019
Panasonic	Toughbook Laptop	3KTYA37963
Panasonic	Toughbook Laptop	9CKYA56039
Panasonic	Toughbook Laptop	4ATYA43300



WORK AUTHORIZATION

TO: Sam Gaston
City Manager, City of Mountain Brook
FROM: Nathan Currie, P.E.
Alicia Bailey, P.E.
DATE: 5/8/2024
SUBJECT: FY 2025 TAP Application
PROJECT #: 24-0182



S A MINUTE BOOK ASSOCIATES

Two Parkmore Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

ALDOT FY 2025 TAP Application
Request Authorization
5/8/2024
Page 2



Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
Project Manager/Associate
AL #32400

Alicia Bailey

Alicia Bailey, P.E.
Practice Leader/Sr. Principal
AL #26339

Enclosures: Terms & Conditions, (5ch, 2024)

APPROVED:
CITY OF MOUNTAIN BROOK

By: Stewart Welch III, Mayor
Authorized Representative
Printed Name, Title

5-13-2024
Date

APPENDIX 4

I. SCOPE

Sain Associates will coordinate with the City and prepare an application for request of Transportation Alternative Program (TAP) funding for proposed sidewalk improvements.

Upon selecting the sidewalk segments for inclusion in the application, Sain will visit the project areas and collect photos and data necessary for the application.

Upon review and approval of the application by the City, Sain will submit the application to ALDOT and the Regional Planning Commission of Greater Birmingham for consideration of award.

II. BUDGET

\$8,750 lump sum

III. STATUS

We are available to start work immediately on preparation of the application. Applications are due no later than May 31st, so Sain will provide the completed application for final approval by the Council at the May 28th meeting.

IV. TERMS AND CONDITIONS

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed.

V. PROPOSAL LIMITATIONS

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Engineering Better Partnerships

Engineering Better Partnerships

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Table with 2 columns: Role, Rate. Includes Principal, Engineer/Planner, Senior Engineer, GIS Analyst, Designer, Surveyor, Survey Crew, Administrative Support.

Reimbursable Expenses
Printing, contract courier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

Payment
Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client.

Standard of Care
The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with, and limited to, the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality.

Responsibility of the Client
Client shall provide all criteria and information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others
Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost
Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information.

Approvals
Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control.

Site Visits/Job Site Safety/Construction Phase Services
Consultant and Client acknowledge and agree that the Consultant shall not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase.

Right of Entry
Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses necessary for Consultant to enter the Project location to perform the services contemplated by this Agreement.

Certifications
Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain or verify.

Unforeseen Conditions and Occurrences
If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided

hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include 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 of notification for convenience.

Use of Electronic Media
Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client and are not intended as an end-product.

Limitation of Liability
To the extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the Consultant's insurance coverages.

Consultant's Choice of Arbitration or Litigation
Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties.

Indemnification
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions.

Force Majeure
The Consultant shall not be responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work stoppages or sit-downs, government ordered industry shutdowns, power or sewer outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

Termination of Contract
Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full of amounts due for services, expenses and other related charges.

Ownership of Documents
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services, and Consultant shall retain ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional services for the purpose of constructing, occupying, and maintaining the Project.

Third Parties
Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party other than either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other party shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver
Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unanticipated savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Entire Agreement/Inconsistent Terms/Severability
In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2024

PROFESSIONAL SERVICES AGREEMENT

Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic control device design for traffic calming devices on Halbrook Lane and Arundel Drive in the City of Mountain Brook (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) for a fixed fee in the following amounts:

Traffic Calming Analysis and Design \$ 17,200.00

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades,

APPENDIX 5

EXHIBIT "A"
SCOPE OF WORK

The Consultant shall perform the following scope of work related to the design of traffic calming devices for Halbrook Lane and Arundel Drive in the City of Mountain Brook:

