

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING AGENDA**

**PRE-COUNCIL ROOM (A-106) CITY HALL  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**NOVEMBER 24, 2014 – 6:15 P.M.**

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1. New name for Cahaba River Park – Virginia Smith. (This item could be added to the formal agenda.)
2. Proposed Request for Proposals (RFP) and Request for Qualifications (RFQ) for Parks/Recreation master plan – Shanda Williams. (This item could be added to the formal agenda.)
3. Cahaba River Park pedestrian crossing signals and traffic improvements – Richard Caudle of Skipper Consultants and Nimrod Long of Nimrod Long and Associates. (This item could be added to the formal agenda.)
4. Traffic study proposal for Hastings Road and Laurel Lane – Richard Caudle of Skipper Associates. (This item could be added to the formal agenda.)



## City of Mountain Brook

56 Church Street  
Mountain Brook, AL 35213  
(205) 802-3800  
[www.mtnbrook.org](http://www.mtnbrook.org)

## Request for Qualifications (RFQ)

Date: November 26, 2014  
To: Open Invitation to Professional Planning Consultants  
From: The City of Mountain Brook Department of Parks & Recreation  
Re: Professional Parks Planning Services for the Mountain Brook Parks Master Plan

### I. GENERAL INFORMATION & SCHEDULE

This Request for Qualifications is part one of a two-part process, and invites responses from qualified, experienced professional parks planning consultants to assist the City of Mountain Brook Department of Parks & Recreation in the creation of a Parks Master Plan for the Mountain Brook Parks System. Questions concerning this RFQ must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at: [www.mtnbrook.org](http://www.mtnbrook.org).

Posted date: Wednesday, November 26, 2014 at 12:00 PM  
Questions due: Friday, December 12, 2014 by 12:00 PM  
Answers posted by: Wednesday, December 17, 2014 by 12:00 PM  
Proposals due: Tuesday, December 30, 2014 by 12:00 PM

Inquiries/submissions to: Shanda Williams, Superintendent  
Department of Parks and Recreation  
3698 Bethune Drive, Mountain Brook, AL 35223  
[williamssh@mtnbrook.org](mailto:williamssh@mtnbrook.org)

## II. PROJECT DESCRIPTION

The purpose of the project is to develop a comprehensive Parks Master Plan for the City of Mountain Brook's parks, recreational needs, waterways, open space, trails, and facilities. Mountain Brook's population is approximately 20,500 residents within a 13 square mile municipal boundary. City-owned parks properties total approximately 73.5 acres, with jointly-managed school properties increasing this total to 105.5 acres. The comprehensive master plan will consider all of the amenities managed by the Park and Recreation Department, including but not limited to:

- 7 parks
- Approximately 39 miles of sidewalks and walking trails
- 32 acres of school property including athletic fields and some tennis courts
- 4 playgrounds
- 2 waterways
- 106 traffic islands and right-of-way areas totaling 5.51 acres

The goal of the project is to develop a community-supported plan that provides guidance for future development and redevelopment of the City's parks, recreational opportunities, waterways, open space, trails and facilities. The Parks Master Plan will guide policy development, prioritize demands and opportunities, and generate a strategic action plan to be updated every five years. It will support expansion opportunities for ground-breaking amenities and be rooted in innovative strategies including all-inclusive public engagement, cross-boundary/collaborative approaches, and shared geo-referenced data collection. In addition, the project will seek to incorporate energy efficiency strategies, environmental remediation opportunities and invasive species control measures.

For the purpose of identifying shared opportunities, the Parks Master Plan will also consider existing amenities, commitments, and needs of Mountain Brook's community organizations, partners and stakeholders. These include, but are not limited to the Mountain Brook Board of Education, Mountain Brook Athletics, Mountain Brook Soccer, and Friends of Jemison Park, among the other user groups that enjoy Mountain Brook's parks and recreation system.

The Parks Master Plan will also need to address joint projects with neighboring municipalities such as The City of Vestavia, City of Homewood, City of Birmingham, and Jefferson County.

The Parks Master Plan will require approval from the Review Committee, the Park Board, and City Council. For information on the City of Mountain Brook's Parks and Recreation Department, please visit: [www.mtnbrook.org](http://www.mtnbrook.org).

Existing supporting documents include:

- 1991 City of Mountain Brook Master Plan
- 2002 City of Mountain Brook Master Plan Supplement
- 2013 Walkway Master Plan
- 2014 Management and Organizational Study of the Parks and Recreation Department
- 2014 Citizen Survey of all City Services
- Parks and Recreation Handbook (currently being updated)

### **III. PROJECT SCOPE, SCHEDULE & COST**

#### **Project Scope**

The selected consultant will provide the City with professional services to realize the successful creation of a vibrant and innovative Parks Master Plan. This includes, but is not limited to, the following elements:

- Develop inventories and assessment of existing amenities\*
- Prepare comprehensive maps
- Analyze forecasted needs & implementation strategies
- Manage public engagement processes
- Perform independent, statistically valid surveys
- Analyze demographic trends
- Define level of service analysis for existing & future facilities
- Analyze programs & services
- Prioritize demands & identify opportunities
- Coordinate all sub-contractors
- Guide policy development
- Develop strategic action plan
- Deliver final plans & supporting materials

*\*Any geographic data collected must be ArcGIS –compatible.*

The project will require significant public involvement to develop, articulate, and visualize future scenarios for the parks master plan, and develop a consensus around priorities and objectives. A wide range of community/participation methods may be utilized in addition to traditional public meetings. These include use of the web, social media, television and radio, participatory workshops and charrettes and road show presentations to local groups.

#### **Schedule**

The City anticipates the selection of the consultant early in 2015 and the completion of all related parks master planning work within one year from the kick-off meeting date, once determined.

### **IV. PROCESS OVERVIEW, SUBMITTAL CONTENTS & REQUIREMENTS**

#### **Process Overview**

This process begins with the receipt of qualification submittals in response to the RFQ outlined herein. Applicants will receive a confirmation email once their submittal is received. Qualifications will be evaluated and invitations will be made to 3-6 of the top-ranked consultants to prepare a full proposal in the form of a Request for Proposals (RFP) followed by participation in an interview process. Consultants not selected in the initial RFQ will be notified via email of the RFP selection outcome. A Review Committee comprised of representation from City staff, the Park Board, City Council, and community leaders will be engaged throughout the duration of the RFQ/RFP evaluation and interview process. Once the RFP/interview process is complete, the City will identify its top choice and enter into a contract agreement.

## Submittal Contents

Qualified consultants must demonstrate a history of successful parks master planning experience that incorporates innovative and sustainable strategies. Proposals will be evaluated based on the expertise of the consultant team and the overall experience of the team with emphasis on parks, recreation, waterways, open space, trail and facilities.

