

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 13, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 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 13th day of November, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Smith called the pre-meeting to order and the roll was called with the following results:

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

Absent:

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

1. AGENDA

1. Recognized special guests (Boy Scouts)
 - Troup 63 out of Canterbury Church
 - Working on Citizen of the Community Merit badge

2. Guardrail costs for east Cherokee Road

Ronnie Vaughn-Public Works Director

- There is about 737 feet of guardrail that would need to be installed
- This is not in the budget for this year
- Having the guardrail would be a good improvement for east Cherokee Road
- Since this is not a dire emergency, could put in next year's budget

Lloyd Shelton-Council Member

- Would not want to delay until next year's budget, would like to proceed now

Gerald Garner-Council Member

- Once a safety issue is recognized, the council needs to what can be done
- Would like to proceed with the guardrail

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-192)

3. Update on the City's United Way campaign

Ronnie Vaughn-Public Works Director

- Summary of campaign: Increased in 4 of 6 departments, bypassed what was raised last year by \$934, and collected a total of \$16,828

Sam Gaston-City Manager

- Mountain Brook employee's have been #1 for over 20 years (per capita giving) of all the municipalities in our 6 county area

4. Speed limit recommendations for Colonial Hills

Jaye Loggins-Police Chief

- Verified the speed limits for Alden Lane, Warren Drive, and Winthrop Avenue
- There has not been a report of a speed issue in the area
- These speed limits are consistent with basic residential speed limits
- Would not recommend changing speed limits
- The traffic consultant agreed the speed limits do not need to be changed

5. Contract amendment with Gresham Smith Partners for the Old Brook Trail and Canterbury Road bridge projects

Sammy Harton-Gresham Smith Partners

- In June the council approved a supplemental agreement to redesign the bridge to avoid a sewer main conflict
- This was forwarded to ALDOT for their review
- ALDOT came back with markups that cut it in half
- ALDOT agreed to \$78,000
- Cut fee down to \$115,000
- This request saves the city \$150,000 to not relocate the sanitary sewer

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2023-193)

6. Conditional Use for an office in the 2nd floor of the old Barton Clay Jewelers location at 2701 Cahaba Road

Dana Hazen-Director of Planning, Building, and Sustainability

- Based on the survey of the subject property, parking spaces are in the public right-of-way
- There are uses all through the villages that do not have the required number of parking spaces on site
- Previously this was a retail jeweler
- This application looks at the main floor and the second floor
- Do not know, at this time, what the future use would be at the ground level
- The second floor is before the council for a conditional use

Billy Pritchard-Council President Pro Tempore

- This is asking for a second floor approval without knowing what is going on the first floor
- According to ordinance it would require 33 parking spaces
- There are only 13 parking spaces in the right-of-way and zero on-site
- According to our ordinance, the council needs to consider the issue of parking
- Troubled with trying to decide the second floor without knowing what will be on the first floor

Ken Polk-Applicant

- The offices would be for himself and affiliated company who are located in Europe
- There may be 1-3 people in the office space

Lloyd Shelton-Council Member

- The usage on the second floor would be so irregular, feels comfortable in moving forward without knowing what will be on the first floor

Billy Pritchard

- Heard from a tenant: they stated everything is great at Lane Parke except for lunchtime
- Would like more time to consider

Virginia Smith

- Will take it up at the next council session on November 27th

7. ROW encroachment agreement for property at 3613 Montclair Road between Brookshire Condos and Gaywood Circle

Dana Hazen-Director of Planning, Building, and Sustainability

- There is an unimproved right-of-way that was established in 1927 and there is a parcel of land in the back
- This went to the planning commission to have the property resurveyed into one lot
- There have been individuals interested in buying it; however, have been turned off by how to access the property
- Currently there is not a buyer
- The issue is how to control drainage on right-of-way and the weight of emergency vehicles and their ability to turn around at the end
- This is a request for an encroachment agreement which is typically what happens when someone puts a driveway in an alley or parking pad in ROW
- The driveway will come after the sidewalk installation

Phillip Currie-Sain Associates

- The sidewalk project would not interfere with the driveway in the future
- Regarding drainage: Can keep existing drainage facilities in that ditch and ROW
- The existing water would flow just like existing water flows

Charlie Beavers-Attorney for property owner

- A provision in the agreement states the drainage and how the culvert will be has to be permitted by the city
- This is an old dedicated public road that was never accepted by the city for maintenance and never improved
- This is the only way to the property and the only way to sell it is to have a driveway
- Asking the city to allow the owner to build a driveway
- This is a license only that does not accrue any right or title and allows the property owners to use it and improve it (subject to full permitting by the city)

Whit Colvin-City Attorney

- Wants to make sure the driveway profile matches up
- Could always make note on exhibit to allow wiggle room to prevent amendments in the future
- This is an unimproved ROW that will have an improved encroachment on it
- If approved, it will need to be approved subject to appropriate revisions of the exhibit to reflect flexibility

Charlie Beavers

- The property owner will maintain it, the city has no responsibility to maintain it

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-194)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of good name and character and real estate and that the City Council shall reconvene upon conclusion of the executive session to the regular council meeting. 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 Graham Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:


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

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:49 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on November 13, 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 November 27, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 13, 2023**

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

The City Council of the City of Mountain Brook, Alabama met in person at 7:09 p.m. on the 13th day of November, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

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

Absent:

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the October 23, 2023, regular meeting of the City Council

2023-186	Accept the proposal submitted by Sain Associates with respect to the supplement services regarding the Pine Ridge Road sidewalk project	Exhibit 1, Appendix 1
2023-187	Ratify the Mountain Brook Fire Department's application for a \$75,000 grant from Jefferson County Commission's Community Grant and Infrastructure Assistance program	Exhibit 2, Appendix 2
2023-188	Establish the employees' and retirees' monthly premiums for medical insurance effective for employee payroll checks dated December 8, 2023, and retiree premiums due on January 1, 2024	Exhibit 3, Appendix 3
2023-189	Execute an Intergovernmental Agreement with Jefferson County with respect to the contingency funding to support the Electronic Collection Event held at the Birmingham Zoo	Exhibit 4, Appendix 4

2023-190	Award bid [B-20231030-902] for one Public Works Administrative Vehicle to Hendrick Dodge Ram	Exhibit 5, Appendix 5
2023-191	Authorize the sale or disposal of certain surplus property	Exhibit 6, Appendix 6
2023-192	Accept the proposal submitted by Alabama Guardrail Inc with respect to the guardrail for east Cherokee Road	Exhibit 7, Appendix 7
2023-193	Accept the revised additional services proposal submitted by Gresham Smith with respect to the bridge replacement on Old Brook Trail over Little Shades Creek and Bridge Rehabilitation on Canterbury Road over Watkins Creek	Exhibit 8, Appendix 8

Thereupon, the foregoing minutes and resolutions (Nos. 2023-186 through 2023-193), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2023-186 through 2023-193) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

2. CONSIDERATION OF RESOLUTION (NO. 2023-194) AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY (ROW) ENCROACHMENT AGREEMENT WITH PATRICK COONEY AND VIRGINIA COONEY AS TRUSTEES OF THE LIZBETH COONEY QUALIFIED PERSONAL RESIDENCE TRUST NO. 1 WITH RESPECT TO THE PROPERTY LOCATED AT 3613 MONTCLAIR ROAD SUBJECT TO APPROPRIATE LANGUAGE BEING ADDED TO PROVIDE FLEXIBILITY (EXHIBIT 9, APPENDIX 9)

Richard Abernethy-2312 Brookshire Place

- Issue is the drainage
- There is a lot of water that comes through behind Brookshire Place
- All of the water from Brookshire drains to the southeast corner of the property
- If anything was done to block the water (such as a driveway), it would flood Brookshire Place

Whit Colvin-City Attorney

- There will have to be provisions made for drainage
- This would not increase the storm water runoff that is already there at the property

Virginia Smith-Council President

- The encroachment agreement comes with a picture that includes the drainage

Charlie Beavers-Attorney for property owner at 3613 Montclair Road (4348 Old Brook Trail)

- The agreement requires that they comply with all requirements of the city that apply to drainage
- The city's ordinance does not allow a development to increase the surface water and drainage

Council Member Shelton made a motion to approve Resolution 2023-194 authorizing the execution of a right-of-way (ROW) encroachment agreement with Patrick Cooney and Virginia Cooney as trustees of the Lizbeth Cooney Qualified Personal Residence Trust No. 1 with respect to the property located at 3613 Montclair Road subject to appropriate language being added to provide flexibility. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Virginia Smith called for a vote with the following results:

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

Nays: None

Council President Virginia Smith declared Resolution (No. 2023-194) is hereby passed by a vote of 5-0 (Exhibit 9, Appendix 9)

3. COMMENTS FROM RESIDENCES AND ATTENDEES

Ila Broyles-2916 Pump House Road

- Moved to Pump House Road about a year ago
- Was aware of the plans to rebuild Pump House Road; however, it was not clear the property would be directly impacted
- In reviewing the documents: they are making a three lane bridge and changing the trajectory that Pump House come to Highway 280
- Speeding is a concern in neighborhood
- Concerned as a neighborhood that this will encourage speeding
- In general the concern is ALDOT plans to help commute times for travelers are at a direct cost to the quality of life of the neighborhood