- Perform traffic counts and speed studies for a 24 hour period on a weekday on the following roadways:
 - o Kyle Lane
 - o Orleans Road
 - o Christopher Drive
- Consult with the City Attorney and other City staff to prepare for the preparation of a truck route and truck restriction ordinance for the City
- Finalize the design for:
 - o Speed hump installations on Asbury Road and Halbrook Lane near the Mountain Brook/Vestavia Hills City Limits line
 - o Temporary chicanes on Asbury Road, Arundel Drive, and Halbrook Lane
- After installation of the speed humps and chicanes, perform 24 hour traffic counts and speed studies on the following roadways:
 - o Cromwell Drive
 - o Arundel Drive
 - o Halbrook Lane
 - o Kyle Lane
 - o Orleans Road
 - o Christopher Drive
- Consult with the City on construction of sidewalks on Arundel Drive and Halbrook Lane
- Prepare a temporary roadway closure and detour plan for construction of sidewalks on Arundel Drive and Halbrook Lane
- During the period of the temporary roadway closure, perform 24 hour traffic counts and speed studies on the following roadways:
 - o Cromwell Drive
 - o Arundel Drive
 - o Halbrook Lane
 - o Kyle Lane
 - o Orleans Road
 - o Christopher Drive
- Prepare a report documenting study results and present the results of the report to the City

Insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL CONSULTANT: SKIPPER CONSULTING INC.

By: [Signature] By: Richard L. Caudle

Printed Name: Stewart Welch III Printed Name: Richard L. Caudle, P.E.

Title: Mayor Title: Senior Traffic Engineer

Date: 5-13-2024 Date: May 6, 2024

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. - TRAFFIC ENGINEERING SERVICES (Halbrook Lane and Arundel Drive Traffic Calming Devices)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the/this Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties ("the Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

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

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

2. Dispute Resolution. If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. Attorney's Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

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

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

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

8. Independent Contractor. Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertakings described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

9. Contractor's Insurance Requirements: For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

- 1. Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

APPENDIX 5

property damage with a combined single limit of not less than \$500,000 per occurrence.

2. Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

3. Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

4. Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. Indemnification for Claims by Third Parties. The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnities") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. EXCLUSION OF CONSEQUENTIAL DAMAGES. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK CONTRACTOR: SKIPPER CONSULTING INC.
By: [Signature] By: Richard L. Caudle
Printed Name: Stewart Welch III Printed Name: Richard L. Caudle P.E.
Title: Mayor Title: Senior Traffic Engineer
Date: 5-13-2024 Date: May 6, 2024

May 8, 2024

City of Mountain Brook
Jemison Park Trail
101 Tibbett Street
Mountain Brook, AL 35213

Thank you for allowing Alabama Power Company the opportunity to provide a proposal for a surveillance camera installation for the City of Mountain Brook.

With this surveillance installation, Alabama Power Company will provide the following:

- 23 – Axis P3265-LVE 1080p HD fixed dome cameras and all associated networking equipment
- 1 – Axis P3727-PLC 360 Multisensor camera and all associated networking equipment
- Connection of power from transformers and/or lighting poles
- 1 – Genetec Desktop Server for storage of video
- Customer provided 11 – Verizon SIM Cards with Static IP address for backhaul connection and hardware
- Customer provided network connection at server with Static IP address
- All required license fees and monthly subscription fees for 24 cameras using Genetec's Security Center platform with standard 30-day 1080p storage

Standard Operating Agreement: 60 month agreement, automatically renews month to month after month 60, service price is fixed. Alabama Power retains ownership of the camera system, City of Mountain Brook retains ownership of all data collected. All support and maintenance to operate the surveillance system is included. No prepayment required for installation. Using the Genetec Security Center VMS, all City of Mountain Brook video will be stored on the on-premise server and will be accessible by approved personnel via the local viewing station, or any internet enabled web browser or mobile device. City of Mountain Brook will have full access to all video of their location and at their discretion.

* Estimated Monthly Service Amount = \$2,926.55 with NO upfront costs

There will also be an estimated energy usage of \$306.82 each month in addition to Estimated Monthly Service Amount

If you have any questions at all, please do not hesitate to give me a call or email.

