

JOINT/CONCURRENT MEETING AGENDAS
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT (ECD)
AND MOUNTAIN BROOK CITY COUNCIL

CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213

TUESDAY, MAY 26, 2015, 7:00 P.M.

1. Mental Health Awareness Month Proclamation.
2. Approval of the minutes of the May 11, 2015 regular meeting of the City Council.
3. Consideration: Resolution reappointing James Ernest (“Bo”) Grisham, III, [as a regular member] to the Village Design Review Committee, to serve without compensation, with the term of office to end April 13, 2018.
4. Consideration: Resolution [of the ECD] authorizing the execution of an Agreement and Assignment of Excess Cost Recovery Funds to allow the Alabama 9-1-1 Board to use excess cost recovery money toward an Internet protocol based next generation and integrated emergency communication network (aka the ANGEN project) for wireless devices and connection with plans to extend the network for wireline connections.
5. Consideration: Resolution authorizing the creation of one (1) Administrative Assistant position (Class no. 066, G16/10) for the Planning Department.
6. Consideration: Resolution awarding the bid for janitorial services for The Emmet O’Neal Library for daytime services and authorize the execution of a (3-year) contract related thereto.
7. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Skipper Consulting for a traffic signal modification design for the intersection of Overbrook Road at Mountain Brook Parkway/Pine Ridge Road.
8. Announcement: The next regular meeting of the City Council is June 8, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Comments from residents.
10. Adjourn.

MENTAL HEALTH AWARENESS MONTH 2015
“B4Stage4”

WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

THEREFORE, I Lawrence T. Oden, do hereby proclaim May 2015 as Mental Health Awareness Month in the City of Mountain Brook, Alabama. As the Mayor, I also call upon the residents, government agencies, public and private institutions, businesses and schools in the City of Mountain Brook, Alabama to recommit our community to increasing awareness and understanding of mental health, the steps our residents can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions before they reach stage 4.

Given under my hand and the City of Mountain Brook, Alabama,
on this 26th day of May, in the year of our Lord, 2015, and of the
Independence of the United States of America, 239th.

Lawrence T. Oden, Mayor

From: Kaitlyn Hudson [mailto:missalabamaint2015@outlook.com]
Sent: Wednesday, April 29, 2015 7:16 PM
To: mmhudson@wallace.edu
Subject: Miss Alabama International Promotes Mental Health Awareness Month

As Miss Alabama International 2015, I have chosen to advocate mental health awareness and to help eliminate the stigma associated with this silent disease as my platform. Mental illness is something that I am quite familiar with as I have watched family members suffer with depression and anxiety related issues, autism, and even lost my father and a great-aunt to suicide.

Currently a senior at Auburn University, I am majoring in Psychology and plan to pursue a master's degree in Applied Behavioral Analysis. Having some understanding of the complexity of this disease, I want to be a voice and simply start the conversation to end this stigma.

I would love for you to help spread the word about my platform and my journey to Miss International by proclaiming the month of May as Mental Health Awareness month in your town or city. I have attached a sample proclamation for your convenience. If you have any questions, feel free to contact me through this email or at [334-695.5973](tel:334-695-5973). You may also like to check out my Facebook page at [MissAlabamaInternational2015](https://www.facebook.com/MissAlabamaInternational2015).

Please let me know if you can help me with this campaign by simply responding to this email. I would love to come and visit your town or city if at all possible for the presentation. If not, please take pictures of the proclamation ceremony, and email them to me or post on my Facebook page and #PromotingMentalHealthAwarenessMonth.

Thank you so much for your time and consideration. I hope to talk with you soon.

Kaitlyn Hudson

2015-072

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 11, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 11th day of May. The Council President Pro-Tempore called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

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

1. AGENDA

1. Piggly Wiggly development update – Jeffrey Brewer with Goodwyn, Mills & Cawood:
 - Mr. Brewer introduced Mike Schor, Brasfield & Gorrie project manager
 - Mr. Brewer and Mr. Pritchard will be meeting soon with School officials and Mountain Brook Athletics officials to study logistical issues affecting the school and fall athletic events on the playing field
 - Construction will commence once school ends
 - Construction is expected to be completed in eight (8) months
 - The Vine Street sidewalk will likely be constructed during the holiday school recess
 - The building is expected to be turned over to the grocery store operator in January 2016 and the store to open for business in February 2016
2. Finance Committee appointments/recommendations – Lloyd Shelton.
 - Messrs. Fravert and Yardley were introduced to the Mayor and members of the City Council (Ms. Daniel was unavailable for the meeting)
 - Resolution Nos. 2015-065, 2015-066, and 2015-067 were added to the formal meeting agenda
3. Paving update – Ronnie Vaughn.
 - Paving is to begin around June 1
 - Like last year, Dunn Construction will be milling and repaving the streets
4. Parking recommendations – Dana Hazen:
 - Long- term (employee) parking for English Village–Appendix 1 (Resolution No 2015-069 was added to the formal meeting agenda);
 - o Mike Mouron (land owner) and Frank Davies (co-owner of Little Hardware) expressed their desire to have the on-street parking designated for the hardware store’s employees
 - o The property/public right-of-way line for the on-street parking spaces runs through the parking spaces
 - o In all other similar instances around the City, store owners would prefer such parking spaces be designated for patron parking as opposed to employee parking (Messrs. Mouron and Davies do not view the City’s granting of their request as setting an undesirable precedent)