Submittals should be limited to 14 pages (including Attachment A) and contain:

**A. Cover Letter**

**B. Attachment A (provided in this RFQ):** Signed by a representative of the lead consultant team attesting that all terms, conditions and procedures outlined in this RFQ are understood and have been followed.

**C. Project Understanding Statement:** A statement describing the applicant's understanding of the project and the special skills and innovative thinking that the team would bring to the table

**D. Project Approach:** A narrative of the consultant's approach to completing the master plan

**E. Proposed Project Team Members:** A description of the applicant's organizational composition, disciplines, and the primary role of each individual/firm on the team. Organizational charts may be included, if appropriate. Clearly indicate the applicant's designated team leader for the project as well as the specific individuals who will be assigned to the work and their respective expertise in such work.

**F. Specific Project Experience:** Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Include graphic representation. Links to similar or relevant projects are encouraged.

**G. List of References:** Provide a minimum of four client references with which the applicant has provided similar planning/design services within the last five years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.

**H. Preliminary Cost Proposal:** Consider the total cost of services to complete the scope of work as described.

**I. Additional Information:** Provide other information relevant to indicate the applicant's abilities to successfully complete a parks master plan of this nature.

## Requirements

Additional requirements are as follows:

- Proposers are solely responsible for ensuring that proposals arrive on time.
- Each consultant MUST provide their submittal electronically as a PDF.
- Additional detail beyond the contents described above WILL NOT be considered.
- Faxed proposals WILL NOT be accepted.
- Late replies WILL NOT be considered.

## V. EVALUATION CRITERIA & ANTICIPATED SCHEDULE

Evaluation Criteria Submittals will be evaluated by City staff using the following criteria as a measure of the applicant's ability to successfully complete the project scope of work.

Consultants will be scored up to a maximum of 100 points based on the following:

1. **Experience & Qualifications** relevant to key personnel and/or sub-contractors (10 pts)
2. **Project Understanding/Knowledge of Area** depth or relevant technical experience (10 pts)
3. **Demonstration of Innovative Approaches** levels of utilization and solutions (10 pts)
4. **Depth of Skills** related to parks master planning and public engagement (10 pts)
5. **Level of Understanding** of the project, goals, issues, and local need (10 pts)
6. **Level of Experience** with municipalities of similar size, structure and complexity (10 pts)
7. **Demonstration of Public Engagement Experience** effective, productive, innovative (10 pts)
8. **Ability to Meet the Schedule** required to complete the plan and deliverables (10 pts)
9. **Ability to Meet Budget/Value** (10 pts)
10. **Quality, Clarity & Completeness of Submittal Package** (10 pts)

### Anticipated Schedule

The City reserves the right to amend dates. While the timeline may be subject to change, all participating parties will be notified. The anticipated schedule is as follows:

- November 26, 2014 RFQ posted
- December 12, 2014 RFQ questions due (via email)
- December 17, 2014 RFQ questions answers posted (on website)
- December 30, 2014 RFQ closing
- Dec 30, 2014- Jan 12, 2015 RFQ review
- Week of January 12, 2015 Invitation to selected consultants to submit full RFP/RFP issue
- Week of February 9, 2015 RFP closing and review
- Week of February 16, 2015 In-person interviews with finalists
- Week of February 23, 2015 Announcement of project award
- Week of March 9, 2015 Project kick-off

## **VI. TERMS & CONDITIONS**

### **Communications**

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFQ process via email. Responses to all submitted questions will be posted on the City of Mountain Brook website at: [www.mtnbrook.org](http://www.mtnbrook.org). Questions concerning this RFQ must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered. Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

### **General Compliance with Laws**

The Consultant shall comply with all applicable Federal, State and local laws.

### **Other terms**

Costs for preparing the Statement of Qualifications in response to this request are solely the responsibility of the respondent. The City of Mountain Brook reserves the right to accept or reject any or all Statement(s) of Qualifications, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFQ will become the property of the City upon delivery. This solicitation in no way obligates the City of Mountain Brook to award a contract.

**Equal Opportunity:** the selection of consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Mountain Brook is an Equal Opportunity Employer and encourages proposals from all qualified businesses.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and followed all procedures is a part of this RFQ must be included as part of the final submittal (see Attachment A).

# ATTACHMENT A

## Understanding of RFQ Procedure, Terms and Conditions

***This page to be returned with qualifications submission***

I acknowledge that I have read and understand all procedures and requirements of the above reference RFQ and have complied fully with the general terms and conditions outlined in the RFQ.

Consultant Team: \_\_\_\_\_

Representative's Printed Name: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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

The City of Mountain Brook  
2014 Parks Master Plan  
List of Firms

1. Lose and Associates  
220 West Crogan Street Suite 100  
Lawrenceville, GA 30046
2. Kelly Landscape Architects, LLC  
#6 Office Park circle, Suite 311  
Birmingham, AL 35223
3. KPS Group  
2101 first Avenue North  
Birmingham, AL 35203
4. Macknally Land Design  
2405 1<sup>st</sup> Ave South Suite 200  
Birmingham, AL 35233
5. Nimrod Long and Associates  
2213 Morris Ave First Floor  
Birmingham, AL 35203
6. Gresham, Smith, & Partners  
3595 Grandview Parkway Suite 300  
Birmingham, AL 35243
7. Goodwyn, Mills, and Cawood  
2701 1<sup>st</sup> Ave South Suite 100  
Birmingham, AL 35233
8. Farmer & Morgan, LLC  
108 North High Street  
Tuscumbia, AL 35674



## City of Mountain Brook

56 Church Street  
Mountain Brook, AL 35213  
(205) 802-3800  
[www.mtnbrook.org](http://www.mtnbrook.org)

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## Request for Proposals (RFP)

**Date: January 15, 2015 ???**

**To: Invited Professional Planning Consultants**

**From: The City of Mountain Brook Department of Parks & Recreation**

**Re: Professional Parks Planning Services for the Mountain Brook Parks System Master Plan**

### I. GENERAL INFORMATION

This Request for Proposals is part two of an RFQ/RFP process, and invites responses from our top short-listed firms to prepare a detailed Scope of Work and Budget to assist the City of Mountain Brook Department of Parks & Recreation in the creation of a Parks Master Plan for the Mountain Brook Parks System. Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at: [www.mtnbrook.org](http://www.mtnbrook.org)

Issue date:	Thursday, January 15, 2015 at 12:00 PM
Final Questions due:	Monday, January 26, 2015 by 12:00 PM
Final Answers posted by:	Thursday, January 29, 2015 by 12:00 PM
Proposals due:	Tuesday, February 10, 2015 by 12:00 PM

Inquiries/submissions to: Shanda Williams, Superintendent  
Department of Parks and Recreation  
3698 Bethune Drive, Mountain Brook, AL 35223  
[williamssh@mtnbrook.org](mailto:williamssh@mtnbrook.org)

## II. PROCESS OVERVIEW

This process began with the receipt of **ten (10) statements???** of qualification in response to the **November 25, 2014** RFQ. Following review of the submittals, a short-list of the top consulting teams has been identified by the Selection Review Team. With the issue of this RFP, these top teams are invited to submit formal proposals that further detail the scope of work and budget AND participate in the finalist interview process. After reviewing these RFP submittals and interviews with the consultant teams, the Selection Review Team will identify its top choice and enter into negotiations resulting in a final contract agreement.

