

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 12, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were no virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 12th day of June, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Pro Tempore Pritchard called the pre-meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

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

1. AGENDA

1. Small Car Only recommendations for parking spaces on Hollywood Boulevard west of Mountain Brook Village

Thomas Boulware- Police Department Lieutenant

- Recommend the two spaces before condominium as “Small Car” to improve sight distance for people exiting the complex onto Montevallo Road

Stewart Welch-Mayor

- Wants to consider changing “Small Car” to “Compact Car”

Billy Pritchard-Council President Pro Tempore

- Inquired if it can be changed administratively

Whit Colvin-City Attorney

- It can be done administratively, unless those spaces were designated by ordinance

Billy Pritchard

- Will move this item to the June 26th council session and will look into amending the Ordinance regarding “small car” parking

2. Change order for the Junior High drainage project with the Board of Education paying the entire amount

Sam Gaston-City Manager

- This is to pave the parking lot
- This is being paid entirely by the Board of Education

Billy Pritchard

- This is coming to the City because of the contract the city had for the exterior portion
- This was added as a change order as opposed to having a separate contract with the Board of Education

Michael Keller-301 Overbrook Road

- Inquired if the \$180,000 was already in the drainage project and is being reallocated to be paid by the Board of Education

Mike Culwell-Brasfield and Gorrie

- This was an add-on
- The Board discussed this project due to the construction the school has had completed over the 2 years
- This will clean up the lot at the conclusion of construction
- The Board of Education is prepared to reimburse the City for this project

Billy Pritchard

- Item added on the formal agenda (Resolution No. 2023-093)

3. Street Light request in the rear of 32-33 Country Club Boulevard

Sam Gaston-City Manager

- Received a request from homeowner located at 33 Country Club Boulevard
- There is an existing pole at edge of alley that is inside their fence
- The power company stated they could put a street light at that location
- With council approval, will send out letters to surrounding neighbors with location
- Will let residents know the council will consider this at the next council session, June 26th
- The cost ranges from \$8-\$11 a month for a street light

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

2. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter of potential litigation and that the City Council shall reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Garner. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

3. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:37 pm.

4. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on June 12, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council June 26, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 12, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were no virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 12th day of June, 2023 (others were allowed to listen to the meeting by way of Internet video conference- 4 attended virtually). Council President Pro Tempore Pritchard called the meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

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

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

1. POLLINATOR WEEK PROCLAMATION

Stewart Welch-Mayor

- Presented the Pollinator week proclamation to Dana Hazen and Shanda Williams

2. FRIENDS OF JEMISON PARK TO PRESENT A CHECK FOR FUNDING THE JEMISON PARK RENOVATIONS

Sally Worthen-Friends of Jemison Park President

- Presented a 1 Million dollar check to the City for the Jemison Park renovations

3. CONSENT AGENDA

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

Approval of the minutes of the May 1, 2023, special meeting of the City Council
Approval of the minutes of the May 2, 2023, special meeting of the City Council
Approval of the minutes of the May 22, 2023, regular meeting of the City Council

2023-088	Pollinator Week Proclamation	Exhibit 1
2023-089	Award the bid [B-20230523-873] to Gillespie Construction for the Brookwood Road sidewalk project	Exhibit 2, Appendix 1

2023-090	Award the bid [B-20230515-866] to Video Industrial Services for the Canterbury United Methodist Church drainage improvement project	Exhibit 3, Appendix 2
2023-091	Recommend to the State of Alabama, Alcoholic Beverage Control Board, is issuance of a 020-Restaurant Retail Liquor license to Condado Tacos	Exhibit 4, Appendix 3
2023-092	Accept the professional services agreement with Skipper Consulting for the on-call traffic engineering services	Exhibit 5, Appendix 4
2023-093	Execute change order No.2 for the Junior High drainage project	Exhibit 6, Appendix 5

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-088 through 2023-093), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation, and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes, proclamation, and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes, proclamation, and resolutions (Nos. 2023-088 through 2023-093) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

4. 1ST READING OF THE AMENDMENTS TO THE STORM WATER DETENTION ORDINANCE

Billy Pritchard-Council President Pro Tempore

- 1st reading of the amendments to the storm water detention ordinance
- This ordinance relates to modifications to the existing ordinance to deal with challenged areas in the community with further restrictions to additional and further buildings
- (There were no comments from the public)
- Will consider Ordinance at the next council session on July 26th

5. CONSIDERATION: ORDINANCE NO. 2142 AMENDING CHAPTER 109 OF THE MOUNTAIN BROOK CITY CODE (APPLICATION FOR PERMITS) (EXHIBIT 7)

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

ordinance at length be waived. The motion was seconded by Council Member Shelton and was unanimously carried, as follows:

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

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 4—0.

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

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

Nays: None

Council President Pro Tempore Pritchard declared that the ordinance (No. 2142) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

6. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

7. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the next regular meeting of the City Council is June 26, 2023, 7:00p.m.

8. ADJOURNMENT

There being no further business to come before the City Council, Council President Pro Tempore Pritchard adjourned the meeting at approximately 7:09 p.m.

9. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on June 12, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council June 26, 2023

EXHIBIT 1**PROCLAMATION NO. 2023-088**

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and,

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and,

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and,

WHEREAS, the City of Mountain Brook manages parks, public landscaping, and other public lands that include greenways and wildlife habitats; and,

WHEREAS, regarding landscaping, the City of Mountain Brook encourages developers and residents, to promote wise conservation stewardship, including the protection of pollinators and maintenance of their native habitats; and,

NOW, THEREFORE, I, Steward H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, the week of June 19-June 25, as

“National Pollinator Week 2023”

and, as the City of Mountain Brook is an affiliate of **Bee City USA®**, I do hereby commend its observance to all citizens and organizations of this community in appropriate fashion.

EXHIBIT 2**RESOLUTION NO. 2023-089**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230523-873] for the Brookwood Road sidewalk project in the amount of \$194,650.00 having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

APPENDIX 1**EXHIBIT 3****RESOLUTION NO. 2023-090**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230515-866] for the Canterbury United Methodist Church Drainage Improvements project to Video Industrial Services Inc., in the amount of \$121,025.00

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having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2023-091

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Condado Tacos 51 LLC, (trade name: Condado Tacos), 2800 Cahaba Village Plaza suite 130, Mountain Brook, AL 35243.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2023-092

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to on-call traffic engineering services.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2023-093

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of change order No. 2 with respect to the Junior High drainage project (Resolution No. 2022-179) (Project # B-20220926-823) in the amount of \$179,293.00 (One Hundred Seventy Nine Thousand Two Hundred Ninety Three Dollars).

