

**PRE-MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**JULY 27, 2020, 6:15 P.M.**

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**As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.**

**Due to COVID-19 and the mandate that public gatherings of 10 or more are not permitted. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of July 27, 2020 at 7 p.m. (pre-meeting at 6:15 p.m.), please join by way of the Zoom app (re: Meeting ID: 801-559-1126, password 07272020).**

1. Corporal positions in the Police Department-Chief Cook (See attached information. This item may be added to the formal agenda.)
2. Stop sign request on Hampshire Drive-Sam Gaston (See attached information.)
3. Appointment to the Editorial Board-Sam Gaston (See attached information. This item may be added to the formal agenda.)
4. Traffic studies for the following areas-Richard Caudle of Skipper Consultants (See attached information. These items may be added to the formal agenda.)
  - A. Three-way stop Brookwood Road at South Brookwood Road
  - B. Four-way stop on River Bend Road at Briar Oak Drive
  - C. Three-way stop on Briar Oak Drive at River Oaks Road
  - D. Speed reduction on Briar Oak Drive



*Mountain Brook*  
*Police*  
*Department*

101 Tibbett Street  
Mountain Brook, Alabama 35215  
Phone: 205.802.2414  
Fax: 205.802-2415

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## MEMORANDUM

**To: Chief Ted Cook**

**June 18, 2020**

**From: Captain Jaye Loggins**

**Subject: Proposed Corporal Positions**

# Corporal Positions

## OVERVIEW

The Mountain Brook Police Department would like to create ranked positions of Corporal for current Lead Worker Positions of FTOs and Technical Services, to establish authority and structure for reporting and work performance evaluations.

## GOALS

1. Create further engagement of current Lead Workers who influence others by overseeing and evaluating work performance.
2. Build further leadership characteristics of employees for future Supervisor and Command Level positions.

## SPECIFICATIONS

Current Lead Worker positions oversee and evaluate work product of their peers. By creating ranked positions of Corporal for the Lead Worker positions, it will establish a clear and defined authority and structure for evaluating work performance and report reviews. Currently, the Field Training Officer positions and Technical Services position fall into this category.

The FTO position evaluates work performance and report writing of those that they are training during the Field Training Program for new Officers. FTOs are essentially a “supervisor” of one during the course of the training program. The FTO “supervises” the new Officer by ensuring that the new Officer is adhering to Federal, State and local laws and ordinances, as well as the Policy and Procedures of the Mountain Brook Police Department. The FTO position demands the respect and adherence to authority, of the new officer that is being trained, to create the best training experience and success of the program. By establishing the rank of Corporal for these FTOs, it establishes a definitive rank structure in the program.

The Technical Services Officer reviews all incident/offense and arrest reports submitted by employees of all ranks to ensure that the reports meet the current UCR and NIBRS standards. This includes sending reports back to members of the police department for corrections. The vast number of reports are submitted by peers in the position of the Technical Services Officer. The position also oversees the technical aspect of equipment in the police vehicles. This includes the upkeep and maintenance of computers, printers and video equipment in the police vehicles, and gives directives in the proper use and procedure for the equipment. The position also oversees and gives directives in the area of jail photo and fingerprinting procedures as it relates to Federal and State Law. The Technical Services Officer is responsible for the equipment that is being utilized by peer Officers. By establishing the rank of Corporal for this position, it establishes a definitive rank structure for the directives associated with report reviews and for the use and care of the equipment.

Both FTO and Technical Services positions currently receive a 5% premium pay as a Lead Worker position. The creation of the Corporal rank for these positions would have a neutral effect on the budgeted salaries of the police department. It would only affect the rank structure and give definitive authority over work by those they currently review and oversee.