## III. PROJECT DESCRIPTION

The purpose of the project is to develop a comprehensive Parks Master Plan for the City of Mountain Brook parks, recreational needs, waterways, open space, trails, and facilities. The goal of the project is to develop a community-supported plan that provides guidance for future development and redevelopment of the City's parks, recreational needs, waterways, open space, trails and facilities. The Parks Master Plan will guide policy development, prioritize demands and opportunities, and generate a strategic action plan to be updated every five years. It will support expansion opportunities for ground-breaking amenities and be rooted in innovative strategies including all-inclusive public engagement, cross-boundary/collaborative approaches, and shared geo-referenced data collection. In addition, the project will seek to incorporate energy efficiency strategies, accessibility, environmental remediation opportunities and invasive species control measures. For the purpose of identifying regional shared opportunities, the Parks Master Plan will also consider existing amenities, commitments, and needs of Mountain Brook's neighboring communities, partners and stakeholders.

The Parks Master Plan will require approval from city boards, commissions and City Council. For additional information on the City Mountain Brook's Parks and Recreation Department, please visit: [www.mtnbrook.org](http://www.mtnbrook.org)

## IV. SCOPE OF WORK

Please carefully read the following information that details the City's expectations in relation to the Parks Master Plan scope of work. The selected consultant will provide the City with professional services to realize the successful creation of a vibrant and innovative Parks Master Plan. The consultant will be responsible for coordinating work with all sub-contractors. The list and order of activities outlined below may be amended and finalized with the consultant. The scope of work includes, but is not limited to, the following elements:

### **Activity 1 – Project Kick-off, Existing Conditions Inventory & Analysis**

Information and analysis collected in Activity 1 will be used to inform participants about existing conditions, needs, limitations and opportunities. It is important that the individual results from Activity 1 are well integrated and communicated in the next phases. Please explain how your team will synthesize these results into a common format for presentation and sharing with the public.

## **Activity 2 – Existing Plan & Regional Context Review**

Existing plans and regional initiatives will inform developing concepts and alternatives related to the improvement and sustainability of Mountain Brook parks, recreation and operations. Existing supporting documents include:

- 1991 City of Mountain Brook Master Plan
- 1991 City of Mountain Brook Master Plan Supplement
- 2013 Walkway Master Plan
- 2014 Management and Organizational Study of the Parks and Recreation Department
- 2014 Citizen Survey of all City Services
- Parks and Recreation Handbook (currently being updated)

## **Activity 3 – Public Engagement**

The kick-off to the public and participatory phase of this planning effort will re-evaluate, and re-affirm as appropriate, the community vision for the Mountain Brook Parks System. Particular emphasis should be placed on utilizing a diverse array of outreach methods, expanding the overall number of participants and age range of participants, facilitating participation by under-represented populations (seniors, children, handicap, special needs, etc)

Please explain in detail how your team will organize and integrate the public outreach and engagement process. Note that the City would like to take advantage of the upcoming spring season and outdoor access to support public engagement (March-May). Specific public outreach and engagement guidelines include:

1. The public should engage and guide decisions about actions that affect their lives.
2. Public participation includes the promise that the public's contribution will be considered in the decision-making process.
3. The public participation process:
  - Communicates the interests and considers the needs of all participants;
  - Seeks out and facilitates involvement of those potentially affected by the planning effort;
  - Provides participants with the information they need to participate in a meaningful way;
  - Communicates to participants how their input influenced the decisions.

## **Activity 4 – Development of Supply/Demand & Demographics/Trend Analysis**

Evaluate the nature in which Mountain Brook's existing parks, facilities and recreation programming meet user demands and expectations.

- Analyze demographics & trends
- Analyze parks, programs, services & related finances
- Review the organizational structure for the management of parks & recreation amenities

### **Activity 5 – Development of Vision, Design Guidelines & Implementation Strategy**

From acquired data collection, public engagement, and trend analysis define the community vision and implementation strategy for the future of Mountain Brook Parks & Recreation.

- Prioritize demands and identify parks & recreation opportunities
- Establish level of service guidelines
- Develop policy recommendations
- Provide a strategic action plan

### **Activity 6 – Final Report, Completion of Parks Master Plan**

The final deliverable will be a comprehensive graphic record of the process and a guiding document for the future. Please provide detail on your team's graphic capabilities and a description of how these tools will be integrated into the Parks Master Plan process and final deliverables. In addition, detail how the strategic action plan will provide a template that may be updated every five years.

- Present draft document to **Review Committee, Park Board, and key stakeholders**
- Provide framework for draft review & incorporate revisions
- Deliver final plans & supporting materials
  - Inclusive of innovative GIS, modeling and/or illustration tools
- Guide the integration of the master plan with the Department mission & marketing strategy
- Present the final deliverable to **Review Committee, City Staff, Park Board & City Council**

## V. RFP SUBMITTAL

Responses to this RFP must be not more than 20 pages in length (10 double-sided or 20 single-sided pages) and include the following:

1.) Technical Proposal consisting of:

- a. A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
- b. A scope of work that includes steps to be taken, including any products or deliverables resulting from each task;
- c. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task;
- d. A proposed schedule that indicated project milestones and overall time for completion;
- e. Any other information deemed necessary to address the requests of this RFP.

2.) Cost Proposal consisting of:

- a. A composite schedule by task of direct labor hours;
- b. An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant
- c. **A maximum budget amount of \$30,000 inclusive of all fees and expenses.**(keep this? The Park Board was split on this. It gives a defined expectation, but some felt it might not be enough to get a thorough report and may limit the number of responses.