APPENDIX 5

EXHIBIT 7

ORDINANCE NO. 2142

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK as follows:

Section 1. Section 109-41 of the Mountain Brook City Code shall be amended by repealing the current section and substituting the following section in its place:

“Sec. 109-41. Application for permits.

- (a) A building permit may be obtained by submitting an appropriate application with the city. It shall be the duty of the owner of the site on which the building activity is proposed to be conducted, or his duly authorized agent, to file with the building official an application for a building permit under this article.
- (b) All permit applications shall include the following information:
 - (1) A description of the work to be performed in sufficient detail to allow the official to determine compliance with the permit, if issued, at all times;
 - (2) A description of the proposed use of the site in sufficient detail to allow the official to determine whether the proposed use of the property will comply with the provisions of the zoning ordinance of the city;
 - (3) The name, address, telephone number, cellular telephone number, facsimile number and e-mail address, if any, of each of the following:
 - a. The applicant;
 - b. The owner of the project;
 - c. The owner of the site on which the project is to be located;
 - d. The ground lessee of the site, if any, on which the building activity is to be conducted if such lessee is not one of the parties referred to in subsections (b)(3)a. through c. of this section;
 - e. A person, other than those referred to in subsections (b)(3)a. through d. of this section, who can furnish the information about the building activity ("contact person");
 - f. All contractors and subcontractors who shall perform work on the project for which a permit is sought; provided, however, that if the contractor and the subcontractors have not been selected when the application for a permit is filed the applicant shall furnish a schedule setting forth when these contractors and/or subcontractors are to be selected; and further provided that information shall be submitted immediately when known and in all cases prior to any such contractor or subcontractor beginning work on the site;
 - (4) Address of the site upon which the building activity is proposed to be conducted and a description of the size and specific location of the area on the site where the activity will be conducted;
 - (5) Each application for a permit must be accompanied by a stamped survey, GIS map, or a plat of the site;
 - (6) A current legal survey of the property within 2 years, certified by a licensed surveyor or engineer shall be required, for any project which involves:
 - a. The expansion or modification of the footprint of any building or structure on the property; or
 - b. The construction or installation of any new building or structure on the property.
 - (7) Each application for a permit shall be accompanied by one physical set and one PDF copy of building plans and specifications;

- (8) The schedule of the projected starting and completion dates of the proposed activity;
- (9) A copy of the construction contract, estimate, or other items utilized to estimate the cost of construction or the value of construction to be authorized by the permit; and
- (10) Such other information as reasonably may be required by the official to comply with the purposes and intent of this article.”

Section 2. Section 109-41 of the Mountain Brook City Code shall be amended by repealing the current section and substituting the following section in its place:

“Sec. 109-44. Issuance of permit; expiration, suspension or revocation.

- (a) The purpose of permitting plans, scope of work, and specifications is to ensure compliance with this article. The official's review and permitting of plans and specifications is not intended as approval of the overall layout, structural design, situation control, schedule, or construction procedures. These responsibilities shall remain with, and be those of, the owner and/or his consultants.
- (b) The application, plans and specifications, reports, affidavits and other required documents shall be filed with the official as required by this article. Such plans may be reviewed by other departments of the city to assess compliance with the laws and ordinances under their jurisdiction. If the official is satisfied that the work described in an application for a permit and the plans and specifications filed therewith conform to the requirements of this article and other pertinent laws and ordinances, that all applicable fees have been paid and necessary surety obtained, he shall issue a permit to the owner.
- (c) One set of permitted plans in a paper or site copy format and one set in an approved digital format (PDF), specifications, and other required documents shall be retained by the official in an approved digital format for a period of not less than one year from date of completion of the work covered therein. It shall be the responsibility of the owner to maintain one of the sets of permitted plans, specifications and other required documents on the site at all times during which the work authorized thereby is in progress.
- (d) The issuance or granting of a permit shall not allow, or be construed as approval of, violation of any of the provisions of this article or any other laws or regulations; and such permit shall not be valid, except insofar as the work or use which it authorizes is lawful.
- (e) The issuance of a permit shall not prevent the official from thereafter requiring that:
 - (1) Errors or inaccuracies in the approved application, including the related plans and specifications, be corrected;
 - (2) Changes due to unforeseen problems in the approved application, including the related plans and specifications, be made; or
 - (3) Other modifications be made to the permitted plans and specifications and in the conduct of operations at the site if significant problems occur which were not considered at the time the permit was issued.
- (f) The official may require that all work being performed at the site be suspended until corrections, changes or modifications have been made to the satisfaction of the official. In the

event corrections, changes or modifications are not made to the satisfaction of the official within the time specified by the official, the official may:

- (1) Revoke the related permit;
 - (2) Cause all work being performed at the site to be ceased; and
 - (3) Cause such additional work to be performed, at the expense of the applicant, as the official determines will eliminate any hazards or nuisances existing at the site.
- (g) All permits issued by the official under the provisions of this article shall expire by limitation and become null and void 24 months from the date of the issuance of the permit. In addition, all permits issued by the official under the provisions of this article shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 90 days; provided, that one or more one-year renewals of such permit may be granted upon written request to the official for good cause shown and upon the payment of a renewal fee in the amount of twice the original permit issuance fee for each such renewal, so long as the work shall comply with all of the requirements of this chapter and other applicable laws and regulations in effect at the time application for renewal is made. The work authorized by such permit, whether the original permit or a renewal thereof, shall not be suspended or abandoned at any time after the work is commenced and shall be carried to completion or the permit shall be terminated by the official and become void. Work authorized by a permit shall be presumed suspended or abandoned if no such authorized work is conducted at the site for a period of 90 consecutive days as determined by the official. It shall be presumed that no authorized work has been conducted at a site unless there has been a request for an inspection during such 90 day period; provided, however, such presumption may be rebutted in the event that an applicant presents evidence and a sworn statement, taken under oath, that work was in fact conducted but that an inspection request was not timely or necessary during such period. If an applicant shows, to the satisfaction of the official, good cause for not conducting work during such period, the official may, in the official's discretion, choose not to void or terminate such permit.
- (h) The official may suspend or revoke a permit issued under provisions of this article by giving notice in writing to the owner whenever the permit is issued in error, or on the basis of incorrect information supplied or in violation of any of the provisions of this article or any of the provisions of any regulation or any other ordinance.
- (i) The work or use authorized under the permit issued in accordance with the provisions of this article shall only be as expressly set forth in such permit and, to the extent expressly incorporated by the permit, the application submitted in connection with such permit, including, if applicable, the plans and other written documentation. Should the owner desire to significantly modify the scope and/or nature of the work to be conducted pursuant to a permit issued by the city, or if the cost of construction exceeds that which was submitted to or determined by the building official as the basis for the cost of the permit fees addressed in section 109-2, the owner must submit a revised application for such work in accordance with the provisions of this article. The official, at the option of the official, may amend the permit previously issued or issue a new permit; provided that such application meets the requirements of this article, that any additional fees are paid, and that all of the other requirements of this section have been satisfied. In the event that the cost of construction exceeds that originally submitted or determined to be the appropriate basis for the permit fee, the owner, contractor or other person submitting the original application shall be responsible for any additional fees due after calculating the permit fee upon the updated estimate or

shall result in an administrative penalty equal to double the original permit issuance fee in addition to all other penalties which may be imposed for a violation of said ordinance.”