Sincerely,

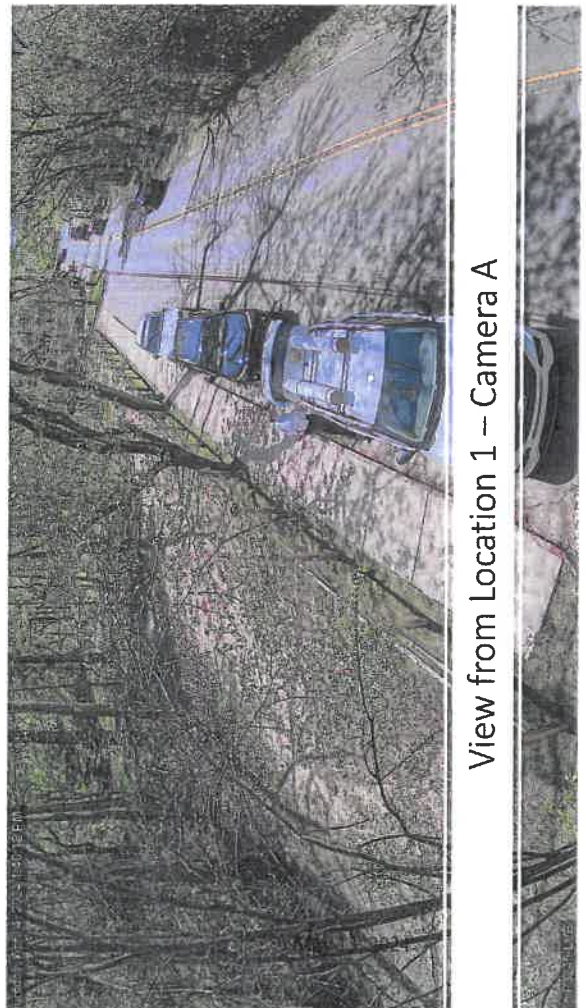
Jonathan Bozeman
205-484-5036

Alabama Power Company
Public Safety Manager

City of Mountain Brook

View Locations and Views

APPENDIX 6





View from Location 1 – Camera B

MINUTE BOOK 93



View from Location 2 – Camera A



View from Location 1 – Camera C



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Copyright 2024



View from Location 2 – Camera B



View from Location 3 – Camera A

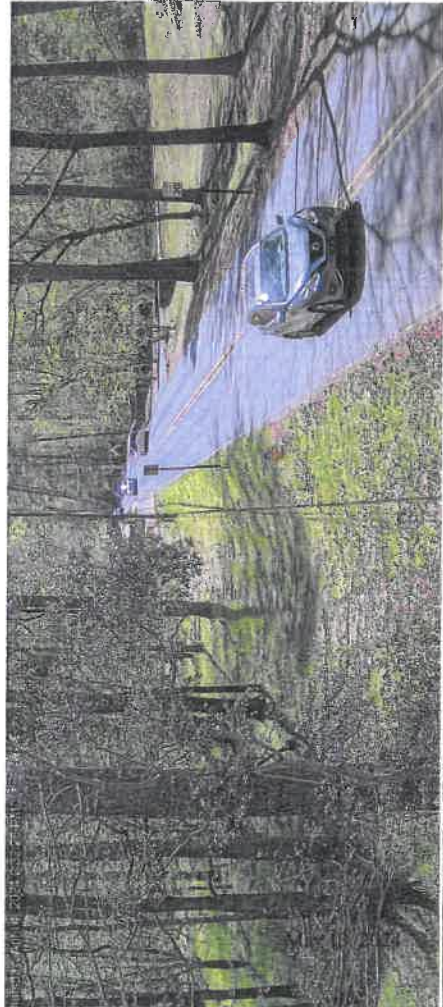


View from Location 2 – Camera C





View from Location 3 – Camera B



View from Location 4 – Camera A



View from Location 3 – Camera C





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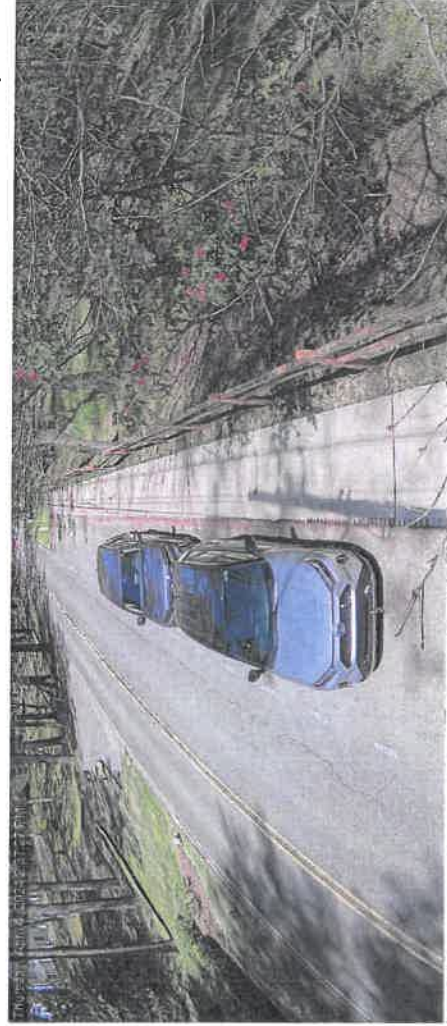
View from Location 4 – Camera B