*Please note: Information regarding Project Understanding, Project Approach, Proposed Project Team Members, Specific Project Experience, and List of References has already been provided to the City as part of the Qualifications package. There is no need to include this information again, unless the team has changed or if you wish to provide additional information.*

Responses to this RFP must be received per the schedule outlined on Page 1 to be considered. Proposals must be submitted in a digital format (PDF), either via email or mailed CD. Applicants will receive a confirmation email once their proposal is received. Please ensure that the document is easily printable in an 8.5x11 format.

Additional requirements are as follows:

- Proposers are solely responsible for ensuring that proposals arrive on time.
- Each consultant **MUST** provide their submittal electronically as a PDF.
- Faxed proposals **WILL NOT** be accepted.
- Late replies **WILL NOT** be considered.

## VI. EVALUATION CRITERIA & SELECTION PROCESS

### Evaluation Criteria

Submittals will be evaluated by a Consultant Review Team using the following criteria as a measure of the applicant's ability to successfully complete the project scope of work. Consultants will be scored up to a maximum of 100 points based on the following:

1. **Quality and Creativity** of the proposed scope of work (25 pts)
2. **Demonstration of Ability** to organize & lead effective, productive public meeting and in-house project meetings, while using innovative participation techniques/tool (25 pts)
3. **Depth of Interdisciplinary Skills** related to parks, recreation and operations analysis, economic feasibility and public engagement (20 pts)
4. **Level of Understanding** of the project goals, and sensitivity to Mountain Brook's distinct character, issues and needs (20 pts)
5. **Value/"Best Bang for the Buck"** of the most experienced people doing the most work for the least cost resulting in the best product (10 pts)

## VII. ANTICIPATED SCHEDULE

Please provide a detailed project schedule, including events, task/phases and completion date, keeping in mind that the City anticipates the completion of all related parks master planning work within one year from the kick-off meeting date.

The City anticipates the final selection of the consultant in March of 2015. The City reserves the right to amend dates. While this timeline may be subject to change, all participating parties will be notified.

- Week of February 10 – Review of RFP submittals
- Wednesday, February 18 – Finalist interviews
  - o Interviews will be conducted in-person
  - o Interview times will be scheduled on a first come, first serve basis. Email [williamssh@mtnbrook.org](mailto:williamssh@mtnbrook.org) to reserve an interview time.
  - o Available timeslots:
    - 8:30-9:30 a.m.
    - 9:45-10:45 a.m.
    - 11:00 a.m. - 12:00 p.m.
    - 1:00-2:00 p.m.
    - 2:15-3:15 p.m.
  - o Location: Mountain Brook City Hall, 56 Church Street, Mtn Brook, AL 35223
- Week of **February 18/23** – Selection of project team/announcement of project award
- **Monday, February 23/March 9**--Council approval (**which Council meeting???**)
- **Week of March 2 or 16** – Project kick-off

## VIII. TERMS & CONDITIONS

### Communications

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email.

Responses to all submitted questions will be posted on the City website at:

[www.mtnbrook.org](http://www.mtnbrook.org) . Questions concerning this RFP must be received via email per the schedule outlined on page 1. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications.

Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

### Other terms

Costs for preparing the Statement of Qualifications in response to this request are solely the responsibility of the respondent. The City of Mountain Brook reserves the right to accept or reject any or all proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final.

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Mountain Brook to award a contract.

*General Compliance with Laws:* the Consultant shall comply with all applicable Federal, State and local laws.

*Equal Opportunity:* the selection of consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Mountain Brook is an Equal Opportunity Employer and encourages proposals from all qualified businesses.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and has followed all procedures is a part of this RFP must be included as part of the final submittal (see Attachment A).

**ATTACHMENT A**

**Understanding of RFP Procedure, Terms and Conditions**

*This page to be returned with qualifications submission*

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant Team: \_\_\_\_\_

Representative's Printed Name: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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

**Sam Gaston**

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**From:** Boozer, Ken  
**Sent:** Friday, November 14, 2014 9:45 AM  
**To:** Nimrod Long  
**Cc:** Richard Caudle; gastons@mtnbrook.org; Joel Eliason; vaughnr@mtnbrook.org; Joel Eliason; Ellis, Stacey  
**Subject:** RE: Cahaba Park

Nim,

The revised plans reflect our discussion and I will update Stacey Ellis on the proposed intersection improvements and park construction plans. However, since extending curb and gutter and constructing sidewalk adjacent to the roadway will impact storm water drainage, the proposed improvements will need to be reviewed at the site. I will let Stacey know what we discussed and what our reasoning was for the design, and ask him to look at it during the site meeting.

As we discussed, the proposed sidewalk extension along Oakdale Drive for the crosswalk across the northern leg of Overton Road will necessitate storm water drainage improvements. These improvements will likely include culvert extensions along Overton Road and Oakdale Drive, a junction box, an inlet, and a headwall. Construction plans and details will be required.

Also, it is my understanding that the City does not plan to provide cross walks and pedestrian signals on River Run Drive or the southern leg of Overton Road at this time. If the additional crosswalk provisions are not to be included in the initial park construction, pedestrian ingress and egress to and from the park should be monitored after the park has opened. If pedestrians are found to be crossing the roadways at uncontrolled locations, immediate consideration should be given to providing additional controlled access facilities.

If I can provide further assistance regarding the completion of the initial project, or the future extension along the river, please let me know.

Thanks,  
Ken

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**From:** Nimrod Long [mailto:nimrod@nimrodlong.com]  
**Sent:** Thursday, November 13, 2014 5:17 PM  
**To:** Boozer, Ken  
**Cc:** Richard Caudle; Sam Gaston (gastons@mtnbrook.org); Joel Eliason; Ronnie Vaughn (vaughnr@mtnbrook.org); Joel Eliason  
**Subject:** FW: Cahaba Park

Ken:

Thank you for meeting with me today and helping me come up with a solution at this challenging intersection. I have revised the curb locations to reflect my understanding of our discussion today. This will allow the drainage on the road between the bridge and the traffic signal to sheet drain off the side of the road as it does now. It will also save the project a little money.

Richard Caudle is proceeding to get a price from a contractor to install the crosswalk signal on Oakdale as shown on the attached drawing. This will allow pedestrians walking down Oakdale to access the park in the safest and most efficient manner. It is consistent with the work approved by the City Council so I'm hopeful this work can

11/17/2014

proceed if the price is within the original budget limits.

Thank you for giving me Stacey Ellis's name. I have tentatively scheduled a meeting with Christopher Brady and him on Monday to look at how the sidewalk on Oakdale can be extended and the best way to properly accommodate the drainage at this corner.

As I mentioned in our meeting, this project has great potential to create a Nature Trail along the Cahaba River that will enhance the quality of life for the citizens of Jefferson County. Your help moving this forward is greatly appreciated. Please review the attached drawing. I will gladly work with you to make sure it is consistent with your we thoughts discussed today.

