

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 13, 2019**

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 the 13th day of May, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Council member Shelton introduced Charles Polmatier who he recommends to serve on the Finance Committee (Resolution No. 2019-068) and also recommends Ragan Cain to fill the unexpired term of Jack Martin on the Finance Committee (Resolution No. 2019-067)
2. Introduction of Chase Wright, Spire Governmental Affairs Specialist—Mayor Welch
3. Lane Parke update—John Evans. It is contemplated that the developer will City seek approval of amendments to the PUD master plan as early as the July Planning Commission meeting. Contemplated changes include, but are not limited to, two Drive-Thrus in phase 2 of the development.
4. Sharing costs for sidewalk along Poe Drive—Charles Kessler (Appendix 1). The developer shall contact the property owner at the corner of Poe Drive and Overton Road to seek permission to install the improvements on their property and return to the City Council at a later date once such approval is secured. The developer requests the City pay \$20,000 toward the proposed improvements within the City limits.
5. Petition to close Beech Circle—Blair Badham and Caleb Phillips on behalf of the Beech Circle residents (Appendix 2). The members of the City Council expressed their general approval of the proposed siren activated gate installation the cost of which and ongoing maintenance to be the responsibility of the neighborhood. The residents and City Attorney are to prepare an agreement to formalize the understandings and responsibilities of both parties for formal consideration by the City Council at a later date.
6. Agreement with Morris-Shea Bridge Company (Dick Shea) with respect to improvements at the Athletic Complex—Shanda Williams (Appendix 3). Mr. Shea has agreed to perform the grading, drainage and install the access road. The City shall be responsibility for tree removal, installation of the retaining wall and chain link fence atop the retaining wall. The project costs to the City (excluding the in-kind services to be performed by Mr. Shea) are estimated to be \$84,000.

7. Project assignment of discretionary funds from Rep. Jim Carns—Sam Gaston. Unless the City Council prefers differently, the \$10,000 Rep. Carns has offered the City will be spent on improvements to the park located on Woodcliff Circle off of Cahaba River Road which is located in Rep. Carns' district.
8. Review of the matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION

There being no further matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss 1) good name and character and 2) strategy in preparation for negotiations between the governing body and a group of public employees. The City Attorney certified (Appendix 4) that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0.

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the executive session at 7 p.m. and adjourned the pre-meeting at approximately 6:58 p.m.

4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on May 13, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.



City Clerk

Kadco, LLC
 3505 Bent River Road
 Birmingham, Alabama 35216
 (205) 985-7171
 (205) 985-7176 Fax

May 13, 2019

Re: Road improvements Poe Drive, Mountain Brook

To whom it may concern,

The following is an estimate of the improvements to be made to Poe Drive. Some of this work, such as the storm pipe is mostly located in Vestavia. Kadco and Vestavia will pay the bulk of this work. It is unknown if some of the retainer wall can be eliminated. This will depend on how much grading we can do without hitting rock, utilities or grading into private property.

- | | |
|--|-------------------|
| 1. Clear and grade ROW
10' to 20' x 115' and haul off all debris | \$18,000.00 |
| 2. Add an additional 80' to RCP pipe
Two junction boxes; one headwall | \$16,000.00 |
| 3. Approximately 3" block wall
80' long with rock face | \$11,000.00 |
| 4. Install 4' buff colored concrete sidewalk
115' | \$8,500.00 |
| | <hr/> \$53,500.00 |

Kadco, LLC will be responsible for all insurance, interest, permits, locating utilities, traffic, and asphalt overlay is needed. Kadco, LLC is also planning to install streetlights on Poe Drive and would prefer to purchase them rather than rent them for Alabama Power. The cost for this is unknown at this time. We are asking the City of Mountain Brook to contribute a capped amount of \$20,000.00.

Thank you,

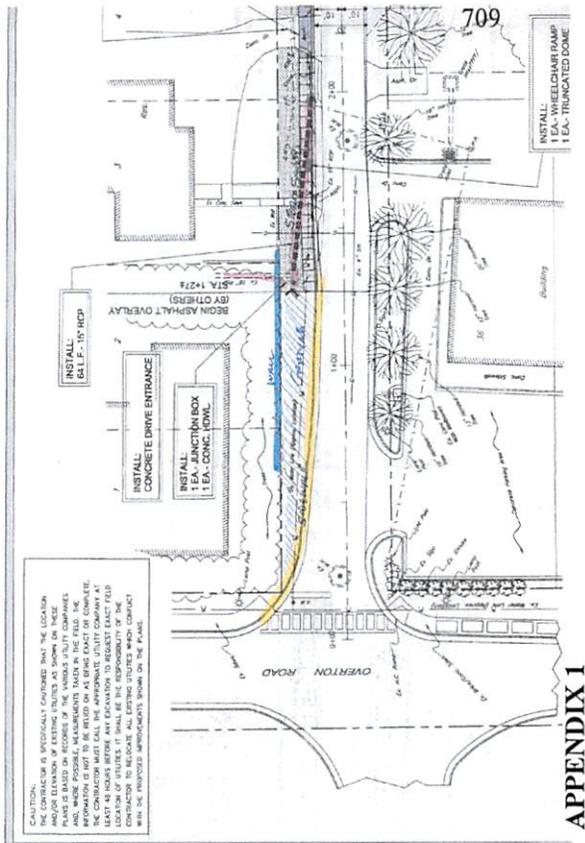
Charles Kessler, President
 Kadco, LLC

Re: Road improvements Poe Drive, Mountain Brook

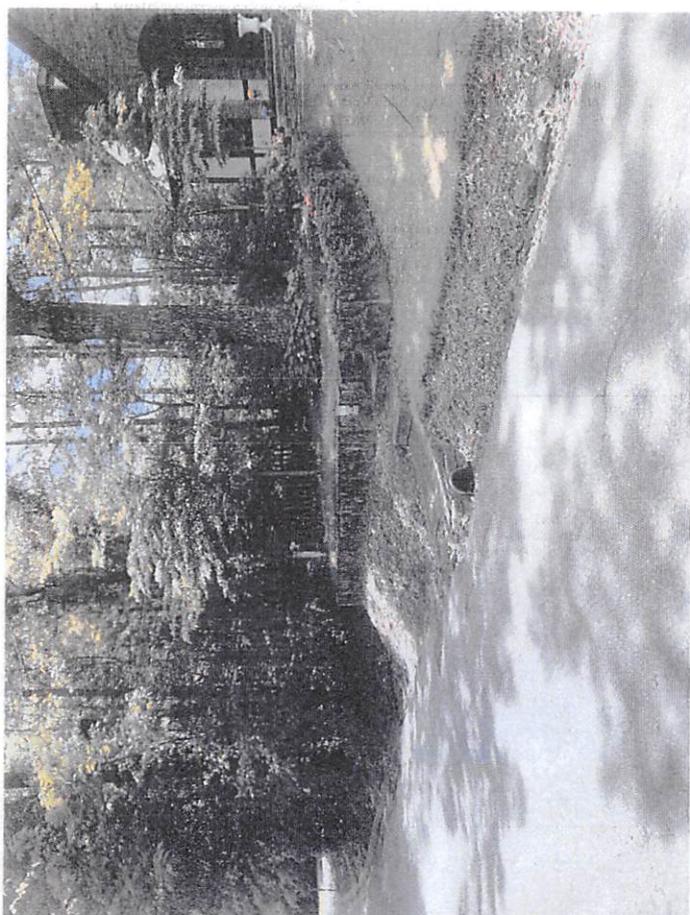
To whom it may concern,

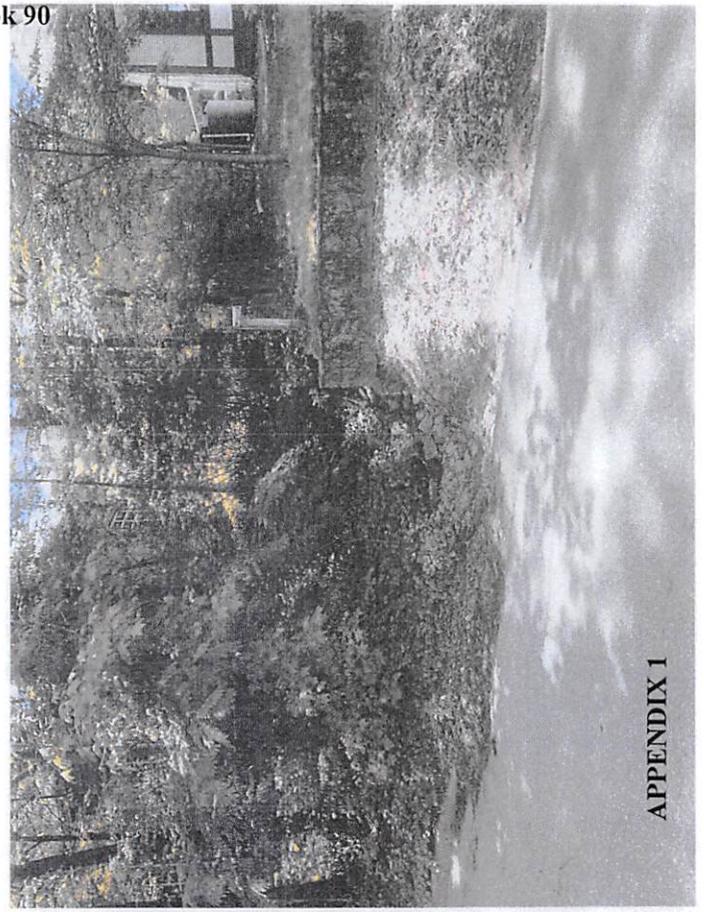
The following is an estimate of the improvements to be made to Poe Drive. Some of this work, such as the storm pipe is mostly located in Vestavia. Kadco and Vestavia will pay the bulk of this work. It is unknown if some of the retainer wall can be eliminated. This will depend on how much grading we can do without hitting rock, utilities or grading into private property.

- | | |
|--|-------------------|
| 1. Clear and grade ROW
10' to 20' x 115' and haul off all debris | \$18,000.00 |
| 2. Add an additional 80' to RCP pipe
Two junction boxes; one headwall | \$16,000.00 |
| 3. Approximately 3" block wall
80' long with rock face | \$11,000.00 |
| 4. Install 4' buff colored concrete sidewalk
115' | \$8,500.00 |
| | <hr/> \$53,500.00 |



APPENDIX 1





APPENDIX 1

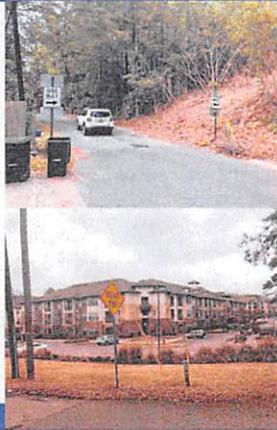


1. Traffic & Safety

- Daily illegal violations by drivers ignoring the WRONG WAY and ONE-WAY signage
- Speeding drivers using the "Circle" as a one-way cut through
- Speeding drivers have resulted in several 'close calls' of potentially fatal accidents to children

41 Children live on Beech Street and Beech Circle

- Ride share and GPS navigation systems direct drivers to Crestline through the WRONG WAY signage
- Tapestry Park Apartments 1,000+ cars illegally use the one-way street and account for the significant increase in cut thru traffic



Beech Circle Closure Request

May 2019

2. Neighborhood Request

1. Approve gate installation with emergency service access

**Fire Chief Chris Mullens has obtained quote from gate fabricator with his preferred specifications for siren activated gate opener*

2. Install a single NO OUTLET sign



Outline

1. Traffic & Safety
2. Neighborhood Request
3. Addressing Past Challenges
4. Benefits to City of Mountain Brook





Thank You and Questions? Thank You and Questions?