Sam Gaston-City Manager

- Spoke with DeJarvis Leonard, the head of the ALDOT district
- May have some opportunities with ALDOT to make traffic calming
- Leonard stated he would work with the City and some residents to make some changes to calm some of the traffic
- Currently doing a traffic speed study in that area, should have the data next week

Ila Broyles

- Spoke with ALDOT engineer who stated their main rational to moving it to a three lane bridge is to keep it open for the residents
- This seems like overbuilding for a short term pain
- Would like to have a constructive conversation to come up with more creative solutions

Laura Denson-2917 Pump House Road

- This will be a major impact on life and for the City of Mountain Brook
- Felt blindsided with ALDOT's plans, did not know about it until it was too late
- Looked at traffic study from 2022: There will be about 100 people a day that will be suffering at that end of the road
- Would rather have 18 months of pain from ALDOT closing the bridge, than see a lifetime of looking at traffic speeding through
- This is a residential road where families play in the road and speeding in the neighborhood is a problem

Virginia Smith-Council President

- Will try to get a meeting with DeJarvis Leonard scheduled

4. ANNOUNCEMENT

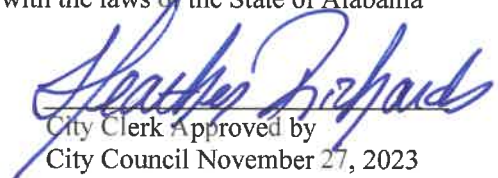
Council President Virginia Smith announced the next regular meeting of the City Council is November 27, 2023, 7:00p.m.

5. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:29 p.m.

6. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on November 13, 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 November 27, 2023

EXHIBIT 1

RESOLUTION NO. 2023-186

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to supplement services regarding the Pine Ridge Road sidewalk project.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2023-187

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the Mountain Brook's Fire Department's application for a \$75,000 grant from Jefferson County Commission's Community Grant and Infrastructure Assistance Program.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2023-188

WHEREAS, the City's monthly Local Government Health Insurance Plan (LGHIP) medical/dental insurance premiums as established by the State Employees' Insurance Board (SEIB) effective January 1, 2023, are as follows:

BCBS of Alabama

Active employee – 3.5% increase

Single (dental) \$6.08

Family (dental) \$1,483

Retiree (without Medicare coverage) – 3.5% increase

Single (dental) \$1,257

Family (dental) \$2,317

Family (dental) (spouse w/ Medicare) \$1,459

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that (notwithstanding the provisions enumerated in Resolution No. 2014-084 adopted on July 14, 2014) the monthly medical/dental insurance premiums will be shared by the City, employees, and retirees as follows effective a) for employees with the payroll period ending December 4, 2023 (payroll checks dated December 8, 2023) and b) January 1, 2024 for retirees:

Monthly Premiums – BCBS of Alabama			
	Employee / Retiree	City	Total
Employee (single coverage)	S-0-	\$608	\$608
Employee (family coverage)	\$431	\$1,052	\$1,483
Retiree (single/no Medicare coverage)	\$216	\$1,041	\$1,257
Retiree (family/no Medicare coverage)	\$688	\$1,629	\$2,317
Retiree (family/dependent w/ Medicare)	\$688	\$771	\$1,459

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2023-189

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an Intergovernmental Agreement between the City and Jefferson County, in the form as attached hereto as Exhibit A, with respect to contingency funding to support the Electronic Collection Event held at the Birmingham Zoo.

APPENDIX 4

EXHIBIT 5**RESOLUTION NO. 2023-190**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20231030-902] for one (1) Public Works Administrative Vehicle in the amount of \$46,644.95 to Hendrick Dodge Ram having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

APPENDIX 5**EXHIBIT 6****RESOLUTION NO. 2023-191**

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

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

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

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

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

APPENDIX 6**EXHIBIT 7****RESOLUTION NO. 2023-192**

WHEREAS, by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the proposal submitted by Alabama Guardrail Inc., in the form as attached hereto as Exhibit A, with respect to the guardrail for east Cherokee Road.

APPENDIX 7**EXHIBIT 8****RESOLUTION NO. 2023-193**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the revised additional services proposal submitted by Gresham, Smith, in the form as attached hereto as Exhibit A, with respect to the Bridge replacement on Old Brook Trail over Little Shades Creek and Bridge Rehabilitation on Canterbury Road over Watkins Creek (Resolution 2023-096).

APPENDIX 8

EXHIBIT 9

RESOLUTION NO. 2023-194

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a right-of-way encroachment agreement between the City and Patrick S. Cooney and Virginia L. Cooney as trustees of the Lizbeth B. Cooney Qualified Personal Residence Trust No. 1, in the form as attached hereto as Exhibit A, with respect to the property located at 3613 Montclair Road subject to appropriate language being added to provide flexibility.

APPENDIX 9


 August 9, 2023
 November 6, 2023
 AS NEGOTIATED

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

 SUBJECT: Supplement services on Pine Ridge Road sidewalk
 CMAQ-3718(251)
 SA Project #17-0228

Dear Sam:

We appreciate the opportunity to submit this proposal for surveying, engineering and right of way services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

This scope of work is for supplemental services required for the project. At the time of the scoping of the original contract for the design, it was expected acquisitions would be needed, but the number of affected parcels was unknown. Since right of way fees are highly dependent on the number of affected parcels, right of way services were excluded. As a result, this supplemental services agreement is primarily for the preparation of a right of way map, tract sketches, legal description, and acquisition services.

In addition, during the environmental phase, it was discovered that some of the existing retaining walls are considered of significance to the historical nature of the property. Through discussions with ALDOT, Sain understands the existing walls can be removed and replaced. For the new walls, a concrete wall will be installed with a stone façade and battered face. Since these will be non-standard walls, a structural engineer will be contracted to prepare a detail which will be submitted to ALDOT for review and approval.

Finally, upon review of the existing drainage infrastructure, ALDOT and the City agreed that several pipes crossing under Pine Ridge Road to the east require replacement since they are vitrified clay pipes. Since the original project limits were not intended to extend to the east side of the road, this requires additional survey and additional property research for establishment of the right-of-way and property lines on the east side of the road. Since these existing pipes extend past the present right of way, additional right of way must also be acquired. These right of way acquisitions on the east side of the road were not shown on the displays for the public involvement meeting. Therefore, letters and sketches must be prepared depicting the acquisitions on the east side of the road, and coordination with affected property owners must be completed and included within the project environmental document.

Engineering Better Partnerships

 Pine Ridge Road sidewalk
 City of Mountain Brook
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Scope of Services

Environmental Document

Sain will prepare sketches and letters for the City to send to the affected property owners located on the east side of the road, as required by ALDOT. This is a result of the additional drainage not anticipated prior to the public involvement meeting. Since these additional drainage and related property impacts were not shown at the initial public involvement meeting, the purpose of the letters and additional coordination is to document that all property owners were informed of the impacts to their property.

Topographic Survey

Additional topographic survey is required for locating information on the east side of the roadway including drainage pipes, outlet ditches, establishment of the east side right of way and property lines.

Additionally, it is expected that property owners affected by right of way and easement acquisitions will require the proposed right of way and easements be staked on their property. ALDOT has agreed to provide right of way and easement staking services for the project, so all staking by Sain has been excluded from this scope of services.

Right of Way

Currently, there are 37 tracts estimated to require either additional right of way, permanent drainage easements, or temporary construction easements for construction of the proposed improvements. Some of these tracts will require a combination of additional right of way and easements. Sain will prepare a right of way map for submittal and approval, and Sain will contract with Wisener LLC to perform the appraisals and acquisitions of the right of way and easements.

If the City desires, sketches will be prepared for all of the properties. The sketches, along with a letter, will be sent to each property owner requesting the right of way or easement be donated to the City. Wisener can request these donations for \$500/tract.

If the property owner donates, no appraisal or additional request will be required of the property owner. If the property owner does not donate, an appraisal, tract sketch and legal description will be provided for the acquisition. Wisener will contact, communicate, and coordinate the offer and proceed with the process of acquiring the required right of way or easement. Wisener will provide these services for \$3500/tract. Since the number of property owners that will be willing to donate right-of-way or easements is unknown, this scope will be provided on an hourly not to exceed basis. As a result, the City will only be billed for the specific acquisition services required.

Since the sidewalk is located in front of residential properties, impacts to mailboxes, trees, landscaping, driveway features, retaining walls, and other decorative items are expected. Sain's role during the right of way process is to coordinate with Wisener and assist with communication to the property owners when responding to technical questions related to the plans, improvements, and impacts. Sain will also serve as a liaison between Wisener, the City, and ALDOT. Time associated with this coordination and

 Pine Ridge Road sidewalk
 City of Mountain Brook
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 Page 3


communication is included within the Design Plans task below, to correspond with ALDOT's mandatory spreadsheet.