Section 3. Section 109-46(a) of the Mountain Brook City Code shall be amended by replacing the current subsection with the following subsection:

“(a) In addition to bonds or other security required by other provisions of this Code, local law or ordinance, or other applicable law, for each of the following construction projects for which a soil disturbance permit is sought, the owner or his agent shall be required to provide the additional security required by this section:

- (1) Any project within the boundaries of the Villages of Mountain Brook;
- (2) Any project in any community shopping zoning district of the city;
- (3) Any project or part of a project for which a development plan was submitted to the planning commission or the city council;
- (4) Any project involving three or more lots for which subdivision approval was required and requested within the five years preceding the permit request; or
- (5) Any project involving the construction of a Dwelling with an estimated cost of construction, as determined by the Building Official, with such estimated cost of construction to include the cost of all improvements to be made on the lot upon which the Dwelling is to be located, in excess of Three Million Dollars (\$3,000,000.00).”

Section 4. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 5. 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 6. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 7. This ordinance shall be effective immediately after adoption and publication as provided by law.

Exhibit A - Contractor Bid Response Form

Exhibit A - Contractor Bid Response Form
BIDDER AFFIDAVIT AND WARRANTY

Below is the firm bid of the undersigned to construct the Brookwood Road Sidewalk Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, agrees to perform the Work in accordance with the requirements in the Contract Documents.

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Contractor Bid Response for the Contract to be awarded for this Project:

TOTAL LUMP SUM AMOUNT TO CONSTRUCT PROJECT \$ 194,650.00
Gillespie Construction, LLC
Name of Firm or Company Submitting Bid
4905 Hwy 5
Street Address
Jasper AL 35503
City State Zip
R.W.
Signature of Bidder Representative
Ron Gillespie
Printed Name Representative Executing for Bidder
Member
Title
5/23/2023
Date of Bid
205-295-5263
Tax Id # of Bidder
205 302 3214
Web Site of Bidder
Office Ph. # Bidder
Cell Ph. # Bidder Contact
ehenson@gillespieconstruction.net
Email Address Bidder Rep.

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) if the subject contract is awarded to the bidder, no employee or officer of the City has an interest, either direct or indirect, in it or is a beneficiary of the contractual arrangement made the basis thereof.
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the City may rely on information submitted in awarding the subject contract.

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid
R.W.
Signature of Bidder Representative
Printed Name: Ron Gillespie
Its: Member
Title
Date: 5/23/2023

Sworn to and subscribed before me on this 23 day of May, 2023.

Erin Henson
Notary Public
My Commission Expires
August 21, 2023
Commission Expiration Date



SEAL

Sworn to and subscribed before me on this 23 day of May, 2023.

Erin Henson
Notary Public
My Commission Expires
August 21, 2023
Commission Expiration Date

SEAL

Notes:
1. Bidders also must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses

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Exhibit B - Bidder Qualification Form

Exhibit B - Bidder Qualification Form

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED, PLEASE STATE THAT INFORMATION ON ADDITIONAL SHEET(S) THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER AND ITEM TO WHICH THE INFORMATION CORRESPONDS.

(d) Type of Organization:

1. Name of Business: Gillespie Construction, LLC
Principal Business Address:
4905 Hwy 5 Jasper, AL 35503

(1) If your organization is a corporation, answer the following:

- (i) Date of incorporation: Sept. 1, 2007
- (ii) State of incorporation: Alabama
- (iii) President's name: Ron Gillespie
- (iv) Vice-President's name(s): Michelle Gillespie
- (v) Secretary's name:
- (vi) Treasurer's name:

2. Business Contact(s)

(2) If your organization is a partnership, answer the following:

- (i) Date of organization:
- (ii) Type of partnership (if applic.):
- (iii) Name(s) of general partner(s):

(a) Primary Contact (Note: If a Pre-Bid Conference is held, the Primary Contact should attend that Conference.)

Name: Ron Gillespie
Title or Position with Company: Member/Owner
Day Phone: 205 295 5263
Email: ehenson@gillespieconstruction.net
Street Mailing Address of Contact:
3304 3rd Ave S Jasper, AL 35501

(3) If your organization is individually owned, answer the following:

- (i) Date of organization:
- (ii) Name of owner:

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact who can answer inquiries and who may attend the pre-bid conference (if any).
Erin Henson 205 295 5263

(c) Administration of Business.

Please describe in general how you operate and administer your business. In this description, please state each of the following:

- (i) the total number of employees;
- (ii) the number of workers who are dedicated to field operations;
- (iii) the name and title of your general supervisor of field service operations; and
- (iv) the number of employees dedicated to administrative and office matters.

(i) 1040-415
(ii) 40-49
(iii) Ron Gillespie, owner
(iv) 2

3. Business History

(a) How many years has your organization been in the general contracting business? 17 years

(b) State the facts and attach written documentation evidencing your organization's experience to successfully perform the Project.

We have an Alabama General Contractors License in concrete, signs, drainage and culverts, grading, sewer lines, and water lines.

4. Licensing. List and attach to this Form all licenses and certifications that your organization currently holds that authorize it to perform the required Work, including the following:

- a. State of Alabama General Contractor License - Please indicate this License No 479228.
- b. City of Mountain Brook Business License* (*Note: If not currently held, Contractor must acquire a City Business License prior to commencing work.)

