

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213**

JULY 22, 2019, 7:00 P.M.

1. Consideration: Ordinance appointing Leighann Sisson as Assistant City Treasurer, to serve without compensation at the pleasure of the Council or until her successor be duly appointed.
2. Oath of office for Leigh Ann Sisson, Assistant City Treasurer.
3. Consideration: Resolution authorizing signatories on the City's checking account(s).
4. Approval of the minutes of the July 8, 2019 regular meeting of the City Council.
5. Consideration: Resolution recommending to the State of Alabama Alcoholic Beverage Control (ABC) Board the issuance of a 020 - Restaurant Retail Liquor license to Carrigans MTB, Inc. (trade name: Carrigans Public House), 2400 Montevallo Road, 35223.
6. Consideration: Resolution awarding the bid for janitorial services for the Emmet O'Neal Library (B-20190401-505).
7. Consideration: Resolution authorizing the execution of a contractor agreement between the City and Tornado Fence Co., for the installation of a chain link fence at the new dog park to be installed at Cahaba River Walk Park.
8. Consideration: Resolution adopting the Birmingham Jefferson County Transit Authority (MAX) routes for the fiscal year October 1, 2019 through September 30, 2020 and authorizing the execution of an agreement for same.
9. Consideration: Resolution awarding the bid for the construction of retaining walls at the Athletic Complex (C-20190625-523).
10. Consideration: Resolution authorizing the execution of a contractor agreement between the City and TCC, Inc., subject to the receipt of a \$40,000 donation, with respect to the construction of a pedestrian bridge on Watkins Trace Trail in Jemison Park.
11. Consideration: Resolution awarding the bid for scheduled maintenance services for the City's HVAC and other mechanical systems (B-20190210-006).
12. Announcement: The next regular meeting of the City Council will be August 12, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
13. Comments from residents.
14. Adjourn.

ORDINANCE NO. 2050

**ORDINANCE APPOINTING THE
ASSISTANT CITY TREASURER OF THE CITY OF MOUNTAIN BROOK**

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

1. Leighann Sisson is hereby appointed as Assistant City Treasurer of the City of Mountain Brook, Alabama, to serve without compensation and at the pleasure of the Council or until her successor be duly appointed.

2. The Assistant Treasurer shall furnish a surety company bond in an amount approved by the City Council for the faithful performance of her duties in the safe custody of the funds of the City. Such bond shall be signed by good and sufficient sureties to be approved by the Mayor. The premium for such bond shall be paid by the City from its General Fund.

ADOPTED: This 22nd day of July, 2019.

Council President

APPROVED: This 22nd day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on July 22, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on July 23, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk

OATH OF OFFICE (ORDINANCE NO. 2050)

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, Leighann Sisson, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.

Leighann Sisson

Sworn to and subscribed before me this 22nd day of July, 2019.

Waiting on information from the Assistant City Treasurer and forms from bank regarding signatories.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 8, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on the 8th day of July, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Philip E. Black

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

1. AGENDA

1. MAX transit service for fiscal year 2020—Sam Gaston (re: June 24, 2019 minutes, Book 90, pages 803-821.)
2. Resolution No. 2019-094, Municipal Election Services Agreement, was added to the formal meeting agenda.
3. Review of the matters to be considered at the formal (7 p.m.) meeting
4. The proposed resolution authorizing security improvements in the mall area of City Hall (Appendix 1) was removed from the formal meeting agenda (further study is necessary before proceeding).

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss matters of real estate. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 4—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned at approximately 7:46 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on July 8, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk
Approved July 22, 2019

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 8, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 8th day of July, 2019. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Philip E. Black

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

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

1. RECOGNITION OF GUESTS

Council President Smith recognized Boy Scout Charles Skinner, Acting Senior Patrol Leader for Troop 320 along with 10-12 fellow Boy Scouts in attendance for their Communications and Citizenship in the Community merit badges. Also, brothers Walt and Wyatt McAlexander of Troop 20 were recognized.

2. CONSENT AGENDA

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

Approval of the minutes of the June 24, 2019, regular meeting of the City Council

2019-093	Authorize the execution of an agreement between the City and Architectural Graphic & Design Specialties, Inc. with respect to their design and manufacture of gateway signs for the City	Exhibit 1, Appendix 1
2019-094	Authorize the execution of the Jefferson County Municipal Election Services Agreement with respect to the September 24, 2019, special election to decide on a 10-mil ad valorem tax increase exclusively for the benefit of the Mountain Brook City Schools	Exhibit 2, Appendix 2
2019-095	Authorize the execution of a contractor agreement between the City and Goodgame Company, Inc. with respect to the construction of an equipment shed for the Public Works Department	Exhibit 3, Appendix 3

Thereupon, the foregoing minutes and resolutions introduced by Council President 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 member Womack 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:

Yeas: Virginia C. Smith, Council President
 William S. Pritchard III, Council President Pro Tempore
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-093 through 2019-095) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

3. ANNOUNCEMENT

The next regular meeting of the City Council will be July 22, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:05 p.m.

5. CERTIFICATION

I, Steven Boone, 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 A108) on July 8, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

 City Clerk
 Approved July 22, 2019

EXHIBIT 1

RESOLUTION NO. 2019-093

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, an agreement between the City and Architectural Graphic & Design Specialties, Inc., in the form as attached hereto as Exhibit A, subject to such minor revisions recommended by legal counsel, with respect to their design and manufacturing of gateway signage for the City.

APPENDIX 1

RESOLUTION NO. 2019-097

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Carrigans MTB LLC (trade name: Carrigans Public House), 2400 Montevallo Road, Mountain Brook, AL 35223.

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

ADOPTED: This 22nd day of July, 2019.

Council President

APPROVED: This 22nd day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its special meeting held on July 22, 2019, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190717103013976

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: CARRIGANS PUBLIC HOUSE **Filing Fee:** \$50.00

Applicant: CARRIGANS MTB LLC **Transfer Fee:**

Location Address: 2400 MONTEVALLO RD MOUNTAIN BROOK, AL 35223

Mailing Address: 2400 MONTEVALLO RD MOUNTAIN BROOK, AL 35223

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: 2019052954

Date Incorporated: 05/31/2019 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 05/31/2019 **Alabama State Sales Tax ID:** 999999999

Federal Tax ID: 841940289

Name:	Title:	Date and Place of Birth:	Residence Address:
DAVID WILLIAM CARRIGAN 6211948 - AL	OWNER	09/29/1977 MOBILE AL	2109 1ST AVENUE SOUTH BIRMINGHAM, AL 35233

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

Contact Person: ASHLEY VASKE **Home Phone:** 415-686-2452
Business Phone: 205-440-2721 **Cell Phone:** 415-686-2452
Fax: **E-mail:** ASHLEY@CARRIGANSPUB.COM

PREVIOUS LICENSE INFORMATION: **Previous License Number(s)**
Trade Name: AVO DRAM **License 1:** 001647937
Applicant: BLUEGRASS NAPA LLC **License 2:**



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190717103013976

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **LIBERTAE VITAE LLC 214-564-0195**
 What is lessors primary business? **PROPERTY MANAGEMENT**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **5000** Display Square Footage:
 Building seating capacity: **82** Does Licensed premises include a patio area? **YES**
 License Structure: **TWO STORY** License covers: **BOTTOM FLOOR**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

Receipt Confirmation Page

Receipt Confirmation Number: **20190717103013976**

Application Payment Confirmation Number: 49125372

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: **CARRIGANS PUBLIC HOUSE**
Applicant Name: **CARRIGANS MTB LLC**
Location Address: 2400 MONTEVALLO RD
MOUNTAIN BROOK, AL 35223
Mailing Address: 2400 MONTEVALLO RD
MOUNTAIN BROOK, AL 35223
Contact Person: ASHLEY VASKE
Contact Home Phone: 415-686-2452
Contact Business Phone: 205-440-2721
Contact Fax:
Contact Cell Phone: 415-686-2452
Contact Email Address:
Contact Web Address:



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

July 23, 2019

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

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the July 22, 2019, City Council meeting recommending the issuance of 020 – Restaurant Retail Liquor license as follows:

Carrigans MTB, LLC
Trade name: Carrigans Public House
2400 Montevallo Road
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone
City Clerk

Enclosure

c: Ashley Vaske
ashley@carriganspub.com

RESOLUTION NO. 2019-098

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for janitorial services for the Emmet O’Neal Library submitted by Falls Facility Services, Inc. is hereby accepted in the form as attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the contract incorporated into the “Invitation to Bid . . . Janitorial Services For Library (B-20190401-505)” dated June 24, 2019 is incorporated herein by reference.

ADOPTED: This 22nd day of July, 2019.

Council President

APPROVED: This 22nd day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 July 22, 2019, as same appears in the minutes of record of said meeting.

City Clerk



Emmet O'Neal Library

To: Sam Gaston, Steve Boone, Mountain Brook City Council Members

From: Lindsay Gardner

CC:

Date: 07/19/2019

Re: Janitorial Services Bid

I recommend Falls Facility Services for the Library Janitorial Services Contract. Falls submitted a complete bid with the lowest price for monthly services. Falls Facility Services also fulfills all the experience and resource requirements.