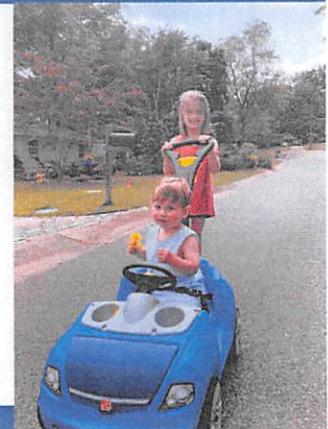
3. Addressing Past Challenges

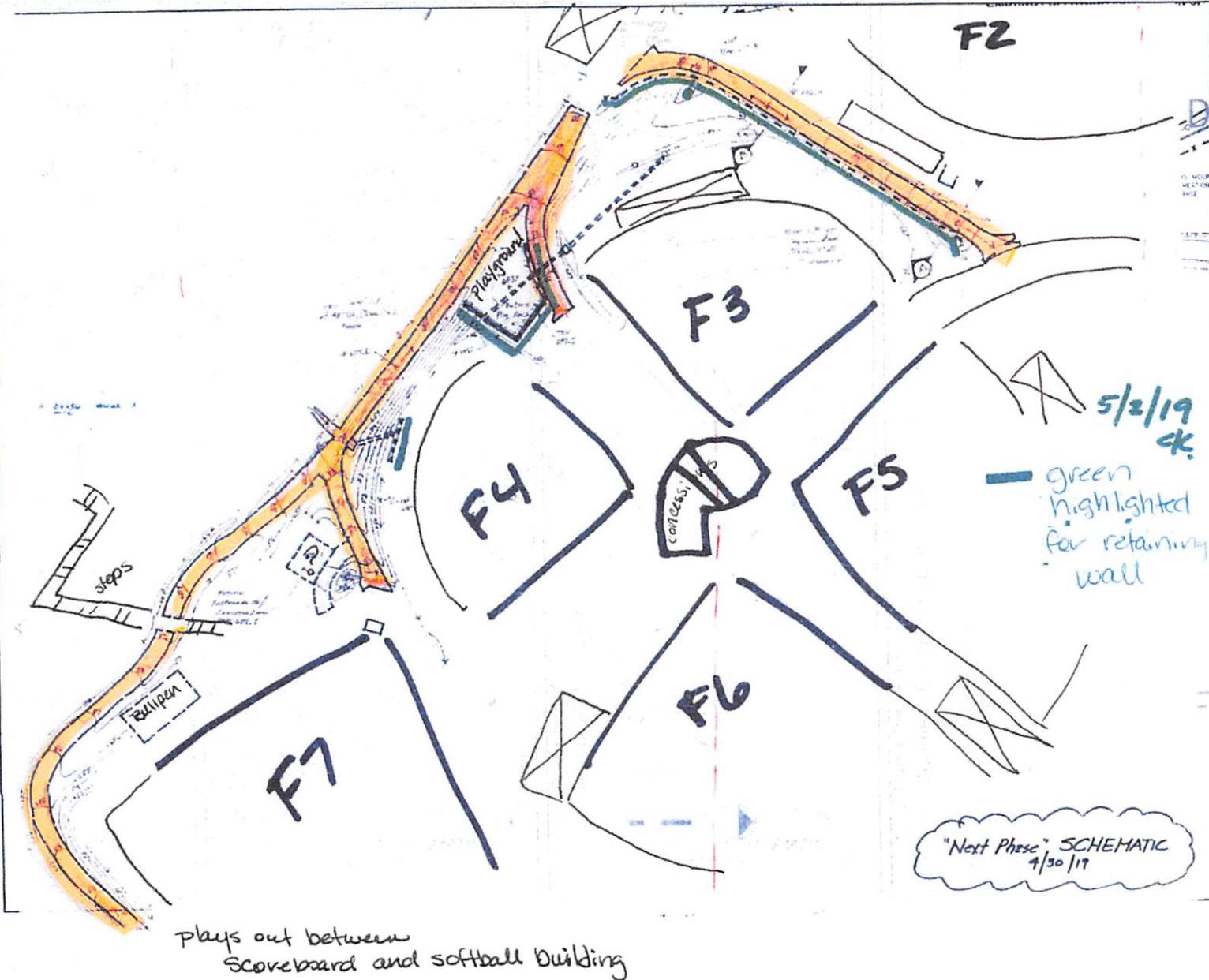
1. Emergency vehicle and medical staff access to Trinity Hospital – Closed 2015
2. MB Emergency vehicle turn around – Fire Chief Chris Mullins supports use of siren activated gate to maintain current turn around access
3. City of Birmingham Concerns- MB staff has met with counterparts at COB and have received their approval for the requested gate option



4. Approval Benefits to City of Mountain Brook

- Returns Beech Circle to non thru way design intent
- Satisfies the concerns of MB city council and emergency services
- Prevents illegal one way violation safety issues and enforcement
- Safety prioritization of neighborhood resident children
- Thru traffic will be safely served by the Hagood Street traffic light
- Decreased Euclid Ave vehicle traffic using Crestline as cut thru
- No burden to adjacent landowners





Kelly
DRAFT

Phase 2 - Fields 3, 4, & 5
Mountain Brook Baseball Fields
Mountain Brook, Alabama

Date:	August 9, 2018
Revisions:	
Rev. No.:	
Rev. Description:	
Sheet	L2 of 3

"Next Phase" SCHEMATIC
4/30/17

plays out between scoreboard and softball building

APPENDIX 3

TO: VIRGINIA SMITH
 MT. BROOK CITY COUNCIL PRESIDENT

FROM: CARL JOHNSON *Carl Johnson* (CITY ATTORNEY)

SUBJECT: EXECUTIVE SESSION

DATE/TIME: 6:50 P.M.; 5/13/19

PURSUANT TO THE ALABAMA OPEN MEETING ACT (OMA),
 I HEREBY ADVISE THE COUNCIL THAT THE MATTERS
 TO BE DISCUSSED IN EXECUTIVE SESSION WOULD HAVE
 AN ADVERSE EFFECT ON THE CITY'S NEGOTIATING
 POSITION OF THE CITY IF DISCLOSED OUTSIDE OF THE
 CONTEMPLATED EXECUTIVE SESSION.

C: CITY MANAGER SAM GASTON
 CITY CLERK STEVE BOONIG
 MAYOR STEWART WURCH

**MINUTES OF THE JOINT, REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT
MAY 13, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:15 p.m. on the 13th day of May, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (and District Chairman)
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

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

1. CONSENT AGENDA

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

Approval of the minutes of the April 23, 2019, joint, regular meeting of the City Council and Mountain Brook Emergency Communications (E911) District

2019-061	Expression gratitude to Thomas K. Yardley for his service on the Finance Committee	Exhibit 1
2019-062	Appoint Jenifer Kimbrough to the Mountain Brook Board of Education, to serve without compensation, through May 31, 2024	Exhibit 2, Appendix 1
2019-063	Declare certain personal property (Council room chairs and two Dodge Durango SUVs) surplus and authorize their sale at public Internet auction	Exhibit 3
2019-064	Ratify the Mayor's May 3, 2019, declaration of a public safety emergency with respect to the repairs of the City's ladder fire truck—the only vehicle capable of performing life safety, high rise rescue and elevated stream fire suppression operations	Exhibit 4, Appendix 2
2019-065	Appoint Rachel Weingartner to the Editorial Board (Resolution No. 2016-150) to fill the unexpired term of Stephanie Maxwell through October 10, 2020	Exhibit 5
2019-066	Ratify the execution of an Administrative Services Extension Agreement between the City and Alternative Insurance Resources, Inc. (AIR) with respect to the City's self-insured dental plan administration	Exhibit 6, Appendix 3

2019-067	Appoint Ragan Cain to the Finance Committee, to fill the unexpired term of John H. (Jack) Martin (Resolution 2017-083) without compensation through July 10, 2021	Exhibit 7, Appendix 4
2019-068	Appoint Charles Polmatier to the Finance Committee, to serve without compensation through May 13, 2023	Exhibit 8, Appendix 5
2019-069	Authorize the execution of 1) a cost sharing agreement with the City of Birmingham and 2) professional services agreement with Sain Associates with respect to the Hagood Street TAPBH-TA19(930) sidewalk project	Exhibit 9, Appendix 6
2019-070	Authorize the execution of a construction with ALDOT with respect to the Hagood Street TAPBH-TA19(930) sidewalk project	Appendix 7
2019-071	Authorize the execution of a professional services agreement between the City and Sain Associates with respect to the (CMAQ) Pine Ridge Road sidewalk project	Exhibit 10, Appendix 8
2019-072	Approve the standard form hold harmless agreement for temporary, seasonal (summer) workers at Public Works and Parks and Recreation	Exhibit 11, Appendix 9

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. Council member Black announced that he shall recuse himself with respect to Resolution No. 2019-062. The minutes and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black, with the exception of Resolution No. 2019-062
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-061 and 2019-063 through 072) are adopted by a vote of 5—0 and Resolution No. 2019-062 is adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. CONSIDERATION OF AN ORDINANCE (NO. 2044) AMENDING CHAPTER 30 OF THE CITY RELATING TO THE MUNICIPAL COURT (EXHIBIT 12)

President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council member Black made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Womack moved for the adoption of the ordinance. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2045) is hereby adopted by a vote of 5—0 and evidence thereof she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 2046) REZONING A PARCEL OF LAND FROM ITS CURRENT [TEMPORARY] ESTATE DISTRICT TO [PERMANENT] RESIDENCE-A DISTRICT (EXHIBIT 13, APPENDIX 10)

President Smith introduced the ordinance in writing and invited questions or comments from the audience or elected officials. There being none, President Smith called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Womack moved for the adoption of the ordinance. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2046) is hereby adopted by a vote of 5—0 and evidence thereof she signed the same.

4. ANNOUNCEMENTS

The next regular meeting of the City Council will be Tuesday, May 28, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:25 p.m.

6. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on May 13, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.



 City Clerk

EXHIBIT 1

RESOLUTION NO. 2019-061

WHEREAS, Thomas K. Yardley served on the City of Mountain Brook, Alabama Finance Committee from May 11, 2015 until May 11, 2019; and

WHEREAS, Thomas K. Yardley devoted considerable time and effort meeting with City staff members and studying the City's operations in preparation of the annual Finance Committee budget work sessions; and

WHEREAS, Thomas K. Yardley 's work experience and knowledge of the financial management proved to be very useful in the Finance Committee's deliberations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank Thomas K. Yardley for his many years of insightful service to the City and wish him well in future endeavors.

EXHIBIT 2

RESOLUTION NO. 2019-062

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Jenifer G. Kimbrough is hereby appointed to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2024.

APPENDIX 1

EXHIBIT 3**RESOLUTION NO. 2019-063****A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Description

- 12 high-back, meeting chairs, asset no. 5519 (see also Resolution No. 2018-130)
- 2007 Dodge Durango (red), VIN 1D8HB48PX7F537196, asset no. 13474
- 2008 Dodge Durango (red), VIN 1DAHB48N08E124042, asset no. 13599

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction.

EXHIBIT 4**RESOLUTION NO. 2019-064**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the Mayor's Declaration of Public Safety Emergency dated May 3, 2019, in the form as attached hereto as Exhibit A, with respect to the emergency repairs of the City's ladder fire truck.

APPENDIX 2**EXHIBIT 5****RESOLUTION NO. 2019-065**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Rachel Weingartner is hereby appointed to the Editorial Board of the City of Mountain Brook, to serve without compensation, with the term of office to end October 10, 2020, to fill the unexpired term of Stephanie Maxwell.

EXHIBIT 6**RESOLUTION NO. 2019-066**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the execution by the Finance Director of the [self-insured dental claims] Administrative Services Extension Agreement between the City and Alternative Insurance Resources, Inc. (third-party administrator or TPA), in the form as attached hereto as Exhibit A, with respect to the TPA's termination of the dental claims administration agreement.

APPENDIX 3

EXHIBIT 7**RESOLUTION NO. 2019-067**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Ragan Cain is hereby appointed to the Finance Committee, to fill the unexpired term of John H. (Jack) Martin and to serve without compensation, with the term of office to end July 10, 2021.

APPENDIX 4

EXHIBIT 8**RESOLUTION NO. 2019-068**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Charles Polmatier is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end May 13, 2023.

APPENDIX 5

EXHIBIT 9**RESOLUTION NO. 2019-069**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, the following with respect to the Hagood Street Transportation Alternatives (TAP) sidewalk project (TAPBH-TA19-(930), CPMS Ref# 100069329):

1. Cost Sharing Agreement Between the Cities of Mountain Brook & Birmingham—Exhibit A
2. Professional Services Agreement between the City of Mountain Brook, Alabama and Sain Associates for engineering services—Exhibit B

APPENDIX 6

EXHIBIT 10

RESOLUTION NO. 2019-071

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, a professional services agreement between the City and Sain Associates, in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the Pine Ridge Road sidewalk project.

APPENDIX 8

EXHIBIT 11

RESOLUTION NO. 2019-072

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to amend its “Significant Accounting and Management Policies” previously adopted in Resolution 99-168 and as amended and restated by Resolution Nos. 00-09, 09-51, 2017-007 and 2017-031;

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that effective upon the date of this resolution, the Council hereby amends and restates the “Significant Accounting and Management Policies” by adding the following section:

“Standard Form Indemnification and Hold Harmless Agreement for Student Volunteers of the City of Mountain Brook (Res. No. 2019-072 adopted May 13, 2019)

- The City Council shall require that students and a parent thereof who requests to perform personal services on a volunteer basis within various departments of the City shall be required to execute and submit to the City Manager an indemnification and hold harmless agreement, in the form as attached hereto as Appendix 4, prior to being allowed to perform such services. Execution of said agreement does not guarantee that a volunteer shall be permitted to perform volunteer services for the City. Such volunteer assignment and worker shall be approved on a case-by-case basis by supervising department heads and City Manager and all ensuing work shall be under the supervision of City employees. The duration of the volunteer assignment shall be determined at the sole discretion of the department supervisor. It is understood that due to the volunteer nature of the relationship, said volunteer(s) are not covered under the City’s workers’ compensation insurance policy.

APPENDIX 9

EXHIBIT 12

ORDINANCE NO. 2045

**AN ORDINANCE AMENDING CHAPTER 30 OF THE CITY CODE
RELATING TO THE MUNICIPAL COURT**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama that Chapter 30 of the City Code shall be amended to add the following provisions:

Section 1. Section 30 of the City Code shall be amended by inserting two additional provisions as Section 30-7 and Section 30-8, as follows:

Sec. 30-7. Failure to appear in court.

- (a) It shall be unlawful for a defendant in the municipal court of the City of Mountain Brook, whether at liberty under bond or on his or her own recognizance, to fail to appear in court on the day set for the hearing of his or her case.
- (b) Penalty. Any person who violates this section by failing to appear in court on the day set for the hearing of the case shall be punished by a fine not to exceed \$500.00 and/or a sentence of imprisonment or hard labor for the city for a period not to exceed six months at the discretion of the court.

Sec. 30-8. Failure to comply with the orders of the court.

- (a) It shall be unlawful for a defendant in the municipal court of the City of Mountain Brook to fail to comply with the orders of the court to include (i) the payment of any installment when the court permits the payment of fines or other imposed costs in installments; (ii) the payment of any fine or other imposed costs by the court ordered date when the court has continued the case to a date certain for the defendant to make such payment(s); (iii) participation in the court referral program, counseling, or the performance of community service; or (iv) any other order of the court.
- (b) Arrest warrant. A warrant shall be issued for the arrest of any defendant who fails to pay his or her fine or any installment thereof, to the extent the court permits payment upon installments, on the date ordered by the municipal court, or who otherwise fails to comply with any order of the court to which the defendant is subject.
- (c) Penalty. Any person who violates this section by failing to comply with an order to which he or she is subject shall be punished in accordance with the court's discretion and statutory authority to enforce the orders of the municipal court.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

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

Section 4. Effective Date. This section shall become effective immediately upon adoption and publication as provided by law.