Sincerely,  
Nim

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**From:** Dave Giddens  
**Sent:** Thursday, November 13, 2014 4:41 PM  
**To:** Nimrod Long  
**Subject:** Cahaba Park

See attachment.

Dave Giddens  
Principal, LEED AP  
Nimrod Long and Associates, Inc.  
2213 Morris Avenue  
Birmingham, AL 35203  
[\(205\) 323-6072](tel:(205)323-6072)  
[www.nimrodlong.com](http://www.nimrodlong.com)  
[\(205\) 324-6128](tel:(205)324-6128) Fax  
[\(205\) 515-7299](tel:(205)515-7299) Cell



## Sam Gaston

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**From:** Nimrod Long  
**Sent:** Thursday, November 13, 2014 3:51 PM  
**To:** Sam Gaston (gastons@mtnbrook.org)  
**Cc:** Richard Caudle; Joel Eliason; Ronnie Vaughn (vaughnr@mtnbrook.org)  
**Subject:** Cahaba Park

Sam:

I had a good meeting with Ken Boozer this morning. I presented him with the big picture vision of how this park has the potential to be the beginning of a two mile nature trail along the Cahaba River. I explained how Vestavia had done a feasibility study and that Mountain Brook and Vestavia were trying to coordinate their efforts. I also explained how the Mountain Brook Council had already increased their budget several times on this project and they were reluctant to increase the budget again.

Ken agreed to accept installing a single crosswalk at the city's desired location between Oakdale and the walk that goes under the bridge.. He also agreed to let us put in all the curbs along the park and on both sides of the road at the bridge.

He is concerned about the drainage at the corner of Oakdale Drive. He recommended I meet with Stacy Ellis from the County to review this area. I will also ask Christopher Brady to meet with us to coordinate this area with Vestavia.

Ken was very helpful in coming to a solution which makes the intersection work best for both pedestrians and vehicles. I told him I would go back to the city and see if they are ready to proceed.

Nim

**Sam Gaston**

---

**From:** Nimrod Long  
**Sent:** Thursday, November 13, 2014 5:17 PM  
**To:** boozerk@jccal.org  
**Cc:** Richard Caudle; Sam Gaston (gastons@mtnbrook.org); Joel Eliason; Ronnie Vaughn (vaughnr@mtnbrook.org); Joel Eliason  
**Subject:** FW: Cahaba Park  
**Attachments:** 101714 Cahaba River Park PLAN FOR FLUMES-L-2 Key Plan.pdf

Ken:

Thank you for meeting with me today and helping me come up with a solution at this challenging intersection. I have revised the curb locations to reflect my understanding of our discussion today. This will allow the drainage on the road between the bridge and the traffic signal to sheet drain off the side of the road as it does now. It will also save the project a little money.

Richard Caudle is proceeding to get a price from a contractor to install the crosswalk signal on Oakdale as shown on the attached drawing. This will allow pedestrians walking down Oakdale to access the park in the safest and most efficient manner. It is consistent with the work approved by the City Council so I'm hopeful this work can proceed if the price is within the original budget limits.

Thank you for giving me Stacey Ellis's name. I have tentatively scheduled a meeting with Christopher Brady and him on Monday to look at how the sidewalk on Oakdale can be extended and the best way to properly accommodate the drainage at this corner.

As I mentioned in our meeting, this project has great potential to create a Nature Trail along the Cahaba River that will enhance the quality of life for the citizens of Jefferson County. Your help moving this forward is greatly appreciated. Please review the attached drawing. I will gladly work with you to make sure it is consistent with your we thoughts discussed today.

Sincerely,  
Nim

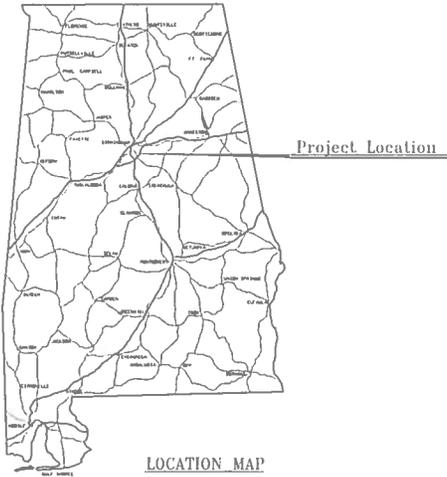
---

**From:** Dave Giddens  
**Sent:** Thursday, November 13, 2014 4:41 PM  
**To:** Nimrod Long  
**Subject:** Cahaba Park

See attachment.

Dave Giddens  
Principal, LEED AP  
Nimrod Long and Associates, Inc.  
2213 Morris Avenue  
Birmingham, AL 35203  
[\(205\) 323-6072](tel:(205)323-6072)  
[www.nimrodlong.com](http://www.nimrodlong.com)  
[\(205\) 324-6128](tel:(205)324-6128) Fax  
[\(205\) 515-7299](tel:(205)515-7299) Cell

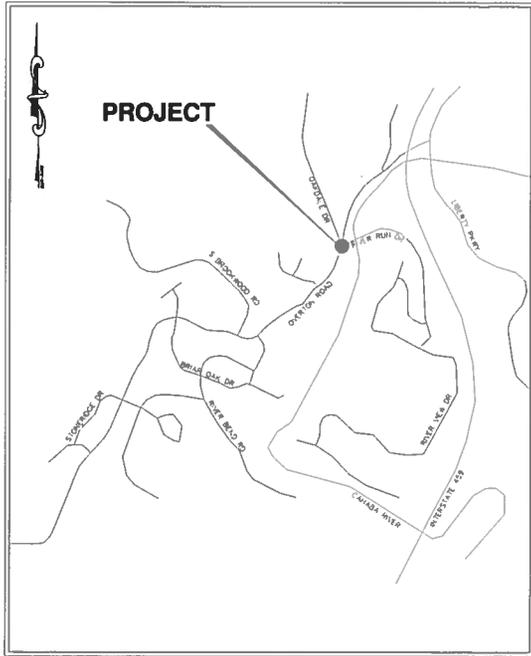
11/17/2014



# TRAFFIC SIGNAL MODIFICATION PLANS

*OVERTON ROAD AT OAKDALE DRIVE/  
RIVER RUN DRIVE  
MOUNTAIN BROOK, ALABAMA*

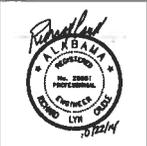
PLANS PREPARED FOR:  
*CITY OF MOUNTAIN BROOK*



PROJECT LOCATION MAP  
N.T.S.