Janitorial Service Bid (B-20190401-505) Tabulation
 Emmet O'Neal Library
 July 19, 2019

Bid Form	DISQUALIFIED					
	Daily/Weekly Services	Falls	Eagle	ProTek	Pritchard	Jani-King
1 Evening Janitorial Services		1433.50	1999.03	2211.00	2750.00	3759.00
2 Daytime Janitorial Services		1596.50	1113.99	1716.63	2000.00	2470.00
3 Fixed monthly subtotal		3030.00	3113.02	3927.63	4750.00	6229.00
Annualized Daily/Weekly Services		36360.00	37356.24	47131.56	57000.00	74748.00
Quarterly Services						
4 Interim Carpet Maintenance		525.00	285.00	1200.00	.25/sq ft	1209.00
5 Restorative Carpet Cleaning		1299.00	685.00	751.00	4550.00	1933.00
Quarterly Subtotal		1824.00	970.00	1951.00	4550.00	3142.00
Annualized Quarterly Services		7296.00	3880.00	7804.00	18200.00	12568.00
Upon Request Services						
6 VCT Flooring		700.00	1315.00	750.00	.32/sq ft	1500.00
7 Interior and Exterior Window Cleaning		1295.00	1487.00	1500.00	1850.00	2800.00
8 Hourly Rate for Special Events		13.50	13.87	18.00	17.00	18.00
Attended mandatory pre-bid meeting		Yes	Yes	Yes	Yes	Yes
Bid Form Notarized		Yes	Yes	No	Yes	Yes
Bidder Affidavit and Warranty Notarized		Yes	Yes	No	Yes	Yes
Bidder Qualification Form:						
1 Name, Address		Included	Included	Included	Included	Included
2 Contact		Included	Included	Included	Included	Included
3 History		Included	Included	Included	Included	Included
4 Experience		Included	Included	NR	Included	Included
5 Prior Contracts		Included	Included	Partial	Included	Included
6 Staff		Included	Included	Included	Included	NR
7 Key Personnel		Included	Included	Included	Included	Included
8 Subcontractors		Traco Windows/Carpet	No	Windows	90% subcontracted Galloway	No
9 Resources		Included	Included	NR	Included	Included
10 Licensing		Included	Included	NR	Included	NR
11 Insurance Certificate		Included	Included	NR	NR	Included
12a Claims History		No	No	No	No	No
12b Performance Bond/Surety Claims		No	No	No	No	No
12c Customers declared provider in default		No	No	No	No	No
12d Ever failed to complete awarded work		No	No	No	No	No
12e Judgements or arbitrations		No	No	No	No	No
12f Failed to complete a service contract		No	No	No	No	No
Notarized		Yes	Yes	Yes	Yes	Yes
Federal W-9		NR	Included	NR	NR	Included
e-Verify		NR	Included	NR	NR	Included
Copies of bid response provided		Yes	Yes	Yes	Yes	Yes

RESOLUTION NO. 2019-099

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, a contractor agreement between the City and Tornado Fence, Co., in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the purchase and installation of a fence for the new dog park at Cahaba River Walk.

ADOPTED: This 22nd day of July, 2019.

Council President

APPROVED: This 22nd day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 22, 2019, as same appears in the minutes of record of said meeting.

City Clerk

CONTRACTOR AGREEMENT

Tornado Fence Co (“Contractor”) 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: Install Chain Link Fence for the Dog Park

Site of Project: Cahaba River Walk
3503 Overton Road
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and July 17, 2019 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 three (3) 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.

Contractor’s obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

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 Ten thousand nine hundred and eighty-seven dollars (\$10,987.00) 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 \$50,000.00.

The City will pay the Contract Price on this Project after the 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;
- (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 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 Contractor (or nay 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 July 17, 2019 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 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)

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: _____

TORNADO FENCE CO, CONTRACTOR

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached City Scope of Work and July 17, 2019 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 4 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Ronnie Whisenhunt
6087 Newcastle Road
Morris, AL 35116
tornadofencecompany@gmail.com
Day Tel #: (205) 680-1985

4. Special Conditions.

Mountain Brook Dog Park Fence
July 2019

The City of Mountain Brook is creating a new dog park at Cahaba River Walk, 3503 Overton Road.

We need a 5 ft tall, 8 gauge, black chain link fence installed for the perimeter of the dog park.

The photo below shows the general layout of the fence in green.

We have marked the park with white paint if you would like to visit the park to evaluate the terrain, take measurements, and be aware of all visible obstacles. I will be glad to meet with you there.

There are some stretches of the fence that will curve with the trail, some that need to avoid trees, and some sections that are not level.

We need the bottom of the fence to be flush with the ground or buried a few inches depending on the terrain and tension wire along the bottom for extra support in preventing dogs from getting out under the fence.

We will need 2 vehicle access gates- 12' wide (2-6ft gates) (Hash marks on the photo)

We will need 1 double gate entrances- 8 ft x 8 ft (Solid green square on the photo)

The 4 ft gates on these should be offset from each other.

Line posts should be 2" diameter

End posts and gate posts should be 3" diameter

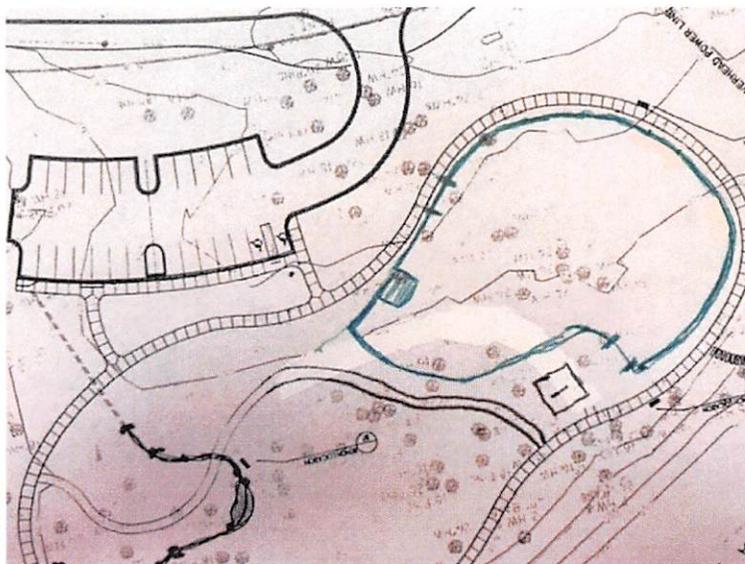
Top rails should be 1 5/8" diameter

All should be at least schedule 40.

I have the total perimeter estimated to measure 616 ft including the gates.

The other 3 sides of the double gated area will add another 24 ft, including the 4 ft gates.

Please send all questions to Shanda Williams at 802-3879 or williamssh@mtnbrook.org





REF. NO.
TORNADO FENCE CO.
 6087 Newcastle Road
 Morris, AL 35116
 (205) 680-1985 Ph
 (205) 680-1984 Fax

Shanda Williams

TO MT Brook Park, Ala DATE 7-17-19
 ADDRESS Overton Park ZIP CODE _____ TELEPHONE NUMBER _____
 LOCATION Dog Park JOB LOG NUMBER _____

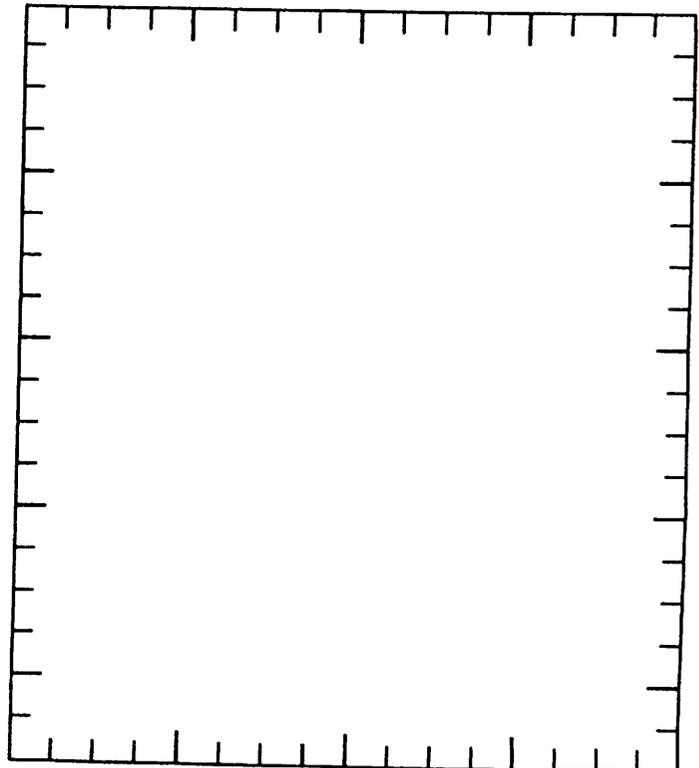
SPECIFICATIONS: ALL WORK WILL BE PERFORMED IN A WORKMANLIKE MANNER AND IN ACCORDANCE WITH STANDARD PRACTICE
 ALL POST SET IN CONCRETE

TOTAL HEIGHT 5 FT STYLE Black POST SPACED App 10 FT KNUCKLED GAUGE 8 11
 TOP RAIL 1 5/8 O.D. LINE POST 2" O.D. GATE FRAME 1 5/8 O.D. TER POST 2 1/2 O.D. GATE POST 3 O.D.

APP 625 FT fence
1- Dog entrance
1- Drive etc.
TENSION WIRE on bottom.

SKETCH

Top Rail of Fence to Follow Ground
 Be Level With Lowest Grade
 Be Level With Highest Grade



PAYMENT ON COMPLETION

TOTAL JOB \$10,987.⁰⁰/₂

I agree to pay Tornado Fence the balance of this contract according to the terms specified above and upon default thereof to pay all costs of collection including a reasonable attorney's fee and waive all rights of exemption under the constitution and laws of the State of Alabama.
 There will be an additional charge for removal of existing old fences and shrubs.
 The undersigned customer hereby assumes full responsibility for location of the line upon which said material is to be installed and agrees to hold the company and the contractor harmless from all claims arising from question of survey of said property or location of said lines and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material. This is a money purchase contract. All accounts over 30 days charged 1.5% interest per month with an annual rate of 18%.

ACCEPTED _____ SALESMAN *Reanne* DATE 7-17-19.

RE: Dog Park Fence Contract w Tornado Fence Co - Cahaba River Walk _ Item for July 22 Agenda

Inbox

Steve Stine

2:47 PM (7
minutes
ago)

to Shanda, Sam, me

Shanda, these contract materials for the Dog Park Fence look good to go.

Steve

From: Shanda Williams [mailto:williamssh@mtnbrook.org]
Sent: Wednesday, July 17, 2019 5:15 PM
To: Sam Gaston; Steve Boone; Steve Stine
Subject: Dog Park Fence contract

I have attached all the documents needed for the dog park contract.

The price is \$10,987 which is \$987 over what we had originally estimated.

The fence supply company went up on their prices.

The other cheaper quote was for \$11,575.

These two started out over \$13,000, but I took out some items to get the price down.

One other quote was for over \$20,000!! I don't think they wanted the job.

The bid opening for the retaining walls is tomorrow at 2pm.

I won't have that contract information ready until after that, possibly Friday depending on how involved the decision process will be.

--

Shanda Williams
Parks & Recreation Superintendent
City of Mountain Brook
3698 Bethune Drive
Mountain Brook, AL 35223
T-205-802-3879
F-205-967-6522
www.mtnbrook.org

RESOLUTION NO. 2019-100

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council approves and selects the Option C public transportation option (MicroTransit/43 Zoo routes) at a cost of \$139,353 for the fiscal year October 1, 2109 through September 30, 2020 (Exhibit A); and

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a Birmingham-Jefferson County Transit Authority (MAX) fiscal 2020 Transit Service Agreement with respect to said public transportation services.

ADOPTED: This 22nd day of July, 2019.

Council President

APPROVED: This 22nd day of July, 2019.