5. Other Similar Projects Performed by Contractor for Governmental or Commercial Entities.

Below please provide information of all projects of a scope and type comparable to this Project that your organization has performed for governmental entities or commercial entities in the State of Alabama

APPENDIX 1

Exhibit B - Bidder Qualification Form

Exhibit B - Bidder Qualification Form

within the last five (5) years. Please provide the following information as to each such project and contract:

Name Entity: ALDOT
Contact at Entry: Dana Peterson
Title of Contract: Engineer / Contract - 3715 (231) Bluff Park
Phone Number: 205 912 2486
Type(s) of Contract (s): CMAR - 3715 (231) Bluff Park
Dates of Contract: 2021 - 2022
Location(s) of Service: Hoover, AL
Name Entity: City of Pellham
Contact at Entry: Michael Edgerton
Title of Contract: Structural Sidewalks Repairs
Phone Number: 205 622 4428
Type(s) of Contract (s): Sidewalk Repairs
Dates of Contract: 2022 - Present
Location(s) of Service: Pellham, AL
Name Entity: City of Jasper
Contact at Entry: Doreen Stover Caldwell
Title of Contract: Jasper Sidewalk Phase 5
Phone Number: 205 717 0991
Type(s) of Contract (s): Sidewalk Improvements
Dates of Contract: 2021 - 2022
Location(s) of Service: Jasper, AL
Name Entity: City of Hoover
Contact at Entry: Kevin McKay / Chris Deans
Title of Contract:
Phone Number: 205 444 7896
Type(s) of Contract (s):
Dates of Contract: 2020 - 2023
Location(s) of Service: Hoover, AL

6. List/Qualifications of Project Team.

On a separate page, please list and furnish the following information concerning each of the employees or other representatives whom you will appoint to perform the Project:

- name
• job title
• areas of experience and the length of time for each area
• special training, licensing, and certification for each employee

7. Assurances of Capability and Resources to Timely Complete Project. Please attach your firm's best financial statement (audited or un-audited). Also, please furnish below (or state on an attachment to this Exhibit) evidence indicating that it has the financial standing, personnel and other resources (including adequate insurance) to timely obtain the Equipment and install same on the expedited Project schedule and otherwise comply with the Project requirements.

8. Insurance. If available at this time, please attach a certificate issued by your current Insurance Carrier(s) indicating the existence and limits of your coverage required in Article 37 of the General Conditions of the Contract.

10. Claims History.

(a) Within the last five (5) years, has the bidder, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.) Yes ___ No [X] If yes, for each such contract or project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the way any such claim or dispute was resolved.

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer to provide services? Yes ___ No [X] If yes, for each such project, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

(c) Within the last five (5) years, have any of your clients or customers formally declared that the bidder is in default or has breached a material obligation in any agreement to provide services or operations? Yes ___ No [X] If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

(d) Has your organization ever failed to complete any work, contract or project awarded to it? Yes ___ No [X] If yes, please provide all details related to such matter.

APPENDIX 1

Exhibit B - Bidder Qualification Form

Exhibit C - Bid Bond Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Gillespie Construction LLC, as Principal; and Merchants Bonding Company (Mutual), as Surety, are hereby held and firmly bound unto the City of Mountain Brook, as obligee, hereinafter called the City, in the sum of Five Percent of Amount Bid Not to Exceed Ten Thousand Dollars (\$5% not to exceed \$10,000.00) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is that whereas the Principal has submitted to the City a certain Bid (Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the City, for the following project or portion thereof:

Project: Brookwood Road Sidewalk Project
Location: Mountain Brook, Alabama
Engineer: Sain Associates

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Labor and Material Bond in the Forms as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts as required by the Instructions to Bidders and submit the insurance certifications as required by the bid document and fulfill all other qualifications and requirements of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid within fifteen (15) days after the prescribed forms have been presented to Bidder for execution;

Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the information submitted is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder: Gillespie Construction, LLC
By: Ron Gillespie
Title of Representative: Member

Signed and subscribed before me on this 03 day of May, 2023. My Commission Expires August 21, 2023. Notary Public: [Signature]



IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 23rd day of May, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Albert B Evans; Jeffrey W Cutshall; Jennifer Barranco; Keith Hamelson; Ryan R McClendon

CONTRACTOR (Sign & Print Full Name)

Business Name: Gillespie Construction LLC

Signature: [Handwritten Signature]

Name and Title: Ron Gillespie, Member

Address: 3904 3rd Avenue South, Jasper, AL 35501

Witness: [Handwritten Signature]

SURETY (Sign & Print Full Name)

Company: Merchants Bonding Company (Mutual)

Agent: N/A

Attorney-in-Fact: [Handwritten Signature] Jeffrey W. Cutshall

Address: 10 Inveness Center Pkwy., Suite 400 Birmingham, AL 35242

Attest: [Handwritten Signature] Jennifer Barranco

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2016 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorney-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually filed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all contents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of December, 2022.

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC. d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY By Larry Taylor, President

STATE OF IOWA COUNTY OF DALLAS ss. On this 6th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument) I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of May, 2023.

William Warner Jr., Secretary

POA 0018 (10/22)

STATE OF ALABAMA Bid Limit: Unlimited Amount: 4778 RENEWAL License No.: 186681 THIS IS TO CERTIFY THAT GILLESPIE CONSTRUCTION LLC JASPER, AL 35503 is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work: HS-S: SIGNS, M.U.S.; CONCRETE, M.U.S.; DRAINAGE AND CULVERT, M.U.S.; GRADING, M.U.S.; SEWER LINES, M.U.S.; WATER LINES until August 31, 2023 when this Certificate expires. Witness our hands and seal of the Board, dated Montgomery, Ala., 12th day of August, 2023 Michael B. Fox, Secretary-Treasurer; Chad A. Underhill, Chairman

Exhibit D - Construction Contract

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this ___ day of ___, 2023 between the OWNER(s) (which also may be referenced as the City),

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

and the CONTRACTOR, Company Name: Address: Email & Phone #:

for the WORK of the Project (identified as PROJECT): Brookwood Road Sidewalk Project City Project No. _____

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

- 1. This CONSTRUCTION CONTRACT
2. The GENERAL CONDITIONS OF THE CONTRACT
3. DRAWINGS (Plans)
4. SPECIAL CONDITIONS
5. PERFORMANCE BOND
6. LABOR & MATERIALS BOND
7. OTHER DOCUMENTS IN PROJECT MANUAL
8. ADDENDA (if applicable)

If applicable, the ARCHITECT (or ENGINEER) providing Professional Services for the PROJECT is:

Engineer: Matt Stoops, P.E.

Firm Name: Sain Associates

Contact's Email & Phone #: mstoops@sain.com - 205-263-2180

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

 N/A

The CONTRACT TIME in which the Work shall be substantially completed is 45 Calendar days after the City issues a Notice to Proceed to the Contractor.

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

Owner Representative

Name: _____

Title: _____

Email & Phone #: _____

Contractor Representative

Name: _____

Title: _____

Email & Phone #: _____

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

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

Five Hundred Dollars (\$500.00) per calendar day.

SPECIAL PROVISIONS

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

License No(s): _____

Bid Limit: _____

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

OWNER: CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Printed Name: Stewart H. Welch III

Its: Mayor

Date: _____

CONTRACTOR

By: _____

Printed Name: _____

Its: _____

Date: _____

APPENDIX 1

Exhibit E - Performance Bond
PERFORMANCE BOND

BE IT KNOWN, that on this _____ day of the month of _____, in the year _____, before me, _____, a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared _____ ("Contractor"), herein represented by _____ its _____ as Principal, and _____ ("Surety"), of the State of _____ herein represented by _____ its _____ who severally and mutually guarantee to the City of Mountain Brook, Alabama ("Owner"), as obligee, the faithful performance of the Contract the Contractor has entered into with the Owner for the Brookwood Road Sidewalk Project ("Work"), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby bind the Contractor and Surety, its successors, legal representatives and assigns, in favor of the Owner, in the full and true sum of _____ (\$ _____) Dollars, payable on demand to the Owner.