## **MILESTONES**

### **Current Positions**

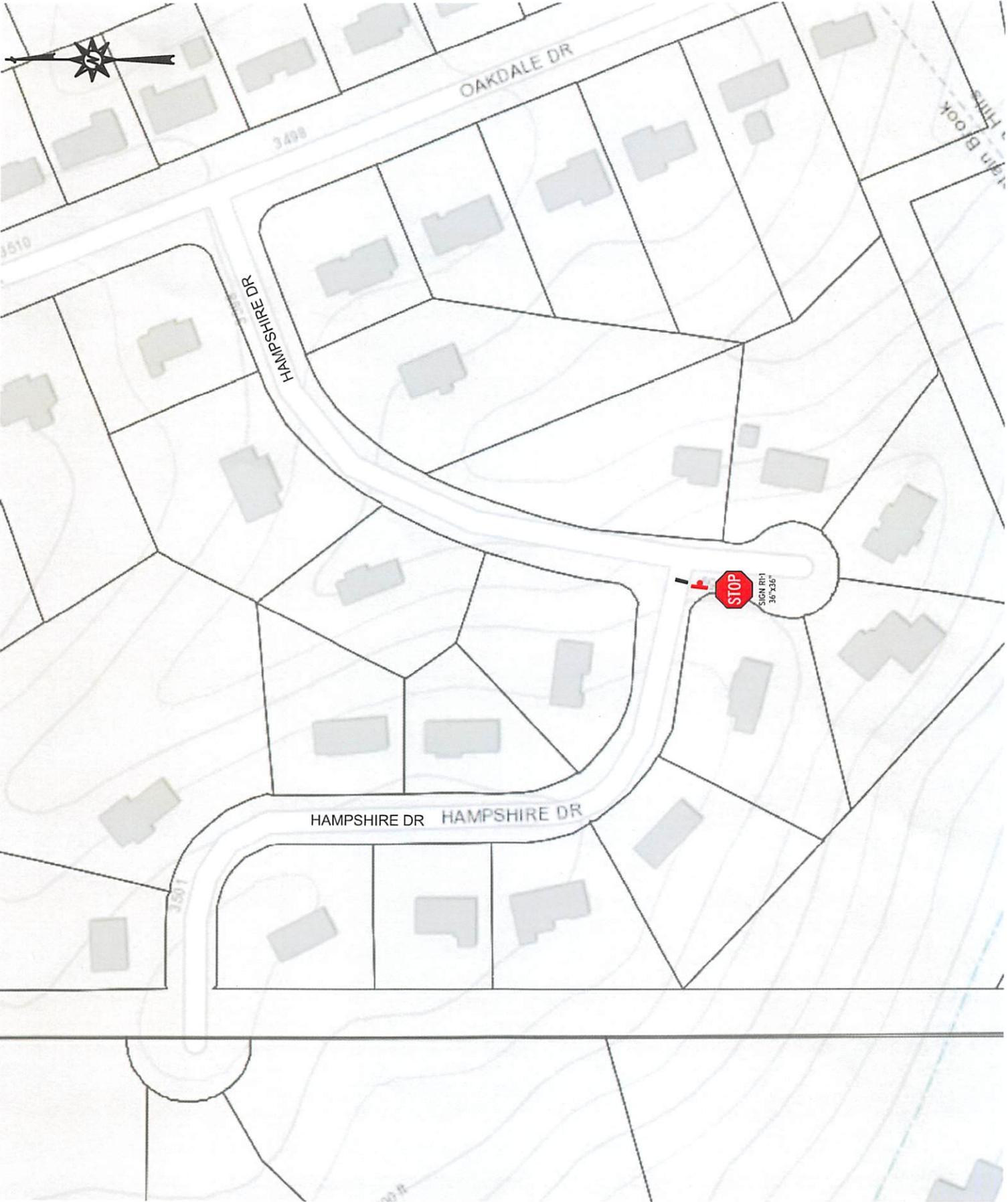
The Mountain Brook Police Department currently has two Corporal positions. By implementing the proposed additional positions, it would raise the total number of Corporal positions to nine.

### **Officer Safety/Tactical Aspect**

Currently the FTOs wear an FTO patch identifying themselves as an FTO. This could be seen as a disadvantage to the Officer in training. Anyone that the Officer in training and FTO would encounter could easily recognize that he/she is dealing with an Officer in training that may be less experienced or new. By having the FTO wearing Corporal rank insignia, the person encountered would recognize that an Officer of rank was present and should feel more confident of the outcome.

### **Budget Neutral**

The proposal only changes the title or rank of the positions requested to be considered. The budgeted salary costs would not be affected by the proposed positions.



## Sam Gaston

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**From:** Margaret Karpeles <karpeles\_margaret@hotmail.com> on behalf of Margaret Karpeles  
**Sent:** Wednesday, July 08, 2020 2:15 PM  
**To:** gastons@mtnbrook.org  
**Subject:** Need of a stop sign

My name is Margaret Clements. I live at 3563 Hampshire Drive, off Oakdale by the high school. This road consists of 2 cul de sacs. When turning onto Hampshire you can continue straight to one circle, where I live or you can turn right and continue up the hill to another circle. There is no yield or stop sign at that junction. We have numerous kids that ride their bikes and play on the street and they are aware of traffic, however the cars are not. As a neighborhood we would appreciate a stop sign coming down the hill for cars continuing left towards Oakdale. Thank you for your consideration!

Sincerely,

Margaret Clements  
205-470-2529

Sent from my iPhone

**RESOLUTION NO. 2020-122**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Vince Schilleci is hereby reappointed as a member of the Editorial Board of the City of Mountain Brook, to serve without compensation, with the term of office to end August 8, 2024.

**ADOPTED:** This 27th day of July, 2020.

\_\_\_\_\_  
Council President

**APPROVED:** This 27th day of July, 2020.

  
\_\_\_\_\_  
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 meeting held on July 27, 2020, as same appears in the minutes or record of said meeting.