Mayor

CERTIFICATION

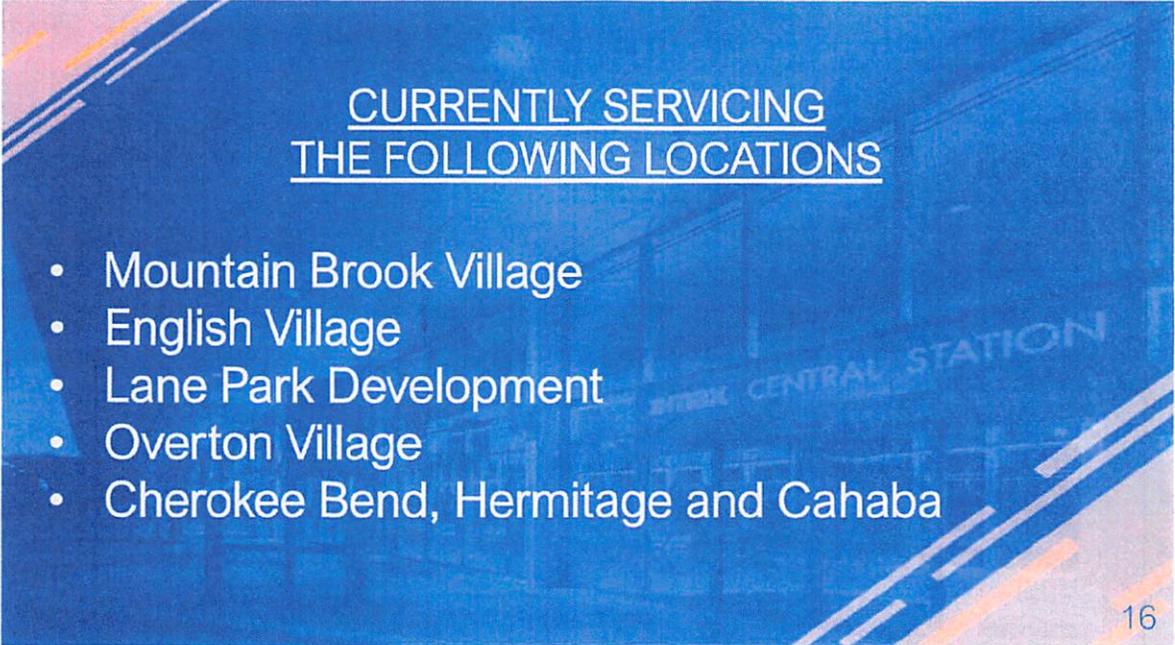
I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on July 22, 2019, as same appears in the minutes of record of said meeting.

City Clerk



FY 2020
Proposed Service Plan
City of Mountain Brook

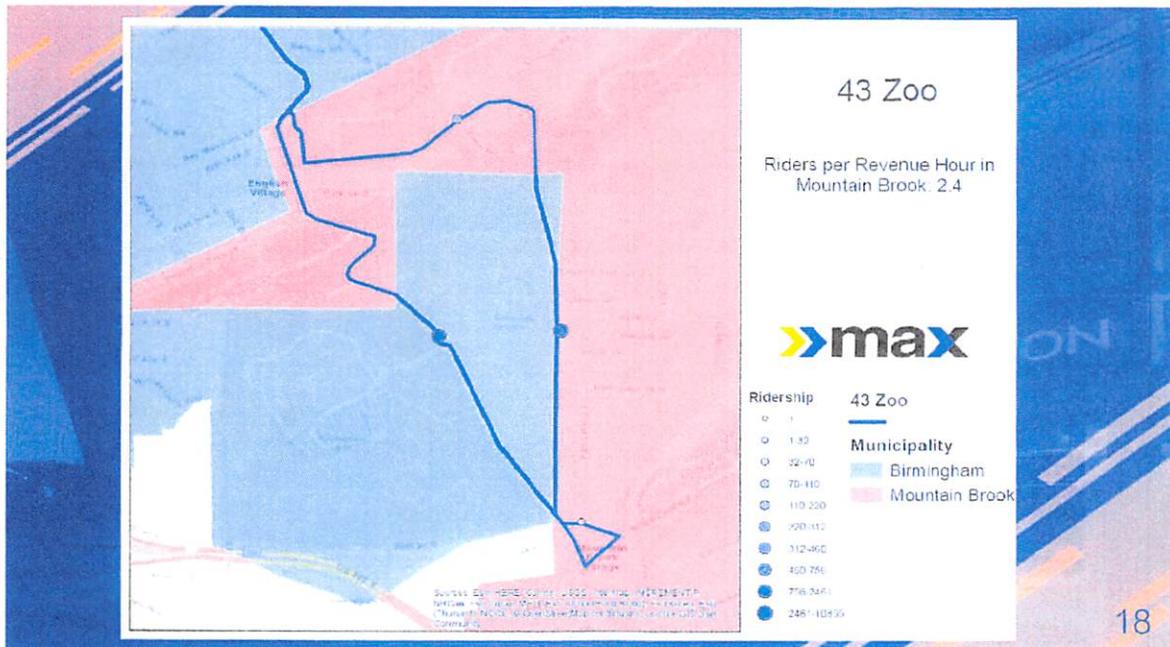
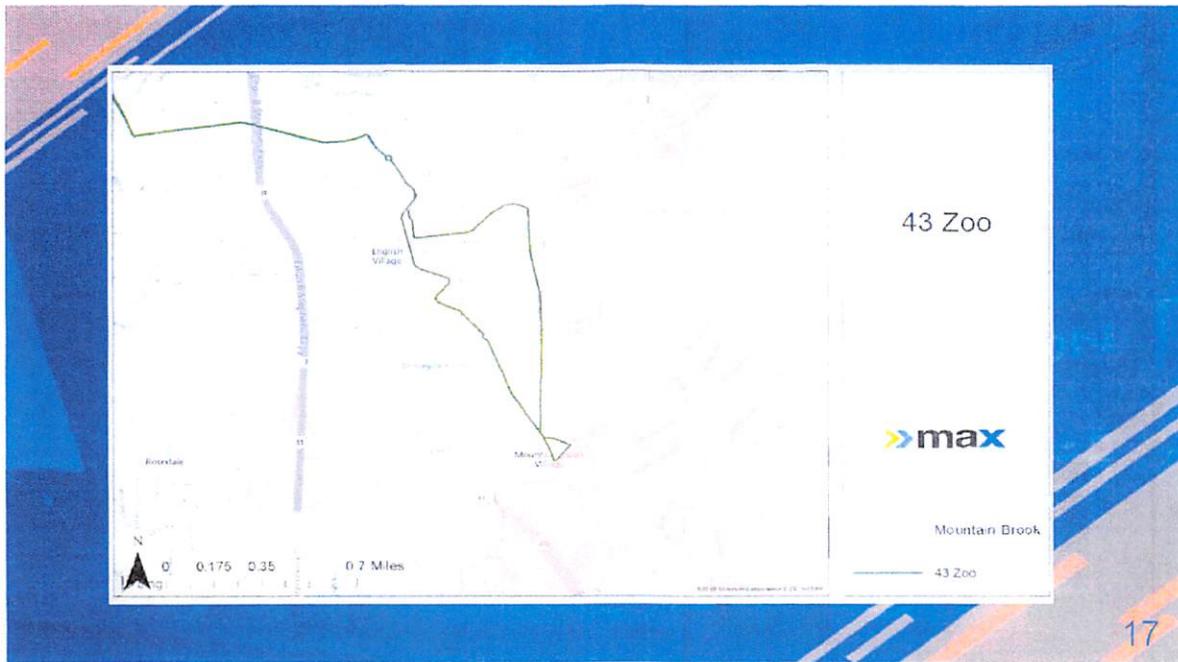
15

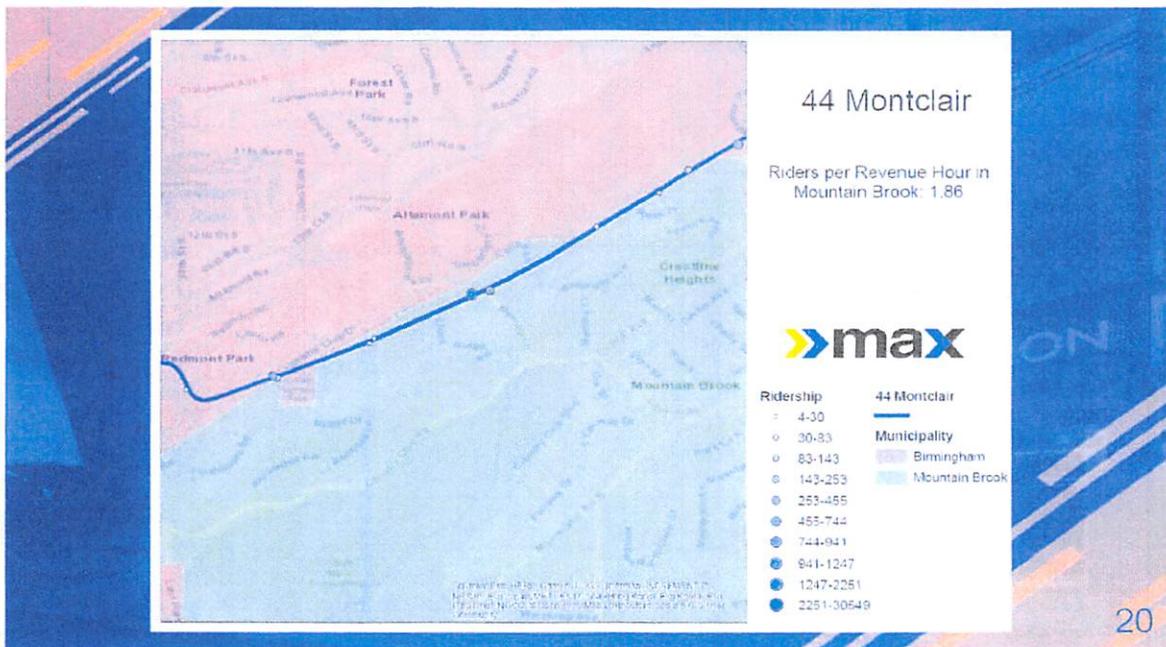
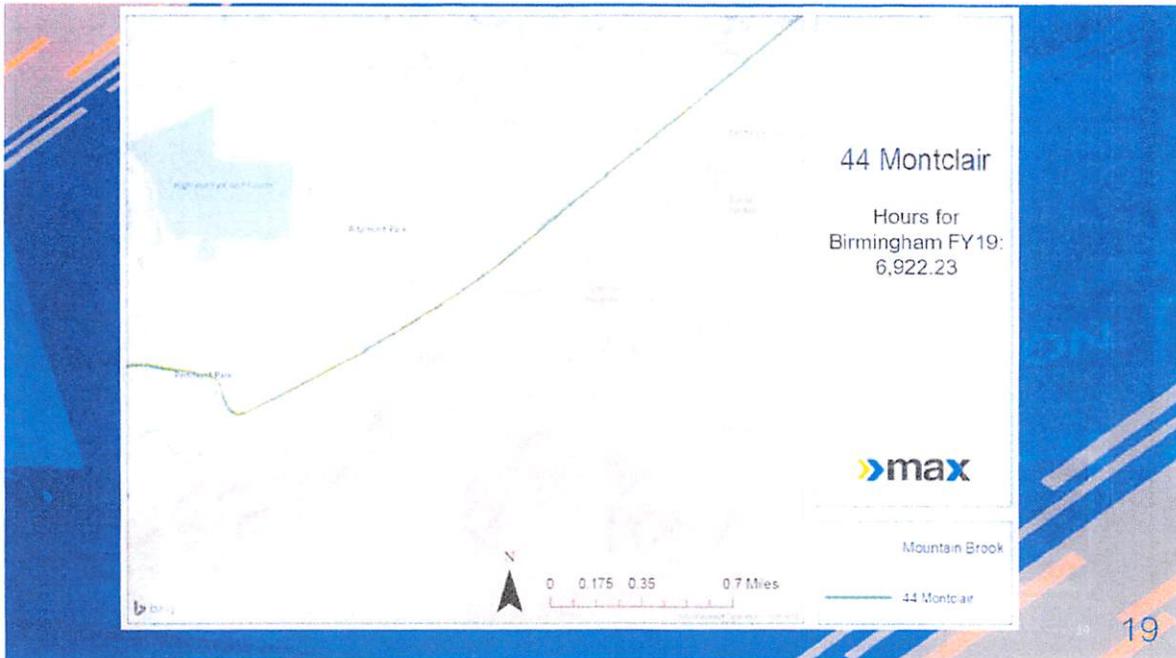