MINUTE BOOK 94



View from Location 5 – Camera A



View from Location 4 – Camera C



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APPENDIX 6



View from Location 5 – Camera B

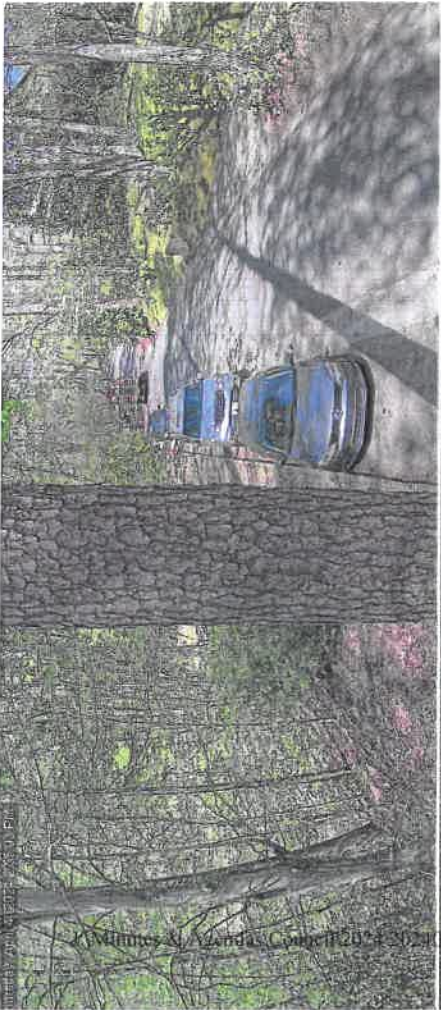


View from Location 6 – Camera A



View from Location 5 – Camera C





View from Location 7 – Camera A



View from Location 6 – Camera B



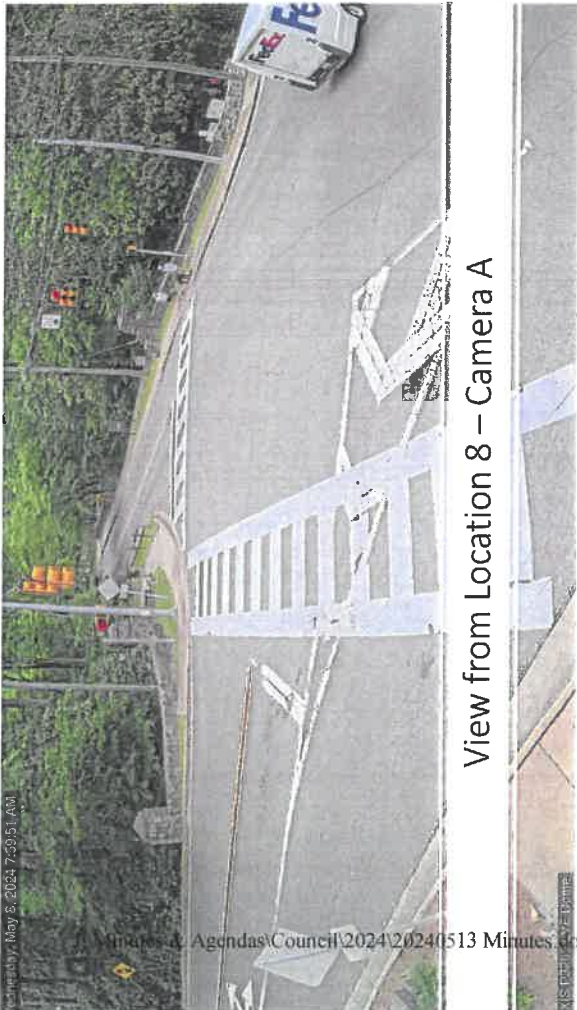
MINUTE BOOK 94



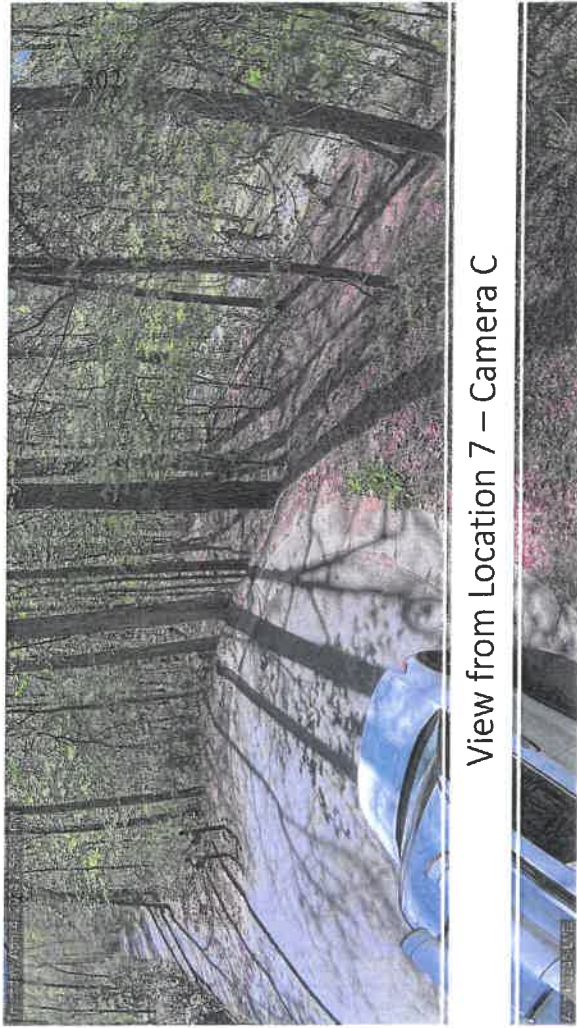
View from Location 7 – Camera B



APPENDIX 6



View from Location 8 – Camera A



View from Location 7 – Camera C

MINUTE BOOK 93



View from Location 8 – Camera B

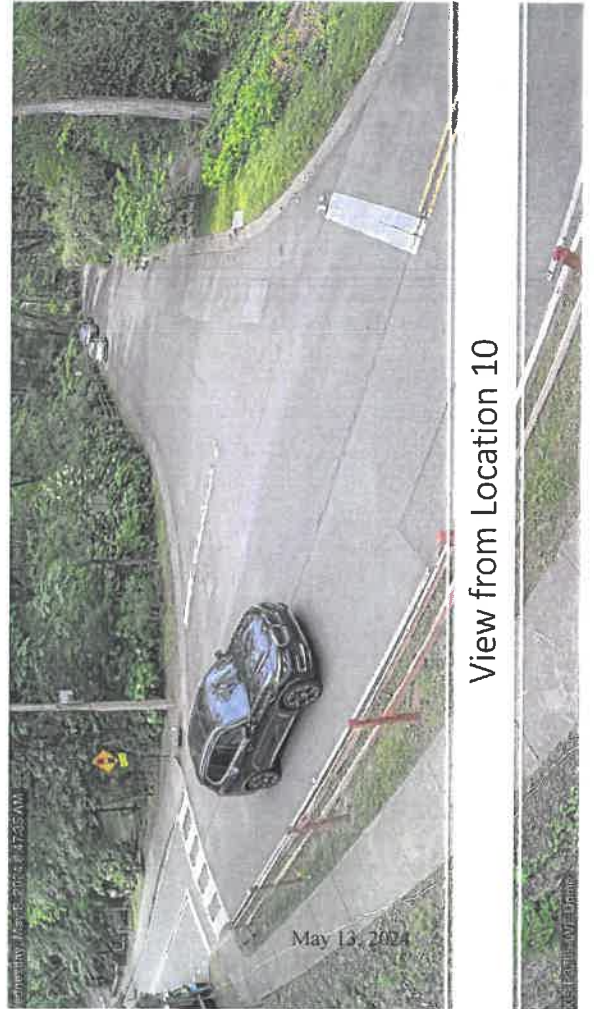


APPENDIX 6

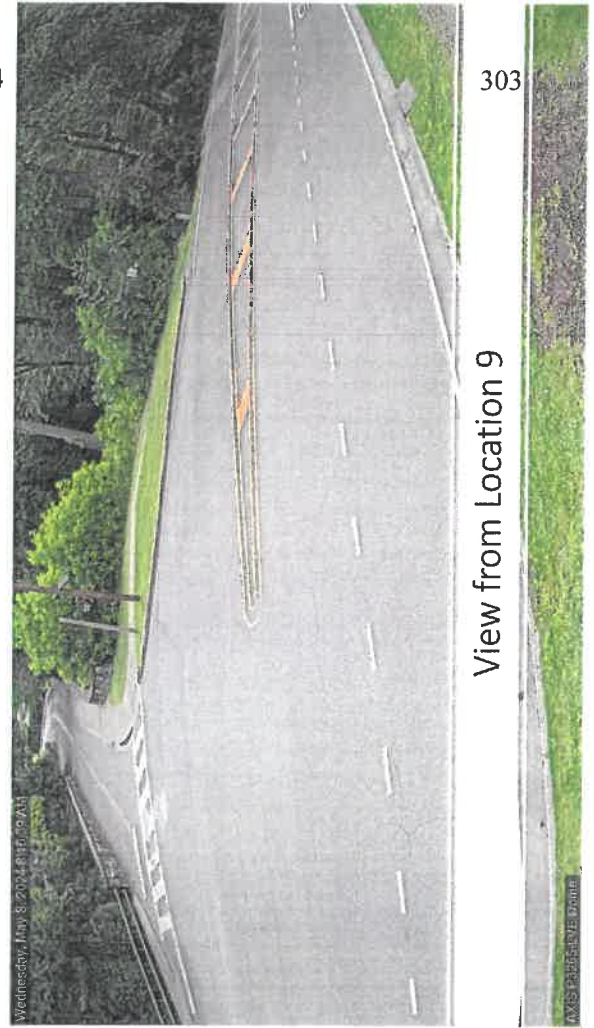


MINUTE BOOK 94

View from Location 10