Design Plans

The original contract was based on a combination Plan in Hand and PS&E submittal and review. However, based on the detail and the amount of right of way and easements needed for the project, it has been determined by ALDOT that 2 separate reviews will be required: a Plan in Hand review and a PS&E review. As part of this supplement, we have accounted for an additional submittal, review meeting, and time for addressing the additional review comments.

For additional drainage impacts related to the replacement of existing cross drains, Sain will analyze the existing cross drains, evaluate downstream conditions at the outfalls, and update the plans and cross sections to reflect the additional survey and design changes.

Sain will contract with Structural Design Group to prepare a signed and sealed detail for the required retaining walls for the project, which will consist of concrete walls with a stone façade. Sain will revise the plans to include the retaining wall details.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: lighting and landscaping, ROW staking services, sanitary sewer or water design, all other exclusions from the original contract.

Fees

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

Environmental Document	Lump Sum \$2,907
Field Survey	Lump Sum \$11,068
Right of Way	Hourly not to exceed budget of \$215,104
Design Plans	Lump Sum \$50,798
Total Estimated Budget	\$279,877

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

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



MINUTE BOOK 93



Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 948-6426
www.sain.com

Terms and Conditions

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

Proposal Limitations

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

Schedule

Design plans have been submitted to ALDOT for Plan-in-Hand review and a Plan-in-Hand review has been held. Comments from that review are currently being addressed and right of way and easement acquisition limits are being confirmed. Upon receiving approval of this supplement from the City and ALDOT, Sain will prepare the required right of way map within 3 weeks and submit to ALDOT for review. Following approval of the map, we will move forward with sketches and the donation request process. The timeframe required for appraisals and acquisitions will vary depending on the number of property owners that are willing to donate.

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

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
Infrastructure Team Leader/Associate
AL No. 32400

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E. / Practice Leader/Sr.
Principal / AL No. 26339

Signature of Authorized Representative

Date: 11/16/23

Enclosures:
Proposal from Wisener LLC
Sain Terms & Conditions (sch. 2023)

ACCEPTED:
CITY OF MOUNTAIN BROOK

BY:

Signature of Authorized Representative

Stewart Welch

Print Name & Title

Date: 11-13-23

Engineering Better Partnerships

APPENDIX 1



WISENER, LLC
Real Estate Acquisition And
Engineering Services

January 2, 2022

BREAKDOWN OF FEES

Sain Associates
Attn: Alicia Bailey, P.E.
Two Perimeter Park South, Suite 500 East
Birmingham, AL 35243

Donation Requests- 40 tracts @ \$500 per Tract = \$20,000

IF DONATIONS ARE NOT GIVEN:

Appraisal, appraisal review, negotiations and project management:

Total \$3,500 per tract for those tracts that did not donate

Re: Estimate for Right-of-Way Acquisition Services
Project: CMAQ-3718(251)
Sidewalk Project Pine Ridge Road
City of Mtn. Brook

Dear Ms. Bailey:

We would first like to thank you for considering our services for this project. We have reviewed your request concerning the above referenced project to provide the following services:

Donation Requests- We will negotiate with property owners requesting that they donate the easements using approved ALDOT forms and procedures

If donations are unsuccessful, the following will be necessary:

Appraisal- 40 Appraisals - Appraisal will be completed in accordance to State and Federal guidelines as a before and after report and following USPAP.

Appraisal Reviews- 40 tracts- The appraisal reviewer will follow guidelines as set out in the State and Federal guidelines as well as USPAP.

Negotiations (40 tracts)

Negotiations with the property owners of this project using appropriate State and Federal guidelines.

Project Management

Coordination between City & State

Coordination between project and design consultant on row issues

We have estimated our fees to provide the above services and those fees are broken down on the second page of this proposal. This fee is based on the acquired right of way as shown on the illustrations provided by your office and a visual inspection of the project. This proposal does not include appraisals for court or expert witness fees, title searches or closing costs. If it is determined that these services will be needed, we can add them in a supplemental agreement.

Thank you again for considering our services and we look forward to working with you. Please let me know if you have any questions.

Sincerely,

Bradley Wisener

Retainer:	
Principal:	\$210.00 - \$300.00 per Hour
Engineer/Planner:	\$105.00 - \$160.00 per Hour
Senior Engineer:	\$165.00 - \$220.00 per Hour
GIS Professional:	\$130.00 - \$190.00 per Hour
Designer:	\$95.00 - \$140.00 per Hour
Surveyor:	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person):	\$110.00 per Hour
Survey Crew (1-Person + Robot):	\$165.00 per Hour
Survey Crew (2-Person):	\$190.00 per Hour
Survey Crew (2-Person + Robot):	\$240.00 per Hour
Survey Per Diem:	\$170.00 per person per night
Administrative Support:	\$45.00 - \$90.00 per Hour

Reimbursable Expenses

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

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is to pay dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will have a past due statement with interest of 15% per month from said delinquent (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be liable for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AI Immigration Law Compliance

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

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent consisting of the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

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

Reliance on Information Provided by Others

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

Schedules, Budgets and Estimates or Opinions of Cost

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

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Job Site Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guarantee, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work involved to Client.

Terms and Conditions, Page 1 of 2

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

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

Limitation of Remedies

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

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irreparably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

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

Force Majeure

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

Termination of Contract

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

Ownership of Documents

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

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

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

Conflicting or Inconsistent Terms/Severability

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

Schedule 2023

Terms and Conditions, Page 2 of 2

APPENDIX 2



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama - 35213 Phone: (205) 602-3638



October 13, 2023

Dear Commissioner Bolin,

The Mountain Brook Fire Department provides fire and emergency medical services to approximately 22,000 residents within the City of Mountain Brook. Additionally, we provide contract fire and emergency medical services for 257 households within unincorporated Jefferson County. We are seeking the Commission's assistance in purchasing equipment that would help us provide efficient services to these residents.

We are seeking assistance to purchase an extractor for personal protective equipment. The extractor is utilized to clean personal protective equipment (firefighter turnout gear). This process helps to prevent firefighter exposure to carcinogens. When personnel are exposed to possible or confirmed carcinogens, their PPE is washed. Our current extractor meets our needs but if multiple personnel are exposed the cleaning process can be very time consuming with a single extractor. Adding a second extractor would assist us in cleaning and returning PPE to service more quickly.

Additionally, we are seeking assistance in purchasing a compressor and filling station for self-contained breathing apparatus (SCBA) bottles. These SCBA air packs are worn by firefighters and provide clean breathing air in toxic environments. Currently we are awaiting installation of a unit at one of our stations, but we have been delayed for several months. We also have a compressor and fill station air trailer that we utilize for our training division and as a back up to our primary SCBA filling station. This unit is currently operating at half its capacity and is requiring extensive maintenance to continue to operate. Adding a second fill station at Station 1 would help us stabilize our filling process where we are currently dependent upon surrounding departments to meet our needs. We would like to help the surrounding departments in the same way. Having this second filling station would meet our needs and would allow us to assist neighboring departments to meet their needs also.

We are asking for assistance for \$75,000 to purchase these items. However, we are seeking any assistance possible.

Sincerely,

Jonathan King
Executive Lieutenant

J:\Minutes & Agendas\Council\2023\20231113 Minutes.docx

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY INFRASTRUCTURE AGREEMENT

WHEREAS, the Jefferson County Commission adopted a Community Grant and Infrastructure Assistance Program; and

WHEREAS, under this Program, Mountain Brook Fire Department, applied for a grant of funds for \$75,000.00 to assist with the purchase and installation of an extractor to clean personal protective equipment (firefighter turnout gear) and to assist with the purchase and installation of compressor and filling station for self-contained breathing apparatus (SCBA) bottles; and

WHEREAS, the Mountain Brook Fire Department, meets the eligibility requirements of the Infrastructure Assistance Program; and

WHEREAS, Commissioner Michael Bolin has recommended funding of \$75,000.00 from his discretionary infrastructure budget to the Mountain Brook Fire Department, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on November 7, 2024.
2. The County shall pay to the Mountain Brook Fire Department, a lump sum payment of \$75,000.00 upon execution of this agreement.

November 13, 2023

3. The Mountain Brook Fire Department shall use the public funds to assist with the purchase and installation of an extractor to clean personal protective equipment (firefighter turnout gear) and assist with the purchase and installation of compressor and filling station for self-contained breathing apparatus (SCBA) bottles

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Mountain Brook Fire Department., shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Bolin a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by November 7, 2024 whichever shall occur first.