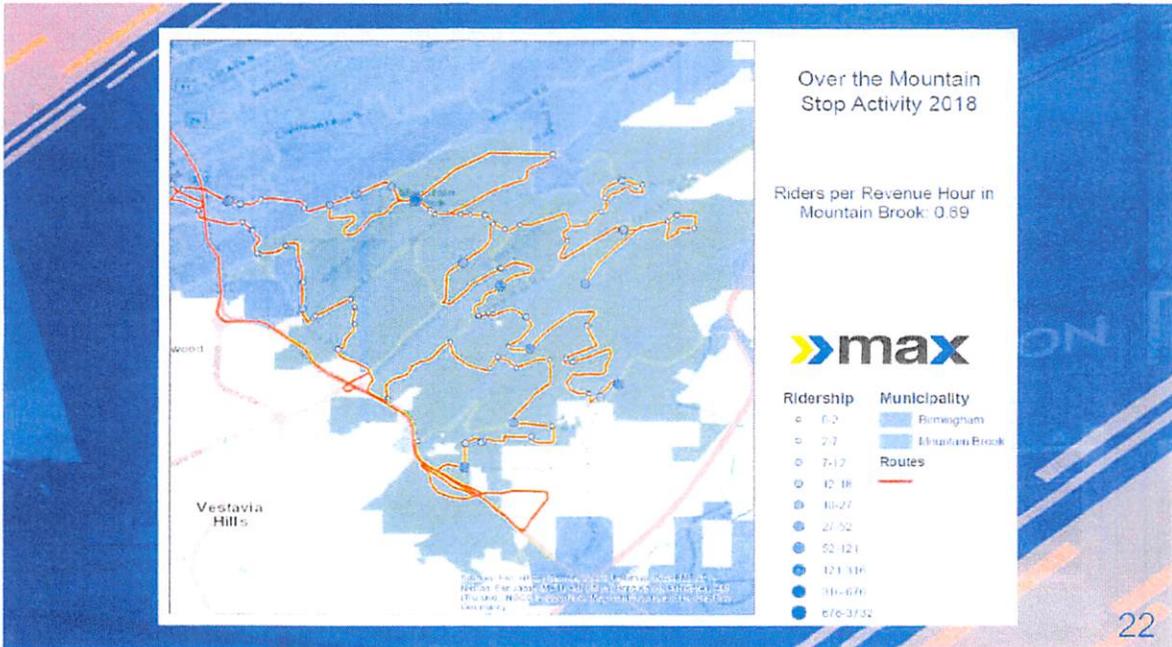
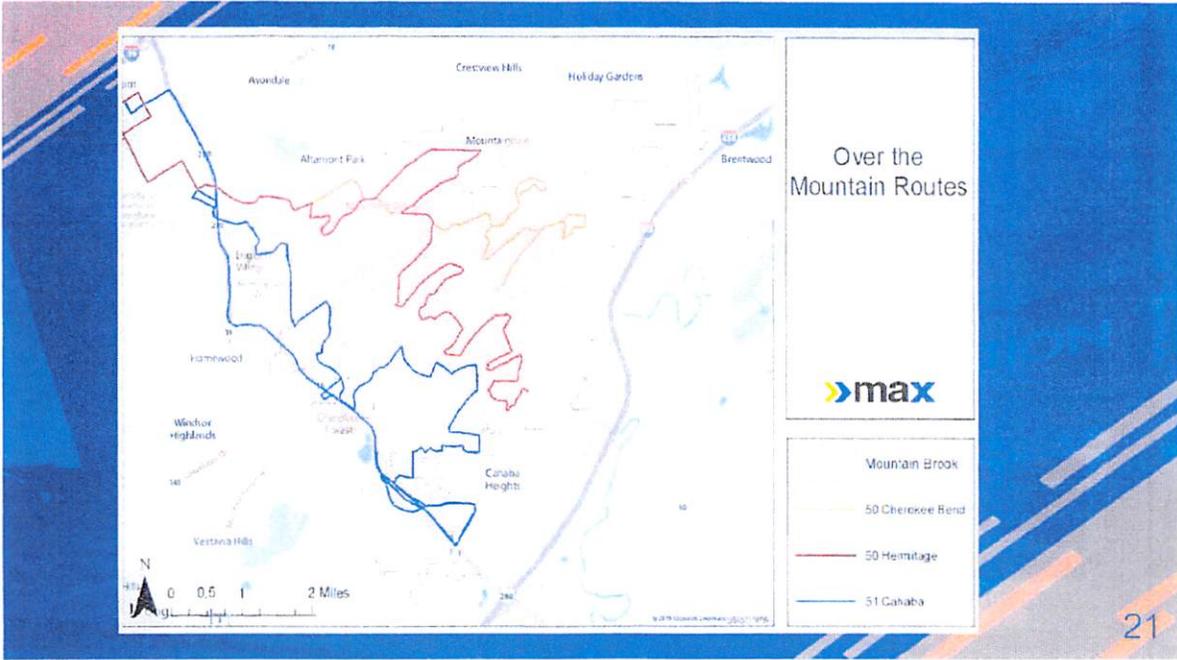
CURRENTLY SERVICING
THE FOLLOWING LOCATIONS

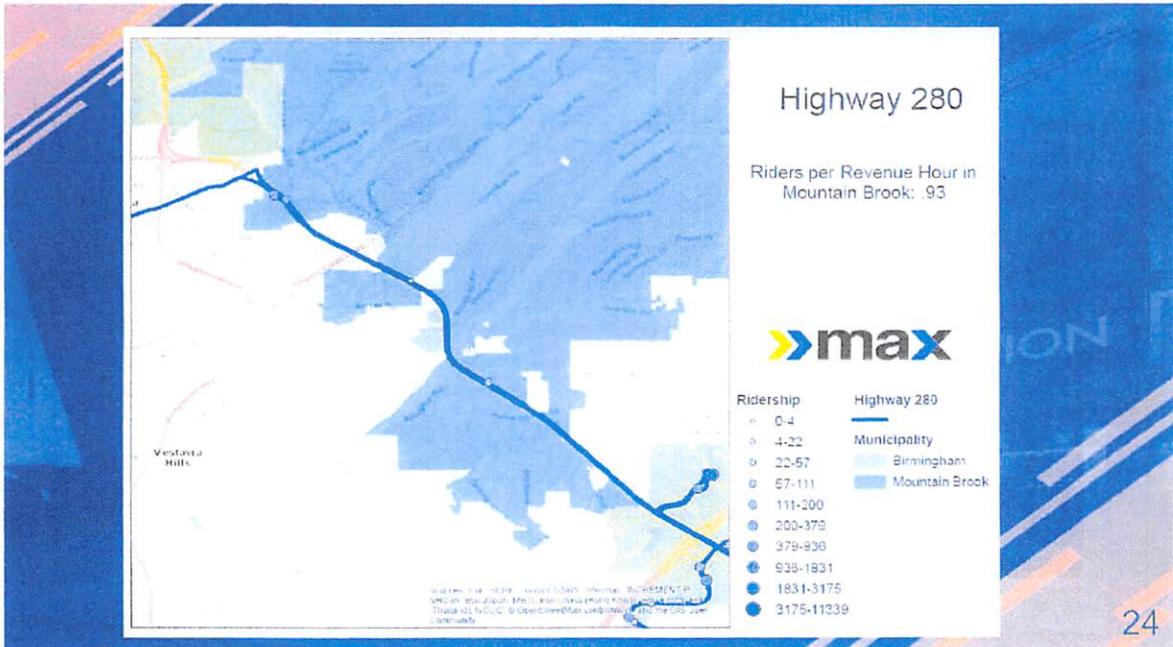
- Mountain Brook Village
- English Village
- Lane Park Development
- Overton Village
- Cherokee Bend, Hermitage and Cahaba