- If the City designates these on-street parking spaces as “long-term”, Messrs. Mouron and Davies fear that the spaces will be used by employees of other area merchants
 - The members of the City Council stated that it cannot legally designate public right-of-way for use by private entities
 - The City’s objective of the proposed change is to get the employees of Little Hardware to stop parking in the (lower) public parking lot. It was the consensus of the members of the City Council that the on-street parking spaces be restricted to 4-hour parking (currently 2-hour) and that the hardware store owners encourage their employees park in these on-street spaces.
 - The situation can be re-evaluated as necessary
 - Short-term (15-minute) for all three villages (Appendix 2)
 - It was the general consensus of the members of the City Council that the short-term parking designations be implemented and re-evaluated as necessary
 - 2-hour parking increase (to ~~3~~ and 4 hours) in Crestline and English Villages, respectively (Resolution No 2015-069 was added to the formal meeting agenda)
5. Equipment yard behind the Police Station update – Steven Boone (Appendix 3). Mr. Boone reported that no further information was available with respect to the sound remediation alternatives. Council member Carl expressed his opinion that no further action is warranted based on the sound readings provided in the agenda materials.
6. Apple Grant recommendations for the Montevallo Road/Overbrook Road intersection (Appendix 4) and the Overbrook Road/Mountain Brook Parkway/Pine Ridge Road intersection – Richard Caudle of Skipper Consultants. (Motion No. 2015-070 was added to the formal meeting agenda.)

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
MAY 11, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 11th day of May, 2015. The Council President Pro Tempore called the meetings to order and the roll was called with the following results:

Present: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

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

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

1. CONSENT AGENDA

Council President Pro Tempore Pritchard 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 27, 2015 regular meeting of the City Council.

2015-062 Proclamation	Women's Lung Health Week	Exhibit 1 Appendix 1
2015-063	Accept the professional services proposal submitted by Lose & Associates, Inc., with respect to the master plan study and development for the Parks and Recreation Board of the City of Mountain Brook and authorize the execution of a professional services agreement with respect thereto	Exhibit 2 Appendix 2
2015-064	Approve the conditional use application submitted by Paulette DeGraw for the operation of "Cup, Food-to-Go" to be located at 73 Church Street in Crestline Village	Exhibit 3 Appendix 3
2015-065	Appoint Paige B. Daniel to the Finance Committee, to serve without compensation, with the term of office to end May 11, 2019	Exhibit 4, Appendix 4
2015-066	Appoint W. Craig Fravert to the Finance Committee, to serve without compensation, with the term of office to end May 11, 2019	Exhibit 5, Appendix 5
2015-067	Appoint Thomas K. Yardley to the Finance Committee, to serve without compensation, with the term of office to end May 11, 2019	Exhibit 6, Appendix 6

2015-068	Authorize the execution of license agreements with respect to the West Montcrest Drive sidewalk construction project as follows: <ol style="list-style-type: none"> 1. Robert Bradford and Katie Avery, 12 West Montcrest Drive, 35213 2. John and Gina F. Thomas, 16 West Montcrest Drive, 35213 3. John B. and Kerri C. Windle, 14 West Montcrest Drive, 35213 	Exhibit 7, Appendix 7
2015-069	Authorize the following parking signage changes pursuant to Sec. 50-107 of the City Code: 1) Change all existing 2-hour parking signs to 4-hour parking signs in Crestline Village, and 2) change all 2-hour parking signs to 4-hour parking signs in English Village	Exhibit 8, Appendix 8
2015-070 Motion	Authorize Skipper Consulting, Inc. to proceed with the design of the traffic improvement plans for Overbrook Road at its intersection with Mountain Brook Parkway and Pine Ridge Road (a professional services agreement shall be presented to the City Council for formal consideration on Tuesday, May 26, 2015)	Appendix 9

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

Ayes: William S. Pritchard, III, Council President Pro Tempore
 Jack D. Carl
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard thereupon declared that said minutes, Proclamation 2015-062, Resolution Nos. 2015-063 through 2015-069, and Motion No. 2015-070 are adopted by a vote of 4-0.

2. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Pro Tempore Pritchard announced that the next meeting of the Mountain Brook City Council will be held on Tuesday, May 26, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

3. ADJOURNMENT

There being no further business to come before the City Council, President Pro Tempore Pritchard adjourned the meeting.

City Clerk

RESOLUTION NO. 2015-073

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that James Ernest ("Bo") Grisham, III, is hereby reappointed [as a regular member] to the Village Design Review Committee, to serve without compensation, with the term of office to end April 13, 2018.

ADOPTED: This 26th day of May, 2015.

Council President

APPROVED: This 26th day of May, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2015, as same appears in the minutes of record of said meeting.

City Clerk



Mountain Brook Police Department
Chief Ted Cook
101 Tibbett Street
Mountain Brook, Alabama 35213
Phone: 205.802.3852
Fax: 205.802.2415

To: Chief T. Cook

From: Lieutenant M. Herren

Date: May 12, 2015

Subject: 911 Excess Cost Recovery Funds Agreement

The Excess Cost Recovery Funds Agreement is an agreement between the City and the State of Alabama 911 Board to utilize excess cost recovery money for the purpose of paying expenses related to the implementation of the ANGEN project. The City has received the agreement for this year.

The agreement for last year was originally sent to Jack Bankston. That agreement was sent by Steve Boone to the attorney at Bishop Colvin for review. The agreement was signed by the Mayor after review.

I have included the cover letter and agreement for this year with this document.

2015-074



**STATE OF ALABAMA
OFFICE OF THE ALABAMA 911 BOARD**

**Jason Jackson
Executive Director**

**1 Commerce Street
Suite 610
Montgomery, Alabama 36104
(334) 440-7911
www.al911board.com**

April 10, 2015

**Barnard Evans, Communications Supervisor
City of Mountain Brook 9-1-1
56 Church Street
Mountain Brook, AL 35213**

Dear Supervisor Evans,

Enclosed, please find an Agreement and Assignment of excess cost recovery funds. This document is an agreement between you and the Alabama 9-1-1 Board to use excess cost recovery money for the ANGEN program. Please sign this document and return it to the Board office by April 30, 2015. This year's agreement is very similar to last year's agreement that was signed by Mayor Oden and would allow us to use a portion of excess cost recovery money to pay for your portion of the project. This assignment does not affect your regular distributions that your District is currently receiving on the 10th and 20th of each month. Please let our office know if you have any questions or concerns. We would be happy to address them and appreciate your continued support in this project. Thank you for your attention to this matter.