EXHIBIT 13

ORDINANCE NO. 2046

AN ORDINANCE TO REZONE A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA FROM ITS CURRENT [TEMPORARY] ESTATE DISTRICT TO [PERMANENT] RESIDENCE-A DISTRICT

WHEREAS, the real estate as more particularly described as: "Cherokee Bend, South Sector, Fifth Addition, a Single Family Residential Subdivision located in the SE ¼ of Section 36, Twp-17S, R-2W, Jefferson County, City of Mountain Brook, Alabama," and illustrated in the accompanying survey map is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

WHEREAS, after due consideration, the City Council has determined that the zoning Classification of the real estate should be Residence-A District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Residence-A District:

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.

APPENDIX 10

2019-062



Elizabeth Dunn
Direct Dial: (205) 777-7146
Email: elizabeth.m.dunn@gmail.com

April 24, 2019

Honorable Stewart Welch, Mayor
Virginia C. Smith, President
Alice Womack
Lloyd Shelton
William S. Pritchard, III
Philip Black
Mountain Brook City Council
56 Church Street
Mountain Brook, Alabama 35213

Re: Mountain Brook Board of Education Recommendation

Dear Mayor and Council Members:

I have been on the Mountain Brook Board of Education (the "Board") for the past 10 years. I have thoroughly enjoyed the opportunity to serve and am grateful to the City Council for appointing me. My second term expires on May 31, 2019, and I will step down with regret at that time.

We very much appreciate the time and consideration that you take in appointing members to the Board. We also appreciate the voice that you give us in that decision. After much thought, the Board is unanimously and enthusiastically recommending that you consider Jenifer Kimbrough to take my place on the Board.

Ms. Kimbrough is the Managing Director and Chief Financial Officer at Oakworth Capital Bank. She has also served in numerous volunteer leadership positions including the Junior League of Birmingham and Canterbury United Methodist Church. She currently serves on the University of Alabama Culverhouse Board of Visitors and on the Professional Advisory Board for the School of Accountancy.

55 YINE STREET MOUNTAIN BROOK, AL 35213 (205) 973-4608
WWW.MTBROOKSCHOOLS.EDU

Ms. Kimbrough's 20-plus years of financial service experience would serve the Board well. In addition, Ms. Kimbrough and her husband, William, have a 5th grader, Henry, and a 4th grader, Mary Evelyn, at Brookwood Forest Elementary so her personal interest in and enthusiasm for the school system will be invaluable for years to come.

Ms. Kimbrough has met with Board members and is available to meet with each City Council member for an interview at your convenience. Thank you for your consideration of this Board recommendation, and if you should have any further questions, please contact me or Superintendent Barlow.

Very truly yours,
Elizabeth Dunn

ED/cm

Enclosure

cc: Board of Education
Dr. Dicky Barlow

APPENDIX 1

Jenifer Goforth Kimbrough, CPA

Professional
850 Shades Creek Parkway
Mountain Brook, AL 35223
jenifer.kimbrough@oakworthcapital.com
205-263-4704 (o) 205-999-8321 (c)

Residence
3728 Locksley Drive
Mountain Brook, AL 35223
jgkimbrough21@gmail.com
205-967-0221 (h) 205-999-8321 (c)

PROFESSIONAL EXPERIENCE

Oakworth Capital Bank, Birmingham, Alabama
Managing Director and Chief Financial Officer October 2015 - Present

Surgical Care Affiliates, Birmingham, Alabama
Vice President, Compliance & Audit March 2010-September 2015
Vice President, Assurance and Process Improvement November 2007 - March 2010

Regions Financial Corporation, Birmingham, Alabama
Sr. Vice President and Assoc. Dir. of Investor Relations November 2006-November 2007 (post-merger)
Sr. Vice President and Dir. of Investor Relations February 2003-November 2006 (pre-merger)

Ernst & Young LLP, Birmingham, AL
Financial Services Audit Staff - Senior Manager August 1993 - February 2003
University of Alabama recruiting coordinator
Training program leader
Mentor program leader

FedNat Holding Co. (NASDAQ: FNHC), Sunrise, FL April 2009 - Present

Operates as FedNat Insurance Company
Board of Directors
Chair, Audit Committee
Member, Compensation Committee
Member, Nominating Committee

EDUCATION
Bachelor of Science in Commerce and Business Administration, summa cum laude
The University of Alabama - May 1993

CERTIFICATIONS
Certified Public Accountant by the Alabama State Board of Public Accountancy effective March 2, 1994. Certificate No. 6277

Chartered Global Management Accountant by the American Institute of CPAs, effective 2014

Kimbrough
Page 2

PROFESSIONAL ACTIVITIES and RECOGNITION

American Institute of CPAs, Women's Initiatives Executive Committee (WIEC), 2005-2008
American Woman's Society of CPAs, 2004-2005 National President
Alabama Society of CPAs
American Institute of CPAs
The University of Alabama College of Business Board of Visitors 2017-present
The University of Alabama College of Business Culverhouse Connections Mentor, 2010-2016
The University of Alabama Accounting Alumni Leadership Advisory Board, 2013-present
The University of Alabama 2013 Accounting Alumni Leadership Award
2015 Women ASC Leaders to Know, Becker's Healthcare
2014 Women ASC Leaders to Know, Becker's Healthcare
2014 People to Know in the ASC Industry, Becker's Healthcare

COMMUNITY ACTIVITIES

Rotary Club of Birmingham, 2018-present
Scholarships for Kids Board, 2019
Momentum Women's Leadership Program graduate
Birmingham Area Chamber of Commerce Project Corporate Leadership graduate
Junior League of Birmingham 2006-present (sustainer)
Executive board and Finance VP, overseeing approximately \$1MM budget, 2014-15
Various councils and committees
Canterbury United Methodist Church
Sunday school teacher, present
Mountain Brook City Schools Funding Task Force
Mountain Brook PTO Council Treasurer, 2015-16
Brookwood Forest Elementary PTO Board and Treasurer, 2013-15

2019-064

DECLARATION OF PUBLIC SAFETY EMERGENCY

WHEREAS, the Mountain Brook Fire Department maintains as a part of its fleet of fire and rescue equipment a ladder truck capable of performing life safety, high rise rescue, and elevated stream fire suppression; and

WHEREAS, the unit in question is the only apparatus in the fleet capable of performing the aforementioned functions; and

WHEREAS, the ladder truck is currently inoperable and requires repair by a qualified service provider; and

WHEREAS, Cummins Sales and Service ("Cummins") is an authorized warranty service provider for the repairs required to the ladder truck, and is otherwise qualified to undertake the necessary repair work; and

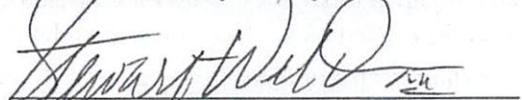
WHEREAS, Cummins has proposed to perform the necessary repairs (replacement of engine turbo, actuator, gaskets, and seals) for the total price of \$16,390.01; and

WHEREAS, the quoted price appears to be reasonable and consistent with comparable repair costs; and

WHEREAS, further delay in authorizing the necessary repair work would compromise the Fire Department's ability to respond to fire and rescue emergencies, the effective discharge of which requires the unique features and capabilities of the ladder truck in question, and would thereby place public safety at risk;

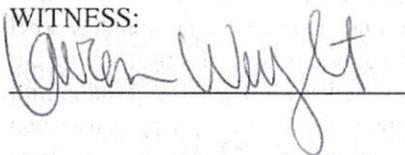
WHEREFORE, in accordance with Ala. Code §41-16-23 (1975) and corresponding provisions of the City of Mountain Brook's operating policies and procedures, as Mayor of the City of Mountain Brook, Alabama, I hereby declare that a public safety emergency exists by virtue of the unavailability of the ladder truck described above and the prospect of its extended unavailability if repairs are not immediately effected. I further authorize the appropriate city officials to proceed with obtaining the necessary repairs to the subject equipment on the terms noted above and in accordance with otherwise applicable purchasing procedures.

Dated this 3rd day of May, 2019:



Stewart H. Welch, III, Mayor

WITNESS:



APPENDIX 2



CITY OF MOUNTAIN BROOK
P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
www.mtrbrook.org

2019-066

Administrative Services Extension Agreement

To: Sam Gaston, City Manager
From: Steven Boone *S. Boone*
Date: May 7, 2019
Subject: Alternative Insurance Resources, Inc. (AIR) contract termination

As you recall, years ago the City offered employees [separate] medical and dental insurance benefits. The dental benefits were self-insured and the City engaged a third-party administrator (TPA) to adjudicate dental claims on behalf of the City. Beginning January 1, 2001, the City joined the Local Government Health Insurance Plan for its employees' medical/dental benefits. At the time of the change, there were 20-30 employees who were declining medical benefits through the City as they had access to coverage through a spouse. The City retained the self-insured dental plan for only those employees and their dependents not covered through the City's medical/dental plan.

Over the years, the number of individuals covered under the stand-alone dental plan have decreased to 4 employees (8-10 total covered counting dependents). Toward the end of April, the TPA informed me that they were terminating the City's dental claims administration agreement as the plan was too small and not profitable for them to administer. I made an unsuccessful attempt to negotiate their continuance through calendar 2019 in order to bridge impacted employees until the next open enrollment.

Attached is the Administrative Services Agreement that I executed on behalf of the City that provides dental claims administrative services through July 31, 2019 for claims incurred on or before May 31, 2019. Affected employees have been notified of the dental benefit cancellation.

1. This Agreement is made effective as of the first day of June 2019 by and between the City of Mountain Brook (hereinafter referred to as "Plan Administrator") and Alternative Insurance Resources, Inc. (hereinafter referred to as "TPA").

2. The term of this Agreement is from June 1, 2019 through July 31, 2019.

3. During the term of this Agreement, TPA will continue to provide claims administration services for the Plan Administrator for Run-off Claims. For purposes of this Agreement, the term Run-off Claims shall mean those claims that were (a) incurred under the City of Mountain Brook Employee Dental Benefit Plan ("Plan") prior to June 1, 2019 (b) not reported to TPA prior to June 1, 2019 and (c) processed by TPA on or after June 1, 2019.

4. TPA's claims administration services shall be limited to those services outlined in Article 4 of the Administrative Services Agreement, effective September 1, 2012, between the Plan Administrator and TPA ("Prior Agreement"), only to the extent such services are applicable to Run-off Claims.

5. The Plan Administrator agrees to provide the necessary funds to be used to make payments for benefits under the Plan to eligible participants in the Plan as funds are needed to cover such payments. It shall be the sole responsibility of the Plan Administrator to provide funds sufficient to cover drafts issued by TPA as payment for benefits to eligible participants.

7. The Plan Administrator agrees to retain the sole liability and responsibility for all claims made under the Plan and for all expenses incurred which are incidental to the Plan.

8. The Plan Administrator agrees to pay TPA a monthly administration fee of eight percent of paid claims due and payable on the first day of each month for the term of this Agreement.

9. This Agreement constitutes an extension of the Prior Agreement between the Plan Administrator and the TPA. This Agreement is the entire and only agreement of the parties hereto as to the extension of the Prior Agreement and supersedes any prior understanding or written or oral agreement between the parties respecting the subject matter of this Agreement. To the extent there is a conflict between this Agreement and the Prior Agreement, this Agreement shall control.

10. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

APPENDIX 3

2019-066

2019-066

City of Mountain Brook
By: *Steven Boone*
Print Name: Steven Boone
Title: ASST. CITY MANAGER
Date: 4/25/2019

Alternative Insurance Resources, Inc.
By: *Jason Yount*
Print Name: JASON YOUNT
Title: PRESIDENT
Date: 4.29.19

City of Mountain Brook
By: *Steven Boone*
Print Name: Steven Boone
Title: ASST. CITY MANAGER
Date: 4/25/2019

Alternative Insurance Resources, Inc.
By: *Jason Yount*
Print Name: JASON YOUNT
Title: PRESIDENT
Date: 4.29.19

2019-067

Ragan Cain, originally of Eufaula, Alabama, is the Chief Administrative Officer and Treasurer for and member of Tacala, LLC, a Birmingham, AL based company employing over 10,000 people in seven states. Tacala is the largest Taco Bell franchise operator in the nation with over 300 restaurants in Alabama, Georgia, Kentucky, North Carolina, Tennessee, Texas and Virginia.

Ragan is involved in many community service activities including serving as a board member of the Baptist Health Foundation and Better Basics. As a member of the Junior League of Birmingham she has served on the board as Vice President of Strategic Planning. She has also been a Table Captain for the YW's Purse & Passion luncheon, and served on the Auburn University Women's Philanthropy Board as well as Team Tacala Charities advisory board. Ragan is a member of the Children's Arts Guild, Symphony 30 and Junior Women's Committee of 100 benefitting the Emmet O'Neal Library. She was a member of Leadership UAB Class of 2008 and has also served on the UAB English Advisory Board. Ragan was a member of the National Multiple Sclerosis Society Leadership Class of 2009 and is an active member of St. Mary's on the Highlands Episcopal Church where she has served as Treasurer and Vestry Member. Ragan recently served as co-chair of the 2016 Antiques at the Gardens benefitting the Birmingham Botanical Gardens. North Carolina, Tennessee, Texas and Virginia.