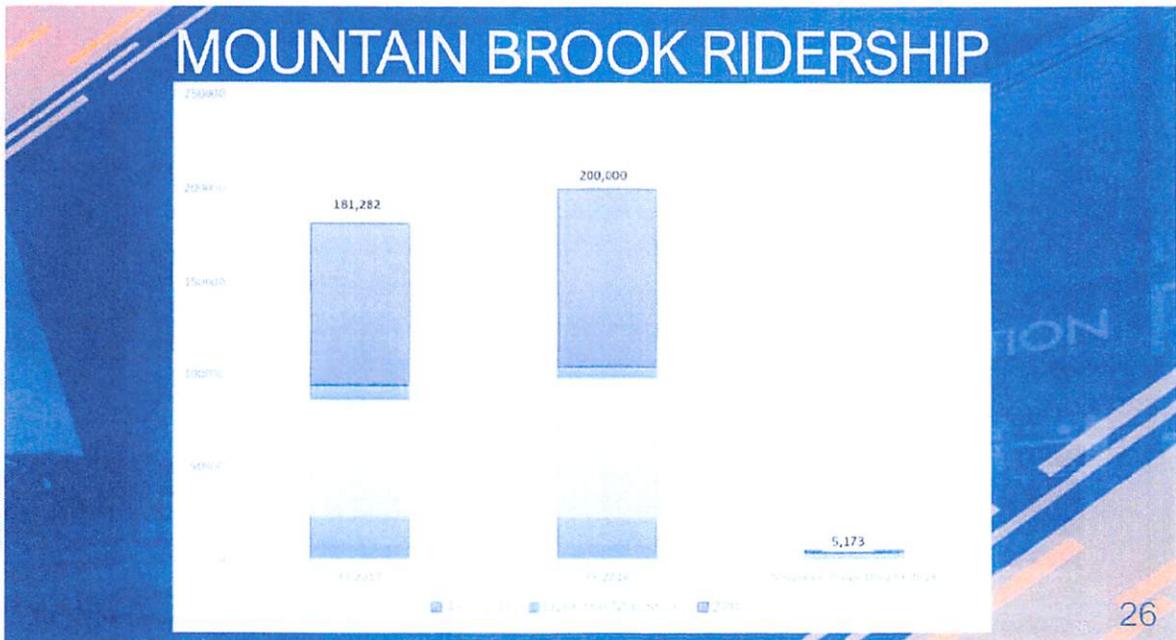
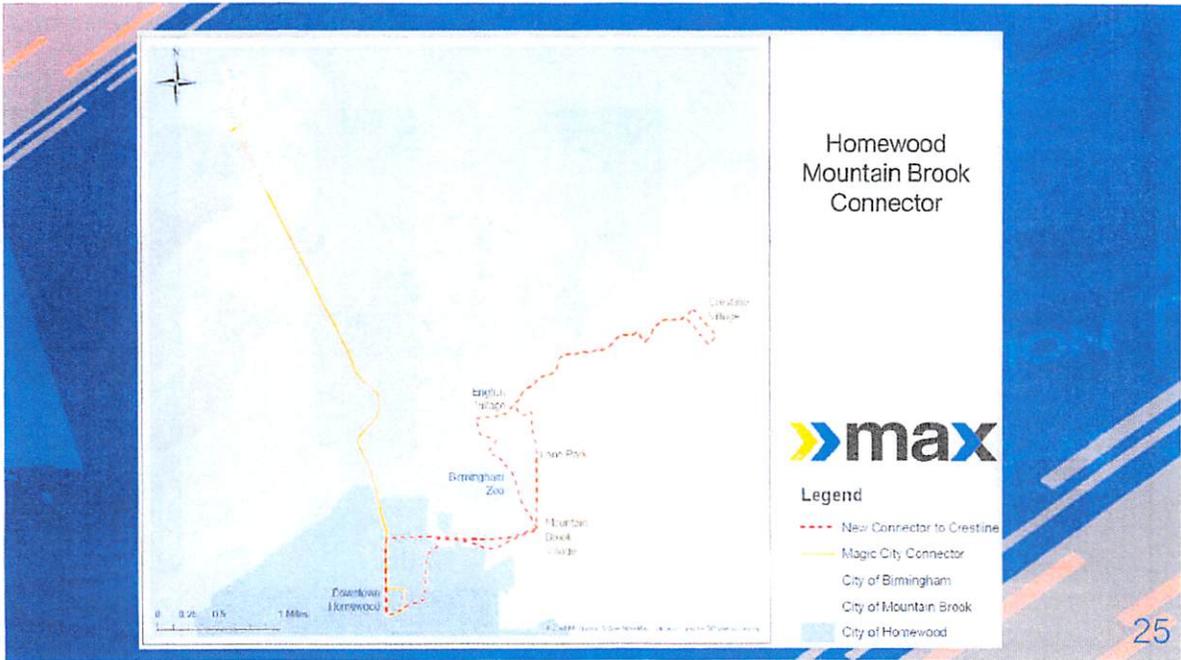
16











POTENTIAL SERVICE ENHANCEMENTS

- Steel Line
- Iron Line
- Microtransit

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MAGIC CITY CONNECTOR – Steel Line

Expanded in June to Downtown Homewood.

Monday-Friday

15 minute headways from 7AM – 6PM
30 minute headways from 6PM – 10PM

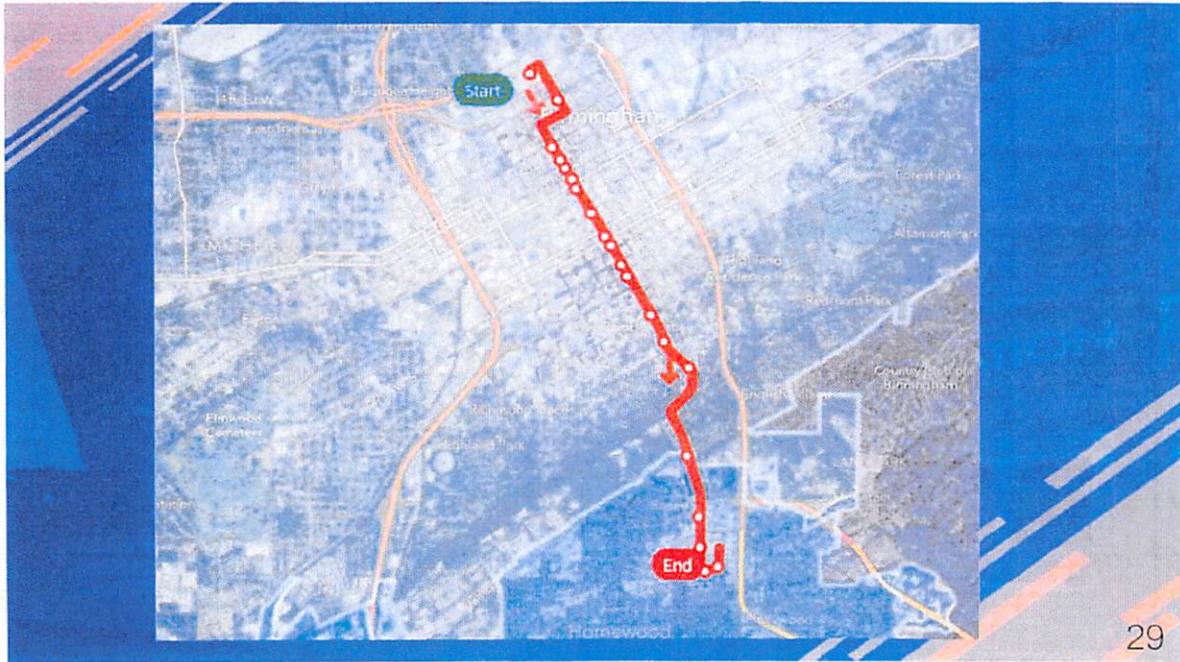
Saturday

30 minute headways from 10AM-10PM

SERVING

- Uptown and BJCC
- Central Business District
- Midtown
- UAB
- 5 Points South
- Vulcan and Rosedale Community
- Downtown Homewood

28



MAGIC CITY CONNECTOR – Iron Line

Replaces the Route 43 – Zoo

SERVING

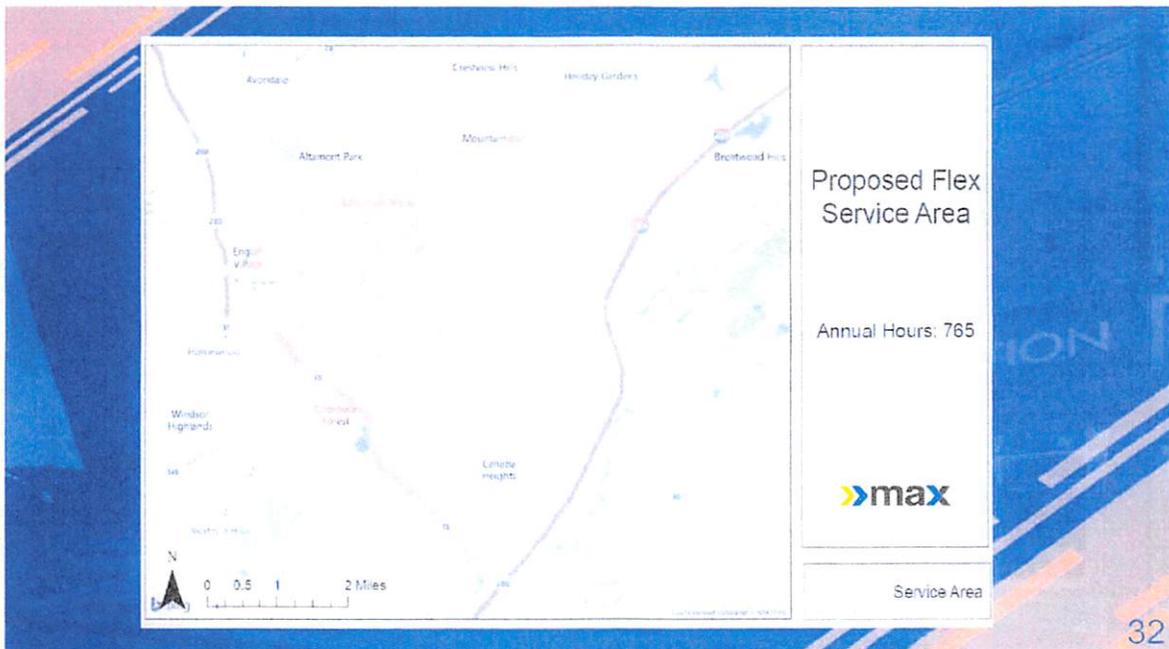
- Downtown Homewood
- Mountain Brook Village
- Lane Park
- Botanical Gardens
- English Village
- Montclair Rd.
- Crestline Village
- Birmingham Zoo

WHAT IS MICROTRANSIT?