Sincerely,

**Jason Jackson
Executive Director**

2015-074

RESOLUTION NO. 2015-074

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District (ECD) that the Board of Commissioners hereby authorizes the execution of the Agreement and Assignment of Excess Cost Recovery Funds, in the form as attached hereto as Exhibit A, with respect to the 911 ANGEN system project.

ADOPTED AND APPROVED: The 26th day of May, 2015.

Chairman

CERTIFICATION

I, Steven Boone, District Clerk of the Mountain Brook Emergency Communications District, hereby certify the above to be a true and correct copy of a resolution adopted by the Board of Commissioners of the District at its meeting held on May 26, 2015, as same appears in the minutes of record of said meeting.

District Clerk

**AGREEMENT AND ASSIGNMENT OF DISTRIBUTION OF EXCESS
COST RECOVERY FUNDS**

WHEREAS, the State of Alabama is transitioning emergency service in the state to an IP based next generation and integrated emergency communication network ("ANGEN") for wireless connections and ultimately all connections that is intended to allow emergency response systems to take full advantage of voice, data, video, and other information available over broadband networks and IP platforms,

WHEREAS, the Alabama Statewide 911 Board (hereinafter referred to as the "Board") has contracted with Bandwidth.com, Inc and the Alabama Supercomputer Authority to provide system services and the IP network for the implementation of ANGEN. Significant progress has been made toward implementation of the system and thousands of 9-1-1 calls are currently being routed through the ANGEN system. The Board may contract with other vendors to assist in the transition and implementation of the ANGEN system.

WHEREAS, to fully implement the ANGEN system it will require significant additional funding and the Board has limited funds available to it for that purpose.

WHEREAS, the Mountain Brook Emergency Communications District, is a validly formed and operating Emergency Communication District (ECD) and has agreed to participate in the ANGEN project.

WHEREAS, Section 11-98-5(f) Code of Alabama, 1975, as amended, provides that at any time after October 1, 2013, if the Alabama Statewide 911 Board determines that the revenues allocated to CMRS providers for cost recovery (Cost Recovery Fund) exceed those necessary to meet cost recovery funding requirements, the Board may distribute excess revenues back to the ECDs as set forth in Section 11-98-5.2(b)(1) Code of Alabama, 1975, as amended.

WHEREAS, the parties acknowledge that funding the ANGEN project from excess cost recovery funds available to the ECDs is the most the most expeditious and reasonable method of providing the necessary funding to further implement and maintain the ANGEN project at this time.

WHEREAS, it currently appears that there will be excess funds in the Cost Recovery Fund and the Alabama Statewide Board anticipates making a distribution from that fund to the ECDs subsequent to October 1, 2015 and each year thereafter during the term of this Agreement as long as cost recovery requests from eligible CMRS providers remain relatively stable. The parties acknowledge that a portion of excess cost recovery funds available to the ECDs will be designated by the Board as "Excess Cost Recovery Funds-ANGEN System" and the express purpose of that distribution will be to assist in the implementation of the ANGEN system.

IT IS THEREFORE AGREED AS FOLLOWS:

1. That in the event the Board makes a distribution from excess Cost Recovery funds, designated by the Board as "Excess cost recovery funds-ANGEN system" to the above referenced ECD subsequent to October 1, 2015, then the ECD agrees to assign and

2015-074

convey those funds to the Alabama Statewide 911 Board for the sole purpose of paying expenses incurred by the Board related to the implementation of the ANGEN project.

2. The term of this Agreement shall be from May 15, 2015 through May 14, 2016 and may be renewed or extended for an additional year, with or without modification upon express written agreement of the parties.
3. This Agreement may be terminated by either party with ninety (90) days written notice to the other party.
4. In the event that there is legislation passed to provide for permanent funding for the ANGEN project at any time during the term of this Agreement, then and in that event, this Agreement shall become void upon the effective date of any such legislation.
5. The Board shall make available to all ECDs participating in the ANGEN project all Information regarding expenses and funding of the ANGEN project upon reasonable request by the ECD.
6. This Agreement reflects the entire agreement between the parties as it relates to distributions of excess cost recovery funds.
7. This Agreement shall be interpreted and governed by the laws of the State of Alabama.
8. Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that each has authority to enter into this Agreement

IN WITNESS THEROF, THE PARTIES HAVE SIGNED AN EXECUTED THIS AGREEMENT.

Alabama Statewide 911 Board

Mountain Brook
(Emergency Communication District)

Ernie Blair, Chairman

Signature

Date: _____

Virginia C. Smith

Chairman
Printed Name and Title

Date: May 26, 2015

2015-074

RESOLUTION NO. 2015-075

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Administrative Assistant position (Class no. 0066, G16/10) for the Planning, Building, and Sustainability department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.

ADOPTED: This 26th day of May, 2015.

Council President

APPROVED: This 26th day of May, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2015, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2015-076

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager are hereby authorized and directed to execute, for and on behalf of the City Council, the Janitorial Services Contract – Emmet O’Neal Library, in the form as attached hereto as Exhibit A, between the City and Protek Services, Inc. with respect to [business hours] janitorial services for the Emmet O’Neal Library.

ADOPTED: This 26th day of May, 2015.

Council President

APPROVED: This 26th day of May, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2015, as same appears in the minutes of record of said meeting.

City Clerk

P R I C I N G

LIBRARY JANITORIAL SERVICES BID RESPONSE FORM*

Below is a firm bid for to provide janitorial services at the Library that the undersigned submits in response, and in accordance with the Library's Invitation to Bid dated March 17, 2015. The Library may use the address and contact information below for any communication with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions related to the award of the contemplated Contract, and, except as listed below, submits its bid in accordance with those requirements.