\_\_\_\_\_  
City Clerk

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

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to traffic studies for: 1) a three-way stop at the intersection of Brookwood Road at South Brookwood Road, 2) a four-way stop at the intersection of Briar Oak Drive at River Bend Road, 3) a three way stop at the intersection of Briar Oak Drive at River Oaks Road, and 4) reduction in speed limit on Briar Oak Drive to 25 miles hour, all in the City of Mountain Brook (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

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

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

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

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

3. **COMPENSATION/ BILLING/ PAYMENT:** Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) for a fixed fee in the following amounts:

Three-Way Stop Brookwood Road at South Brookwood Road	\$ 3,300.00
Four-Way Stop Briar Oak Drive at River Bend Road	\$ 3,750.00
Three-Way Stop Briar Oak Drive at River Oaks Road	\$ 2,850.00
Speed Limit Reduction Briar Oak Drive	<u>\$ 1,500.00</u>
<b>Total</b>	<b>\$11,400.00</b>

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

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

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

#### **4. STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CLIENT: CITY OF MOUNTAIN BROOK, AL

CONSULTANT: SKIPPER CONSULTING INC.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Darrell B. Skipper, P.E.

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: July 13, 2020

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**EXHIBIT "A"**  
**SCOPE OF WORK**

The Consultant shall perform the following scope of work in relation to traffic studies for: 1) a three-way stop at the intersection of Brookwood Road at South Brookwood Road, 2) a four-way stop at the intersection of Briar Oak Drive at River Bend Road, and 3) reduction in speed limit on Briar Oak Drive to 25 miles hour, all in the City of Mountain Brook:

- **Three-Way Stop Brookwood Road at South Brookwood Road**
  - Conduct a total of three (3) machine traffic counts on Brookwood Road and South Brookwood Road for a twenty-four hour period, including speeds
  - Conduct an intersection turning movement traffic count on a weekday from 7:00 a.m. to 9:00 a.m., 2:30 to 3:30 p.m., and 4:00 to 6:00 p.m.
  - Conduct windshield observations during the morning and afternoon peak periods
  - Collect crash data for the intersection from the MBPD
  - Perform an analysis of existing traffic conditions at the intersection, including a multi-way stop warrant analysis, capacity analysis, levels of service, delays, queues, and safety
  - Prepare report of study findings and recommendations
  - Attend city council meetings to present study findings and recommendations as required
  
- **Four-Way Stop Briar Oak Drive at River Bend Road**
  - Conduct a total of four (4) machine traffic counts on Briar Oak Drive and River Bend Road for a twenty-four hour period, including speeds
  - Conduct an intersection turning movement traffic count on a weekday from 7:00 a.m. to 9:00 a.m., 2:30 to 3:30 p.m., and 4:00 to 6:00 p.m.
  - Conduct windshield observations during the morning and afternoon peak periods
  - Collect crash data for the intersection from the MBPD
  - Perform an analysis of existing traffic conditions at the intersection, including a multi-way stop warrant analysis, capacity analysis, levels of service, delays, queues, and safety
  - Prepare report of study findings and recommendations
  - Attend city council meetings to present study findings and recommendations as required
  
- **Three-Way Stop Briar Oak Drive at River Oaks Road**
  - Conduct a total of two (2) machine traffic counts on Briar Oak Drive and River Oaks Road for a twenty-four hour period, including speeds
  - Conduct an intersection turning movement traffic count on a weekday from 7:00 a.m. to 9:00 a.m., 2:30 to 3:30 p.m., and 4:00 to 6:00 p.m.
  - Conduct windshield observations during the morning and afternoon peak periods
  - Collect crash data for the intersection from the MBPD
  - Perform an analysis of existing traffic conditions at the intersection, including a multi-way stop warrant analysis, capacity analysis, levels of service, delays, queues, and safety
  - Prepare report of study findings and recommendations
  - Attend city council meetings to present study findings and recommendations as required
  
- **Briar Oak Drive Speed Limit Reduction**
  - Analyze speed study results as previously collected for the project
  - Perform an analysis of curves
  - Collect crash data from the MBPD
  - Review other factors such as pedestrian flow, land uses, driveways
  - Prepare report of study findings and recommendations
  - Attend city council meetings to present study findings and recommendations as required

**Schedule**

Work will not begin until school is back in session. Thereafter, the Consultant will perform the scope of work described above, up to and including issuing reports of the study findings, within a period of six (6) weeks from notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (Brookwood Road at South Brookwood Road, Briar Oak Drive at River Bend Road, Briar Oak Drive at River Oaks Road, Briar Oak Drive Speed Limit)**

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

This Addendum is a part of the Professional Services Agreement between the parties (the “Agreement”) concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

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

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a “Dispute”), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and

mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

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

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

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

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

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

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

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

.1 **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than \$500,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

CITY: CITY OF MOUNTAIN BROOK

CONTRACTOR: SKIPPER CONSULTING INC.

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Darrell B. Skipper, P.E.

President

July 13, 2020

Brookwood Road at South Brookwood Road intersection



4-way stop request Briar Oak @ Riverbend. 3-way stop request Briar Oak @ River Oaks. Briar Oak Speed reduction request.