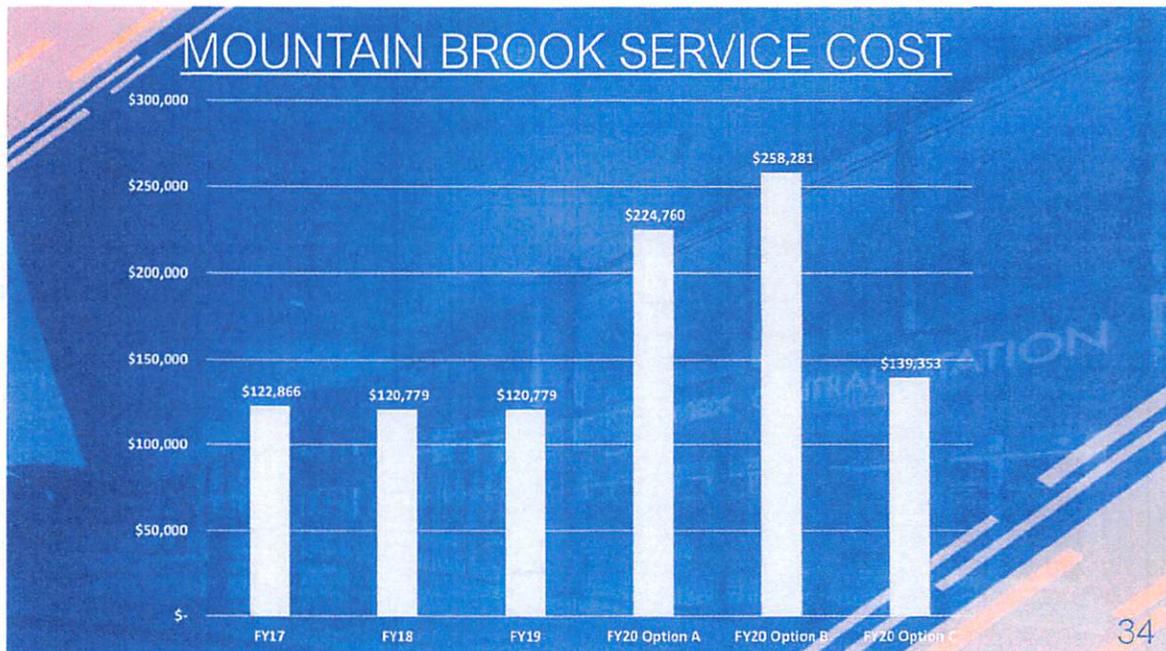
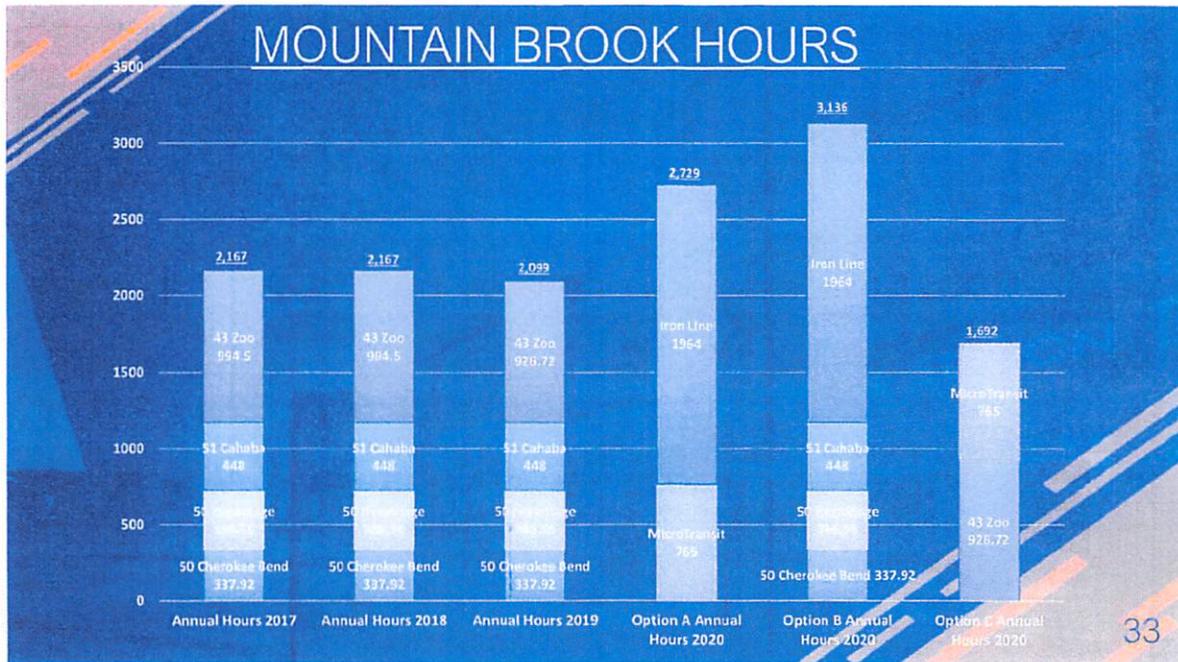
- Service directly from Central Station
- Provides more flexibility than fixed-route service.
- Vehicle size commensurate with ridership.
- Decreased travel-time.
- Utilizes smart phone and on-demand booking.
- Consolidation of fixed-route service and reducing hours.



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GOING FORWARD – THE PLAN

DATES	EVENTS
June 19, 2019	Board Briefing
June 20 – July 12	Meet with Municipalities & Elected Officials
June 20, 2019	Bessemer
June 24, 2019	Mountain Brook
July 18, 2019	BJCTA Committee Meeting Budget Update
July 19-31, 2019	Public Hearings
August 14, 2019	Present Final Budget
August 28 th or TBD	Budget Approval
October 1, 2019	Service Modifications Effective Date

Participating Municipalities

Bessemer
Birmingham
Center Point
Homewood
Hoover
Midfield
Mountain Brook
Tarrant
Vestavia

Jefferson County

Adamsville
Brighton
Fairfield
Forestdale/Jefferson County
Lipscomb

35

Questions & Answers

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Thank You!

RESOLUTION NO. 2019-101

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for the construction of retaining walls at the Athletic Complex (C-20190625-523) submitted by Morris-Shea Bridge Company is hereby accepted (Exhibit A); and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the contract incorporated into the “Invitation for Bids . . . Construct Retaining Walls at the Athletic Complex” dated June 25, 2019 is incorporated herein by reference.

ADOPTED: This 22nd day of July, 2019.

Council President

APPROVED: This 22nd day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 22, 2019, as same appears in the minutes of record of said meeting.

City Clerk

C-20190625-523

**BID TABULATION AND RECOMMENDATION
BID # 2019-0625-523
CITY OF MOUNTAIN BROOK
CONSTRUCT RETAINING WALLS AT THE ATHLETIC COMPLEX**

Two bids were received on July 18, 2019 by 2:00 pm at Mountain Brook City Hall.

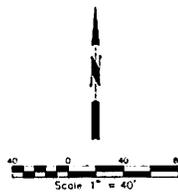
Quality Creative Landscaping, LLC	\$73,700
Morris-Shea Bridge Company	\$59,000

It is my recommendation to award the bid to Morris-Shea Bridge Company.

Shanda Williams
Superintendent of Parks and Recreation

LEGEND

- TEMPERATURE MEASUREMENT
- UTILITY POLE
- OUT AND/OR
- TRANSFORMER PAD
- FIELD LIGHTING
- PULLBOX
- GAS METER
- GAS REGULATOR
- FIRE HYDRANT
- IRIGATION CONTROL VALVE/BUILD
- WATER METER
- WATER SHUTOFF
- SPRINKLER HEAD
- WATER VALVE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- TELEPHONE PILESTAK
- STORM SEWER MANHOLE
- GRATE INLET
- SINGLE POLED SIGN
- UNDERGROUND UTILITY MANHOLE
- MONITOR WELL
- SPOT ELEVATION
- CONCRETE WALK OR PAD
- HANDWOOD TREE
- STATIONARY BENCHMARK
- 1' CONTOUR LINE
- 5' CONTOUR LINE
- CABLE LINE
- UNDERGROUND CABLE
- CABLE & TELEPHONE LINE
- UNDERGROUND POWER LINE
- UNDERGROUND POWER LINE
- OVERHEAD POWER & PHONE
- OVERHEAD TELEPHONE
- UNDERGROUND PHONE LINE
- FIBER OPTIC
- WATER LINE
- SANITARY SEWER LINE
- CHAIN LINK FENCE
- WOOD FENCE
- STORM SEWER PIPE



NOTES:

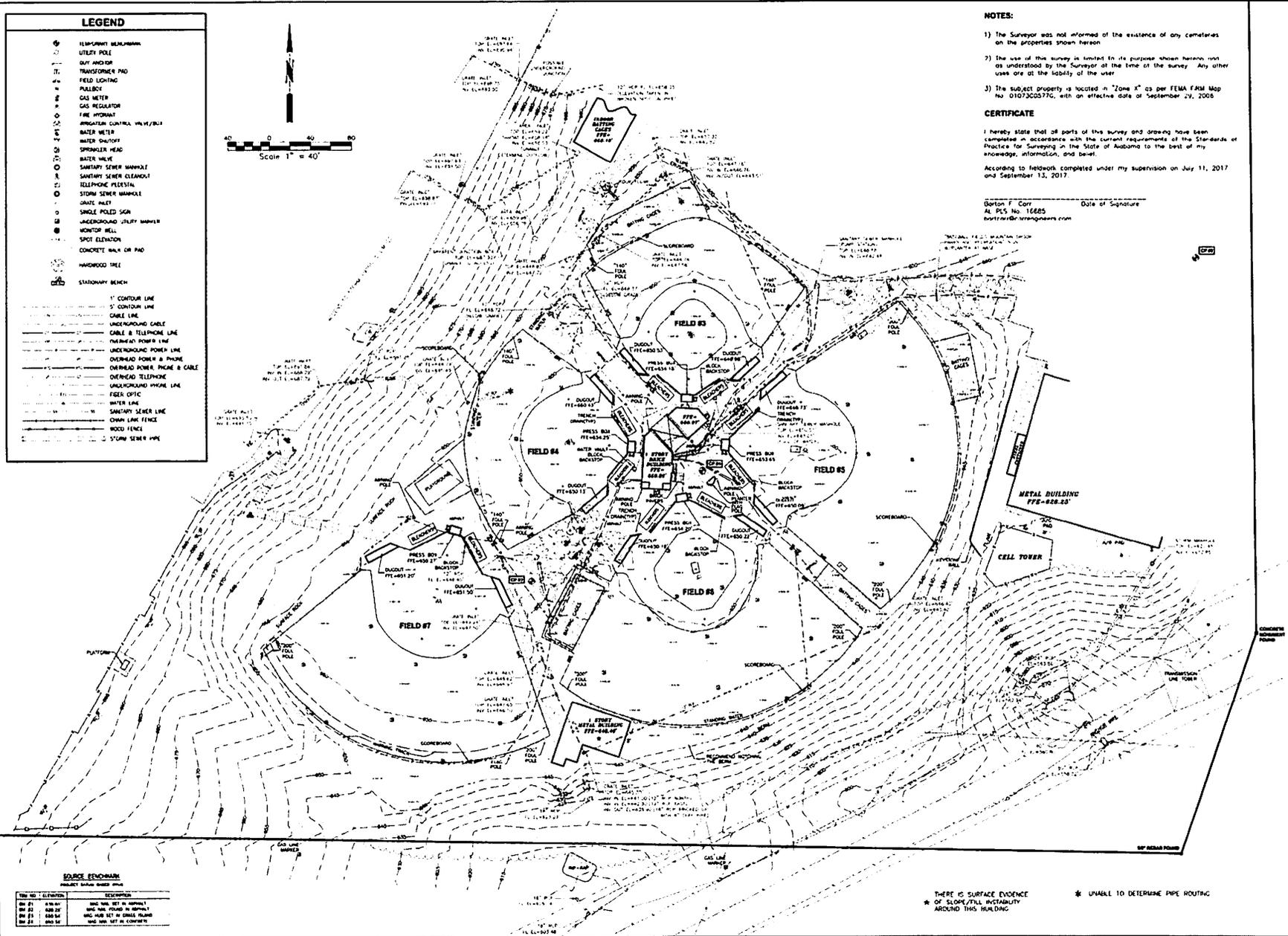
- 1) The Surveyor was not informed of the existence of any cemeteries on the properties shown hereon.
- 2) The use of the survey is limited to its purpose herein, not as understood by the Surveyor at the time of the survey. Any other uses are at the liability of the user.
- 3) The subject property is located in "Zone A" as per FEMA FIRM Map No. 0107300577G, with an effective date of September 29, 2006.