## SHEET INDEX

<u>NO.</u>	<u>DESCRIPTION</u>
1	TITLE SHEET
2	TRAFFIC SIGNAL NOTES
3	TRAFFIC SIGNAL DESIGN
4	TRAFFIC SIGNAL DETAILS
5	TRAFFIC CONTROL PLAN

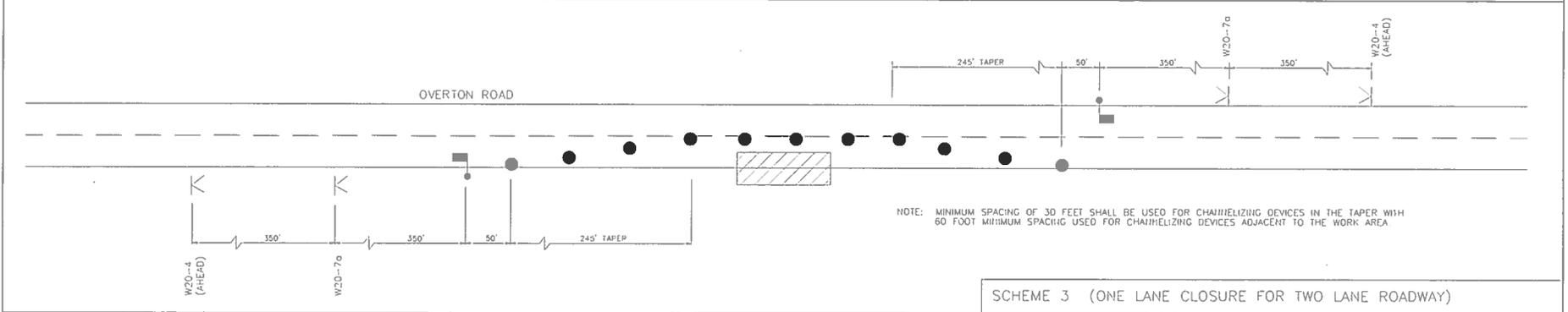
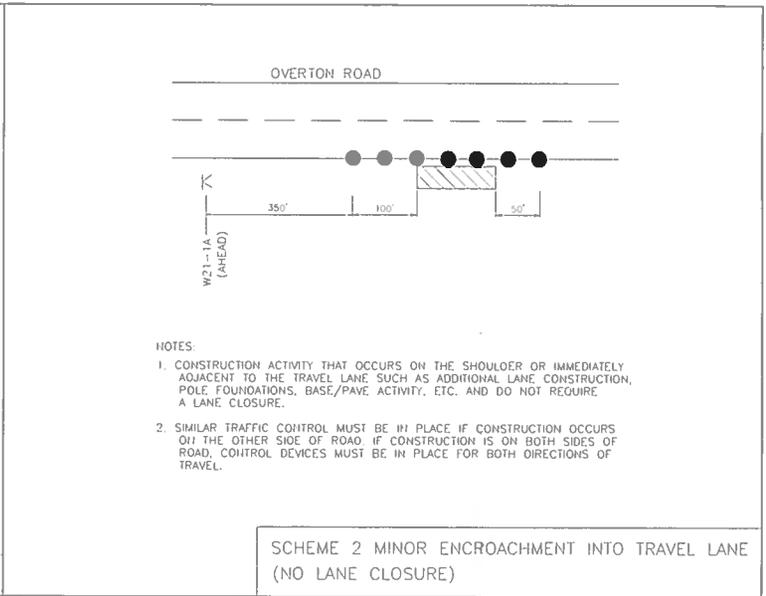
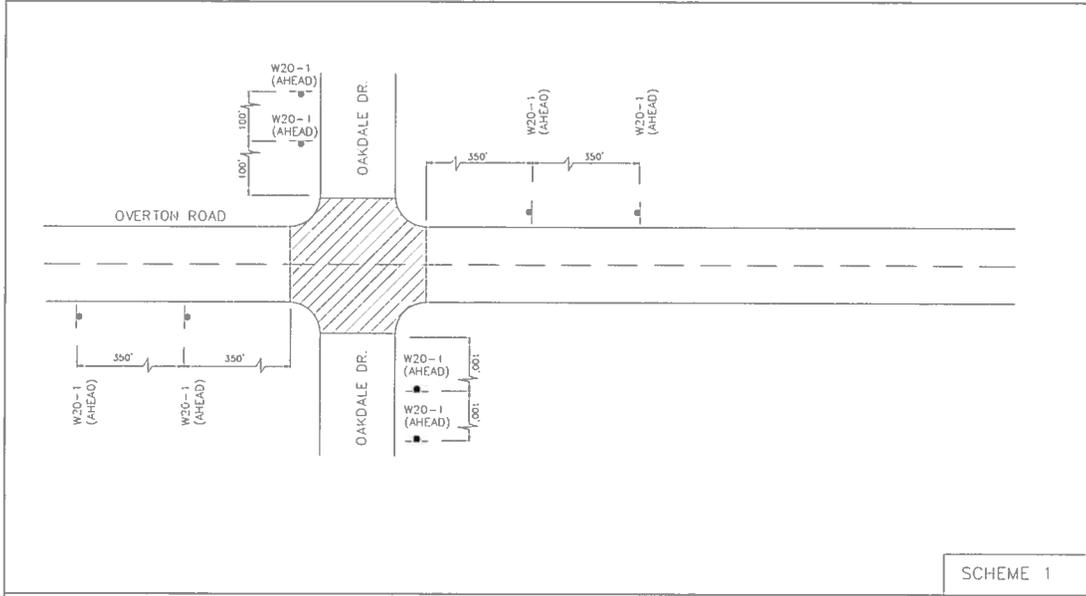


<p><b>SKIPPER Consulting, Inc.</b>          Transportation Engineering and Planning Consultants          3644 Vann Road, Suite 100          Birmingham, AL 35235          Telephone: (205) 655-8835 Fax: (205) 655-8825</p>	Date: October 22, 2014
	Sheet No. <b>1</b>