Base Services				
	Location	Specifications	Frequency	Monthly Fee
1.	Emmet O'Neal Library	2.1-2.11	Daily (5 days/week) (M-F)	\$ 1,725.00
2.	Emmet O'Neal Library	3.1	Weekly	\$ -0-
3.	Emmet O'Neal Library	4.1	Every two weeks	\$ -0-
4.	Emmet O'Neal Library	5.1	As needed	\$ 16.00p/hr
5.	Monthly Total (including initial cleaning as specified in Cleaning Requirement 1			\$ 1,725.00

Protek Services, Inc
Name of Firm or Company Submitting Bid

May 18, 2015
Date of Bid

PO Box 2013
Street Address

45-4091547
Tax Id # of Bidder

B'ham AL 35201
City State Zip

Web Site of Bidder

Victor Hardy
Printed Name Representative Executing for Bidder

205-807-3536
Cell Ph. # Bidder Contact


Signature of Bidder Representative

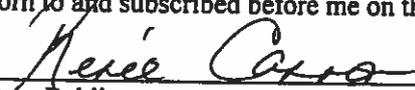
205-322-3573
Office Ph. # Bidder Contact

Title

proteksrv@bellsouth.net
Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this 18th day of May 2015.


Notary Public

April 11, 2016
Commission Expiration Date

- *NOTES - If making any Exceptions to the Bid Specifications, please state those on separate sheet and attach that sheet to your Bid Response.
- Bidders must complete, sign, notarize and return the enclosed Bidder Affidavit and Warranty with their Bid Responses.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees to each of the following in connection with its Bid Response for the contract to be awarded for the Emmet O'Neal Library Janitorial Services Bid:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the Library may rely on information submitted in awarding the subject contract.

Protek Services, Inc

Name of Firm or Company Submitting Bid

By: _____

Signature of Bidder Representative

Printed Name: Victor Hardy

Its: Manager

Title

Date: May 18, 2015

Sworn to and subscribed before me on this 18th day of May 2015.

Renee Carter
Notary Public

April 11, 2016
Commission Expiration Date

We appreciate the opportunity to submit the above offer. It is our constant aim to provide quality service at reasonable cost, and if you permit us to proceed under this proposal, we will do our utmost to achieve results that will give you complete satisfaction. It would be helpful to have a reasonable notice in advance of the date you may wish service started in order to facilitate arranging our work schedule.

Respectfully submitted,

PROTEK SERVICES, INC.

A handwritten signature in black ink, appearing to be 'VCH', written over the printed name Victor C. Hardy.

Victor C. Hardy

PROPOSED AGREEMENT

FOR

Ms. Doris Young

Emmet O'Neal Library

JANITORIAL SERVICES CONTRACT – EMMET O’NEAL LIBRARY

This Janitorial Services Contract – Emmet O’Neal Library (the “Contract”) is made by and between Protek Services, Inc (the “Contractor”) and the City of Mountain Brook, Alabama, on behalf of the Emmet O’Neal Library (the “Library”) effective as of the date last signed below by a party (the “Effective Date”).

WHEREAS, Contractor has been determined by the Library to be the lowest responsible bidder in response to its Invitation to Bid for Janitorial Services for Emmet O’Neal Library dated March 1, 2015; and

WHEREAS, the Library and Contractor deem it desirable to formalize and memorialize the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Contractor and Library agree as follows:

1. **Services.** Contractor shall provide janitorial services at the Library (the “Services”) in accordance with the terms, provisions and conditions of the Library’s Specifications Invitation to Bid (the “Specifications”), at the rate proposed by Contractor in the proposal submitted in response thereto and in accordance with the terms of this Contract. The Library’s Specifications and the Contractor’s completed bid response form (a copy of which is attached as Exhibit A) are incorporated herein and made a part hereof by reference.

2. **Term.** The performance of Services by the Contractor shall commence when the Library provides notice to proceed and thereafter continue in effect for a period of three (3) years (the “Term”). Notwithstanding the provision immediately above or any other provision herein or in the Specifications, the Contract may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) **Termination for Cause by Library.** If the Contractor fails to perform any material obligation in the Specifications or this Contract (a “Default”), the Library may terminate the Contract for cause on seven (7) days’ advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause. This termination remedy is in addition to any other remedy or right provided to the Library in the Contract or available by law that arises from a Default;
- (b) **Termination for Cause by Contractor.** If the Contractor does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days’ advance written notice to the Library; provided that the Library shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause; and
- (c) **Termination for Convenience.** At its convenience and without the occurrence or declaration of a Default, either party may terminate the Contract without cause on sixty (60) days advance written notice to the nonterminating party.

3. **Contract Representatives.** Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and the administration of this Contract (the "Contract Representative(s)").

The Library's Contract Representatives is:

Doris Young
50 Oak Street
Mountain Brook, AL 35213
Email: dkyoung@bham.lib.al.us
Tel No: 205 -879-0459

The Contractor's Contract Representative is:

VICTOR HARDY
PO Box 2013
B'ham, AL 35201
Email: protteksrv@bellsouth.net
205-867-3536

The Contract Representatives designated above shall have the authority to act on behalf of its respective organization to transmit instructions, receive information and administer the Contract consistent with its terms and conditions. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

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

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

However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism for any claim between the parties shall be litigation in a court that is located in Jefferson County, Alabama. If (i) the Library should employ attorneys or incur other expenses in any legal action regarding a Dispute, and (ii) the Library secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the Library, the Contractor will reimburse the Library for its reasonable attorneys' fees and other reasonable expenses that are incurred in that action.