CERTIFICATE

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

According to fieldwork completed under my supervision on July 11, 2017 and September 13, 2017.

Barton F. Carr Date of Signature
 AL PCS No. 16685
 barton@craeengineers.com



THERE IS SURFACE EVIDENCE
 * OF SLOPE/FILL INSTABILITY
 AROUND THIS BUILDING
 * UNABLE TO DETERMINE PIPE ROUTING

SPACE ELEVATIONS
 PROJECT NUMBER: 73.14-01R1

TRIP NO.	ELEVATION	DESCRIPTION
001	86.50	WING WALL SET IN ASPHALT
002	86.50	WING WALL FOUND IN ASPHALT
003	86.50	WING WALL SET IN GRAVEL PAVING
004	86.50	WING WALL SET IN CONCRETE

DRAWING PROVIDED WITHOUT SEAL

CARR & ASSOCIATES ENGINEERS, INC.
 153 CASHAW VALLEY PARKWAY
 PELHAM, ALABAMA 35114
Member of the CRAE Group of Companies

CIVIL, STRUCTURAL & ENVIRONMENTAL ENGINEERS
 LAND SURVEYORS

* CONTRACT NOT BEING REPRODUCED OR COPIED IN ANY MANNER WITHOUT WRITTEN CONSENT OF CARR & ASSOCIATES ENGINEERS, INC.

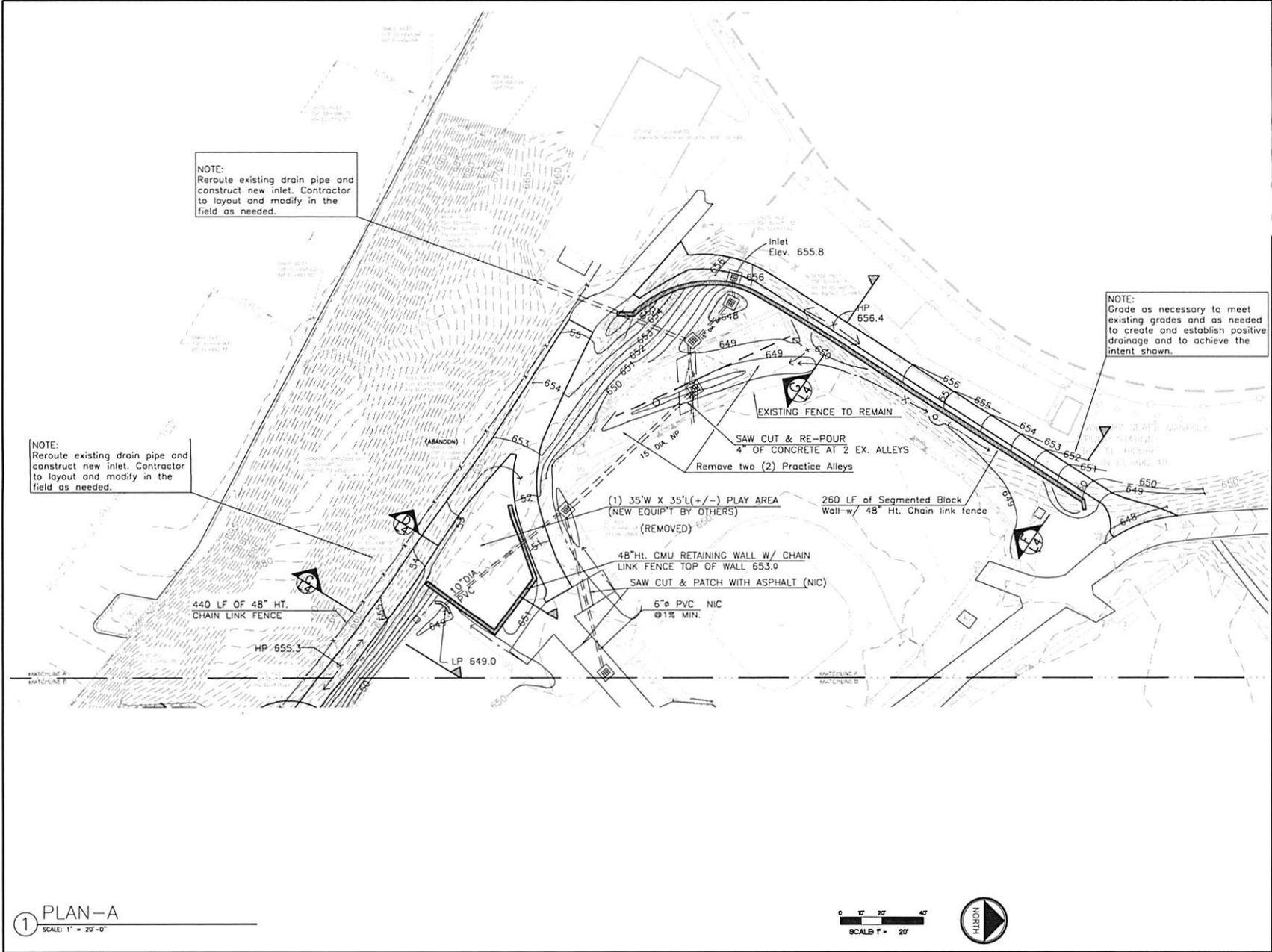
REVISIONS		REVIEW
NO.	DESCRIPTION	DATE

PRODUCTION	DATE	BY
FILED	11/23	SM/STP
DATE CHECKED	09/17/17	SM/STP

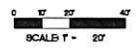
CITY OF MOUNTAIN BROOK
MOUNTAIN BROOK BASEBALL FIELDS
CITY OF MOUNTAIN BROOK
JEFFERSON COUNTY, ALABAMA

DATE: 7/24/17
 SHEET: 1 OF 2
 PROJECT NO: 73.14

73.14-01R1



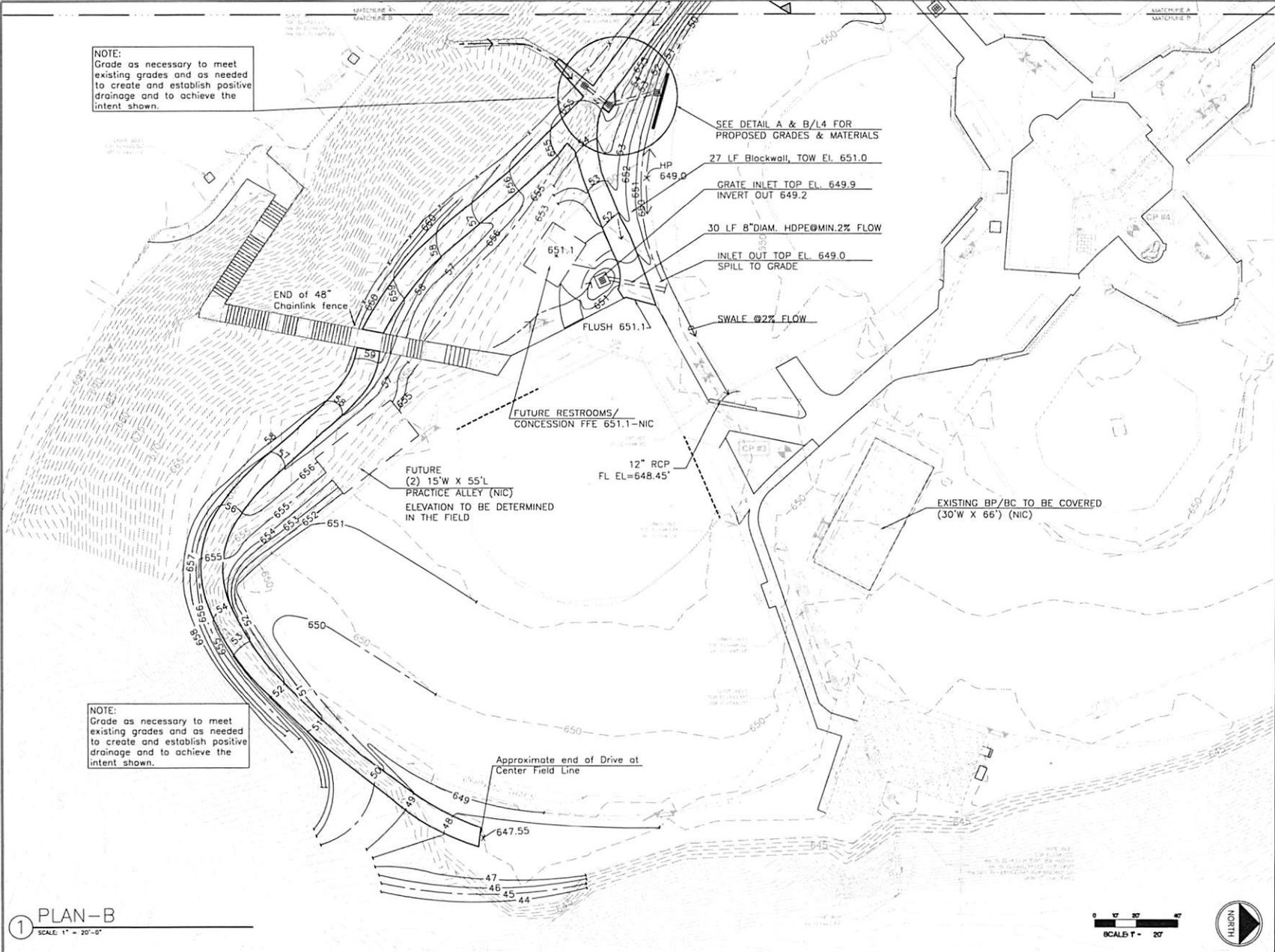
① PLAN-A
SCALE: 1" = 20'-0"