NOW, THE CONDITION of this obligation is that if the Contractor (a) faithfully performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of the Contract Documents within the Contract Time (including any authorized changes, with or without notice to the Surety) and during any correction period; (b) also performs and fulfills all the undertakings, terms, conditions, warranties and guarantees, indemnifications and agreements of any and all duly authorized modifications of the Contract Documents, notice of which modifications the Surety hereby expressly waives; (c) fully secures and protects the Owner, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney's fees made necessary or arising from the failure, refusal or neglect of the Contractor, to comply with the obligations assumed by Contractor; and (d) delivers all the Work to the Owner free from all claims, liens and expenses; then this obligation shall become null and void, otherwise, this obligation shall remain in full force and effect.

A. Section C part 27 of the Contract governing termination of the Contractor for convenience or cause and default of the Surety shall be binding on the Surety and Contractor.

B. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety's obligations, under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

C. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Performance Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Ala. Code 1975, Title 39.

Exhibit E - Performance Bond

IMPORTANT: The Surety shall provide proof satisfactory to the Owner (a) that the Surety is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the Surety: _____ Address & Telephone of agent who is licensed in Alabama: _____

Signed and sealed this _____ day of _____, 20____.

CONTRACTOR (Sign & Print Full Name)

By: _____

Name and Title: _____

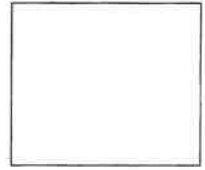
SURETY (Sign & Print Full Name)

Agent: _____

Attorney-in-Fact: _____
(Attach certified copy of Power of Attorney)

NOTARY PUBLIC

My commission expires _____



LABOR & MATERIAL PAYMENT BOND

BE IT KNOWN, that on this ___ day of the month of _____, in the year _____, before me, _____ a Notary Public, duly commissioned and qualified, in and for the County of Jefferson, State of Alabama, residing therein, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared _____ ("Contractor"), herein represented by _____, its _____ as Principal, and _____ ("Surety"), of the State of _____, herein represented by _____, its _____, who severally and mutually guarantee to the City of Mountain Brook, Alabama ("Owner"), as obligee, the faithful performance of the Contract the Contractor has entered into with the Owner for the Brookwood Road Sidewalk Project _____ ("Work"), covered by the Contract Documents to which this Bond is attached by this reference, and do hereby bind the Contractor and Surety, its successors, legal representatives and assigns, in favor of the Owner, in the full and true sum of _____ (\$ _____) Dollars, payable on demand to the Owner.

NOW, THE CONDITION of this obligation is that if the Contractor (a) faithfully and promptly pays all Claimants as provided by Law and pays all wages of laborers, workmen, or mechanics, to be employed by any Subcontractor, or by or to Subcontractors, and used in the construction, erection, alteration, installation, or repairs called for by the Contract; (b) promptly pays for all materials or supplies furnished to the Contractor or by or to any Subcontractor, for use in machines used by the Contractor, or any subcontractor, in the construction, erection, alteration, installation, or repair of the Work; (c) fully secures and protects the Owner, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and attorney's fees made necessary or arising from the failure, refusal or neglect of the Contractor, to comply with the obligations assumed by Contractor; and (d) delivers all the Work to the Owner free from all claims, liens and expenses, then this obligation shall remain in full force and effect.

A. No change in Contract Price or Contract Time, substitution, addition, deletion or revision in the requirements of the Contract Documents shall diminish, enlarge, release or otherwise modify the Surety's obligations, under this Bond. The Surety hereby waives notice of any such change in Contract Price or Contract Time, substitution, addition, deletion or revision.

B. It is the intention of the Contractor, Surety and Owner that the Surety shall be bound by all terms and conditions of the Contract Documents and this Labor and Material Payment Bond. However, this Bond is executed pursuant to Ala. Code 1975, Title 39 and if any provision(s) of the bond is/are illegal, invalid or unenforceable, all other provisions of the Bond shall nevertheless remain in full force and effect, and the Owner shall be protected to the full extent provided by Ala. Code 1975, Title 39. No action under this Bond may be commenced by any Claimant unless the Claimant asserts a claim and brings action against the Surety or Contractor or both as provided in Ala. Code 1975 Title 39.

IMPORTANT: The Surety shall provide proof satisfactory to the Owner (a) that the Surety is currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies, and also meets the requirements of Ala. Code 1975, § 39-2-8 and (b) that this Performance Bond is not written in a sum in excess of the amount limitation designated in Ala. Code 1975 § 39-1-1.

Address and Telephone of the Surety: _____ Address & Telephone of agent who is licensed in Alabama: _____

Signed and sealed this ___ day of _____, 20__.

CONTRACTOR (Sign & Print Full Name)

By: _____

Name and Title: _____

SURETY (Sign & Print Full Name)

Agent: _____

Attorney-in-Fact: _____ (Attach certified copy of Power of Attorney)

NOTARY PUBLIC

My commission expires _____



APPENDIX 1

June 2, 2023

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213-3700

Attn: Mr. Sam Gaston

Project Reference: Canterbury UMC Drainage Improvements
Bid # B-20230515-866
Award Recommendation

Mr. Gaston:

We are in receipt of the bids for work to perform CCCP Lining of the existing storm pipe at Canterbury United Methodist Church. In total, one proposal was received. The bids were prepared based on construction plans and technical specifications prepared by Schoel.

The proposals received are listed in the following table.

Contractor	Price
Video Industrial Services Inc.	\$ 121,025

The bidder is responsive and qualified to perform the work outlined in this project.

Based on the submitted bid, Schoel recommends consideration of award of this project to the apparent low bid submitted by Video Industrial Services, Inc.

Yours very truly,

SCHOEL ENGINEERING CO., INC.

Mark Simpson
Mark Simpson, P.E., CFM

Cc: Mr. Ronald Vaughn, Public Works Director
Mr. Steven Boone, Finance Director

Attachments: Proposal form
Bid opening sign-in sheet
Bid opening bid tabulation

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VI. EXHIBITS

EXHIBIT A - CONTRACTOR BID RESPONSE FORM*

Below is the firm bid of the undersigned to perform the Canterbury UMC Drainage Improvements Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, submits its bid and agrees to perform the Work in accordance with the requirements in the Contract Documents.