View from Location 9



MINUTE BOOK 93



View from Location 11



APPENDIX 6

MINUTE BOOK 94

CONSTRUCTION CONTRACT 305

This CONSTRUCTION CONTRACT is entered into this _____ day of _____, 20____ between the

OWNER(s),
 Entity Name(s): **CITY OF MOUNTAIN BROOK, ALABAMA**
 Address(es): **56 Church Street
 Mountain Brook, AL 35213**
 Email(s) & Phone #(s): **City Manager: Sam Gaston – sgaston@mountainbrook.org
 205-802-3803**

and the **CONTRACTOR,**
 Company Name: **CB&A Construction, LLC.**
 Address: **44 Inverness Center Pkwy, Suite 120
 Birmingham, AL 35242**
 Email & Phone #: **sampleto@cba-projectmgt.com / 205-995-6163**

for the **WORK** of the Project (identified as PROJECT):
Mountain Ln and Montevallo Ln Area Drainage Improvements
 The **CONTRACT DOCUMENTS** for the PROJECT are as follows (below list any *Supplementary Conditions, Specifications of the Work, Drawings or other Documents that are incorporated into this CONTRACT*):

1. This CONSTRUCTION CONTRACT
2. The GENERAL CONDITIONS OF THE CONTRACT
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND
5. SUPPLEMENTARY OR TECHNICAL SPECIFICATIONS
6. DRAWINGS & PLANS

and have been amended by the following **ADDENDA** (if applicable):
Addendum 1 Dated April 24, 2024

APPENDIX 7

Bidder	AL GC License No.	License No. on Envelope (Yes/No)	Bid Bond Attached	Total Amount Base Bid
CB&A	53197	Yes	999 yrs	979,009
Benue Utilities	7990	Yes	Yes	995,810
Gillespie	47928	Yes	Yes	1,217,533.
Hooley Asphalt	46580	Yes	Yes	1,321,370.69
JD Morris	22399	Yes	Yes	1,203,810.00