6. **Indemnification by Contractor/Insurance Requirements.**

(a) **Indemnification.** The Contractor agrees to defend, indemnify, and hold harmless the Library and the City of Mountain Brook, and their agents, employees and officials (hereinafter the "Indemnitees") from and against 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 herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") asserted against them that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the work sites on which the Contractor or any Contractor Representative may enter or encounter in performing their services or work; and (b) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities, services and work under this Contract. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

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

(i) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor with limits of not less than

- \$500,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence; and
- Excess umbrella coverage of \$1,000,000.00 for each occurrence

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to Library property and Library personnel caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative, in performing its services and work contemplated in the Contract.

(ii) Workers' Compensation and Employers Liability as required by statute; and

(iii) Employer's Liability – liability limits of \$500,000 per occurrence.

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

Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the Library and the City of Mountain Brook, and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of work hereunder, the Contractor shall provide the Library a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

7. Representations of Contractor. As further inducement to enter this Contract, the Contractor represents and warrants each of the following to the Library:

- (a) that it will perform the Services and work in a good and workmanlike manner; and
- (b) that all actions required to be taken by it or on its behalf to execute the Contract, and to perform its obligations and agreements hereunder, have been duly taken.

8. Ineffective Provisions in Contractor Documents. Notwithstanding any provision, term or condition stated in a work or purchase order, proposed agreement, invoice or other document generated by the Contractor in connection with the work contemplated hereunder, the parties understand, agree and covenant as follows:

(a) The Library (and the City of Mountain Brook) shall not be liable to the Contractor 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 Library under applicable law in the absence of any contractual provision imposing or assigning liability therefor;

(b) The Library (and the City of Mountain Brook) shall not be liable for any late payment charges, interest, or fees on any delinquent billing for goods, materials, or services;

(c) The Library (and the City of Mountain Brook) will not and do 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 Contract or the performance or nonperformance thereof; and

(d) Unless expressly stated in the Contract, the Library and City of Mountain Brook do not waive their 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 in connection with the performance of the Services or work. 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 Library (or the City) is expressly disavowed, excluded from the terms of the Contract, and void.

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

10. Miscellaneous Provisions.

(a) During the Term of this Contract, Company agrees to comply with all regulations and laws concerning the performance of its Services or work, including, but not limited to, laws concerning the safety, inspection, maintenance, and operation of its equipment and employment laws concerning its workers.

(b) The Contractor is an independent contractor of the Library. This Contract does not create any partnership, joint venture or principal-agent relationship between the Contractor and the Library. Further, the Library retains no control or authority with respect to its means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its work.

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

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

(e) This Contract (which includes the Invitation to Bid, the Specifications and requirements in the bid documents) and the Exhibits to this Contract comprise the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

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

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

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

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

(j) In the event of a conflict between any term or provision in the Specifications or other bid documents and those in this Contract, the provisions in this Contract shall control and govern.

(k) Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE LIBRARY (OR THE CITY OF MOUNTAIN BROOK) ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE LIBRARY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE LIBRARY'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE LIBRARY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE LIBRARY (OR THE CITY OF MOUNTAIN BROOK) BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR

FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT BY THE LIBRARY.

(l) **Choice of Law.** The meaning, legal effect, and enforcement of terms and provisions of the Contract 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.

(m) **Construction of Contract.** Nothing in this Contract shall be construed to create or impose any duty or liability on the Library, to create a right or remedy in favor of the Contractor against the Library, or to restrict or abrogate any right or remedy that is available to the Library against the Contractor or any other person, firm, or entity. Furthermore, in the event that any ambiguity in the terms of this Contract is determined to exist, no presumption shall be made that either of the parties drafted the Contract.

(n) **Immigration Law Compliance.** The Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, and that it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Library and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the Library. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Library (and the City of Mountain Brook) from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

(o) **Audit/Contractor's Retention of Records.** Upon reasonable advance notice from the Library, the Contractor, at its expense, agrees to produce records maintained by it with respect to the Services performed by it under this Contract and otherwise participate in a periodic audit designed by the Library to evaluate whether the Contractor is properly completing, accounting and performing the Services and transactions that are contemplated hereunder. To facilitate any such audit, the Contractor agrees that, for a period of no less than a rolling (2) year period following the performance of Services or the expiration (or earlier termination) of this Contract, it will maintain its reports, logs and records concerning its performance of Services or work, and the accounting, billing or other financial records that the Contractor generates regarding same.

(Signature Page Follows)

In Witness Whereof the undersigned, duly authorized representatives of the parties have executed this Contract on behalf of their respective organization.

ATTEST

CONTRACTOR: Protek Services, Inc

By: _____

By: [Signature]

Its: _____

Its: Manager

Date: May 18, 2015

ATTEST

CITY OF MOUNTAIN BROOK, ALABAMA ON BEHALF
OF THE EMMET O'NEAL LIBRARY

By: _____

By: _____

Its: _____

Its: _____

Date: _____

S P E C I F I C A T I O N S

EMMET O'NEAL LIBRARY JANITORIAL SERVICES BID SPECIFICATIONS

March 17, 2015

Bid # _____

The Library wishes to enter into a three (3) year janitorial service contract for its building located at 50 Oak Street, Mountain Brook, Alabama 35213.

1. **Scope of Services & General Provisions.** The successful bidder shall be responsible for providing comprehensive cleaning services in the Library building. ("Services"). The Library will provide toilet tissue, paper towels, liquid hand soap, trash can liners during the period of the contract. The successful bidder shall be required to provide sufficient personnel, equipment, and cleaning supplies to satisfactorily perform the requested services.

The successful bidder shall be responsible for damages caused to the premises and its contents by bidder's employees in the course of performing services and theft by bidder's employees.

Compensation for work will not be paid in advance. There will be a monthly inspection of the building before payment is issued.

The successful bidder shall present the Library with an invoice for services performed no later than the first of each month for the preceding month's work. The Library will pay for work successfully completed within 30 days after the receipt of invoices; amounts will not be remitted for contested charges until the dispute regarding same is resolved.