(Instructions to Bidder: Please complete Parts A below and enter the Total Amount Bid. The Total Amount Bid shall be the sum of Column 5 in Part A.)

A. UNIT PRICE FOR ALL ITEM 1 OPERATIONS PER LINEAR FT. INSTALLED LINER

ITEM NO.*	1. DESCRIPTION	2. UNIT	3. ESTIMATED QUANTITY *	4. PRICE BID PER UNIT	5. PRICE FOR ALL ITEM 1 OPERATIONS (COL. 3 X COL. 4)
1	CCCP LINER	LINEAR FOOT	235	\$515.00	\$ 121,025.00

TOTAL AMOUNT BID: \$ 121,025.00

Video Industrial Services
Name of Firm or Company Submitting Bid
7721 9th Road, Napa, CA
Street Address
Napa, CA 94558
City State Zip
Heath Nelson
Signature of Bidder Representative
Heath Nelson
Printed Name Representative Executing for Bidder
Operations Manager
Title

6/1/2023
Date of Bid
63-091-3211
Tax Id # of Bidder
Video Industrial Services, Corp
Web Site of Bidder
205-790-0300
Office Ph. # Bidder
205-834-2979
Cell Ph. # Bidder Contact
hnelson@videoind.com
Email Address Bidder Rep.

APPENDIX 2

This Bid Response must be notarized.

Sworn to and subscribed before me on this 30th day of May, 2023.

Charles F. Carpenetti
Notary Public



* Notes:

19

Established 1898
SCHOEL ENGINEERING COMPANY, INC.
1001 22nd Street South | Birmingham, AL 35206
P 205-328-6185 | F 205-328-2282 | schoel.com

I. INVITATION FOR BIDS

**CITY OF MOUNTAIN BROOK - INVITATION FOR BIDS
CANTERBURY UMC DRAINAGE IMPROVEMENTS
PROJECT - BID # B-20230515-866**

Bid Submission Deadline & Bid Opening Time: Thursday, June 1, 2023 - 10:00 A.M.
Address for Bid Submission: City Hall - City of Mountain Brook

56 Church Street,
Mountain Brook, AL 35213-3700
ATTN: City Manager/Purchasing Agent

The City of Mountain Brook, Alabama ("City") invites interested contractors to submit sealed bids to the above noted address for the award of a contract ("Contract") for the installation of a CCCP Liner in an existing CMP storm pipe for the Canterbury UMC Drainage Improvements in the City (the "Work" or "Project"). Bids must be submitted by the time and date specified above, at which time those bids will be publicly opened and read as soon thereafter as practicable. Each bidder is responsible for mailing or delivering its bid so that it will be actually received at the above address and location at or before the time of the specified bid opening; bids received after that time will not be considered. Bidders who plan to attend the bid opening should contact Janet Forbes at 202-802-3800 to receive access to City Hall and other information about that opening.

Interested contractors may obtain the Project Manual (which includes the Specifications and all other Contract Documents) by contacting Mr. Mark Simpson at msimpson@schoel.com or downloaded online at the City of Mountain Brook's website at <https://www.cityofmountainbrook.org/bids>.

The City requires that the Work be substantially completed within 30 days after Notice to Proceed. The City will not conduct a Pre-Bid Conference in connection with this Project or the award of the Contract. Technical questions about the Work or Project should be directed in writing to Mr. Mark Simpson at msimpson@schoel.com. Questions about purchasing or other matters related to transacting business with the City may be directed to Steven Boone, Finance Director, City of Mountain Brook, at boones@mountainbrook.org.

To be considered for the award of the contract on this Work, an interested contractor must complete and return the Contractor's Bid Response Form and provide other information requested in the Project Manual. Also, the successful contractor must possess the minimum experience and qualifications to perform the Work as specified in those materials.

Each bidder is required to furnish with its bid a bid bond, cashier's check or other similar form of bid security acceptable to the City in the amount of not less than 5% of their bid, but not more than \$10,000.00, to secure its intent to perform the Work if it receives the award. Further, when selected, the successful contractor must provide a Performance Bond in the amount of the Contract Price and a Labor & Materials Bond in the amount of half that Price.

The award of the contemplated Contract will be made in compliance with Ala. Code §39-2-1 et. seq.(1975). The award will be made to a responsible contractor that meets minimum qualifications and submits the lowest responsive bid that the City determines is most advantageous to it. In making that determination, the City, in the exercise of its sole judgment, may consider factors other than just price. These factors will include, but not be limited to, the bidder's experience in successfully completing similar projects, its Claims History, its resources to perform the obligations under the Contract on an expedited basis, and the training and experience of the Project Team that it will provide to serve the City.

The City reserves the right to accept or reject any or all bids and to waive formalities related to submitted bids.

Sam S. Gaston
City Manager/Purchasing Agent

May 15, 2023

Dates of Advertisement: May 15, 2023. City of Mountain Brook-City Hall, City of Mountain Web Site

II. SPECIFICATIONS

1. GENERAL REQUIREMENTS.

The City of Mountain Brook ("City") anticipates awarding a contract ("Contract") for the repair of one culvert (the "Culvert") near Canterbury United Methodist Church in the City (the "Work" or "Project"). The successful contractor ("Contractor") shall be responsible to furnish all labor, supervision, materials, tools, fuel, power, equipment, incidentals, and services required to complete the Project in conformity with the requirements in the Specifications and all other Contract Documents.

The Work on the Project principally consists of the operations that are detailed on EXHIBIT E (the Supplementary and Technical Conditions) and EXHIBIT F (the Drawings and Plans) to repair and restore the functionality of an existing metal culvert. The operations on EXHIBIT E fall into the following categories:

- (1) Item 1 - operations to install a concrete CCCP liner within the entire circumference of the Culvert (the "CCCP Liner") with a minimum thickness of 0.5", not to exceed 1.0". These operations include clearing and cleaning the Culvert, installing the specified liner, and all ancillary operations related thereto. On EXHIBIT A (the Contractor Bid Form), the City has estimated the total Linear Feet of CCCP Liner that may be required. The City will compensate Contractor for its work on Item 1 on a Unit Price basis that is calculated based on the actual linear feet of CCCP Liner that Contractor installs. When proposing its Unit Price for Item 1 on EXHIBIT A, Contractor shall include in that Unit Price all expenses it may incur related to work specified in Item No. 1 (including, but not limited to, its cost of the specified concrete liner or other materials, equipment, labor, incidental costs, and all ancillary operations to perform the contemplated functions); and the contractor shall also provide to the owner a video inspection of each of the two adjacent and parallel 36" concrete pipes. The video shall be provided in common digital format, with a report detailing any deficiencies in the pipes.