5. Mountain Brook Fire Department., shall create, collect, and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts, and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Mountain Brook Fire Department, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Mountain Brook Fire Department., representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Mountain Brook Fire Department., representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

James A. Stephens, President
Jefferson County Commission

MOUNTAIN BROOK FIRE DEPARTMENT

Its

JONATHAN KING, LIEUTENANT

Date



NAFECO
Mailing: P.O. Box 2928
Physical: 2601 Bellline Road
Decatur, AL 35602-2928
(800) 628-6233
info@nafeco.com

Quotation
Q0323081631809

Date: 2023-08-16
Expires: 2023-12-15
FOB: Destination

Customer Number: M0350
Customer Information: MOUNTAIN BROOK FIRE DEPT
Address: 102 Tibbett Street
Mountain Brook, AL 35213
Attention: Lt King
Phone: 205-438-3008
Email: kingj@mtmbrook.org
Prepared By: John Wilson

Qty	Item #	Description	Each	Total
4	C-6000-LIN	Arctic 6000 PSI UNISO Storage Cylinders	\$1,904.00	\$7,616.00
1	/A-RKV4L	Arctic 4 Cylinder Inline Rack	\$1,478.00	\$1,478.00
4	/A-I1350	CGA-702 Nut & Nipple with JIC Elbow (for use with Cascade Control Panel)	\$64.00	\$256.00
4	/A-H1000-0072	Arctic 6' Connectionn Hose	\$81.00	\$324.00
1	/A-H1000-0120	Arctic 10' Connectionn Hose	\$122.00	\$122.00
1	/C-E4-10-A6-E1C	Arctic 14 CFM 6000 PSI Cabinet Compressor w/ CO Monitor Single Phase	\$30,577.00	\$30,577.00
1	/A-S5000	Arctic Low Oil Switch	\$374.00	\$374.00
1	/A-S1300	Arctic High Temp Switch	\$227.00	\$227.00
1	/EXD-ACE-SILVER	Arctic Ace Silver 5 Year Warranty	\$882.00	\$882.00
1	/SHP	SHIPPING	\$1,955.00	\$1,955.00
1	/INSTALL	Installation, Start Up, & Training	\$1,295.00	\$1,295.00
1	C-FS2PA55	Arctic Two Position Fill Station w/ Auto Cascade	\$15,564.00	\$15,564.00
Freight Charges			TBD	
Total				\$60,670.00

tax & freight to be determined

Notes: Price includes Delivery and Installation NPP Contract # PS20045

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com
November 13, 2023

APPENDIX 3

Tyler Slaten
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802.3811
Fax: 205.879.6913
slaten@mtbrook.org
www.mtnbrook.org



1098

MINUTE BOOK 93

Jefferson County and City of Mountain Brook Intergovernmental Agreement
Contingency Funding for Electronic Collection Event, Birmingham Zoo

DATE: November 13, 2023
TO: Mayor, City Council & City Manager
FROM: Tyler Slaten, Senior Planner
RE: 2024 Jefferson County Recycling Event Agreement

Jefferson County is asking Mountain Brook to contribute to their county wide electronics recycling event at the Birmingham Zoo. The intergovernmental agreement between the Jefferson County Commission and the city of Mountain Brook for contingency funding would be the same as 2023, which is for an amount not to exceed \$1,500. The total amount paid by the city of Mountain Brook in 2023 was \$1,156.50. The 2023 event received 11,520 pounds of paper and 36,735 pounds of electronics. Of the 551 vehicles that participated, 126 were from Mountain Brook. The date for the 2024 event is January 27th from 9 am to 11:30 am.

This intergovernmental Agreement (IGA) establishes an agreement between the Jefferson County Commission (County) and the City of Mountain Brook (City) in order for the County to provide contingency funding to support the Electronic Collection Event held at the Birmingham Zoo.

Whereas the County and the City must comply with the public education and involvement requirements of the National Pollutant Discharge Elimination System (NPDES) Permit;

Whereas the NPDES Permit requires that a program to promote, facilitate, and enforce the proper management and disposal of oils, toxics, and household hazardous waste be offered to residents, thereby preventing these materials from being carried by stormwater into the storm drainage system and negatively impacting water quality in rivers, creeks, lakes, and streams; and

Whereas, the County desires to assist the City with its participation in funding a portion of the costs associated with the Electronic Collection Event held at the Birmingham Zoo; and

Whereas, the County has determined it is in the public interest to provide public funds to assist in Electronic Collection Events for Jefferson County residents.

NOW THEREFORE, the County and the City agree as follows to fund the Electronic Collection Event held at the Birmingham Zoo:

1. The City agrees to provide funding in an amount not to exceed \$1,500 toward the total cost of the event, including the cost of resources, staff, and recycling of TVs and CRT monitors charged by the vendor;
2. The County agrees to provide contingency funding in an amount not to exceed \$1,500 toward the cost of providing additional resources, including trucks for transporting collected electronics, trucks to collect increased paper shredding volume, staff, etc. to accommodate increased public participation and capacity at this event.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Date

CITY OF MOUNTAIN BROOK

Stewart Welch, Mayor

11-13-23

Date

APPENDIX 4

MINUTE BOOK 93

1099

BID TABULATION AND RECOMMENDATION

BID NUMBER – B-20231030-902

Public Works Administrative Vehicle

11/9/23

Public Works Administrative Vehicle Bld

Bids were solicited for the City of Mountain Brook's for a public works administrative vehicle, B-20231030-802 for the Public Works Department. All Bids were opened and Publicly reviewed on November 9, 2023 at 10:00 a.m. Please find the attached bid tabulations for the public works administrative vehicle. I am recommending we award the public works administrative vehicle contract to Hendrick Dodge Ram, their bid satisfied all vehicle specs and were the only bid on this day.

Assistant Director Public Works
James S. Gay

James S. Gay

Voyles Chrysler Dodge

Hendrick Chrysler Dodge \$46,644.95

McSweeney Dodge

Assistant Director James Gay
Mountain Brook Public Works Department

**CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)**

BID COVER SHEET – BID NUMBER B-20231030-902
 Bid Request Posted this Date: October 27, 2023
 Bids to be opened this Date and Time: November 9, 2023 10:00am

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 *et seq.* and 31-13-1 *et seq.*, and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

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

Sam Gaston
Sam S. Gaston, City Manager and Purchasing Agent

BIDDER Hendrich COR TELEPHONE 205-760-9091

ADDRESS 1624 Montgomery Hwy

EMAIL Christian.groenke@hendrickauto.com

CITY Haver STATE AL ZIP 35216

BID AMOUNT (AS PER SPECIFICATIONS) \$ 46,644.95

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Sworn to and subscribed before me on this
12 day of November, 2023
Janet Vinsay Farber
 Notary Public
 My Commission Expires: 03/03/24

Auth. Signature: CS Goette
 Name: Christian Goette
 Title: Commercial Manager

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November 13, 2023

APPENDIX 5

Name	Company	Phone	E-Mail
James Gay	City of Mountain View	382-3870	jay.wood@mountainview.ca.gov
Sam Gitter	City	812-3803	gitter@cityofmountainview.ca.gov

BID COVER SHEET - BID NUMBER B-20231030-902

Bid Request Posted this Date: October 27, 2023
Bids to be opened this Date and Time: November 9, 2023 10:00am

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

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The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

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

Sam Gaston
Sam S. Gaston, City Manager and Purchasing Agent

BIDDER Hendrick COJR TELEPHONE 205-760-9091
ADDRESS 1624 Montgomery Hwy
EMAIL Christina.goecke@Hendrick.com
CITY Haver STATE AL ZIP 35216
BID AMOUNT (AS PER SPECIFICATIONS) \$ 46,644.95

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: CS Goecke
Name: Christina Goecke
Title: Commercial Manager
Notary Public: Christy Kirby, Jaber
My Commission Expires: 03/03/24

~ 1 ~

NOTICE TO BIDDERS

The City of Mountain Brook is seeking the lowest and best bid for a 2023 Dodge Charger R/T RWD 5.7L V8 HEMI for The City of Mountain Brook. Specifications may be obtained from Assistant Director James Gay located at 3579 East Street, Birmingham, Alabama 35243. For information call (205) 802-3870. Sealed, written proposals, will be received until in the Office of the City Manager, at which time they will be publicly opened and read.

BIDDER QUALIFICATIONS

Only companies that have been actively engaged in the sales and service industry of Dodge Chargers for a minimum period of five (5) years will be considered qualified to respond to this bid.

Bidders must provide The City of Mountain Brook with a history of their company. Public companies may address this requirement by submitting a copy of their annual report.

Bidders should include a description of the evolution of the services that they offer in response to this solicitation. The description should clearly state the date the service was introduced by the company.

Questions regarding technical aspects of the bid should be directed to:

Assistant Director James Gay
The City of Mountain Brook
Public Department
(205) 802-3870

Questions regarding the formalities of the bid process should be directed to:

Hesther Richards
The City of Mountain Brook
(205) 802-3828

Bids must be delivered to The City of Mountain Brook in sealed envelopes that are clearly marked with your legal company name and the "Public Works Administrative Vehicle". Sealed, written proposals will be received until November 9, 2023 at 9:00am at which time they will be publicly opened and read.

Bids will be evaluated on the basis of adherence to required formats, completeness, manpower availability, support, product suitability to the task, and price. Vendors are advised that suitability to task and product support are subjective and the judgment of the City on these matters is final.

The City of Mountain Brook reserves the right to reject all bids received with or without a statement of cause.

The disposition of the bids and award, if appropriate, will be announced at the convenience of The City of Mountain Brook.