The Emmet Library participates in a recycling program. All recyclables shall be removed from the Library offices and emptied into the appropriate recycling carts (or dumpster) located at the Library.

1. **Cleaning Requirements – Emmet O'Neal Library.** Except as provided herein, the successful bidder shall furnish all labor, material and equipment necessary to perform janitorial services for the Emmet O'Neal Library building, 50 Oak Street, Mountain Brook, Alabama 35213.

Cleaning shall be performed five (5) days per week (Monday through Friday) from 9:00 a.m. to 3:00 p.m., unless specified otherwise. Areas to be cleaned include meeting rooms, conference room, hallways, elevator, stairwells, restrooms, book stack areas (on both floors), kitchen on main level, story room, entryway floors and circulation desk areas.

2. **Daily Cleaning Schedule –Emmet O'Neal Library:**

- 2.1 Clean and setup coffee station on second floor with supplies (sugar, creamers and stirrers) and coffee mugs.
- 2.2 Check all restrooms in the Library, making sure they have tissue and towels every 15 – 30 minutes.
- 2.3 Circulation Department: Sweep, mop, dust, vacuum and empty trash cans and shredding trash.
- 2.4 Children's Department: Sweep, dust, vacuum, empty trash cans. Clean play area with disinfecting wipes. Replenish Kleenex as needed at desk and in offices.
- 2.5 Adult Department: Sweep, mop, dust, empty trash cans, make coffee and check coffee supplies. Dust book displays when needed and bannister overlooking foyer.
- 2.6 Administration: Wash dishes, empty trash cans and shredding trash and dust. Vacuum as needed.
- 2.7 Technical Services Department: Wipe shelves with disinfecting wipes, dust, mop, empty trash cans.
- 2.8 Foyer: Dust and sweep.

- 2.9 Community Meeting Room: Vacuum, clean tables, help setup for programs when needed. Clean kitchen throughout the day as needed, keep kitchen stocked with supplies (coffee, filters, creamer, sweeteners, paper products)
- 2.10 Board Room: Dust, clean surfaces and vacuum.
- 2.11 Employee Break Room: Clean microwaves, tables and stove. Make sure dishes are in dishwasher – including coffee mugs from second floor. Clean employee restrooms and mop. Break down boxes and take trash to dumpster.

3. Other Cleaning Services-Weekly

- 3.1. Take out recycling each week.

4. Other Cleaning Services-Every Two (2) Weeks

- 4.1 Assist Circulation Manager with purchase of Library supplies (paper products, food as necessary for programs/meetings)

5. Other Cleaning Services- Special Events

- 5.1 During Library events (Book Sale, Summer Reading events, etc.) which may fall on weekends, make sure trash is emptied regularly and restrooms are clean and stocked with paper products.

For questions regarding the Library cleaning services, please contact Doris Young (dkyoung@bham.lib.al.us) at 879-0459.

6. Contractor Qualifications. The Emmet O’Neal Library desires to engage a professional, experienced cleaning service with responsible, efficient, quality personnel to care for its facilities at the lowest possible cost. All parties who wish to submit a bid for cleaning services must attend the mandatory pre-bid conference and, in order to be awarded the contract contemplated with this bid, must meet the criteria and/or possess the resources as follows:

- a. Bidder must have been in business for at least ten (10) years. Evidence demonstrating this qualification should be submitted with the bid response.
- b. Bidder must be bonded against loss or theft, or must obtain and provide the Library evidence of the existence of this bonding before work commences.
- c. Before commencing the services, the successful bidder, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the work, including without limitation, a business license issued by the City of Mountain Brook (collectively, “Licensing”). The Contractor further agrees to maintain that Licensing throughout the performance of its work.
- d. Bidder must agree to comply with the Alabama Immigration Act.
- e. Bidder must have successfully demonstrated the ability to provide quality janitorial service to municipal or other governmental clients, and must provide at least three (3) governmental or institutional references with the bid proposal. Evidence demonstrating this qualification should be submitted with the bid response.
- f. Bidder must demonstrate sufficient employees who provide cleaning services to Bidder’s clients, an account/contractor service representative who shall inspect the premises on a monthly basis or, more often if requested, and sufficient administrative staff to respond to the Library’s needs. Bidders must have obtained a background check on each employee assigned

to the contract, and must submit photocopies of drivers' licenses for all persons assigned to clean Library facilities. Evidence demonstrating this qualification should be submitted with the bid response.

- g. Bidder must have the ability and resources to adhere to the cleaning schedule outlined herein, and shall maintain adequate staff and resources to respond to emergency requests upon two (2) hour notice at any time.
- h. Bidder must require employees to wear uniforms or other clear means of identifying employees while performing services under the contract.
- i. The successful bidder will be required to execute the **JANITORIAL SERVICES CONTRACT – EMMET O'NEAL LIBRARY** in substantially the form that is included in these bid documents.
- j. Bidder must carry the types of insurance with minimum coverage limits as are specified in Section 6(b) of the attached Contract. In summary, these requirements are as follows:

<u>Coverage</u>	<u>Liability Limits</u>
Workers' compensation	As required by law
Employer's liability	\$500,000.00 each occurrence
Bodily injury, except auto	\$500,000.00 each occurrence
Property damage, except auto	\$500,000.00 each occurrence
Excess umbrella	\$1,000,000.00 each occurrence

Before commencing work, the successful bidder shall furnish the Library with a certificate of insurance specifically naming the Library and the City of Mountain Brook as additional insureds with respect its general liability coverage.