In completing EXHIBIT A, Contractor's Total Bid shall be the sum of its Unit Price for the work contemplated on Item 1 City's Estimated 235 Linear Feet of CCCP Liner.

In addition to the provisions, terms and understandings between the parties set forth in other Contract Documents (as defined below), the following provisions in these Specifications also apply to the Contract.

A. Contract/Contract Documents/Intent of Documents. As used herein, the term "Contract" refers to the written agreement between the City and the successful Contractor for the performance of the Work. The Contract includes all the following documents and any approved addenda and change orders thereto: Invitation for Bids; Specifications (including these General Requirements, EXHIBIT D - General Conditions of the Contract, EXHIBIT B - Supplementary and Technical Conditions, EXHIBIT F - Drawings and Plans, and all other documents in this Project Manual); Instructions to Bidders; Contractor Qualifications/Requirements for Award; Contract Award Process, completed EXHIBIT A - Contractor Bid Response Form, completed EXHIBIT B - Bidder Qualification Form, and EXHIBIT C - Construction Contract (collectively, the "Contract Documents").

The intent of the Contract Documents is to prescribe the operations that the Contractor must undertake to fully comply with its obligations under the Contract. The Contractor shall do all work as provided in the Contract, and shall do such additional, extra and incidental work as may be reasonably necessary to complete the work in a satisfactory and acceptable manner. Any work or material not shown in the Specifications but which may be fairly implied as included in any item of the Contract shall be performed and/or furnished by the Contractor without additional charge thereof.

BID BOND

CONTRACTOR:
(Name, legal status and address)
Video Industrial Services, Inc.
7721 2nd Avenue North
Birmingham, AL 35206

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut



STATE OF ILLINOIS
COUNTY OF KENDALL

I, Gina M. Damato, a Notary Public in and for said County, do hereby certify that Peter S. Forker, Attorney-in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

- THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said County, this 1st day of June, A.D. 2023

Notary Public



APPENDIX 2

BOND AMOUNT: Five Percent of Bid Price (5%)

(Name, location or address, and Principal number, if any)
Canterbury UMC Drainage Improvements, Project - Bid # B-20230515-866.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

Signed and sealed this 1st day of June, 2023.

Video Industrial Services, Inc. (Principal) (Seal)

Witness signatures and titles for Travelers Casualty and Surety Company of America and Peter S. Forker, Attorney-in-Fact.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Peter S. Forker, Attorney-in-Fact, of the State of Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2023.



State of Connecticut
City of Hartford as: Robert L. Ranney, Senior Vice President

On this 21st day of April, 2023, before me personally appeared Robert L. Ranney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such being authorized to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2028



Anne P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of June, 2023



Kevin E. Hughes, Assistant Secretary

Please refer to the attached document for details of the bond to which this Power of Attorney is attached.

Table with columns: Bidder, AL GC License No., License No. on Envelope (Yes/No), Bid Bond Attached, Total Amount Base Bid. Includes handwritten entries for Video Industrial Services, Inc. and a total amount of 121,025.00.

Owner: City of Mountain Brook, Alabama
Project: Canterbury UMC Drainage Improvements BID # B-20230515-866
Bid Date: 6/12/2023
Bid Time: 10:00 a.m.
Bid Location: City Hall, 56 Church Street, Mountain Brook, AL 35213

June 12, 2023



MINUTE BOOK 93

CONSTRUCTION CONTRACT

Owner: 734 City of Mountain Brook, Alabama
Project: Canterbury UMC Drainage Improvements BID # B-20230515-866
Bid Date: 6/1/2023
Bid Time: 10:00 a.m.
Bid Location: City Hall, 55 Church Street, Mountain Brook, AL 35213

This CONSTRUCTION CONTRACT is entered into this ___ day of ___, 20__ between the

Sign-In Sheet

Table with 3 columns: Name, Company/Organization, Phone Number. Includes handwritten entries for Mark Simpson, Kenny Miller, Will Belmont, and Steven Boone.

OWNER(s),

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

and the CONTRACTOR,

Company Name:
Address:
Email & Phone #:

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

Canterbury UMC Drainage Improvements

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

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

and have been amended by the following ADDENDA (if applicable):

APPENDIX 2

If applicable, the ARCHITECT (or ENGINEER) providing Professional Services for the PROJECT is

Firm Name: Schoel Engineering
Contact at Firm: Mr. Mark Simpson
Address of Firm: 1001 22nd Street South, Birmingham, AL 35205
Contact's Email & Phone #: msimpson@schoel.com, (205) 313-1150

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

The CONTRACT TIME is 30 calendar days. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner, and Contractor then shall substantially complete the Work within the Contract Time.

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

Owner Representative
Name:
Title:
Email & Phone #:

Contractor Representative:
Name:
Title:
Email & Phone #:

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

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

Five Hundred Dollars (\$500) per calendar day.

SPECIAL PROVISIONS

Work hours as outlined in the construction documents

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

License No(s):
Classification(s):
Bid Limit:

(Counterpart Signature Page Follows)

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

MINUTE BOOK 93

735

OWNER - CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Printed Name: _____

Its: _____

Date: _____

CONTRACTOR

By: _____

Printed Name: _____

Its: _____

Date: _____

APPENDIX 2



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

MINUTE BOOK 93



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230531144610838

June 13, 2023

Ms. Valencia Johnson
Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the June 12, 2023, City Council meeting recommending the issuance of 020 - Restaurant Retail Liquor license as follows:

Condado Tacos 51 LLC
Trade name: Condado Tacos
2800 Cahaba Village Plaza, Suite 130
Mountain Brook, AL 35243

If you have any questions, please call me at 802-3823.

Sincerely,

Handwritten signature of Heather Richards
Heather Richards
City Clerk

Enclosure

c: Jon Archer
jarcher@jbplaw.com

Type License: 020 - RESTAURANT RETAIL LIQUOR
State: \$300.00 County: \$300.00
Type License:
State: County:
Trade Name: CONDADO TACOS
Filing Fee: \$50.00
Applicant: CONDADO TACOS 51 LLC
Transfer Fee:
Location Address: 2800 CAHABA VILLAGE PLZ; STE 130 MOUNTAIN BROOK, AL 35243
Mailing Address: 777 GOODALE BLVD; SUITE 200 COLUMBUS, OH 43212
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Product Type:
Type Ownership: LLC
Book, Page, or Document Info: 001-034-274
Do you sell Draft Beer?:
Date Incorporated: 08/11/2022 State Incorporated: AL County Incorporated: MONTGOMERY
Date of Authority:
Federal Tax ID: 68-3755541 Alabama State Sales Tax ID: R011703573

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Includes entries for Christopher Joseph Artinian and Joseph Daniel Kahn.