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SUBMIT DODGE CHARGER BID TO:

Attention: City Manager
City of Mountain Brook
56 Church Street, Mountain Brook, Alabama 35213-0009
Telephone: (205) 802-3800

AGENCY MAILING DATE: October 27, 2023

BID TITLE: Public Works Administrative Vehicle

BIDS WILL BE OPENED: November 9, 2023 at 10:00am and may not be withdrawn within 10 days after such date and time.

FEDERAL EMPLOYER IDENTIFICATION (FEIN)
OR SOCIAL SECURITY NUMBER: 45-1286943

CASH DISCOUNT TERMS: 0

VENDOR NAME: Hendrick COJR

VENDOR MAILING ADDRESS: 1624 Montgomery Hwy

CITY, STATE, ZIP: Haver AL 35216

TELEPHONE: 205-760-9091

REASON FOR NO BID, IF APPLICABLE:

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for ninety (90) days pending evaluation.

BIDDER CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting bid to an agency of the State of Alabama.

CS Goecke
Authorized Signature
Christina Goecke Commercial rep
Printed Name and Title

~ 2 ~

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama and hereby certifies that he/she has examined and fully comprehends the requirements of and specifications for the items to be bid.

We propose to furnish said items quoted and guarantee that if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY: Hendrick COJR
ADDRESS: 1624 Montgomery Hwy
CITY/STATE: Haver AL ZIP CODE: 35216
PHONE NUMBER: 205-760-9091
DATE: 11-1-23
TYPE OR PRINT NAME: Christina Goecke
AUTHORIZED SIGNATURE: CS Goecke
(Officer of the company)

1. Base unit price (Bid) \$ 46,644.95

(Attach documentation for any substitutions regarding specifications).

~ 4 ~

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions are subject to rejection.

Bids that are late will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of the authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. Bids written in pencil will not be accepted. All corrections made by bidder to their bid price must be initialed. The company name and FEIN shall appear on each page of the bid.

2. **NO BID:** If not submitting a bid, please respond by returning only the "Bidder Acknowledgment" form, marking it **NO BID** and provide an explanation in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure shall be cause for removal of the supplier's name from the mailing list.

3. **BID OPENING:** The bid opening shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid opening. Bids which are not so delivered timely (for any reason) will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.

NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a \$5 handling fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **TAXES:** The City of Mountain Brook does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

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The Mountain Brook Public Works Department is interested in purchasing a 2023 Dodge Charger R/T RWD 5.7L V6 HEMI. The vehicle should meet or exceed the following specifications listed below. If equivalent, bidder must clearly state so in bid and attach documents to support such statement. The City/Department reserves the right to accept or reject the items.

1. Vehicle Year 2023
2. R/T Package
3. Customer Preferred Package 26N
4. 8-Spd Auto 8HP70 Transmission
5. Color options: White Knuckle ClearCoat / Monotone Paint
6. Blacktop Package (Painted Alloy Wheels)

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and two (2) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. The City will not be responsible for the payment of penalties or interest. All prices submitted on this proposal are to be delivered prices.

5. **IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by The City of Mountain Brook, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug violations.

c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 5.a) above.

d) In the statement specified in subsection 5.a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 383 or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

6. **DELIVERY:** Unless the actual date is specified (or if specified delivery cannot be met), provide the number of days required to make delivery after receipt of a purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be Tuesday through Friday, 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4pm, excluding City of Mountain Brook holidays, unless otherwise specified. The City reserves the right to purchase like items from any vendor, if, after thirty days from taking an order, the winning vendor has not delivered said items.

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7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions, if any, in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

8. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If a bidder elects to offer merchandise wherein some of all of the specifications exceed those specified in the attached invitation to bid, such bidder shall include a narrative description documenting the reason such substitutions have been incorporated into the bid and include the incremental price difference of the substituted components (failure to provide such information may result in the rejection of said bid). Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The City of Mountain Brook reserves the right to determine acceptance of item(s) as an approved equivalent.

Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City of Mountain Brook unless evidenced by a Change Notice issued and signed by the City.

9. **INTERPRETATIONS/DISPUTES/TELEPHONE CALL:** Any questions concerning conditions and specifications shall be directed in writing to this office prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by The City of Mountain Brook in response to requests in full compliance with this provision. Any actual or prospective bidder who protests the terms, specifications and conditions of the Invitation to Bid, bid selection, or contract award recommendation, shall file such protest in the form of a petition. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

10. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of The City of Mountain Brook or any of its agencies. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or a state-wide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Alabama statutes.

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12. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications as outlined in the Invitation to Bid. Should the items fail testing, the City may require the vendor to reimburse the City for costs incurred in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test cost, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from The City of Mountain Brook vendor mailing list.
- b) All City departments being advised not to do business with the supplier without written approval from the City Manager of The City of Mountain Brook until such time as supplier reimburses the City for all re-procurement and cover costs.

13. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City of Mountain Brook, unless loss or damage results from negligence by the City. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the City will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

14. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify The City of Mountain Brook, City Clerk at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

15. **ADDITIONAL QUANTITIES:** For a period not exceeding three hundred sixty (360) days from the date of the bid award by the City, the right is reserved to acquire additional quantities at the bid price. If additional quantities are not acceptable, the bid sheets must be noted BID IS FOR SPECIFIED QUANTITY ONLY.

16. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must explain on the attached sheet to what extent warranty and service facilities are provided.

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NOTE: Equivalent or substitute products different from those specified herein must have prior approval. Submit detailed information for review and approval to:

Assistant Director James Gay
The City of Mountain Brook
Public Works Department
3579 East Street
Birmingham, Alabama 35243

Failure to submit detailed information for review and approval will result in disqualification.

25. **BID SUBMISSION:** Bidder will submit on or before the date of proposal opening, one (1) original of the complete proposal. All bidders are allowed to submit one (1) alternate bid per proposal.

26. **BID REVISIONS:** No proposal may be revised unless a written modification, signed in the same manner as the proposal is actually received at the business office before proposal opening time. Proposals may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the proposal, and received at the business office prior to proposal time. All material submitted in response to this request shall become the property of the City.

27. **ADDITIONAL COPIES:** Additional copies of this bid can be obtained from the City Clerk.

28. **CONTRACT PERIOD:** Prices quoted in this bid proposal shall remain as bid or less for 12 months after the date of bid opening and may be accepted or rejected by the City at any time prior to the expiration of this period.

29. **CANCELLATION:** Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the performance standards.

30. **PRODUCT EVALUATION:** The decision concerning the satisfactory use and performance of any item on this bid shall be that of The City of Mountain Brook or its authorized representative.

31. **FIRM PRICES:** For the purpose of this bid solicitation, the prices will remain the same or less for 1 year after the bid opening date.

32. **SPECIFICATIONS/CHECKLISTS/CLARIFICATION:** Contractors will adhere to the provided specifications.

33. **BRAND NAMES:** If bidding other than as specified, the brand or trade name, manufacturer's name, and/or catalog number must be given. If the bidder fails to indicate brand or trade name the item bid may be disqualified.

34. **COLLUSION:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to The City of Mountain Brook future purchases.

35. **WARRANTY:** Standard Manufacturer's warranty shall be provided.

36. **EQUAL OPPORTUNITY STATEMENT:** The City of Mountain Brook believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination

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17. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, County and Local laws and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Mountain Brook by and through its officers, employees and authorized representatives, or any other person natural or otherwise; and lack of knowledge by a bidder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the City's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of The City of Mountain Brook.

20. **LIABILITY:** The supplier shall hold and save The City of Mountain Brook, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

21. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

22. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening.

NOTE: ALL SPECIAL CONDITIONS AND SPECIFICATIONS, IF ANY, ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

23. **BID BOND:** No bid bond shall be required.

24. **SPECIFICATIONS:** All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than as specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted. Items furnished as a result of this bid and delivered to the purchaser must meet or exceed the specifications indicated. Items not conforming to specifications may be rejected and returned at the vendor's expense.

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and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion. Vendors and Contractors providing goods/services to The City of Mountain Brook are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract.

Racially offensive conduct by contractors and suppliers of goods/services to The City of Mountain Brook is forbidden. Discrimination, harassment, complaint procedures provide steps for filing a complaint involving either discrimination or harassment.

37. **REFERENCES:** Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the size of the Mountain Brook Public Works Department.