**TRAFFIC CONTROL NOTES:**

1. WORK AREAS COVERED BY TRAFFIC CONTROL SCHEME #2 ARE MORE THAN TWO FEET FROM THE TRAVEL WAY BUT LESS THAN 15 FEET. (FOUNDATIONS FOR POLES, CONTROLLER FOUNDATIONS, CABINET WIRING, ETC.)
2. ALL TRAFFIC CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, LATEST EDITION).
3. THE TRAFFIC CONTROL SCHEMES SHOWN HAVE BEEN DEVELOPED IN CONFORMANCE WITH THE MUTCD. THE DEVICES SHOWN REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IF THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL CONTROL DEVICES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL SAME AS OUTLINED IN THE MUTCD.
4. ALL TRAFFIC CONTROL DEVICES REQUIRED FOR WORK WITHIN THE ROADWAY SHALL BE IN PLACE PRIOR TO THE CONTRACTOR BEGINNING WORK.
5. ALL PORTABLE SIGNS SHALL BE REMOVED WHEN NOT IN USE OR AT THE END OF THE WORK DAY.
6. ALL TRAFFIC CONTROL DEVICES SHOWN IN SCHEME #1 SHALL REMAIN IN PLACE DURING ALL CONSTRUCTION ACTIVITIES.
7. IN THOSE WORK AREAS IMMEDIATELY ADJACENT TO A TRAVEL LANE WHERE CONSTRUCTION ACTIVITIES LAST MORE THAN ONE DAY AND A DROP EXIST AT THE PAVEMENT EDGE, CHANNELIZING DRUMS WITH TYPE A LOW INTENSITY FLASHING WARNING LIGHTS SHALL BE PLACED AT 50 FEET CENTERS.

**LEGEND:**

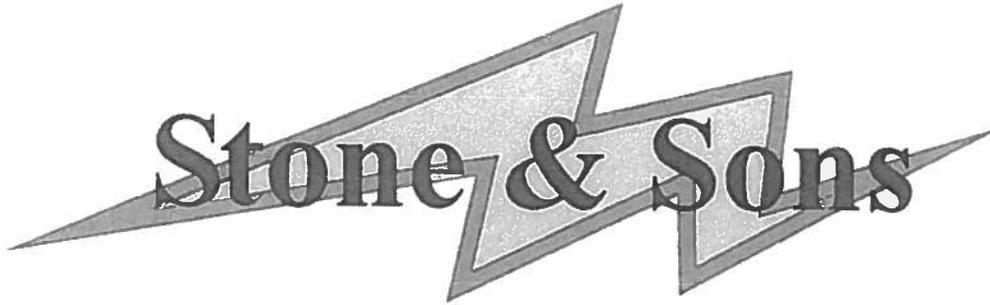
- POST MOUNTED SIGN
- ▽ REQUIRED SIGN (PORTABLE)
- FLAGGER
- CHANNELIZING DRUMS
- ▨ WORK AREA
- W20-1 (FT) WORK AHEAD (DISTANCE TO WORK AREA)
- W21-1A WORKER SIGN
- W20-4 ONE LANE ROAD (AHEAD)
- W20-7a ADVANCE FLAGGER

**SKIPPER Consulting, Inc.**  
 Transportation Engineering and Planning Consultants  
 3644 Vana Road, Suite 100  
 Birmingham, AL 35235  
 Telephone: (205) 651-8855 Fax: (205) 651-8825

DATE	SCALE	DRAWN BY	CHECKED BY	FILE NAME	TOP SHEET	REVISED	DATE
10/25/14					<b>5</b>		

OVERTON ROAD AT OAKDALE DRIVE / RIVER BLVD DRIVE / MOUNTAIN BROOK, ALABAMA

TRAFFIC CONTROL PLAN



Electrical Contractors, Inc.

City of Mountain Brook

November 20, 2014

RE: Overton Rd & River Run  
Traffic Signal Modification

Attn: Ronnie Vaughn

Mr. Vaughn,

We are pleased to offer the following price for the addition of pedestrian signals and traffic loops per the drawing by Skipper Consulting dated 10/22/14. Our price will be \$ 20,453.00.

Best Regards,

J. Mark Roupe  
Project Manager

**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 study and other work related to Overhill Road, Hastings Road, Balmoral Road, and Laurel Lane (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 of \$5,475.00 (inclusive of all expenses).

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, 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: \_\_\_\_\_

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

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

Printed Name: Darrell B. Skipper

Title: \_\_\_\_\_

Title: President

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

Date: 11/18/14

## **EXHIBIT "A"** **SCOPE OF WORK**

### **Task 1 – Project Initiation/Data Collection**

The Consultant shall initiate the project by meeting with representatives of the staff of the City of Mountain Brook and neighbors to finalize project study elements, request data, and establish a schedule for the work. It is anticipated that crash data will be provided by the City of Mountain Brook Police Department free of charge to the Consultant.

The Consultant shall collect all field data necessary to perform the study, including roadway geometric data, sight distance data, and traffic flow observations. Traffic counts will be performed by the Consultant, to include a total of six (6) twenty-four hour bi-directional machine traffic counts on Overhill Road, Hastings Road and Balmoral Road in order to establish approach traffic flow totals on all legs of both intersections. No traffic count data will be collected on Laurel Lane due to the minor nature and width of the roadway. The Consultant shall also perform spot speed surveys using a radar device during the morning and afternoon peak periods on all roadways in the study area.

### **Task 2 – Analysis**

The Consultant shall analyze the existing traffic conditions at the intersections of Overhill Road at Hastings Road, Balmoral Road, and Laurel Lane. The following analyses shall be performed:

- Capacity analyses of the intersections;
- Speed analysis of traffic on the study area roadways;
- Crash analysis of the intersections;
- Sight distance analysis of the intersections;
- Roadway geometric analysis of the intersections; and
- Traffic control device analysis for the intersections.

The Consultant shall determine any roadway improvements or traffic operations measures which are needed to correct existing deficiencies. Special circumstances, including pedestrian walkways, pedestrian crossings, access to driveways in the vicinity of the intersections, and the need for advance warning for the intersections will be included in the analysis and recommendations. The recommendations will be presented to the city staff and neighbors during a meeting. The recommendations will be discussed and finalized during this meeting.

### **Task 3 – Documentation and Presentations**

The Consultant shall prepare a draft report of the study findings for review by the City. The draft report shall be submitted to the City in an electronic .pdf format only. Upon receipt of comments, the Consultant shall address comments and issue a final report. Up to six (6) copies of the final report shall be issued, plus an electronic copy in .pdf format. The Consultant shall prepare for and attend as many meetings of the Mountain Brook City Council as needed to finalize recommendations as a part of the scope of work.

### **Schedule**

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the draft report for review by the City, within a period of four (4) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (OVERHILL, HASTINGS, BALMORAL & LAUREL LN)**

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 undertaking 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

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.