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JON ARCHER
Business Phone: 251-626-7704
Home Phone: 251-626-7704
Cell Phone: 251-626-7704
E-mail: JARCHER@JBPLAW.COM
Fax:

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:
Previous License Number(s):
License 1:
License 2:

APPENDIX 3



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230531144610838



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230531144610838



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CAHABA VILLAGE PROPERTIES, LLC 205-939-3111
What is lessors primary business? PROPERTY OWNERSHIP/MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3846 Display Square Footage:
Building seating capacity: 190 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition.

Initial each
Signature page
In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.
Applicant Name (print): Jon Archer for Condado Tacos 51, LLC
Signature of Applicant: [Handwritten Signature]
Notary Name (print): Shauna B. Mosley
Notary Signature: [Handwritten Signature] Commission expires: 5/20/24
Application Taken: App. Inv. Completed: Forwarded to District Office
Submitted to Local Government: Received from Local Government:
Received in District Office: Reviewed by Supervisor: June 12, 2023



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

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 58 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3844 Vann Road, Suite 100, Birmingham, Alabama 35236.

WHEREAS, during the duration of this Agreement, the City Manager for the Client may request in a writing to the Consultant's undersigned representative that it perform general traffic engineering services on small matters or projects affecting the City of Mountain Brook (the "Services" or collectively a "Project");

WHEREAS, the Consultant may commence work on a request for Services after, in writing, it acknowledges the City Manager's request and furnishes Client a scope of work (which will include a schedule) for the work it will perform in response thereto (the "Scope of Work"); and

WHEREAS, the Client and Consultant agree that the Services will be performed according to the terms of this Agreement (which include Exhibit A), the City Manager's written request, and Consultant's Scope of Work, all of which along with the Addendum constitute the entire Agreement concerning the performance of Services hereunder.

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

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

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

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

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and services as requested by the City on a time and materials basis, including reimbursement of out-of-pocket expenses, according to the labor rate and expense schedule included in Exhibit A. The maximum amount billable under this contract shall be \$20,000.00. The duration of the contract shall be for a period not to exceed twenty-four (24) months from the date of execution of the agreement, or until such a time that the maximum amount billable under this agreement has been expended.

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

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

4. STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 4

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

CLIENT: CITY OF MOUNTAIN BROOK, AL CONSULTANT: SKIPPER CONSULTING INC.
By: [Signature] By: Richard L. Caudle
Printed Name: Stewart Walsh III Printed Name: Richard L. Caudle, P.E.
Title: Mayor Title: Senior Traffic Engineer
Date: 6-12-23 Date: June 6, 2023

EXHIBIT "A"

Skipper Consulting, Inc.
Hourly Labor Rates

Classification	Hourly Rate
Clerical	\$ 50.00/hour
Engineering Technician	\$ 85.00/hour
Technician/CADD I	\$ 50.00/hour
Technician/CADD II	\$ 100.00/hour
Traffic Engineer I	\$ 110.00/hour
Traffic Engineer II	\$ 135.00/hour
Traffic Engineer III	\$ 180.00/hour
Senior Traffic Engineer I	\$ 190.00/hour
Sr. Transportation Engineer/Planner	\$ 200.00/hour
Senior Traffic Engineer II	\$ 215.00/hour
Principal	\$ 235.00/hour

Direct Expenses

Mileage	IRS current rate plus 10%
Traffic counts, etc.	cost plus 10%
Misc. Direct Expenses	cost plus 10%

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. - TRAFFIC ENGINEERING SERVICES (On-Call Traffic Engineering Services)

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

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law.

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 4

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

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

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

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

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

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

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

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

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

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

CITY: CITY OF MOUNTAIN BROOK CONTRACTOR: SKIPPER CONSULTING INC.
By: [Signature] By: Richard L. Caudle
Printed Name: Stewart Welch III Printed Name: Richard L. Caudle, P.E.
Title: Mayor Title: Senior Traffic Engineer
Date: 6-12-23 Date: June 6, 2023



5/26/2023

Attn: Jess Sirkin
 School Engineering Company, INC
 1001 22nd Street South
 Birmingham, AL 35205

Ref: Mountain Brook Jr High School Drainage Improvements Project
 Project no B -20220926-823

Subject: Change Request
 Asphalt Overlay Front Parking Lot

Jess,
 We propose to furnish all Supervision, labor, construction equipment, payroll taxes, and insurance necessary to perform the referenced additional work in accordance scope of work and information received to overlay MBH front parking lot. Basic scope and clarifications are listed below. Proposed layout of parking lot work and stripping included for your review.

Basic Scope

- 1,856 SY Mill 1.5" at gutters and tie ins
- 80 Tons asphalt binder patching - 3" depth
- 3,000 LF of liquid crack fill
- 5,069 SY 1.5" asphalt overlay
- Parking lot stripping - 2 coats (see attached sketch for layout)
- Rubberized speed bumps (shown on attached sketch)
- Parking lot signage - ADA signs and 1 "ONE WAY" sign
- 5 EA concrete wheel stops (for ADA spaces)
- Pressure wash curbs and sidewalks at parking lot area
- Replace 20' x 16' concrete at right side of Overbook Road Exit
 - o 8" thick concrete
 - o One mat #4 rebar at 12" OCEW
 - o 4000 PSI concrete (ALABAMA OCRA colored concrete)
 - o Demo and replace damaged sections of curb and ramp.
 - o NO crosswalk painting included (City to Provide)

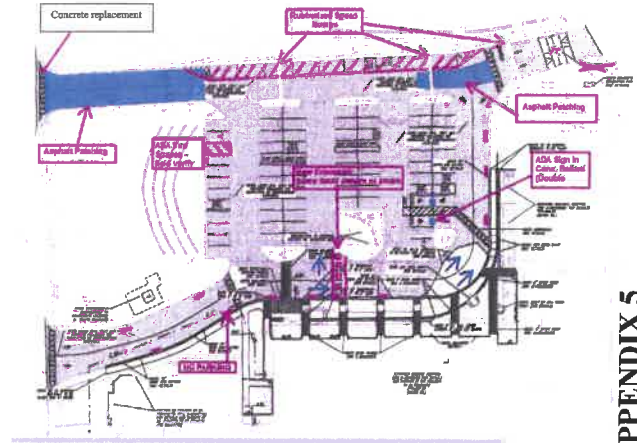
Price Breakdown

Asphalt work	\$ 138,960
Parking lot Striping	\$ 10,238
Rubberized Speed Bumps	\$ 7,875
Parking lot Signage	\$ 6,300
Concrete Wheel Stops	\$ 955
Pressure Wash Curbs and Sidewalks	\$ 5,895
Concrete Replacement	\$ 9,070
TOTAL	\$ 179,293

Please review and let us know if you have any questions.

Regards,

Daniel Walker



APPENDIX 5

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