Any questions regarding this bid should be directed to:

Assistant Director James Gay
205-802-3870

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HENDRICK DODGE RAM FIAT
81 MACKENAN DRIVE
CARY, NC 275117910

Priced Order Confirmation (POC)

Date Printed: 2023-11-09 11:51 AM VIN: 2C3CDXCT6PH548157 Quantity: 01
Estimated Ship Date: 2023-03-01 2:00 AM VON: 58125452 Status: KZ - Released by plant and
Data Ordered: 2023-01-16 9:10 AM Ordered By: 852824K

MINUTE BOOK 93

1103

Sold to: HENDRICK DODGE RAM FIAT (44402)
81 MACKENAN DRIVE
CARY, NC 275117910
Ship to: HENDRICK DODGE RAM FIAT (44402)
81 MACKENAN DRIVE
CARY, NC 275117910

Vehicle: 2023 CHARGER R/T (LDDP48)

Sales Code	Description	MSRP(USD)
LDDP48	CHARGER R/T	42,385
26N	Customer Preferred Package 26N	0
E2H	5.7L V8 HEMI MDS VVT Engine	0
DFK	8-Spd Auto 8HP70 Transmission	0
PW7	White Knuckle Clear Coat	0
APA	Monotone Paint	0
*HA	Cloth Performance Seats	0
-X9	Black	0
NA0	50 State Emissions	0
ADX	Blacktop Package	1,135
4UQ	T3AC	0
4NU	Fuel Fill/Battery Charge	0
YGF	5 Additional Gallons of Gas	0
8M0	Easy Order	0
4EX	Sales Tracking	0
Non Equipment:	573	0
Destination Fee:		1,595
Total Price:		45,115

Order Type: Retail
Scheduling Priority: 4-Dealer Order
Salesperson:
Customer Name:
Customer Address:
Instructions:

PPM Month/Week:
Build Priority:

99

Worksheet



eCustomerID: 19674552
Salesperson: 1709/2023
Salesperson: 1709/2023
Manager: John Porter

FOR INTERNAL USE ONLY

BUSINESS NAME CITY OF MOUNTAIN BROOK
CONTACT

Home Phone:
Work Phone:
Address: 26 church street
MOUNTAIN BROOK, AL 35213
JEFFERSON
E-Mail: 857@minbrook.org
Call Phone: (205) 802-3870

VEHICLE

Stock # : LOCATE New/Used: New VIN: 2C3CDXCT6PH548157 Mileage : 423
Vehicle : 2023 Dodge Charger
Type : R/T 4dr Rear-Wheel Drive Sedan Color :

TRADE IN

Payoff :
Vehicle :
Type :
VIN :
Mileage :
Color :

Market Value Selling Price

Rebate	45,115.00
Adjusted Price	3,000.00
Third Class 2 Windows	42,115.00
Door Edge Guards	495.00
Nitrogen	295.00
Lockset Connect	195.00
Wheel Locks	1,495.00
Transfer	145.00
Total Purchase	1,872.45
	46,625.45

Trade Allowance
Trade Difference

Tax
Non Tax Fees
Trade Payoff

APPENDIX 5

https://hendrick-eladcom.com/min/mkt/minuteminutebook93.pdf

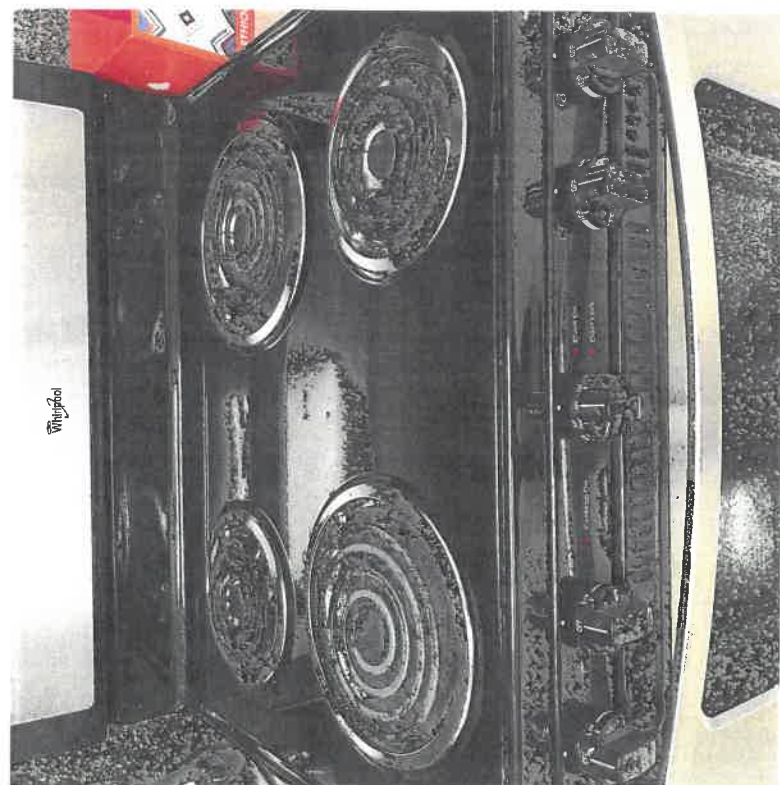
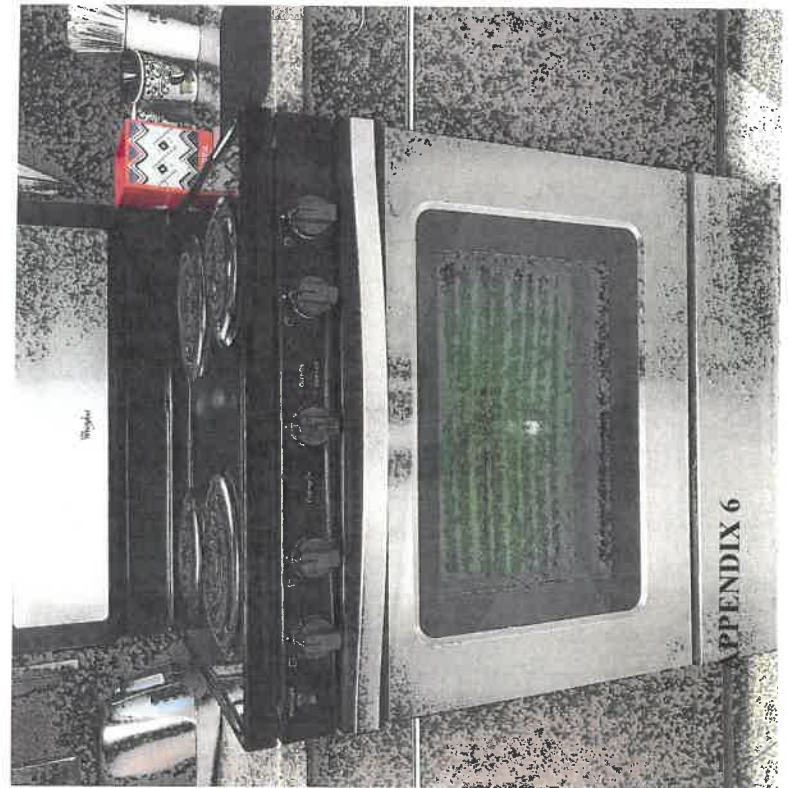
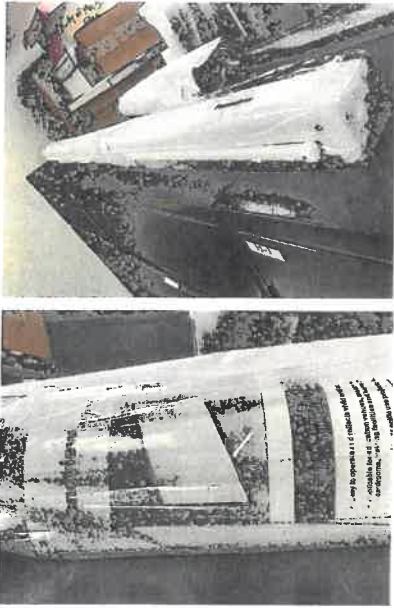
Surplus

Chair – 1, bowed legs



Bobrick Soap Dispensers – 3





From: Ronald Vaughn <vaughnr@mtnbrook.org> on behalf of Ronald Vaughn
 Sent: Monday, November 06, 2023 2:02 PM
 To: Sam Gaston
 Cc: Daniel Davis; Steven Gay
 Subject: Re: Alabama Guardrail

City of Mountain Brook
 Cherokee Road
 Guardrail Installation - Standard

Alabama Guardrail, Inc.
 P.O. Box 126
 Cleveland, Alabama 35049

My bad, I only added one additional anchor. The final cost should actually be \$52,875.00

Ronnie Vaughn
 Public Works Director
 City of Mountain Brook AL
 3579 East Street
 Birmingham, Alabama 35243
 205.802.3865 Office
 205.967.2631 Fax
vaughnr@mtnbrook.org

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
Steel Beam Guardrail Class A Type 2	737.5	LF	40.00	29,500.00
Guardrail End Anchor TY 20 Series(MASH)	2	EA	3,600.00	7,200.00
Total Quote				36,700.00

On Mon, Nov 6, 2023 at 1:57 PM Ronald Vaughn <vaughnr@mtnbrook.org> wrote:
 Sam,

The second page with the largest quote of \$44,875.00 is for the Cortin or rust looking guardrail. However, we need to add \$4,000.00 for two additional end anchors which will make the estimate come to \$48,875.00.