Ragan is involved in many community service activities including serving as a board member of the Baptist Health Foundation and Better Basics. As a member of the Junior League of Birmingham she has served on the board as Vice President of Strategic Planning. She has also been a Table Captain for the YW's Purse & Passion luncheon, and served on the Auburn University Women's Philanthropy Board as well as Team Tacala Charities advisory board. Ragan is a member of the Children's Arts Guild, Symphony 30 and Junior Women's Committee of 100 benefitting the Emmet O'Neal Library. She was a member of Leadership UAB Class of 2008 and has also served on the UAB English Advisory Board. Ragan was a member of the National Multiple Sclerosis Society Leadership Class of 2009 and is an active member of St. Mary's on the Highlands Episcopal Church where she has served as Treasurer and Vestry Member. Ragan recently served as co-chair of the 2016 Antiques at the Gardens benefitting the Birmingham Botanical Gardens. North Carolina, Tennessee, Texas and Virginia.

Ragan is involved in many community service activities including serving as a board member of the Baptist Health Foundation and Better Basics. As a member of the Junior League of Birmingham she has served on the board as Vice President of Strategic Planning. She has also been a Table Captain for the YW's Purse & Passion luncheon, and served on the Auburn University Women's Philanthropy Board as well as Team Tacala Charities advisory board. Ragan is a member of the Children's Arts Guild, Symphony 30 and Junior Women's Committee of 100 benefitting the Emmet O'Neal Library. She was a member of Leadership UAB Class of 2008 and has also served on the UAB English Advisory Board. Ragan was a member of the National Multiple Sclerosis Society Leadership Class of 2009 and is an active member of St. Mary's on the Highlands Episcopal Church where she has served as Treasurer and Vestry Member. Ragan recently served as co-chair of the 2016 Antiques at the Gardens benefitting the Birmingham Botanical Gardens. North Carolina, Tennessee, Texas and Virginia.

Ragan is involved in many community service activities including serving as a board member of the Baptist Health Foundation and Better Basics. As a member of the Junior League of Birmingham she has served on the board as Vice President of Strategic Planning. She has also been a Table Captain for the YW's Purse & Passion luncheon, and served on the Auburn University Women's Philanthropy Board as well as Team Tacala Charities advisory board. Ragan is a member of the Children's Arts Guild, Symphony 30 and Junior Women's Committee of 100 benefitting the Emmet O'Neal Library. She was a member of Leadership UAB Class of 2008 and has also served on the UAB English Advisory Board. Ragan was a member of the National Multiple Sclerosis Society Leadership Class of 2009 and is an active member of St. Mary's on the Highlands Episcopal Church where she has served as Treasurer and Vestry Member. Ragan recently served as co-chair of the 2016 Antiques at the Gardens benefitting the Birmingham Botanical Gardens. North Carolina, Tennessee, Texas and Virginia.

APPENDIX 4

2019-068

CHARLES WILLIAM POLMATIER
2765 CHEROKEE ROAD
MOUNTAIN BROOK, ALABAMA 35216

CHARLES W. POLMATIER, CPA
2765 Cherokee Road
Mountain Brook, AL 35216
cwp@borlandcpa.com
(205) 908-1034 cell
(205) 802-7212 office

Educational and Professional Activities:

- > Auburn University, Auburn, Alabama – B.S. in Economics (1995)
- > University of Alabama Birmingham – Accounting Equivalency (2000)
- > American Institute of Certified Public Accountants
- > Alabama Society of Certified Public Accountants
- > Licensed to practice in: Alabama, Georgia, Kentucky, & the District of Columbia
- > Chairman of BKR International's Affordable Housing Practice Development Group

Work Experience:

- > Borland Benefield, F.C., 1989 to Present
- > SouthTrust Bank, 1008 to 1999
- > SunTrust Bank, 1987 to 1988

Specialization & Responsibilities:

- > Auditing, tax and attestation – over 20 years of experience
- > Management and supervision of client relations of various types with an emphasis on privately owned corporations, governmental entities and not-for-profit
- > Oversee application and compliance with established GAAP, FASB and GASB principles and standards for client base
- > Analyze accounting systems for internal control effectiveness
- > Assist clients in significant decision-making situations including cash flows, debt management and austerity issues
- > Oversee preparation of financial statements including statement disclosures
- > Consult with governing administrative bodies and boards of various clients

Personal:

- > Native of Fort Valley, Georgia
- > Citizen of Mountain Brook, AL for 14 years
- > Married to Tiffany Wells Polmatier; 2 daughters Mary Slayden (14) & Claudia (11) both attend Mountain Brook Schools (MBJH & MBE respectively)
- > Member St. Stephen's Episcopal Church
- > Hobbies include cycling, hiking, guitar and history

May 7, 2019

To the City Council
City of Mountain Brook, AL
Mountain Brook, AL 35223

Re: Mountain Brook Citizens Finance Committee

Dear Councilors,

Thank you for the opportunity to be considered for appointment to the Mountain Brook Citizens Finance Committee. It would be an honor to serve in this capacity as a 14 year citizen of the community.

I am a certified public accountant and shareholder at Borland Benefield, P.C. and just recently celebrated my 20th anniversary with the firm. Over those 20 years, a great deal of my focus has been on directing audits and providing consultation to cities and other governments whose annual budgets have ranged from \$4 million to well over \$100 million. I believe my professional experience uniquely qualifies me to provide insight on financial matters, internal controls and reporting for municipalities and local governmental entities such as the City of Mountain Brook.

I have attached a brief resume that includes my educational background, professional experience and some personal information about myself and family.

Please do not hesitate to contact me with any questions you may have. Thanks again.

Sincerely,

Charlie Polmatier

2019-069/70

RE: Hagood St Sidewalk Project - Developments

Steve Stine

11:33 AM (56 minutes ago)

to James, Fred, Hunter, me, Sam, Alicia, Whit

Outstanding! Jim, Fred and Councilor Williams, thanks so much for your help on moving forward this Project that will benefit both cities.

Steve B, on the Mountain Brook end, its City Council now needs to approve the attached, execution versions of the 3 Agreements: (i) ALDOT/City Construction TAP Grant Agreement; (ii) the Cost Sharing Agreement between the two cities just approved by the COB earlier today; and (iii) the Professional Services Agreement between Sain Engineering and Mt Brook. Perhaps these 3 Agreements can be considered at the next meeting of the Mountain Brook City Council on Monday night (May 13).

I am copying Alicia Bailey at Sain to update her on these developments. Alicia and Steve B, the Agreement between Mt. Brook and Sain is comprised of Sain's April 15 Proposal and the Addendum to Principal Agreement that I recently circulated. If the Mt. Brook/Sain Agreement is approved by the Mt. Brook City Council, both the Proposal and the Addendum will need to be signed.

Do not hesitate to contact me if anyone has questions or needs more information.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishospcolvin.com

From: Stanley, James C. [mailto:James.Stanley@birminghamal.gov]

Sent: Tuesday, May 7, 2019 10:47 AM

To: Steve Stine; Sam Gaston; Steve Boone

Subject: RE: Hagood St Sidewalk Project_Cost Sharing Agmt betw Mt Bk & COB. FINAL (RED)

Steve,

The Cost Sharing Agreement was approved by Birmingham's City Council this morning by a 7-0 vote. Please let me know when Mountain Brook has approved the Agreement so we can coordinate execution and the other post-approval actions.

Jim

James C. Stanley
Assistant City Attorney
Office of the City Attorney
City of Birmingham

2019-069/70

COST SHARING AGREEMENT BETWEEN CITIES OF MOUNTAIN BROOK & BIRMINGHAM

Sidewalk Addition Project - Hagood Street to Montclair Road
Transportation Alternatives Program Project # TAPBH-TA19(930)
CPMS Ref# 100069329 (the "Project")

The CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation, and the CITY OF BIRMINGHAM, ALABAMA ("Birmingham"), a municipal corporation, enter into this COST SHARING AGREEMENT BETWEEN CITIES OF MOUNTAIN BROOK AND BIRMINGHAM ("Cost Sharing Agreement"). Mountain Brook and Birmingham individually may be referred herein as a "Party" and collectively as "Parties."

WHEREAS, Act 1969-916 of the Acts of Alabama ("Act 1969-916") authorizes municipalities in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs of municipalities in the County;

WHEREAS, pursuant to the Act, the Parties desire to cooperate in undertaking the Project, which provides for construction of approximately 4000 linear feet of new sidewalk along Hagood Street (a public street connecting the municipal boundaries of both Parties) between Euclid Avenue (a public road predominantly lying in Mountain Brook) and Montclair Road (a public road in Birmingham);

WHEREAS, Hagood Street is a well-traveled and important connector that is regularly accessed and used by the citizens of both Birmingham and Mountain Brook;

WHEREAS, Mountain Brook and the State of Alabama, through the Alabama Department of Transportation ("ALDOT" or the "STATE") are contemporaneously entering a Construction Agreement for a Transportation Alternatives Program for the Project (the "ALDOT/MB Construction Agreement");

WHEREAS, ALDOT estimates the total cost of construction and expense for Construction, Engineering and Inspection services required on the Project to be approximately \$800,000 (the "Project Construction & CE&I Expense");

WHEREAS, the estimated Project Construction & CE&I Expense excludes the costs for professional design services, all sub-consultant services attendant to the Project, survey work, ADEM permitting, bidding and other assistance to Mountain Brook related to it contracting with the construction contractor for the Project (collectively the "Professional Services Expense");

WHEREAS, pursuant to the ALDOT/MB Construction Agreement, Transportation Alternatives Program ("TAP") funds of \$650,000 (or approximately 80% of the Project Construction & CE&I Expense, hereinafter the "Federal Funds") are available to defer the cost of constructing the Project if Mountain Brook agrees to bear approximately 20% of the Project

1
EXHIBIT A

APPENDIX 6

2019-069

Construction & CE&I Expense, and also retain a professional design firm and compensate them for the Professional Services Expense;

WHEREAS, for both Parties to benefit from the Project, Mountain Brook must agree with ALDOT to bear all Local Expense (as defined below);

WHEREAS, the total estimated Local Expense of the Project is not expected to exceed Two Hundred Eighty Thousand Dollars (\$280,000);

WHEREAS, Mountain Brook will execute the ALDOT/MB Construction Agreement if Birmingham enters into this Cost Sharing Agreement and agrees to reimburse Mountain Brook for up to \$140,000 of the total estimate Local Expense (the "Agreed Reimbursement Level");

WHEREAS, it is in the public interest of the Parties and their respective citizens to cooperate in the implementation of the Project as provided herein; and

WHEREAS, as is contemplated and authorized by Act 1969-916, the public interests of Mountain Brook and Birmingham are promoted by Mountain Brook entering the ALDOT/MB Construction Agreement, Mountain Brook retaining a design professional and paying the Professional Services Expense and Birmingham agreeing to reimburse Mountain Brook at the Agreed Reimbursement Level as the Project jointly benefits each of the two Parties and their citizens.

NOW WHEREFORE

In consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Birmingham and Mountain Brook agree as follows:

I. LOCAL EXPENSE: For purposes of this Cost Sharing Agreement, "Local Expense(s)" means any expense, cost or expenditure that Mountain Brook pays, incurs, suffers or expends for the Project following the Effective Date (as is defined below in Section IV) that is not covered by, or reimbursed to Mountain Brook through Federal Funds. Local Expense includes, but is not limited to, the local share of the Project Construction & CE&I Expense, all of the Professional Services Expense, and any other amount that Mountain Brook pays with respect to any invoice, bill or any other request, demand, action or claim by ALDOT that Mountain Brook owes ALDOT, the Department of Transportation, Federal Highway Administration ("FHWA") or any other governmental agency, entity or person a monetary sum or other obligation by reason of Mountain Brook entering the ALDOT/MB Construction Agreement. Local Expense does not include ordinary and usual expenses incurred by the employees, officials or the staff of either Party to administer this Agreement, to administer the ALDOT/MB Agreement, or that may be expended to secure approval of this Cost Sharing Agreement.

Nothing in this Section 1 or elsewhere in this Cost Sharing Agreement is intended to authorize Mountain Brook to pay any Local Expense unless and until the Parties have complied with the processes for approving payment of Local Expenses that is set forth in Section VII(ii) below.

2
EXHIBIT A

- II. IMPLEMENTATION OF PROJECT: The Project will be administered by ALDOT and the costs thereof will be financed, when eligible for Federal participation, on the basis of approximately 80% Federal Funds and approximately 20% local funds. Mountain Brook agrees to enter the ALDOT/MB Agreement and make the payments to ALDOT contemplated in such Agreements or incur other Local Expense, subject to the terms and covenants herein.
III. AGREED REIMBURSEMENT LEVEL. Birmingham agrees to reimburse Mountain Brook on an equal (i.e., 50%/50% basis) for the Local Expense that Mountain Brook incurs on the Project; provided that the total amount of such reimbursement payments authorized hereunder will not exceed \$140,000. If Mountain Brook incurs Local Expense greater than \$280,000 on this Project, Birmingham's City Council will in good faith consider approving an amendment to this Agreement providing that Birmingham reimburse Mountain Brook for 50% of the amount of Local Expense incurred by Mountain Brook that exceeds \$280,000.
IV. EFFECTIVE DATE: This Cost Sharing Agreement will become effective on the date on which the last of all of the following has occurred: (1) Birmingham's City Council has approved an ordinance authorizing Birmingham to enter into this Agreement; (2) Mountain Brook's City Council has passed a Resolution authorizing Mountain Brook to enter this Agreement; (3) the respective, duly authorized representatives of the Parties have executed this Agreement; (4) Mountain Brook has executed the ALDOT/MB Agreement; (5) Mountain Brook has entered an agreement with a qualified engineering firm providing that the Professional Services Expense for the Project will not exceed \$120,000; and (6) any other required action has been taken (the "Effective Date").
V. TERM. This Cost Sharing Agreement shall commence on its Effective Date and continue in effect for five (5) years thereafter or until Project is completed, whichever first occurs. If the Project is not completed by the end of this term, the Parties will engage in good faith negotiations to further extend this Agreement for the period required to complete the Project.
VI. ESTIMATED COSTS OF PROJECT. As of the Effective Date, the estimated costs of the Project are as follows:

Table with 6 columns: Type Expense, Total Est. Cost, Est. Federal Funds, Est. Local Expense, Est. Birm. Funding, Est. Mt. Bk. Funding. Rows include Construction & CE&I Expense and Professional Services Expense**.