G E N E R A L P R O C E D U R E S
A N D
A G R E E M E N T S

EQUIPMENT, MATERIALS AND SUPPLIES

We agree to furnish such employees, materials, supplies and equipment as are necessary to the performance of all services specified. These supplies and equipment consist of brooms, brushes, buckets, buffing machines, detergents, disinfectants, ladders, mops, polishes, scouring powders, vacuum cleaners, etc. Restroom supplies such as paper towels, toilet tissues, hand soaps and deodorants are not covered or included in this proposal. However, we maintain a complete inventory of such products, and will arrange to deliver these or other supplies to you, billing them separately on our regular monthly statement.

INSURANCE AND SURETY BOND

All Protek Services employees are bonded to protect our customers as well as ourselves. We carry Workmen's Compensation Insurance protecting all employees as required by the laws of this state. We also carry complete Public Liability and Property Damage Insurance. Certificates of all insurance coverage shall be filed with you upon request.

SECURITY PROVISIONS

Protek Services, Inc. employees will comply with all Protective System procedures and other restrictive regulations existing in your building. Emergency name and phone numbers including those of both Building Management and key Protek Service personnel will be posted in a conspicuous place in the janitor closet. This card will also indicate the names of authorized Protek Service employees assigned to your building, and their approximate commencement and departure times. It shall be mutually understood and agreed that no person, other than authorized Protek Service employees, will be permitted to enter your premises during the period our company is performing service. Persons in your employ, authorized to be in your building, will have their own means of entry without involving Protek Services employees. Keys to your building when placed in our custody, are accounted for at all times. These keys are tagged with your company code number, and the name and address of our company. With your consent, we shall retain duplicate keys in our safe for emergency and supervisory requirements.

**PROTEK SERVICES, INC.
IDENTIFICATION AND PERSONNEL POLICY**

All Protek Services, Inc. employees are properly screened for reliability. Each employee is also provided with, and required to continuously wear on his person, an Identification Pass, showing that he is an authorized employee of Protek Cleaning Service, Inc. and entitled to be on your premises. If, at any time, any workmen employed by Protek Services, Inc. are unsatisfactory to you, for any reason whatsoever, upon notification of that fact, such employees shall be immediately removed from the performance of any work within the premises covered by this proposal.

HIRING PROTEK SERVICES, INC. EMPLOYEES

Should you accept this proposal, it shall be understood and agreed that during the term of this agreement and ninety (90) days thereafter, you will not hire, directly or indirectly, any person employed by Protek Services, Inc.

CONTRACT FLEXIBILITY AND ADDITIONAL SERVICES

In the event you require, or request, that we perform services in addition to, or different from, the work herein specifically described, we will bill for such services such amount as may be from time to time mutually agreed upon. However, it is the intent and basis of this proposal that your premises shall always be maintained to your complete satisfaction, and any minor requirements, although not specifically mentioned herein, are implied and included in this agreement. Protek Services, Inc. accepts full responsibility to efficiently execute all service specifications, and to provide you with continuous high level housekeeping.

SUPERVISION AND INSPECTIONS

Continuous on-the-job supervision and regular critical inspections are conducted to assure proper job performance and your complete satisfaction. The workmanship of each Protek Cleaning Services employee is our constant responsibility and assures quality control. Protek Services, Inc. is at your service in an emergency or whenever special needs arises. Our supervisors and employees pride themselves on handling customer problems swiftly and efficiently. Protek Services, Inc. is committed to execute every detail of your cleaning maintenance program. Diligent after-sale follow-up is guaranteed.

REFERENCE LIST

Mr. Danny Dorroh
Birmingham Public Library
2100 Park Place
Birmingham, Al 35203
(205)226-3713

Annette Zinnerman
YWCA
309 23RD Street, North
Birmingham, Al. 35207
(205) 902-0592

Dr. Donald Engleberth
2114 Corporation
2114 10th Avenue South
Birmingham, Al. 35205
(205) 323-7178

Frank Woodson
Mission Alabama
PO Box 55177
Birmingham, Al 35255
(205)202-6002

Q U A L I T Y C O N T R O L

QUALITY CONTROL

Protek Services Inc., takes pride in providing its customers with cleaning services of only the highest quality.

Quality Control is a responsibility of the Contractor. You, as Supervisor or Project Manager, are responsible to him for the quality of work performed under your supervision.

Each Supervisor or Project Manager has the responsibility of seeing that our customers receive the highest quality service possible per the contract specification. You are required to maintain schedules, make inspections, and make reports; all of which deal directly with Quality Control.

Scheduling of contract specifications, daily inspections, etc., enables a Supervisor to maintain tight control, whereas unsatisfactory conditions can be detected and corrected before they become major problems.

The following information will assist supervisory personnel in the preparation of Quality Control records for an account operation. Study them carefully, prepare them accurately, and benefit from their value.

COMMUNICATIONS LOGBOOK

The Communications Logbook is an important tie between the Building Manager and the Supervisor. It must be set up immediately in any account.

To be effective, the Building Manager must know and understand the purpose of the Communications Logbook. It affords him the opportunity to register complaints without having to confront the Supervisor on a daily basis if he so desires. In addition, it can be used of special requests, historical data, etc.

This record can provide very important information for the Supervisor; i.e., frequent complaint from one area might require additional training for the worker or his/her replacement.

The Communication Logbook is a very important Quality Control record and must be made a part of the daily routine of the Supervisor.

PERIODIC SERVICE CHECK-OFF SCHEDULE

In order accomplish the required Periodic Service as outlined in the Service Schedule of the contract, each Supervisor will maintain a Periodic Service Check-Off Schedule.

This schedule will provide a daily reminder for the Supervisor to see that all phases of the contract are met and completed on schedule.

In addition, it serves as a work schedule for assigning various functions that must be accomplished in order to meet the goals required.

FLOOR MAINTENANCE SERVICE CHECK-OFF SCHEDULE

In order to accomplish the required floor maintenance schedule as outlined in the Service Schedule of the contract, each Supervisor will maintain a schedule which will be displayed as the Service Check-Off Schedule.

In addition, it serves as a work schedule for your Floor Maintenance crew.