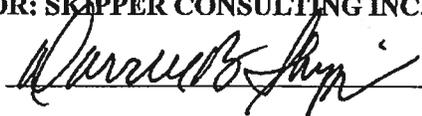
10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited 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: \_\_\_\_\_

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

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

Printed Name: Darrell B. Skipper

Title: \_\_\_\_\_

Title: President

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

Date: 11/10/14

**Sam Gaston**

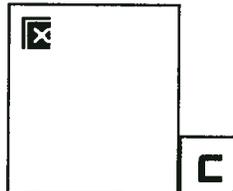
**From:** Ted Cook  
**Sent:** Wednesday, November 12, 2014 1:05 PM  
**To:** Sam Gaston  
**Cc:** Ronald Vaughn; Greg Hagood  
**Subject:** Fwd: Overhill Road at Hastings Road  
**Attachments:** email to city hastings at overhill 111114.pdf

Sam,

FYI

Ronnie and I received the below email from Richard Caudle yesterday. It is regarding some of the discussion from the Overhill Road at Laurel Lane issue from the Council meeting Monday night. Ronnie, Greg and I met and went to review his recommendation. Afterwards we agree that some signage needs to be added here in the interim of a study's final recommendation. Ronnie is going to have a Yield sign placed where Richard has recommended. This will mean the triangle at this particular intersection will have Yield signs regulating each of the three legs of the triangle. The other triangle, Overhill at Balmoral, has Stop signs at 3 of its legs controlling it.

**Chief Ted Cook**  
**Mountain Brook Police Department**  
**101 Tibbett St.**  
**Mountain Brook, AL 35213**  
**(205) 802-3852**



----- Forwarded message -----

**From:** Richard Caudle <[richard@skipperinc.com](mailto:richard@skipperinc.com)>  
**Date:** Tue, Nov 11, 2014 at 2:24 PM  
**Subject:** Overhill Road at Hastings Road  
**To:** "Ronnie Vaughn ([vaughnr@mtnbrook.org](mailto:vaughnr@mtnbrook.org))" <[vaughnr@mtnbrook.org](mailto:vaughnr@mtnbrook.org)>, Ted Cook <[cookt@mtnbrook.org](mailto:cookt@mtnbrook.org)>

Good afternoon all.

I was looking at the intersections of Overhill Road with Hastings Road, Balmoral Road, and Laurel Lane during lunch today. I noted that one of the intersections (Hastings Road at Overhill Road – to the east – see the attached pdf file) has no traffic control and that there are multiple conflicting movements which

11/20/2014

have the apparent right-of-way. In the event that Skipper Consulting is not hired by the City to look at these intersections, or in the event that our review takes some time, you might want to look at this intersection and add control to at least one of the legs to prevent the apparent conflict. Without having traffic counts, I don't really know which leg are the busiest. But if you only wanted to add one sign, it would be on the southbound approach, from Overhill Road onto Hastings Road.

Richard L. Caudle, P.E.  
Skipper Consulting, Inc.

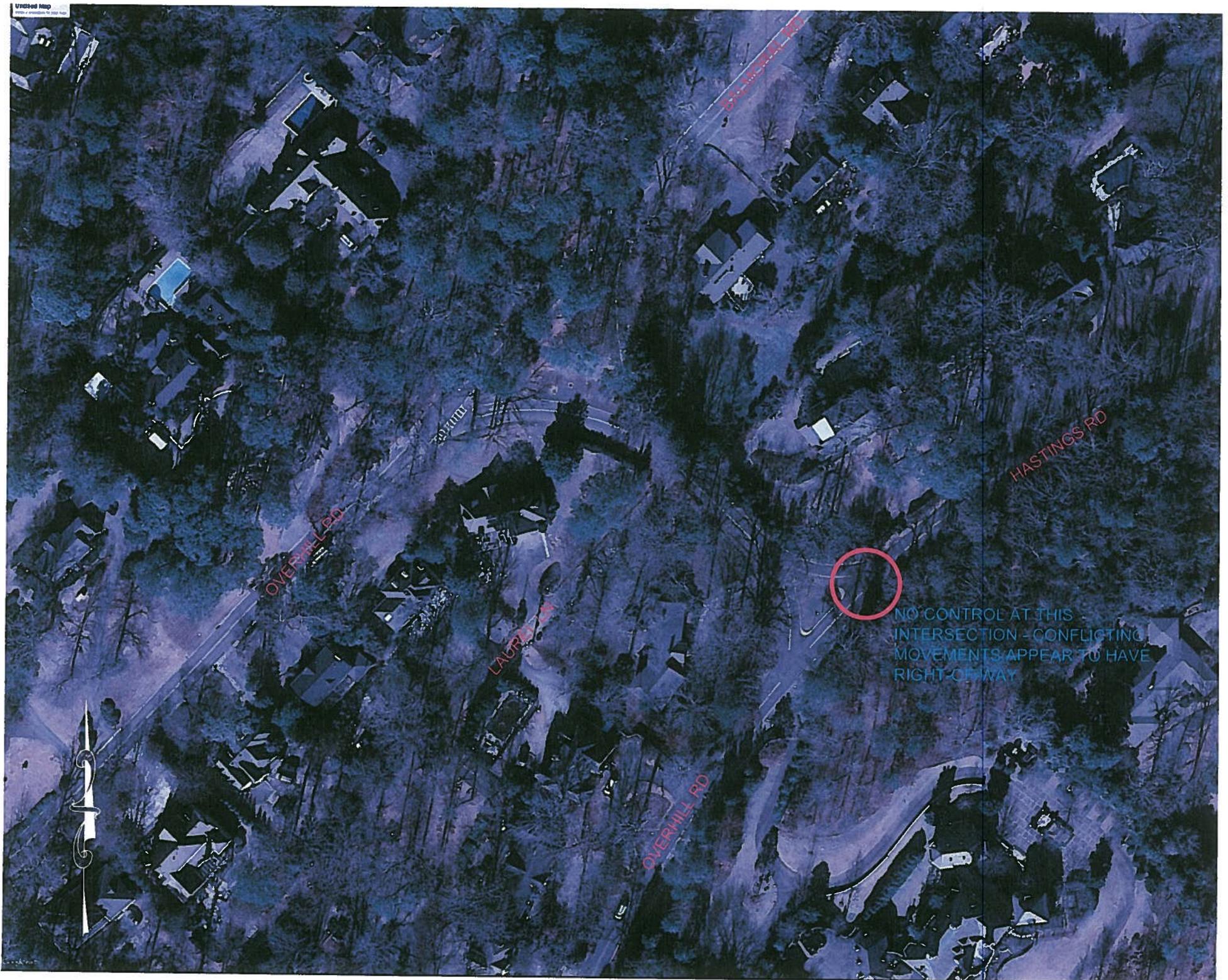
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OVERMILL RD

LAUREL LN

HASTINGS RD

NO CONTROL AT THIS INTERSECTION - CONFLICTING MOVEMENTS APPEAR TO HAVE RIGHT-OF-WAY