Signature:

James W. Dillard
 Vice President

Date: October 26, 2023

Quote is good for 60 Days
 Utilities located by others
 Must be staked for installation

Ronnie Vaughn
 Public Works Director
 City of Mountain Brook AL
 3579 East Street
 Birmingham, Alabama 35243
 205.802.3865 Office
 205.967.2631 Fax
vaughnr@mtnbrook.org

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

From: Daniel Davis <davisda@mtnbrook.org>
 Date: Fri, Oct 27, 2023 at 1:00 PM
 Subject: Fwd: Alabama Guardrail
 To: Ronnie Vaughn <vaughnr@mtnbrook.org>, Steven Gay <gayj@mtnbrook.org>

Quote's for guardrail on Cherokee Rd.
 One is for normal gaurdail, the other is for the Cor-Ten

1

City of Mountain Brook
 Cherokee Road
 Guardrail Installation - Corten

Alabama Guardrail, Inc.
 P.O. Box 126
 Cleveland, Alabama 35049

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
Steel Beam Guardrail Class A Type 4	737.5	LF	50.00	36,875.00
Guardrail End Anchor TY 20 Series(MASH)	2	EA	4,000.00	8,000.00
Total Quote				44,875.00

Signature:

James W. Dillard
 Vice President

Date: October 26, 2023

Quote is good for 60 Days
 Utilities located by others
 Must be staked for installation
 End Anchors will be painted SW6041

EXHIBIT A - SPECIFICATIONS

1. Scope of Work. Alabama guardrail will install 737.5 LF of Steel Beam Guardrail Class A Type 4 and 4 Guardrail End Anchors TY 20 Series

See attached City Scope of Work and November 15, 2023 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 8 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
 Daniel Davis
 3579 East Street
 Birmingham, AL 35243
 Email: davisda@mtnbrook.org
 Day Tel #: 205-802-3869

Contractor Project Representative:
 James W. Dillard
 PO Box 126
 Cleveland, AL 35048
 Email: jneel@alguardrail.com
 Day Tel #: 1-205-625-3880

4. Special Conditions.

All traffic control operations will be the responsibility of the contractor. Alabama Guardrail will contact the City if at any time there will be a need for road closure for emergency personnel.

CONTRACTOR AGREEMENT

Alabama Guardrail, Inc enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

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

Name of Project: Cherokee Road Guardrail

Site of Project: Between 3401 & 3505 Cherokee Road
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and November 15, 2023 Contractor Proposal, hereinafter the "Contractor Proposal") that is attached and incorporated herein.

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

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for six (6) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

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

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(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and

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

7. Insurance/Safety/Indemnification.

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

(i) **Comprehensive General Liability:** Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) **Automobile Liability:** Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) **Workers Compensation/Employer's Liability:** Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Fifty-two thousand eight hundred seventy-five dollars (\$52,875.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$100,000.00.

The City will pay the Contract Price on this Project on the following schedule:

(a) The balance of the Contract Price after the following certification of completion of Work.

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

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

(a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

2

requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

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

(c). **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify the Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this Instrument, the City Scope of Work and the November 15, 2023 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

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

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

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

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

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee

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in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

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

(Signature Page Follows)

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APPENDIX 7

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: 

Its: Mayor

Date: 12-11-2023

Alabama Guardrail, Inc CONTRACTOR

By: James W. Dillard - VICE PRESIDENT

Its: 

Date: DECEMBER 5, 2023

November 9, 2023

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

Subject: Revised Additional Services Proposal (Supplemental Agreement #1)
ALDOT Project No. STPBH-3716(256)
Bridge Replacement on Old Brook Trail Over Little Shades Creek and
Bridge Rehabilitation on Canterbury Road Over Watkins Creek
Mountain Brook, AL
Gresham Smith Project No. 43695.00

Dear Mr. Gaston:

On June 28, 2023, the City Council approved our additional services proposal for the above referenced project in the amount of \$124,253. Please reference our additional services proposal dated April 27, 2023 and Resolution No. 2023-096 (attached for reference). Since April, ALDOT has been reviewing, and we have been coordinating with ALDOT on the scope of work, labor effort and the associated fee for these additional services. Based on our discussions with ALDOT, we have been able to reduce our scope of work and fee for the additional services to \$115,794.

However, in our discussions with ALDOT, they will only agree to a supplemental fee amount of \$78,917 (pending final ALDOT approval) as a basis for the 80% federal reimbursement. The biggest reductions are:

- Utility coordination - Because of difficulties we've had coordinating with all of the utility companies to date, we have already significantly exceeded our original budget for utility coordination, and we estimate that we still have a significant amount of utility coordination remaining to perform (reference 4/27/2023 proposal for additional information). ALDOT advised that they understood that the utility coordination efforts are very time consuming, and they run into the same issues and delays when performing the utility coordination on their projects. However, ALDOT would not agree to the amount of utility coordination that we submitted.
- Bridge redesign effort - ALDOT would not agree to the amount of effort and fee that we feel is needed to complete the bridge redesign work to hang the water main under the bridge and redesign the north bridge abutment to avoid having to relocate the existing 21" sanitary sewer main (at a cost of nearly \$1M).

2222 Arlington Avenue South
Suite 202
Birmingham, AL 35205
205.298.9200

GreshamSmith.com

Genuine Ingenuity

Based on the scope of work for these additional services, we feel like the total cost/fee for this work can be reduced to \$115,794. As stated above, ALDOT has only agreed to a fee amount of \$78,917, which will be the basis of the 80% federal reimbursement (\$63,134 federal reimbursement + \$15,783 local matching funds). We are requesting that the City of Mountain Brook pay the \$36,877 difference. Our re-design work, much of which will result in avoiding the relocation of the Jefferson County sanitary sewer main, will save nearly \$1M (City savings of 20% or \$200,000).

Attached is a table showing the breakdown of the original additional services proposal approved by the City on June 26, 2023, our revised proposal, the ALDOT approved amount and the difference we are requesting that the City pay.

In terms of the City funds for these additional services, the total City funds required for these additional services would be \$52,660:

20% of ALDOT approved amount (20% x \$78,917)	\$15,783
<u>Additional City funding for additional services</u>	<u>\$36,877</u>
Total City funds	\$52,660

Summary - In summary, what is being requested of the City with this amended additional services request is:

- Approval of revised total additional services fee amount of \$115,794 for scope of services outlined in April 27, 2023 proposal.
- Approval of additional \$36,877 of City funds (total City funding amount of \$52,660) for additional services.

Note that we have submitted our revised proposal to ALDOT in the amount of \$78,917, but we have not received their final approval, so the numbers above could change some based on the final amount approved by ALDOT.

If you have any questions or would like to discuss this revised additional services further, please don't hesitate to contact Sammy Harton or I.

Sincerely,

Sammy C. Harton

Sammy Harton, P.E.
Project Manager

Blair C. Perry

Blair Perry, P.E.
Principal/Alabama State Transportation Leader

Attachments: Supplemental #1 Fee Summary
April 27, 2023 Additional Services Proposal

Copy: Ronnie Vaughn - City of Mountain Brook

Gresham Smith

Page | 2

APPENDIX 8

ALDOT Project No. STPBH-3716(256)
Bridge Replacement on Old Brook Trail over Little Shades Creek and Bridge Rehabilitation on Canterbury Road over Watkins Creek
City of Mountain Brook
Supplemental Agreement #1
Fee Summary

Task	Originally submitted to and approved by City 6/26/2023	Revised Proposal 11/16/2023	Approved by ALDOT	Difference
Update Environmental Documents (Old Brook Trail and Canterbury Road)	\$7,372	\$3,209	\$3,209	\$0
Bridge Redesign and Plans (Old Brook Trail)	\$45,009	\$46,492	\$36,317	\$10,175
Additional Geotechnical Investigation and Recommendations (Old Brook Trail)	\$10,474	\$10,474	\$10,474	\$0
Update Roadway Plans (Old Brook Trail and Canterbury Road)	\$25,864	\$19,849	\$28,917	(\$9,068)
Additional Utility Coordination (Old Brook Trail)	\$35,534	\$35,770	\$35,770	\$0
Total	\$124,253	\$115,794	\$78,917	\$36,877

Note - ALDOT approved a small amount of additional utility coordination but wanted it as a line item in the Update Roadway Plans task

City Funds	
Original City approved supplement (20% of total)	\$24,851
Revised (20% of ALDOT approved + 100% of Difference)	\$52,660
City Funds - Alternative	
Relocate Jefferson County Sewer Main (20% of \$1M)	\$200,000
Update Environmental Documents (20% of ALDOT approved amount)	\$642
Bridge Redesign (Water Main/Old Brook Trail) (20% of ~\$15k)	\$3,000
Additional Utility Coordination (20% of ~\$30k)	\$6,000
Total City Funds (Alternative)	\$209,642

Minutes.docx

ALDOT Project No. STPBH-3716(256)
Bridge Replacement on Old Brook Trail over Little Shades Creek and Bridge Rehabilitation on Canterbury Road over Watkins Creek
City of Mountain Brook
Supplemental Agreement #1
Fee Summary

Task	Originally submitted to and approved by City 6/26/2023	Revised Proposal 11/16/2023	Approved by ALDOT	Difference
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Additional Geotechnical Investigation and Recommendations (Old Brook Trail)	\$10,474	\$10,474	\$10,474	\$0
Update Roadway Plans (Old Brook Trail and Canterbury Road)	\$25,864	\$19,849	\$28,917	(\$9,068)
Additional Utility Coordination (Old Brook Trail)	\$35,534	\$35,770	\$35,770	\$0
Total	\$124,253	\$115,794	\$78,917	\$36,877

Note - ALDOT approved a small amount of additional utility coordination but wanted it as a line item in the Update Roadway Plans task

City Funds	
Original City approved supplement (20% of total)	\$24,851
Revised (20% of ALDOT approved + 100% of Difference)	\$52,660
City Funds - Alternative (COST SAVINGS)	
Relocate Jefferson County Sewer Main (20% of \$1M)	\$200,000
Update Environmental Documents (20% of ALDOT approved amount)	\$642
Bridge Redesign (Water Main/Old Brook Trail) (20% of ~\$15k)	\$3,000
Additional Utility Coordination (20% of ~\$30k)	\$6,000
Total City Funds (Alternative)	\$209,642

SAVINGS
By Re-Design of Jefferson County Sewer line + waterline relocated underneath.
③ Move AT+T + ALPCA + Spire Lines

RESOLUTION NO. 2023-096

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the additional services proposal submitted by Gresham, Smith, in the form as attached hereto as Exhibit A, with respect to the Bridge replacement on Old Brook Trail over Little Shades Creek and Bridge Rehabilitation on Canterbury Road over Watkins Creek.