SUPERVISORS DAILY REPORT

Each Supervisor must complete this form daily. When completed accurately, Check-Off Schedules will provide a complete outline of cleaning activities which will enable you to maintain working and periodic service on schedule.

It will also provide the Building Manager with information as to maintenance and security problems such as lights burned out, faulty plumbing, doors left unlocked by tenants or any other information which would update the Building Manager to the previous night's activities in his/her building. This report should be maintained on file and made available to the Branch Manager or Building Manager upon request.

INSPECTION REPORT

A thorough inspection of each building will be made monthly with a written report of the results being furnished to the Branch Manager.

The inspection of buildings will cover all high and low dusting, restrooms, office and corridor floors, store rooms and equipment. Any deficiencies in these areas will be recorded.

Any items of complaint will be corrected immediately. Items that are unacceptable will be corrected within 48 hours and re-inspected with the results being furnished to the Branch Manager.

The Inspection Report will enable the Supervisor to keep abreast of his/her area of responsibility. It will help to see that **Protek Services provides its customers with the highest quality of service.**

I N S U R A N C E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leah Wiggins(5009357) 334 6th Ave S Birmingham AL 35205-4332		CONTACT NAME PHONE (A/C No., Ext) 205-325-1745 FAX (A/C No) 205-252-3090 E-MAIL ADDRESS lwiggins1@farmersagent.com	
INSURED PROTEK SERVICES INC 300 6TH AVE SW BIRMINGHAM AL 35211		INSURER(S) AFFORDING COVERAGE	
		INSURER A Truck Insurance Exchange	NAIC # 21709
		INSURER B Farmers Insurance Exchange	21652
		INSURER C Mid Century Insurance Company	21687
		INSURER D	
		INSURER E	
		INSURER F	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES, Ea occurrence \$ 100,000
B			605876576	11/12/2014	11/12/2015	MED EXP / Any one person \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$ 1,000,000
	POLICY PROJ. LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP OP AGG \$ 2,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea. Accident) \$
	ALL OWNED AUTOS	SCHEDULED ALTOS				BODILY INJURY / Per person \$
	HIRED AUTOS	NON-OWNED AUTOS				BODILY INJURY / Per accident \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	OCCUR				\$
	EXCESS LIAB	CLAIMS-MADE				EACH OCCURRENCE \$
	DED. RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
B	ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER-MEMBER EXCLUDED? (Mandatory in NH)	Y/N	A22285302	11/12/2014	11/12/2015	WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N				E L EACH ACCIDENT \$ 1,000,000
		N/A				E L DISEASE EA EMPLOYEE \$ 1,000,000
						E L DISEASE POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
300 6TH AVE SW, BIRMINGHAM, AL 35211

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PROTEK SERVICES, INC.

"Your Professional Technicians"

May 18, 2015

Doris Young
Emmet O'Neal Library
50 Oak Street
Mt. Brook, Al 35213

Dear Ms. Young:

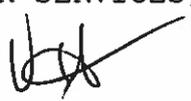
Thank you for your time and giving us the opportunity to present our proposal for Janitorial Maintenance Service at Emmet O'Neal Library.

In accordance with our complete survey made of your premises and requirements specified by you, we submit for your early consideration the following proposed agreement in contracting to perform Janitorial Maintenance Service per specifications described below. Careful study of your premises indicates that the specifications outlined herein are adequate and will meet your requirements.

Enclosed is a copy of our proposal to provide janitorial service for your company. We are pleased to offer you a bid which is based on top quality maintenance service, performed by a company with over 50 years experience, at a competitive price.

If you have any questions about our proposed services or need clarification on any point, please do not hesitate to call me. We appreciate the opportunity to submit this proposal and look forward to hearing from you soon.

Sincerely,
PROTEK SERVICES, INC.


Victor C. Hardy

P.O. BOX 2013 Birmingham, AL 35201 (205) 322.35173 (205) 326.0410 (Fax)

RESOLUTION NO. 2015-077

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to their traffic signal modification design for the intersection of Overbrook Road at Mountain Brook Parkway/Pine Ridge Road.

ADOPTED: This 26th day of May, 2015.

Council President

APPROVED: This 26th day of May, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 26, 2015, as same appears in the minutes of record of said meeting.

City Clerk

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 signal modification design for the intersection of Overbrook Road at Mountain Brook Parkway/Pine Ridge Road (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) of \$6,000.00.

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, 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: *Darrell B. Skipper*

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: 5/12/15

EXHIBIT "A"
SCOPE OF WORK

The Consultant shall prepare a traffic signal modification design for the intersection of Overbrook Road at Mountain Brook Parkway/Pine Ridge Road. The scope of the modifications shall include: 1) installing vehicle detection, 2) installing pedestrian signal indications and pushbuttons, and 3) upgrading the existing controller to allow for advance programming features.

The following specific items are included in the scope of work:

- Prepare a preliminary design for vehicle detection and pedestrian provisions
- Consult with equipment manufacturers and vendors to choose the best applicable vehicle detection technology
- Prepare construction plans
- Prepare a cost estimate for construction
- Consult with a single contractor to determine if the proposed work will exceed \$50,000
- If the project will be under \$50,000, provide assistance and coordination necessary for the City to enter into an agreement for construction for the signal modifications
- If the project will be over \$50,000, work with the City to advertise for bids, evaluate bids, award a bid, and contract with the selected contractor
- Coordinate contractor work activities and inspect operation of the signal modifications
- Program the new controller and fine-tune the programming based on field observations

Schedule

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of final plans for construction, within a period of three (3) 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 (OVERBROOK ROAD AT MOUNTAIN BROOK PARKWAY/PINE RIDGE ROAD)

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

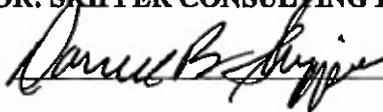
the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

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: 5/12/19