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

Date: May 21, 2019

Revisions		
No.	Rev.	Describe



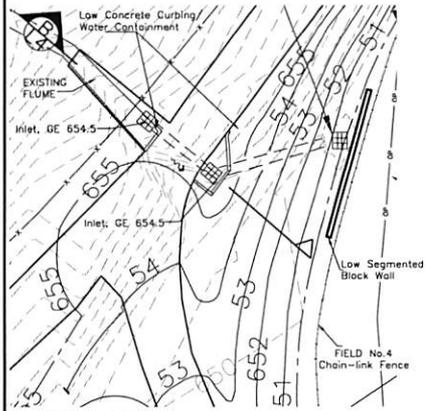
NOTE:
Grade as necessary to meet existing grades and as needed to create and establish positive drainage and to achieve the intent shown.

NOTE:
Grade as necessary to meet existing grades and as needed to create and establish positive drainage and to achieve the intent shown.

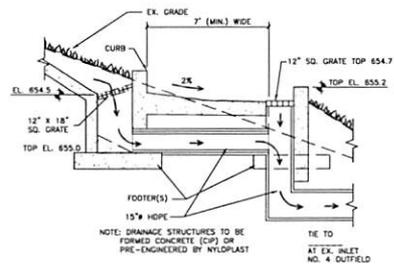
1 PLAN-B
SCALE: 1" = 20'-0"

Date: May 21, 2019

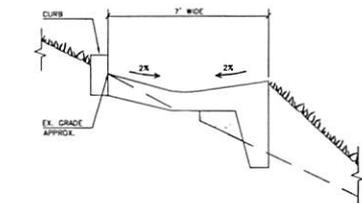
No.	Date	Revisions



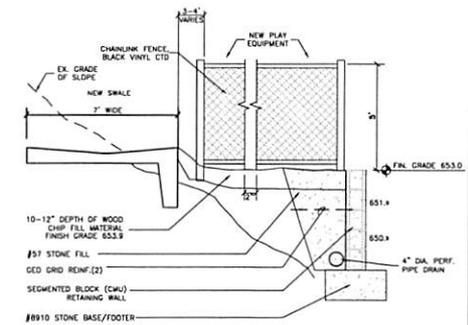
A HILLSIDE DRAIN
NTS
ENLARGED PLAN



B HILLSIDE DRAIN
NTS
DETAIL



C HILLSIDE DRAIN
NTS
DETAIL



D PLAY AREA
NTS
DETAIL

Date: May 21, 2019

Revisions		
NO.	DATE	REVISION

RESOLUTION NO. 2019-102

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby authorizes, subject to and after the City's receipt of a \$40,000 donation from Mr. Harlan Prater IV, the execution of a contractor agreement between the City and TCC, Inc., in the form as attached hereto as Exhibit A, with respect to the construction of a pedestrian bridge on Watkins Trace Trail in Jemison Park.

ADOPTED: This 22nd day of July, 2019.

Council President

APPROVED: This 22nd day of July, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 22, 2019, as same appears in the minutes of record of said meeting.

City Clerk

Bridge Donation on Watkins Trace Trail

Mr. Harlan Prater IV had approached us about donating a bench in honor of his ailing wife's caregivers on Watkins Trail. They would walk with her along the trail when she was able to get out of the house. Sadly, she is no longer able to walk the trail as she once loved to do. I met with Mr. Prater and Nimrod Long at the trail to discuss what options were available since we were out of obvious locations for benches.

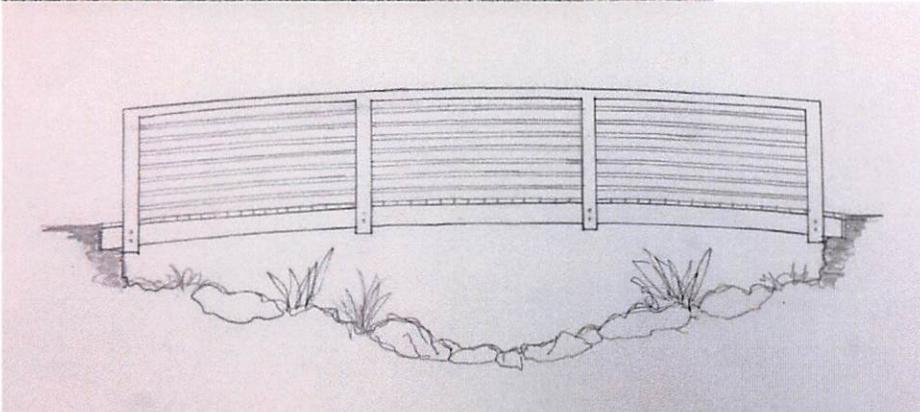
I suggested replacing the flat bridge that sits over a ditch at the beginning of the trail off of Watkins Road because we have had to make repairs on it and it is a little narrower than the trail. We all agreed that a new bridge is needed and Nimrod made suggestions on how to make it better. Mr. Prater requested that the bridge be made to last much longer than a regular wooden bridge.

Nimrod has been handling the design of the bridge and landscaping to go with it. It is proposed to be a slightly arched bridge with cortin steel joists and rails. The decking will be made out of Ipe Wood, which is the longest lasting natural wood made and is used on the picnic tables located at the middle of Jemison Park. The look will be consistent with the other steel bridges, but scaled down to approximately 22 feet. Below is a sketch of the bridge that will be made by Marbury McCullough (TCC).

Along with the bridge, Nimrod suggested adding decorative rocks under it and dressing up the whole area. There is also discussion of placing the bridge to the left of the bridge as it is pictured below. This will move the trail away from the house that is in the background of the picture.

Mr. Prater, his daughter Florence, and Nimrod Long will be present at our meeting to discuss the plans.

This is the existing bridge and a sketch of the new bridge.



Bridge on Watkins Trace Trail

July 2019

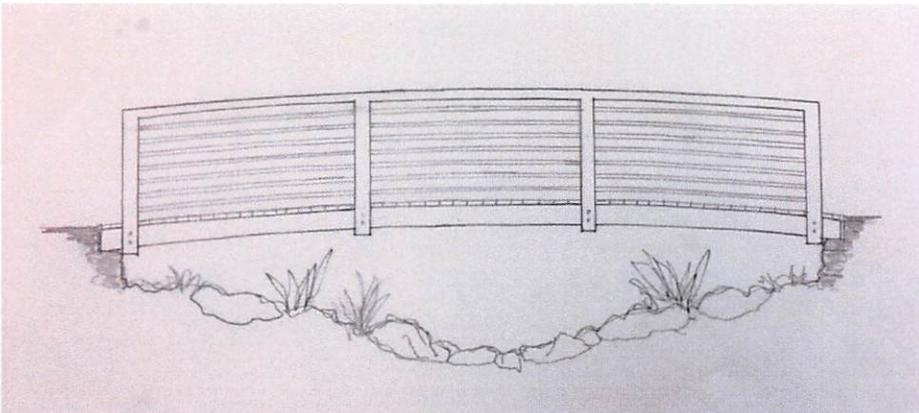
The City of Mountain Brook would like to replace a small wooden bridge with a sturdier steel bridge. The bridge is located in Jemison Park on Watkins Trace Trail, about 150 feet from Watkins Road.

The new bridge will be slightly arched and made with cortin steel joists and rails. The decking will be made out of Ipe Wood, which is the longest lasting natural wood made and is used on the picnic tables located at the middle of Jemison Park. The look will be consistent with the other steel bridges in Jemison Park, but scaled down to approximately 22 feet. Below is a sketch of the proposed bridge.

The new bridge will be placed approximately 20 feet to the left side of the wooden bridge as it is pictured below. This will allow the trail to remain open during the construction process. Moving the trail over some will give a better buffer between the trail and the neighbors.

The area around the bridge will be landscaped to include rerouting the trail and improving the aesthetics of the ditch with rocks.

This is the existing bridge and a sketch of the new bridge.



CONTRACTOR AGREEMENT

TCC, Inc (“Contractor”) 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: Construct and Install 22’ Steel Bridge

Site of Project: Watkins Trace Trail
Intersection of Watkins Road and Cahaba Road
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and July 15, 2019 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.

Contractor’s obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

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 Thirty-nine thousand eight hundred and eighty-nine dollars (\$39,889.00) 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 \$50,000.00.

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

- (a) Fifteen percent (15%) of the Contract Price within five days after execution of Agreement; and
- (b) 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;

- (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 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 Contractor (or nay 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 July 15, 2019 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 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)

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: _____

TCC, INC, CONTRACTOR

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached City Scope of Work and July 15, 2019 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 3 month period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Marbury McCullough
6378 Highway 63 South
Alexander City, AL 35010
Email:marbury@tcccontractors.com
Day Tel #: (256) 392-4115

4. Special Conditions.

TCC, Inc.

6378 Highway 63 South
Alexander City, AL 35010

Estimate

Date	Estimate #
7/15/2019	142

Name / Address
Estimates

Project

Description	Qty	Cost	Total
22' Steel Bridge - Original Quote	1	22,146.00	22,146.00
Footing/Bulkheads (Assume 2' Long x 8' Wide x 2' Deep with 6ea Runs #5 Rebar Longitudinally)	1	4,000.00	4,000.00
Ipe Decking Material (If by TCC) L/M (5/4" x 6" Face Screwed)	1	2,363.00	2,363.00
Ipe Labor (If by TCC)	1	960.00	960.00
Overhead/Profit	1	4,420.00	4,420.00
Permit by City. No Bond Included		0.00	0.00
Landscaper Services Portion (No Markup but Landscape Services to be Paid when TCC paid)	1	6,000.00	6,000.00
		Total	\$39,889.00

Customer Signature _____

HVAC bids and bidder specifications currently under review by B&G HVAC technical advisor.