3
EXHIBIT A

TOTAL	Up to		Up to	Up to	Up to
*	\$920,000	\$650,000*	\$280,000	\$140,000	\$140,000

* The ALDOT/MB Construction Agreement indicates that \$650,000 in federal funding is available to construct the Project, and that the local expense of construction (including CE&I services) will be \$150,000.

** The amounts in this row assume Mountain Brook pays no more than \$120,000 in fees for Professional Services furnished on the Project.

The Parties acknowledge and understand that the above amounts are estimates only. Mountain Brook will be responsible for paying the actual Local Expense incurred on the Project. (Section III above states the share and amount of Local Expense for which Birmingham will reimburse Mountain Brook.)

VII. PROCESS FOR APPROVING, PAYMENT AND REIMBURSEMENT OF MOUNTAIN BROOK FOR LOCAL EXPENSE.

- (i) Each Party will designate a senior level representative who will be responsible for administration of its responsibilities under this Agreement (the "Contract Administrator").
- (ii) Mountain Brook promptly will forward to Birmingham's Contract Administrator any invoices or other requests for payment of Local Expense that it receives from ALDOT or the design professional, and provide Birmingham advance written notice of any other Local Expense amount it anticipates spending or must be spent on the Project. Prior to any payment of those amounts by Mountain Brook, the Contract Administrators for each Party will consult and certify in writing that the invoiced amount or other amount that Mountain Brook intends to pay is proper and should be paid by Mountain Brook. Such consultation and certification shall occur not less than 10 days before any such payment is due.

If any dispute, disagreement or conflict arises between the Parties as to (a) the refusal or failure by Birmingham to certify or approve payment of a Local Expense by Mountain Brook or (b) whether Mountain Brook should make a Local Expense payment that it is required or requested by ALDOT, the design professional or other third party (collectively, a "Payment Dispute"), the Parties agree to resolve such Payment Dispute as follows. The Payment Dispute first shall be submitted to the Mayor of Birmingham and Mayor of Mountain Brook for consideration and potential resolution by those officials. If those officials do not resolve the Payment Dispute within twenty (20) days after submission to them, either

4
EXHIBIT A

Party may request that the Payment Dispute be submitted for resolution in a non-binding mediation before a neutral third party that is mutually acceptable to the Parties. The provisions of § 6-6-20, Code of Alabama, 1975, shall apply with respect to any such mediation, except that the expense of any such mediation shall be equally shared between the Parties and each Party shall be responsible for its own attorney fees and other costs in such mediation. If the Payment Dispute is not resolved by mediation, the dispute resolution process shall be litigation in Jefferson County Circuit Court; provided that, in any such litigation, each Party agrees to waive any right to a jury trial and the prevailing Party in any such litigation shall be entitled to recover from the other Party the reasonable attorney fees and any costs of court that the prevailing party incurs in that action.

- (iii) Following the above-described confirmation and certification or the resolution of a Payment Dispute determining that Mountain Brook should pay the Local Expense amount in dispute, Mountain Brook will pay the amounts due ALDOT under the ALDOT/MB Agreement, payable to the design professional or due others for any Local Expense and promptly notify Birmingham, in writing, upon making any such payment.
- (iv) Subject to the provisions in Section III above, no later than ten (10) days following each such payment, Birmingham will remit to Mountain Brook half of the amount of any Local Expense incurred by it. If requested by Birmingham, Mountain Brook will submit and deliver to Birmingham's Contract Representative an invoice evidencing the amount to be remitted by Birmingham.

VIII. DEFAULT. The Parties acknowledge and agree that any material breach, delay or other failure by either of them to perform their respective obligations hereunder is a default that will have a detrimental impact on the operations of the other Party (a "Default"). A Default hereunder includes, but is not limited to, any delay by Birmingham in reimbursing Mountain Brook for amounts payable by it hereunder or failure by Mountain Brook to timely pay ALDOT or any contractor retained with respect to the Project. In the event of a Default by either Party hereunder, the following understandings apply:

- (i) Default interest. Simple interest shall accrue on any delinquent amount payable by one Party to the other hereunder at the rate of 6% per annum until the delinquency is satisfied; and
- (ii) If the non-defaulting Party files litigation to enforce its rights hereunder and prevails in that proceeding, the defaulting Party shall reimburse the non-defaulting Party for all reasonable attorney's fees and costs of litigation that it incurs to remedy any such Default; and

5
EXHIBIT A

APPENDIX 6

- (iii) If the defaulting Party fails to cure the Default within sixty (60) days after receipt of written notice thereof from the non-defaulting Party, the non-defaulting Party, in addition to all other remedies available to it at law or provided herein, may terminate this Agreement effective immediately upon its provision of a second written notice.

IX. PURPOSE. This Agreement is entered into by the Parties for the purpose of defining their respective duties and the responsibilities with respect to the Project in order to best serve the interests of their respective citizens through the development of improved sidewalk infrastructure that will enhance the "walkability" of the surrounding areas, thereby providing benefits to the public including safety, mobility, and healthier communities.

X. MISCELLANEOUS.

- a. Each municipality shall duly appropriate and finance their anticipated respective costs for the Local Expense of the Project from whatever revenue sources they deem appropriate. The failure of either Party to make such appropriations shall not relieve Mountain Brook of its obligations to make payments for Local Expense due ALDOT under the ALDOT/MB Agreement or Birmingham of its obligation to pay and reimburse Mountain Brook for amounts owed and due it hereunder.
- b. Unless otherwise agreed in writing, the Parties expressly agree that, following the construction of the Project, neither of them assumes any risk or future liability, or any future responsibility for maintaining any portion of any Project improvement that is located outside their respective jurisdiction.
- c. Except as expressly provided in this Agreement, no Party shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- d. The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating a joint venture or the relationship of principal-agent or partnership between the Parties. The Parties agree that nothing contained in this Agreement, and no act of any Party, shall be deemed or construed to create any third-party beneficiary.
- e. Except as otherwise provided by law and as limited by this Agreement between the parties, any entity which contracts to perform or exercise any service or power shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the Agreement.
- f. This Agreement shall not take effect until it has been approved by the governing body of each Party. Approval shall be by adoption of an ordinance of general and permanent operation by Birmingham, or a Resolution by Mountain Brook.

6
EXHIBIT A

- g. This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.
- h. With respect to immigration law compliance, the Parties represent and warrant to the other that:
 - (i) they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Season-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act");
 - (ii) they will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations;
 - (iii) Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act; and
 - (iv) by signing this Agreement, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- i. If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.
- j. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama courts.
- k. As between the Parties, the Parties shall each be responsible for any and all liability resulting from the acts and/or omissions of their respective employees, officers, directors, agents and contractors. Neither Party shall be liable to the other for any liability resulting from the acts and/or omissions of the other Party's employees, officers, directors, agents and contractors. The Parties and their respective officers and employees shall not be

7
EXHIBIT A

deemed to assume any liability for the acts, omissions, and negligence of the other Party or its respective officers and employees.

l. Mountain Brook agrees to cause its general contractor release, save, hold harmless and indemnify the Parties, and their respective elected officials, officers, agents, servants and employees, from and against any and all claims, loss, damage, liability or expense, on account of damage to property and injuries, including death, to all persons arising from the construction of the Project, arising from breach or default in the performance of any obligation of the construction contract and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action against the Parties, or their respective elected officials, officers, agents, servants and employees, by reason of any such claim. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Parties and their respective elected officials, officers, agents, servants and employees, against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the Project. The foregoing indemnity obligation shall survive the completion of the Project.

m. Nothing contained herein shall be construed to waive the necessity of a Party complying with the terms and conditions of applicable ordinances or regulations or as conflicting with the responsibilities of either Party under any applicable local, State or Federal law, or as limiting the rights of either Party to take appropriate action pursuant to such laws or regulations. Furthermore, this Agreement is not intended to expand or contract the regulatory authority of either Party or any other public agency. All existing regulatory matters of jurisdiction and exemptions from such jurisdiction under all federal and state laws and regulations remain in full force and effect.

n. Mountain Brook acknowledges and agrees that Birmingham, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of Birmingham's business, economic and community revitalization programs.

o. During the performance of this Agreement, the Parties agree as follows:
(1) The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Parties will take action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places,

8 EXHIBIT A

q. Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of any Party hereto under applicable law.
r. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.
s. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modifications hereof shall be effective unless executed in writing by duly authorized personnel of the Parties. All previous communications between the Parties, whether verbal or written, with reference to the subject matter hereof are hereby superseded by this Agreement.

(Signature Page Follows)

10 EXHIBIT A

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) In the event of Mountain Brook's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and Mountain Brook may be declared ineligible for further municipal contracts with Birmingham.

p. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate Party at the following addresses or to any other person at any other address as may be designated in writing by a Party:

To Mountain Brook:
City of Mountain Brook
P. O. Box 130009
56 Church Street
Mountain Brook, AL 35213
Attention: Sam Gaston, City Manager

Copy to:
Steve Stine
Bishop, Colvin, Johnson & Kent, LLC
1910 First Avenue North
Birmingham, Alabama 35203

To Birmingham:
City of Birmingham
Mayor's Office
710 20th Street North, 3rd Floor
Birmingham, AL 35203

Copy to:
City Attorney
City of Birmingham
710 20th Street North, 6th Floor
Birmingham, AL 35203
Attention: James C. Stanley.

9 EXHIBIT A

APPENDIX 6

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as reflected below.

CITY OF BIRMINGHAM, ALABAMA

Date: _____ BY: Randall Woodfin, Mayor

ATTEST:
Lee Frazier, City Clerk

APPROVED AS TO FORM

Assistant City Attorney / Date

CITY OF MOUNTAIN BROOK, ALABAMA

Date: 5/13/2019 BY: Stewart Welch, Mayor

ATTEST:
City Clerk

11 EXHIBIT A



April 15, 2019

Mr. Sam Gaston
City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Two Parklane Park South
Suite 202 One
Birmingham, Alabama 35213
Telephone: (205) 948-4400
www.sain.com

SUBJECT: Proposal for Engineering Services for Hogood Street TAP Project
Mountain Brook, Alabama
Sain Project No. 18-0079

Dear Sam:

We are pleased to submit this proposal for engineering services related to designing sidewalk improvements along Hogood Street. The following is a summary of our general understanding of the project, along with our proposed scope of services.

GENERAL PROJECT UNDERSTANDING

The following understanding is based on the December 7, 2017, Transportation Alternatives Program (TAP) application prepared by Sain Associates and the City of Mountain Brook, as well as conversations held with Mountain Brook, Birmingham, and ALDOT.

- The City of Mountain Brook has received a TAP grant to complete the project, and review of this project will flow through ALDOT, as well as the City. The City of Mountain Brook will prepare an agreement with the City of Birmingham for splitting the costs of the project.
- Our experience with TAP grants has involved two separate reviews with ALDOT, rather than their more extensive review process, and we have scoped this proposal as such.
- The primary project team will consist of Sain Associates for surveying and engineering design, MRS Consultants, Inc. for the Phase I cultural resources survey, and Shate Environmental Associates, Inc. for other environmental surveys.
- The proposed scope of services is topographic survey, environmental studies and preparation of a project environmental document, engineering design, and permitting with the City, ALDOT, and ADEM.
- The intent of the project will be to construct a 5' sidewalk along the shoulder of Hogood Street, between its intersections with Euclid Avenue and Montclair Road.
- The intent is to construct the sidewalk within both cities' right-of-way. A large part of the corridor has existing valley gutter. Where practical, a 2' buffer will be installed between the valley gutter and the sidewalk to protect pedestrians. In areas where right-of-way is limited, new curb and gutter and storm drainage will be installed and the sidewalk will be installed at the back of curb.
- The sidewalk installation will have impact to adjacent properties, but the impact is expected to remain within the City's right-of-way.
- Markers in conflict with this sidewalk installation will be moved to the back side of the sidewalk and disturbed areas will be sodded.
- The construction of the project will require lane closures and disruption to driveways. Access to properties will be maintained and driveway construction will be coordinated with the property owners.

Engineering Better Communities
EXHIBIT B

2019-069

APPENDIX 6

Hogood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 2



- Potential utility conflicts exist along the corridor, including power poles, a fire hydrant and water valve, and a telephone pedestal. In the design process, Sain will attempt to avoid impacts to these utilities and will coordinate with affected utility owners. However, in the event that utility relocations are necessary, Sain will coordinate with affected owners to include any relocation plans to be prepared by the owner. Sain's design of utility relocations is not included within this scope, but may be provided under a supplemental agreement if requested by the City.
- Sain will prepare contract documents for the project, and will assist with advertising and bidding the project. ALDOT specifications will be utilized as the technical specifications for the work, and all bids received for the project will need to be reviewed by ALDOT.
- If desired by the City, Sain will be available to perform Construction Engineering and Inspection (CEI) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.
- This project will require an NPDES permit from ADEM if disturbance exceeds 1 acre. We will coordinate with the City for an NPDES permit to be issued to the City, and our plans will require the contractor to transfer that permit into his name before construction begins.
- We will prepare an NPDES Stormwater Pollution Prevention Package for submission to ADEM if disturbance exceeds 1 acre. We will coordinate this submission with the City as the Permittee. ADEM requires the Permittee to create an account on their website, and we will assist you through this process if needed.