Deduct \$110,000

BID TABULATION
 Other: _____
 Project: **City of Mountain Brook, Alabama
 Mountain Ln & Montevallo Ln Area Drainage Improvements**
 Bid Date: **5/7/2024**
 Bid Time: **10:00 a.m.**
 Bid Location: **City Hall, 56 Church Street, Mountain Brook, AL 35213**

OWNER AND CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay the Contract Sum (subject to any additions or deductions for change orders, Liquidated Damages, or other adjustments as provided in the Contract Documents), and Contractor will accept that amount as full compensation for its performance of the Work.

LIQUIDATED DAMAGES. If Contractor does not substantially complete the Work on the PROJECT by the stated Time, the LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be the dollar amount stipulated in the following space:

Two Hundred Fifty Dollars (\$250) per calendar day.

SPECIAL PROVISIONS

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor hereby certifies that it is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No(s): 53197
 Classification(s): BCU4: Building Construction Under Four Stories, MU-S: Concrete, MU-S: Drainage and Culvert, MU-S: Site Work
 Bid Limit: Unlimited

(Counterpart Signature Page Follows)

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this _____ day of _____, 20____ between the

OWNER(s),

Entity Name(s): CITY OF MOUNTAIN BROOK, ALABAMA
Address(es): 56 Church Street Mountain Brook, AL 35213
Email(s) & Phone #(s): City Manager: Sam Gaston - gastons@citymountainbrook.org 205-802-3803

Firm Name: Schoel Engineering
Contact at Firm: Mr. Mark E. Simpson
Address of Firm: 1001 22nd Street South, Birmingham, AL 35205
Contact's Email & Phone #: mtinsupson@schoel.com, (205) 313-1155

The CONTRACT SUM is Nine Hundred Seventy-Nine Thousand, Nine Dollars (\$ 979,009.00). Unless otherwise indicated, this CONTRACT SUM is the amount of the Contractor's Total Bid for the Work, and, if applicable, the following Bid Alternate Prices:

and the CONTRACTOR,

Company Name: CB&A Construction, LLC.
Address: 44 Inverness Center Pkwy, Suite 120 Birmingham, AL 35242
Email & Phone #: sampleto@cba-projectmgt.com / 205-995-6163

The CONTRACT TIME is 150 calendar days. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner, and Contractor then shall substantially complete the Work within the Contract Time.

PROJECT REPRESENTATIVES. The respective PROJECT REPRESENTATIVES of the parties to this CONSTRUCTION CONTRACT are as follows:

Owner Representative

Name: Sam S. Gaston
Title: City Manager
Email & Phone #: gastons@citymountainbrook.org (205) 802-3800

Contractor Representative:

Name: Tyler Sample
Title: Vice President of Construction
Email & Phone #: sampleto@cba-projectmgt.com / 470-808-1870 - cell

for the WORK of the Project (identified as PROJECT):

Mountain Ln and Montevallo Ln Area Drainage Improvements

The CONTRACT DOCUMENTS for the PROJECT are as follows (below list any Supplementary Conditions, Specifications of the Work, Drawings or other Documents that are incorporated into this CONTRACT):

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2. The GENERAL CONDITIONS OF THE CONTRACT
3. PERFORMANCE BOND
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Addendum 1 Dated April 24, 2024

APPENDIX 7

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License No(s): 53197

Classification(s): BCU4: Building Construction Under Four Stories, MU-S: Concrete, MU-S: Drainage and Culvert, MU-S: Site Work

Bid Limit: U Unlimited

(Counterpart Signature Page Follows)

WHEREAS, the undersigned, duly authorized representatives of the respective parties enter this CONSTRUCTION CONTRACT on behalf of their organization.

OWNER - CITY OF MOUNTAIN BROOK, ALABAMA

By: Sam S. Gaston
Printed Name: SAM S. GASTON
Its: City Manager
Date: 5-16-24

CONTRACTOR

By: Tyler Sample
Printed Name: Tyler Sample
Its: Vice President of Construction
Date: 5/15/2024