ADOPTED: This 26th day of June, 2023.


Council President

APPROVED: This 26th day of June, 2023.


Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 26, 2023, as same appears in the minutes of record of said meeting.


City Clerk

APPENDIX 8



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building
Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205/879-6913
hazen@mtmbrook.org
www.mtmbrook.org

MINUTE BOOK 93

THIS INSTRUMENT PREPARED BY:

Whit Colvin
Bishop Colvin, LLC
1910 First Avenue North
Birmingham, AL 35203

JEFFERSON COUNTY }
STATE OF ALABAMA }

County Division Code: AL040
Inst. # 2023110124 Pages: 1 of 9
I certify this instrument filed on
12/15/2023 11:50 AM Doc: AGREE
Judge of Probate
Jefferson County, AL. Rec: \$40.00

Clerk: NICOLE

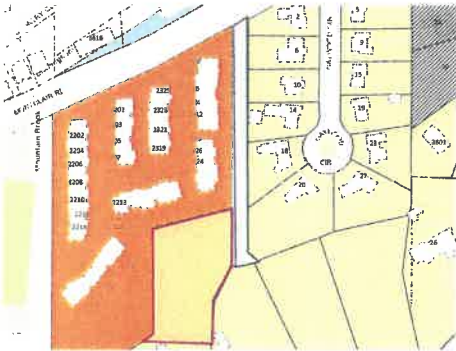
DATE: November 13, 2023

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: ROW Encroachment Agreement – 3613 Montclair Road

The applicant wishes to build a single family dwelling on the Res-A site shown below in red. This property has road frontage on the unpaved road ROW shown in blue:



The subject ROW was created in 1927 as a 40-foot right-of-way to serve 4 lots at the southern terminus of the ROW, in the City of Birmingham at that time. The subject single family lot (taken together with several acres on the south side of Montclair Road) was subsequently annexed into the city of Mountain Brook and zoned Residence-A.

See attached plan and profile for the driveway (embedded in the encroachment agreement). The applicant has been working with the Fire Marshal on the driveway as to its ability to support emergency vehicles weight and turnaround; it has been approved accordingly.

WHEREAS, the City finds and determines that, under the specific facts and circumstances, the significant public benefit of constructing the Improvement within the City Right-of-Way justifies the use of City Right-of-Way for the purposes requested; and

WHEREAS, subject to terms, conditions, and understandings herein, the City agrees to grant the Licensee a license to install and use the encroaching Improvement within the City Right-of-Way.

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

1. The City grants the Licensee license to utilize the City Right-of-Way for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License").

2. The Licensee agrees and acknowledges that this Agreement grants only a license, not any interest, title, permanent right, or estate. The grant made hereunder runs with land and to Licensee and subsequent purchasers, mortgagees, and occupants of the Property, but not to any other lands or parties. Further, the Licensee agrees to not claim any title interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement, the Licensee, for itself and its successors and assigns, recognizing that the Encroachment Area remains a public way.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party (except to subsequent purchasers, mortgagees, and occupants of the Property) without advance written consent by the City, which consent shall not be unreasonably withheld.

5. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

6. The Licensee shall not permit any mechanic's or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other measures as the City may reasonably require.

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this ____ day of _____, 2023, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and Patrick S. Cooney and Virginia L. Cooney as trustees of the Lizbeth B. Cooney 2011 Qualified Personal Residence Trust No. 1 (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that they own the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 3613 Montclair Road, Mountain Brook, Alabama 35213
Parcel ID #: 28-00-05-1-002-019.000
Legal Description: See attached *Exhibit A*

(the "Property");

WHEREAS, the Licensee has proposed to develop the Property as a single family, detached, residential dwelling (the "Development Plan"); and

WHEREAS, access to the Property is provided by a forty (40) foot wide, unimproved public right-of-way which extends to the Property from Montclair Road, as depicted on the survey attached hereto as *Exhibit B* (the "City Right-of-Way"); and

WHEREAS, the Licensee desires to install and maintain a private drive within the City Right-of-Way in accordance with the plan (the "Plan") prepared by Live Oak Engineering, dated the 17th day of February, 2023, a copy of which is attached hereto as *Exhibit C* (hereinafter the "Improvement"), and intends that the Improvement will be used as access to the Property by the occupants of the Property, their guests and invitees, City fire, police and emergency vehicles, and other service and emergency vehicles; and

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

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7. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City Right-of-Way. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

8. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City Right-of-Way without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

9. In the event that the City elects to improve, or otherwise authorizes the improvement of, the City Right of Way as a public street or road such that access to the Property is provided thereby, the License shall be revoked, and this Agreement terminated. In such event, all Improvements may be removed by City at its discretion.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensee:
Patrick S. Cooney and Virginia L. Cooney as trustees of the Lizbeth B. Cooney
2011 Qualified Personal Residence Trust No. 1

3021 CHEROKEE ROAD
MOUNTAIN BROOK, AL 35223

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

November 13, 2023

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party, except as set forth in this Agreement.

(d) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature.

(f) If requested by the City, Licensee shall record a fully executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

LICENSOR:

CITY OF MOUNTAIN BROOK, ALABAMA

By:

Stewart H. Welch, III
Its Mayor

LICENSEE:

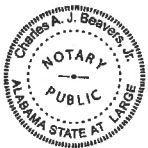
Patrick S. Cooney as trustee of the Lizbeth B. Cooney 2011 Qualified Personal Residence Trust No. 1

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STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Virginia L. Cooney, whose name as trustee of the Lizbeth B. Cooney 2011 Qualified Personal Residence Trust No. 1, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Trustee and with full authority, executed same voluntarily for and as the act of said Trust.

Given under my hand and official seal this 18th day of November, 2023.



NOTARY PUBLIC

My Commission expires: May 4, 2025

Virginia L. Cooney as trustee of the Lizbeth B. Cooney 2011 Qualified Personal Residence Trust No. 1

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Stewart H. Welch, III, whose name as Mayor of the City of Mountain Brook, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Mayor and with full authority, executed same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this 27th day of November, 2023.

HEATHER T. RICHARDS
Notary Public, Alabama State at Large
My Commission Expires 1-11-2027

My Commission expires: 1-11-2027

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Patrick S. Cooney, whose name as trustee of the Lizbeth B. Cooney 2011 Qualified Personal Residence Trust No. 1, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Trustee and with full authority, executed same voluntarily for and as the act of said Trust.

Given under my hand and official seal this 18th day of November, 2023.



NOTARY PUBLIC

My Commission expires: May 4, 2025

APPENDIX 9

EXHIBIT A

The Property

Legal Description:

A tract of land situated in the northwest quarter of the northeast quarter of Section 5, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Commence at the southwest corner of said quarter-quarter section and thence run east along the south line of said quarter-quarter for a distance of 816.65 feet to a point; thence turn an angle to the left of 87 degrees 40 minutes 44 seconds and run northeasterly for a distance of 61.31 feet to the point of beginning; thence continue along last stated course for a distance of 105.78 feet to a point; thence turn an angle to the right of 24 degrees 16 minutes 00 seconds and run northeasterly for a distance of 107.80 feet to a point; thence turn an angle to the left of 28 degrees 15 minutes 34 seconds and run northerly for a distance of 148.92 feet to a point; thence turn an angle to the left of 102 degrees 46 minutes 35 seconds and run southwesterly for a distance of 218.92 feet to a point; thence turn an angle to the left of 77 degrees 16 minutes 34 seconds and run south for a distance of 279.97 feet to a point; thence turn an angle to the right of 56 degrees 16 minutes 51 seconds and run southwesterly for a distance of 25.71 feet to a point; thence turn an angle to the left of 144 degrees 02 minutes 48 seconds and run east for a distance of 176.33 feet to the point of beginning.

STATE OF ALABAMA
COUNTY OF MOBILE

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public for the State of Alabama
My Commission Expires _____

STATE OF ALABAMA
COUNTY OF MOBILE

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