SCOPE OF SERVICES

Sain Associates will provide the following scope of services:

I. Topographic Survey

The survey has already been performed along Hogood Street beginning at the intersection of Hogood Street and Euclid Avenue to the intersection of Hogood Street and Greenbriar Circle along the west side of the road. This work was performed as a part of the contract for the Mountain Brook APPLE Study.

We will perform a topographic survey along Hogood Street beginning at the intersection of Hogood Street and Greenbriar Circle. The survey area will run northwesterly along Hogood Street for approximately 3,200 feet to the intersection of Hogood Street and Montclair Road. The survey limits starting at Greenbriar Circle and ending just north of Dunston Avenue will extend 60 feet either side of the centerline of Hogood Street; this segment of the corridor is approximately 1,400 feet in length. Continuing north along Hogood Street for approximately 1,200 in length, this segment of the corridor will end just south of Gladstone Avenue and the survey limits will extend 60 feet to the west from the centerline of Hogood Street and to the east 10 feet beyond the east edge of pavement of Hogood Street. Continuing north along Hogood Street for approximately 600, this segment of the corridor will end on the south edge of Montclair Road and the survey limits will extend 60 feet either side of the centerline of Hogood Street. From the intersection of Dunston Avenue and Hogood Street the survey will extend east along Dunston Avenue for approximately 175 feet and will extend 50 feet either side of the centerline of Dunston Avenue. From the intersection of Gladstone Avenue and Hogood Street the survey will extend east along Gladstone Avenue for approximately 175 feet and will extend 50 feet either side of the centerline of Gladstone Avenue. Along the existing sidewalk on the south side of Montclair Road our survey limits will begin at the south edge of pavement and extend 20 feet southward from the south edge of pavement for 150 feet to the east and to the west of the centerline of Hogood Street. (See the attached Survey Limit Map)

Contours will be shown at 1-foot intervals and based on USGS datum (NAVD 88) derived from GPS observations. Spot elevations will be shown in flat areas. Benchmarks and Horizontal Control

Engineering Better Communities
EXHIBIT B

Hogood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 3



Points will be set at intervals of approximately 500 feet along the survey corridor. We will show visible utilities and subsurface utilities as marked by utility companies or as shown on maps. We will coordinate with Alabama One Call requesting all subsurface utilities situated in public right-of-way marked to enable an accurate location and depiction of the subsurface utilities. Alabama One Call does NOT mark any utilities that are within the limits of private property. It is the responsibility of the client to coordinate with a private line locator to have any subsurface utilities within the limits of private property, to be located by Sain Associates, marked prior to our arrival. Please be aware that Alabama One Call is often slow to respond to survey tickets and often do not respond at all. Sain will place a maximum of two locate tickets for each locate area along the survey corridor, five days after the second locate has been placed. If the underground utilities have been marked by Alabama One Call, a utility note will be placed on the survey stating why no underground utilities are shown on the survey. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, and paved areas. Landscaped areas and tree lines will be shown on survey. Individual shrubs and trees will NOT be shown on survey.

We will locate property corners in order to establish the right of way along the survey corridor. The present right of way as determined by found monumentation will be shown on the survey. No missing or calculated property corners will be set. This scope and fee does not include preparing tract sketches and legal descriptions for any potential right of way acquisitions and/or temporary construction easements for the properties located along the corridor.

Survey Exclusions

This survey is not to be construed as an ALTA/NSPS Land Title Survey. This is not a boundary survey. No easements, liens, encumbrances, or other items that might be revealed in a Land Title search will be researched, shown or located. No subsurface utility locations, other than the locations listed in the above scope of work, will be researched or shown. Right-of-way or temporary construction easement acquisition is not anticipated as a part of this project, so tract sketches, deeds will not be prepared. The above services are excluded from this proposal but can be provided if deemed necessary and requested by you.

II. Environmental Document

Sain Associates will prepare a PCEI Document (Programmatic Categorical Exclusion Level 1) and will team with MRS Consultants, LLC, and Shate Environmental Services, Inc. to complete the environmental studies that will be necessary for inclusion within the document. Due to the fact that right-of-way acquisitions and/or temporary construction easements are not anticipated, it is likely that a PCEI (Programmatic Categorical Exclusion Level 2) will not be required and is therefore, excluded from this scope. In the event it is determined a more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. The PCEI document shall consist of evaluating:

1. Project Purpose
2. Right-of-Way
3. Streams/Wetlands/Waterway/Coastal Zone (see attached Shate Environmental Services, Inc. proposal)
4. Roadside/Right-of-Way
5. Threatened/Endangered Species (see attached Shate Environmental Services, Inc. proposal)
6. Cultural Resources (see attached MRS Consultants, LLC. proposal)
7. Hazardous Materials (see attached Shate Environmental Services, Inc. proposal)

Engineering Better Communities
EXHIBIT B

Hagood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 4



- 8. Environmental Commitments
- 9. Bicycle and Pedestrian Accommodations

III. Construction Documents

The construction plans will include the following, which are typically required for ALDOT approval: Title Sheet, Index/Standard Drawings Sheet, Geometric Control Sheet, Typical Sections, Project Notes, Quantities, Layout Plan, Roadway Profiles (if necessary), Striping Plan, Traffic Control Plan, Erosion Control Plan, Drainage Profiles, Cross Sections (at 50' spacing), Utility Relocation Plans (if provided by utility owners), and Details. We will reference ALDOT technical specifications in our design.

We will submit our design plans to and coordinate with the City of Mountain Brook, ALDOT, and ADEM (if necessary) regarding the proposed improvements. We have included time to make reasonable plan revisions if required by governing authority review. We do not anticipate any public hearings and have excluded this coordination or attendance at any public meetings. If the disturbance is over 1 acre, we will prepare the required submittal package to ADEM for issuance of an NPDES permit. We will coordinate with the City for this submittal, and we will address comments as needed to obtain approval. We will coordinate with respective utility companies for adjustments of existing utilities impacted by this project.

We will also coordinate with ALDOT for approval of this TAP project, which we anticipate will involve two separate submittal packages, as on other TAP projects we have done in the past. Should ALDOT require a more extensive review, we may submit a supplemental proposal for this process.

IV. Contract Documents, Advertising and Bidding

Sain will prepare contract documents necessary for the project. It is expected that the City will furnish the standard documents typically used for bidding City funded projects. If the City does not have preference or cannot provide their standard templates for the contract documents, we will utilize the Engineers Joint Contract Documents Committee (EJCDC) or the American Institute of Architects (AIA) standard documents for the front end documents, contract, and general conditions. The ALDOT specifications will be utilized as the technical specifications for the work. Sain will prepare any required special conditions for insertion into the contract documents.

Sain will prepare an advertisement for bids to be advertised in newspapers. To satisfy state bid law, the project will be advertised in three newspapers of general circulation throughout the state for three weeks each. As part of this task, Sain will respond to contractor's requests for information (RFIs), conduct a Pre-bid meeting if needed, attend the bid opening, tabulate and review the bids to then recommend awarding the contract.

EXCLUSIONS

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: the cost of filing fees for permits and approvals; public meetings or zoning activities; geotechnical studies; permitting not specifically included within this scope; design of utility relocations; site lighting design; retaining wall design; traffic impact studies; boundary surveys; plating and/or subdivision coordination; construction stakeout; sanitary sewer lift station design; full time CEM (inspections); stormwater inspections during construction; or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

Engineering Refer: P-Numbers

EXHIBIT B

Hagood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 5



Sincerely,

SAIN ASSOCIATES, INC.

Alicia Bailey
Alicia Bailey, P.E.
Infrastructure Team Leader
Alabama License No. 26339

OFFERED:
SAIN ASSOCIATES, INC.
BY: James A. Majors / President / AL No. 17294

James A. Majors
Signature of Authorized Representative

Date: April 12, 2019

ACCEPTED:
CITY OF MOUNTAIN BROOK

Stewart Welch III
Signature of Authorized Representative

Date: 5/13/2019

Enclosures:
Sain Terms & Conditions (each, 2019)
Survey Exhibit
MRS Consultants, LLC, Scope and Fee
Brate Environmental Services, Inc. Scope and Fee

Engineering Refer: P-Numbers

EXHIBIT B

Hagood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 5



FEES

We propose to provide the above described services based on the following fee schedule:

I. Topographic Survey	\$ 20,740
II. Environmental Document	\$ 12,650
III. Construction Documents	\$ 81,590
IV. Contract Documents, Advertising and Bidding	\$ 5,000

Total Estimated Budget (LUMP SUM) \$120,000

PROCEDURES FOR CHANGES IN SCOPE OF WORK

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain without your authorization.

TERMS AND CONDITIONS

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

PROPOSAL LIMITATIONS

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

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-05(f).

SCHEDULE

We are prepared to begin immediately upon your approval of this agreement.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

labor:	
Principal	\$180.00 - \$200.00 per Hour
Engineer/Planner	\$75.00 - \$150.00 per Hour
Old Professional	\$110.00 per Hour
Designer	\$82.00 - \$117.00 per Hour
Surveyor	\$73.00 - \$120.00 per Hour
Survey Crew (1-Person)	\$70.00 per Hour
Survey Crew (2-Person)	\$140.00 per Hour
Survey Crew (3-Person)	\$210.00 per Hour
Survey Crew (Overtime, Holidays - 2-Person)	\$180.00 per Hour
Survey Crew (Overtime, Holidays - 3-Person)	\$220.00 per Hour
Survey Fee Team	\$150.00 per person per Night
Administrative Support	\$40.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment
To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amount due Sain Associates, Inc. shall include a charge of the rate of 1.5% per month from said month (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under the agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ on unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under the Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under the Agreement or otherwise, in connection with Sain's services.

Responsibility of the Client

Client shall provide all criteria and full information as to his requirements for the project, including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant, including Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, competitive bidding or market conditions, utility conflicts or right-of-way acquisition, agency approved lines or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Job-site Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media

Copies of documents that may be sent upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any consultation or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of the assignment.

Engineering Refer: P-Numbers

EXHIBIT B

APPENDIX 6

Hagood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 8



Unleashing Remedies
Liability of remedies of San Associates, Inc. resulting from errors, omissions, or the negligence of San Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution
Client and San Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irretrievably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent act, error or omission. In the event claims, losses, damages or expenses are covered by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure
Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

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

Ownership of Documents
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be of Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2019

Project Description
The project consists of the installation of a water treatment plant (WTP) and associated infrastructure, including a distribution system, at the Hagood Street TAP Project site in Mountain Brook, Alabama. The project is to be completed in two phases. Phase 1 includes the construction of the WTP and associated infrastructure. Phase 2 includes the construction of the distribution system.

Project Location
The project is located at the intersection of Hagood Street and Mountain Brook Road in Mountain Brook, Alabama. The project site is approximately 100 acres in size and is currently undeveloped.

Project Schedule
The project is scheduled to begin construction in the summer of 2019 and is expected to be completed by the end of 2020. The project schedule is subject to change based on weather conditions and other factors.

Project Budget
The project budget is estimated to be approximately \$10 million. The budget is subject to change based on market conditions and other factors.

Project Risks
The project is subject to several risks, including weather conditions, construction delays, and cost overruns. The project team will monitor these risks and take appropriate action to mitigate them.

Project Contacts
The project manager is John Doe, who can be reached at (205) 555-1234. The project engineer is Jane Smith, who can be reached at (205) 555-5678.

Hagood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 10



Engineering Better Partnerships
EXHIBIT B

Hagood Street TAP Project
City of Mountain Brook
April 15, 2019
Page 9



SURVEY EXHIBIT



Engineering Better Partnerships
EXHIBIT B

APPENDIX 6

ADDENDUM TO PRINCIPAL AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SAIN ASSOCIATES INC.

This ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Sain Associates, Inc. ("the Contractor") for engineering services dated April 15, 2019 (the "Principal Agreement") is entered concerning Sain Project 18-0079 and that certain Transportation Alternatives Program Project # TAPBH-TA19(930) CPMS Ref# 100069329 (the "Project").

This Addendum is a part of the Principal Agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in it, particularly to the extent the conflicting or inconsistent terms or provisions 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. This 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 express approval of its 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.
 - B. "The (this) Principal 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 in consideration it will provide in exchange therefor.
 - C. "The Contractor" refers to the person, firm, or other legal entity that enters into an 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.

Page 1 of 3

EXHIBIT E

- 2. **Mediation; Alternate Dispute Resolution.** The City agrees to mediate disputes or to engage in alternate dispute resolution (ADR) if mediation or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
- 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 from litigation or resolution of disputes arising under the Principal Agreement 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 at a rate higher than two-thirds of one percent per month (eight percent per annum), and bills rendered to the City for goods, materials and services 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 subject to late payment charges pending resolution of the dispute.
- 5. **Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** Notwithstanding any provision in the Principal Agreement, 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 that Agreement or the performance or nonperformance of its responsibilities thereunder; 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 Principal Agreement, and void.

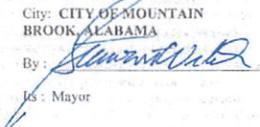
Page 2 of 3

EXHIBIT B

- 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 Principal 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. **Effective Date:** Notwithstanding any provision in the Principal Agreement or other understanding between the parties, neither it nor this Addendum shall become effective until the City Councils for the City and City of Birmingham, Alabama have approved that certain Cost Sharing Agreement between them concerning the Project and same has been executed by their duly authorized officials, and the City has entered that certain Construction Agreement between it and State of Alabama for the Project.

DATED this 13th day of May, 2019.

Contractor: SAIN ASSOCIATES, INC. City: CITY OF MOUNTAIN BROOK, ALABAMA

By: _____ By: 

Its: _____ Its: Mayor

Page 3 of 3

EXHIBIT B

APPENDIX 6



ALABAMA
DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION
OFFICE OF REGIONAL ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 32345
BIRMINGHAM AL 35218-2348
TELEPHONE: (205) 327-4952



John R. Cooper
Transportation Director

January 4, 2019
Honorable Stewart H. Welch, III, Mayor
City of Mountain Brook
55 Church Street
Mountain Brook, Alabama 35213

RE: TAPBH-TA19(030)
Hagood Street Sidewalk
Project Reference Number: 100069329
City of Mountain Brook
Jefferson County

Dear Mayor Welch,

Please find attached a supplemental funding agreement between The State of Alabama and the City of Mountain Brook. This agreement is to obligate funds for construction and engineering inspection on the above-referenced project.

In order to execute this agreement it must be signed by the Mayor with the City seal affixed. In addition, the attached resolution must be completed authorizing the Mayor to be the signatory on behalf of the City. After this agreement is executed by the City please return to this office for Regional authorization.

Should you have questions or need additional information, please contact this office.

Sincerely,
DeJarvis Leonard, P.E.
Region Engineer

Jesse P. Miller Jr.

Jesse P. Miller, Jr., P.E.
County Transportation Engineer
East Central Region-Birmingham Area

DUGMB /JPM/SJ/cm
attachment
pc file

2019-070

2019-070

CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOUNTAIN BROOK
Jefferson County

Project No. TAPBH-TA19(930)
CPMS Ref# 100069329
Hagood Street Sidewalk

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalks and pedestrian improvements along Hagood Street from Euclid Avenue to Montclair Road; Project# TAPBH-TA19(930); CPMS Ref# 100069329;

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. Cost for the project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds, based on the contract as let price plus CE&I or the estimated costs below, whichever is lower. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an overrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	\$ 650,000.00
City Funds	\$ 150,000.00
TOTAL (Incl CE&I)	\$ 800,000.00

APPENDIX 7

2019-070

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

APPENDIX 7

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By: Steven Boone
City Clerk (Signature)
Steven Boone
Type Name of Clerk
(AFFIX SEAL)

City of Mountain Brook, Alabama
By: Stewart Welch III
As Mayor (Signature)
Stewart Welch III
Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer
STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

Jehn R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA



RESOLUTION NUMBER 2019-070

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks and pedestrian improvements along Hagood Street from Euclid Avenue to Montclair Road; Project# TAPBH-TA19(939); CPMS Ref# 100069329;

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 13th day of May, 2019, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

Signature of Steven Boone, City Clerk

Signature of Mayor Stewart Welch III

City Clerk Steven Boone

Mayor Stewart Welch III

13th day of May, 2019, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 13th day of May, 2019.

Signature of Steven Boone, City Clerk

City Clerk



APPENDIX 7

STD CONTRACT EXHIBITS REV. 9/19/16

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

STD CONTRACT EXHIBITS REV. 9/19/16

EXHIBIT B

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H
Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Relevant Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H
Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY's obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

APPENDIX 7

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H
Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

c. Sanctions for Noncompliance

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. **Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. **Disabilities** - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H
Page 5

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workers' compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITY'S CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subcontracts shall certify and disclose accordingly.

APPENDIX 7

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owes all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL: 
CHIEF ENGINEER

APPROVAL: 
TRANSPORTATION DIRECTOR

November 1, 2017
DATE

1-20

Rev. 10/2017

2019-071

Per Edge Road Interlock
City of Houston
Item: 11.31.19

From the intersection of Five Ridge Road and Five Ridge Lane the survey will extend east along Five Ridge Lane to 50 feet. The survey coverage will run from the north Right-of-Way of Five Ridge Lane to the south Right-of-Way of Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane the survey will extend north along Overbrook Road for 150 feet and south along Overbrook Road for 150 feet. The survey coverage will run from the northeast Right-of-Way of Overbrook Road to the southwest Right-of-Way of Overbrook Road.

The scope of work for the above title will include the following:
Pins to be required work per survey center notification letters will be sent to any property owner lying within the project corridor.

A basic control survey will be performed to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, the project corridor will be surveyed to determine the location of all existing utility lines. The survey control will be based on the Texas Coordinate System (MADONN) and based on the Texas State Plane North Zone. The survey will be performed to determine the location of all existing utility lines. The survey will be performed to determine the location of all existing utility lines.

Survey will be shown including top and street elevations as well as type and size of pipe. Visible improvements will be shown including building, walk, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. These notes will be included on the survey. The survey will be shown in pink on the plan. The survey will be shown in pink on the plan. The survey will be shown in pink on the plan.

Utility records request will be made to the Aldermen 811 Call system to locate underground utilities within the project corridor. The survey will be performed to determine the location of all existing utility lines. The survey will be performed to determine the location of all existing utility lines. The survey will be performed to determine the location of all existing utility lines.

Locations connected with the Aldermen 811 Call system often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility location information with the Aldermen 811 Call system often refuses to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility location information with the Aldermen 811 Call system often refuses to mark underground utilities lying outside the limits of public Right-of-Way.

Underground utilities are not marked within the city of the second borel marked or they will be shown on the survey using the 811 ticket number and the unmarked area that the ticket covers. The survey will be performed to determine the location of all existing utility lines. The survey will be performed to determine the location of all existing utility lines. The survey will be performed to determine the location of all existing utility lines.

We will perform the necessary continuous research on the subject matter property corners within the project corridor. When available the survey will show corner, deed book, and page number(s) from the deed record needed as well as any property monumentation located for that tract.

TABLE 2. ENVIRONMENTAL DOCUMENT
An HWA scoping meeting for the proposed project was conducted on June 21, 2018. During that meeting, HWA and ADOJ concurred that a Categorical Exclusion (CE) would be appropriate for the

meeting. HWA and ADOJ concurred that a Categorical Exclusion (CE) would be appropriate for the meeting. HWA and ADOJ concurred that a Categorical Exclusion (CE) would be appropriate for the meeting. HWA and ADOJ concurred that a Categorical Exclusion (CE) would be appropriate for the meeting.

SAIN ASSOCIATES

Per Edge Road Interlock
City of Houston
Item: 11.31.19

of any things. Sam and the City have agreed to include the right-of-way services from the scope and to locate them with a supplemental agreement in the future. Once the number of additional services is determined, the supplemental agreement will be executed in the future.

Additional services will be provided with the supplemental agreement in the future. Once the number of additional services is determined, the supplemental agreement will be executed in the future. Additional services will be provided with the supplemental agreement in the future.

Potential utility conflicts exist along the corridor, including power poles, a sanitary sewer line, and water lines, hydrant and meters. In the design process, Sam will attempt to avoid impacts to these utilities and will coordinate with affected utility owners. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts.

Sam will coordinate with affected utility owners to resolve the impacts. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts. Sam will coordinate with affected utility owners to resolve the impacts.

Standard drawing has not been included in this scope and would need to be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

ADOJ will be provided with the supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

If required by the City, Sam will be available to perform Construction Engineering and Inspection (CEI) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.

TABLE 1. TOPOGRAPHIC AND RIGHT-OF-WAY SURVEY
The City of Houston is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

SAIN ASSOCIATES

Per Edge Road Interlock
City of Houston
Item: 11.31.19

project. In the event it is determined to more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. The Categorical Exclusion document (CE) must be completed.

Additional services will be provided with the supplemental agreement in the future. Once the number of additional services is determined, the supplemental agreement will be executed in the future. Additional services will be provided with the supplemental agreement in the future.

Potential utility conflicts exist along the corridor, including power poles, a sanitary sewer line, and water lines, hydrant and meters. In the design process, Sam will attempt to avoid impacts to these utilities and will coordinate with affected utility owners. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts.

Sam will coordinate with affected utility owners to resolve the impacts. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts. Sam will coordinate with affected utility owners to resolve the impacts.

Standard drawing has not been included in this scope and would need to be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

ADOJ will be provided with the supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

If required by the City, Sam will be available to perform Construction Engineering and Inspection (CEI) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.

TABLE 1. TOPOGRAPHIC AND RIGHT-OF-WAY SURVEY
The City of Houston is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

SAIN ASSOCIATES

Per Edge Road Interlock
City of Houston
Item: 11.31.19

project. In the event it is determined to more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. The Categorical Exclusion document (CE) must be completed.

Additional services will be provided with the supplemental agreement in the future. Once the number of additional services is determined, the supplemental agreement will be executed in the future. Additional services will be provided with the supplemental agreement in the future.

Potential utility conflicts exist along the corridor, including power poles, a sanitary sewer line, and water lines, hydrant and meters. In the design process, Sam will attempt to avoid impacts to these utilities and will coordinate with affected utility owners. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts.

Sam will coordinate with affected utility owners to resolve the impacts. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts. Sam will coordinate with affected utility owners to resolve the impacts.

Standard drawing has not been included in this scope and would need to be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

ADOJ will be provided with the supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

If required by the City, Sam will be available to perform Construction Engineering and Inspection (CEI) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.

TABLE 1. TOPOGRAPHIC AND RIGHT-OF-WAY SURVEY
The City of Houston is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

SAIN ASSOCIATES

Per Edge Road Interlock
City of Houston
Item: 11.31.19

project. In the event it is determined to more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. The Categorical Exclusion document (CE) must be completed.

Additional services will be provided with the supplemental agreement in the future. Once the number of additional services is determined, the supplemental agreement will be executed in the future. Additional services will be provided with the supplemental agreement in the future.

Potential utility conflicts exist along the corridor, including power poles, a sanitary sewer line, and water lines, hydrant and meters. In the design process, Sam will attempt to avoid impacts to these utilities and will coordinate with affected utility owners. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts.

Sam will coordinate with affected utility owners to resolve the impacts. However, in the event that utility impacts do occur, Sam will coordinate with affected utility owners to resolve the impacts. Sam will coordinate with affected utility owners to resolve the impacts.

Standard drawing has not been included in this scope and would need to be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

ADOJ will be provided with the supplemental agreement. The supplemental agreement will be provided under a supplemental agreement. The supplemental agreement will be provided under a supplemental agreement.

If required by the City, Sam will be available to perform Construction Engineering and Inspection (CEI) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.

TABLE 1. TOPOGRAPHIC AND RIGHT-OF-WAY SURVEY
The City of Houston is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council. The City of Houston Aldermen Council is the City of Houston Aldermen Council.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend south along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane. The survey will extend north along Five Ridge Road to 50 feet beyond the intersection of Five Ridge Road and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend east along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

From the intersection of Five Ridge Road and Five Ridge Lane, the survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane. The survey will extend west along Five Ridge Lane to 50 feet beyond the intersection of Five Ridge Lane and Five Ridge Lane.

SAIN ASSOCIATES

SAIN ASSOCIATES

APPENDIX 8

SAIN ASSOCIATES

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
1. SCOPE OF SERVICES
2. TERM OF AGREEMENT
3. COMPENSATION
4. INDEMNIFICATION
5. ASSIGNMENT
6. FORCE MAJEURE
7. ENTIRE AGREEMENT
8. NOTICE
9. SEVERABILITY
10. GOVERNING LAW
11. DISPUTE RESOLUTION
12. HEADINGS
13. INTERPRETATION

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
14. ASSIGNMENT
15. FORCE MAJEURE
16. ENTIRE AGREEMENT
17. NOTICE
18. SEVERABILITY
19. GOVERNING LAW
20. DISPUTE RESOLUTION
21. HEADINGS
22. INTERPRETATION

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
23. ASSIGNMENT
24. FORCE MAJEURE
25. ENTIRE AGREEMENT
26. NOTICE
27. SEVERABILITY
28. GOVERNING LAW
29. DISPUTE RESOLUTION
30. HEADINGS
31. INTERPRETATION



Table with multiple columns and rows, likely a schedule or list of items. Includes a 'TOTALS' row at the bottom.

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
1. SCOPE OF SERVICES
2. TERM OF AGREEMENT
3. COMPENSATION
4. INDEMNIFICATION
5. ASSIGNMENT
6. FORCE MAJEURE
7. ENTIRE AGREEMENT
8. NOTICE
9. SEVERABILITY
10. GOVERNING LAW
11. DISPUTE RESOLUTION
12. HEADINGS
13. INTERPRETATION

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
14. ASSIGNMENT
15. FORCE MAJEURE
16. ENTIRE AGREEMENT
17. NOTICE
18. SEVERABILITY
19. GOVERNING LAW
20. DISPUTE RESOLUTION
21. HEADINGS
22. INTERPRETATION

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
23. ASSIGNMENT
24. FORCE MAJEURE
25. ENTIRE AGREEMENT
26. NOTICE
27. SEVERABILITY
28. GOVERNING LAW
29. DISPUTE RESOLUTION
30. HEADINGS
31. INTERPRETATION



Table with multiple columns and rows, likely a schedule or list of items. Includes a 'GRAND TOTAL FEES' row at the bottom.

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
1. SCOPE OF SERVICES
2. TERM OF AGREEMENT
3. COMPENSATION
4. INDEMNIFICATION
5. ASSIGNMENT
6. FORCE MAJEURE
7. ENTIRE AGREEMENT
8. NOTICE
9. SEVERABILITY
10. GOVERNING LAW
11. DISPUTE RESOLUTION
12. HEADINGS
13. INTERPRETATION

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
14. ASSIGNMENT
15. FORCE MAJEURE
16. ENTIRE AGREEMENT
17. NOTICE
18. SEVERABILITY
19. GOVERNING LAW
20. DISPUTE RESOLUTION
21. HEADINGS
22. INTERPRETATION

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS
23. ASSIGNMENT
24. FORCE MAJEURE
25. ENTIRE AGREEMENT
26. NOTICE
27. SEVERABILITY
28. GOVERNING LAW
29. DISPUTE RESOLUTION
30. HEADINGS
31. INTERPRETATION



Table with multiple columns and rows, likely a schedule or list of items. Includes a 'GRAND TOTAL FEES' row at the bottom.

MRS Consultants, LLC.

Cultural Resource Specialists Phase I Assessments Section 106 Compliance

May 23, 2018

Alicia Budy
Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35213

Re: Phase I Cultural Resources Survey for the Pine Ridge Road Sidewalk Study Area from Overbrook Road to Old Leeds Road, City of Mountain Brook, Jefferson County, Alabama

Dear Alicia:

Thank you for contacting MRS Consultants, LLC regarding the above referenced project. A visit proposal is attached for MRS to conduct a Phase I cultural resources assessment survey for the proposed project. The project involves a proposed sidewalk along one side of Pine Ridge Road, although the intersection at Overbrook Road and Old Leeds Road will include crosswalks to the opposite side of the street. The survey area includes a linear corridor measuring roughly one mile in length and approximately 100 feet wide (from the centerline of the roadway). All phases of the research will be conducted in compliance with the guidelines set forth by the Alabama Historical Commission (AHC) and will consider both archaeological and historic structural resources in the study area, as well as historic resources that may exist in the surrounding Area of Potential Effect (APE).

This contract will entail a Phase I cultural resources assessment of the survey area. There will be three general stages to this project: 1) Background Research; 2) Field Research; and 3) Analysis and Reporting. Following is a brief description of each stage of research.

Stage 1: This stage of research includes the background research conducted before the field investigation. Background research will be conducted to identify any known cultural resources within the study area, especially archaeological sites, cemeteries, historic structures, and historic communities. This research will also serve to identify the potential for such resources. Several sources will be consulted during the research, including but not necessarily limited to the Alabama State Site File (ASSF), the National Register of Historic Places (NRHP), the Alabama Register of Landmarks & Heritage (ARLH), and the Online Archaeological GIS website for Alabama.

Stage 2: This stage will include the field assessment of the project area, and will document archaeological sites, cemeteries, and historic structures. The project area will receive a pedestrian review. Standard archaeological techniques will be employed during the survey, especially visual observation of the ground surface and subsurface shovel testing. The majority of the study corridor exists within disturbed road right-of-way (ROW) and the disturbed road shoulder; therefore, subsurface testing will be limited. Environmental conditions and shovel tests will be documented on field maps. Shovel tests generally will measure 30 cm in diameter and will be excavated into subsoil. Soils will be sifted through a 6 mm mesh screen to search for cultural material. Any artifacts recovered during the investigation will be bagged by provenience, and returned to the laboratory for analysis. Each discovered resource (archaeological sites, cemeteries, and historic structures) will be evaluated to a preliminary level necessary for determining its potential eligibility for inclusion on the NRHP. Standard information will be derived for each archaeological site, i.e. GPS coordinates, dimensions, vertical depth, positive/negative shovel tests, environmental context, photographs, sketch maps, etc. The architectural survey will document historic structures in the study area. It appears that the majority of residences along Pine Ridge

MRS Consultants, LLC
Pine Ridge Road Sidewalk Study Area, Jefferson County, AL

Road are modern; therefore, we do not anticipate recording any historic structures. However, if a large collection of structures does exist, individual structure forms will not be completed as these structures will not be physically impacted by the project, nor will there be an adverse effect. But we will photograph a sample of the historic structures, if they exist.

Stage 3: This stage includes the laboratory analysis and preparation of the technical report and other documentation. Artifacts will undergo standard laboratory procedures, i.e. washing, analysis, and preparation for curation. ASSF forms will be completed for each archaeological site, which will be submitted to the ASSF for a permanent site number. Historic properties identified during the survey will be described. A technical report will be written detailing the survey and findings of the research. Recommendations of NRHP eligibility will be made for each cultural resource. Those cultural resources that are considered *Not Eligible* for the NRHP will be recommended for clearance. Those cultural resources that have an *Undetermined* or *Potentially Eligible* NRHP eligibility will be recommended for avoidance or additional research.

If you have any questions, please do not hesitate to call me on my cell phone at (205) 242-8550. We look forward to working with you, and thank you for considering MRS Consultants, LLC.

Sincerely,

Catherine C. Meyer
MRS Consultants, LLC

Enclosure

MRS Consultants, LLC
Pine Ridge Road Sidewalk Study Area, Jefferson County, AL

May 23, 2018

COST PROPOSAL

Phase I Cultural Resources Assessment
for the Pine Ridge Road Sidewalk Study Area Between Overlook Road
and Old Leeds Road, City of Mountain Brook, Jefferson County, Alabama

PERSONNEL COSTS	No. Days	Daily Rate	Costs
Background Research/Administration			
MRS Cultural Resource Specialist	1.00	\$150.00	\$150.00
Fieldwork			
MRS Cultural Resource Specialist	1.00	\$150.00	\$150.00
Research Assistant	1.00	\$250.00	\$250.00
Lab Analysis/Report/Drafting			
Research Assistant	1.00	\$250.00	\$250.00
Cultural Resource Specialist	2.50	\$150.00	\$375.00
Personnel Subtotal			\$2,425.00
OPERATING BUDGET			
AHC Research-Per Diem (\$20.00/day)	1	\$20.00	\$20.00
AHC Research-Mileage (.54/mile)	250	\$0.540	\$135.00
Fieldwork-Per Diem (\$20.00/day)	2	\$20.00	\$40.00
Fieldwork-Mileage (.54/mile)	150	\$0.540	\$81.00
Miscellaneous Supplies/Equipment			\$25.00
Total Operating			\$381.00
INDIRECT COSTS ON OPERATING (45%)			\$171.45
TOTAL COSTS			\$2,854.45
LUMP SUM/FIXED PRICE			\$2,850.00

746

Minute Book 90



Kay Jay
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGIONAL ENGINEER
100 CORPORATE PARKWAY
SUITE 600
HOOPER, AL 36042
P.O. BOX 30204
BIRMINGHAM, AL 35203-0204
TELEPHONE: (205) 877-6500



John R. Cooper
Transportation Director

April 18, 2019

Mr. Stu Leslie
City Manager
City of Mountain Brook
50 Chastain Street
Mountain Brook, AL 35213

RE: Jefferson County
Project No. CM(A)-1718(757)
Sidewalk along Pine Ridge Road from
Overlook Road to Old Leeds Road

Dear Mr. Gaudin,

Reference is made to the negotiated unit-price and fee proposal from Sain Associates, Inc. to perform work on the above-referenced project.

The overhead rate and operating margin will be as previously approved by the Bureau of Finance and Audit, External Audit Section.

Attached is a copy of the unit-price and fee proposal as submitted by the consultant. After consideration of the work involved in the request for the Contract Study work, the fees have been revised from \$30,602 to \$24,040; for the Field Survey work, the fees have been revised from \$47,076 to \$47,182; for the Workday Plan Design work, the fees have been revised from \$106,062 to \$163,117. Therefore, the maximum fee has been revised from \$244,740 to \$236,339. We feel this fee amount is just and fair compensation for the required work.

The City of Mountain Brook may proceed with the contract with Sain Associates, Inc. using the aforementioned fee.

Sincerely,

Delvina Leonard, P.E.
East Central Region Engineer

By:
Delvina Leonard, P.E.
Asst. Region Engineer, Pre-Construction

DLSJL:lvh
Attachment
CC: Sain Associates, Inc.
Project File: a11

2019-072

STATE OF ALABAMA)
JEFFERSON COUNTY)

**INDEMNIFICATION and HOLD HARMLESS AGREEMENT
STUDENT VOLUNTEERS of the CITY OF MOUNTAIN BROOK, ALABAMA**

I, _____, understand and agree that my participation as a student volunteer (age sixteen (16) or older) for the City of Mountain Brook, Alabama ("City") is an educational opportunity that will provide me with hands-on experience and exposure to the operations of the City, and that some of the activities in which I may participate involve a degree of risk of physical harm.

I understand that various departments within the City's operations have safety manuals specific to the work performed by that department. I understand and agree to abide by the safety procedures of the various departments within the City to which I may be assigned to work during my volunteer term, and I further understand that I will be expected to separately read each of those safety manuals as necessary based on my assignment to particular departments.

I understand and agree that the term of my participation as a student volunteer is limited to _____ week(s), and that my participation is strictly voluntary and at will. I understand that, as a volunteer, I will not be entitled to any pay or benefit from the City. The City and I are free to terminate my participation as a student volunteer for any reason with or without notice.

In consideration of the City of Mountain Brook, Alabama's agreement to provide me with this unique educational opportunity, I and my parent/guardian (as indicated below) hereby covenant and agree to indemnify, defend, save, release and hold harmless the City, its officers, agents, servants, employees, successors and assigns from and against all claims, demands, suits, actions and causes of action, proceedings, expenses, civil and criminal penalties and fines, fees, including reasonable attorney fees, damages, losses, injuries, including bodily injuries, and all other liability for damages of any kind or nature ("Claims") sustained by me as a result of or arising from any use, occupancy, or condition occurring within the City or any activity in which I participate in my capacity as a student volunteer, or any act or omission of the City, its officers, agents, servants, employees, successors and assigns (excepting only the willful and wanton conduct of its officers, agents, servants, employees, successors and assigns), while I am engaged in voluntary service for the City.

Participant

Date

Parent/ Guardian

Date

APPENDIX 9

"ZONING NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, May 13, 2019, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal to rezone recently annexed property from its temporary zoning of Estate to permanent zoning of Residence-A.

'ORDINANCE NO.

AN ORDINANCE TO REZONE A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA FROM ITS CURRENT [TEMPORARY] ESTATE DISTRICT TO [PERMANENT] RESIDENCE-A DISTRICT.

WHEREAS, the real estate as more particularly described as: "Cherokee Bend, South Sector, Fifth Addition, a Single Family Residential Subdivision located in the SE 1/4 of Section 36, Twp-17S, R-2W, Jefferson County, City of Mountain Brook, Alabama," and illustrated in the accompanying survey map is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

WHEREAS, after due consideration, the City Council has determined that the zoning Classification of the real estate should be Residence-A District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Residence-A District:

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law."

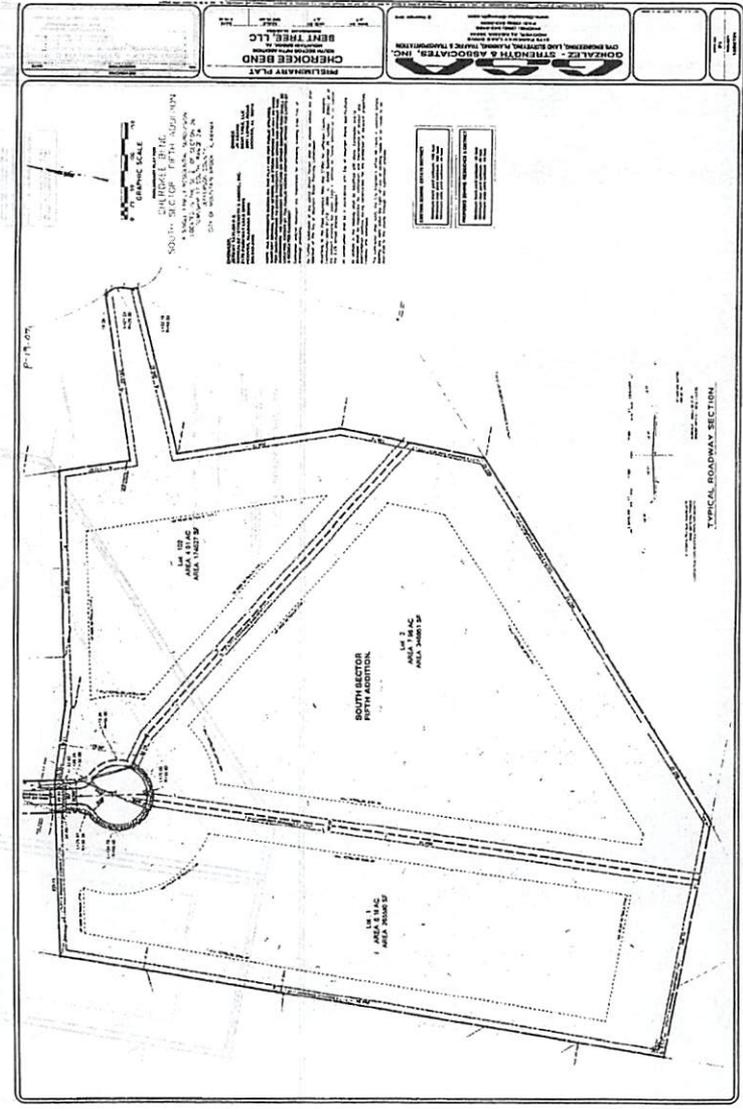
CERTIFICATION

I, Tammy Reid, Administrative Analyst for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed rezoning and of public meeting thereupon set forth above to be published and provided in the manner specified by Article XXV, Sec. 129-431, of the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

Mountain Brook City Hall, 56 Church Street
Cahaba River Walk, 3503 Overton Road

Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road

Tammy Reid
Tammy Reid, Administrative Analyst
4-26-19



APPENDIX 10

2046