

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JULY 25, 2022, 7 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 07252022). Unvaccinated in-person attendees are asked to mask.

1. Approval of the minutes of the July 11, 2022, regular meeting of the City Council.
2. Alopecia Awareness Month Proclamation
3. Consideration: Resolution awarding the bid to Comfort Systems USA for HVAC scheduled maintenance.
4. Consideration: Resolution extending the professional on-call/on-demand professional services agreement between the City and Sain Associates.
5. Consideration: Resolution authorizing the proposal between the City and Building and Earth providing subsurface exploration and geotechnical consultation services for the Mountain Brook Junior High School storm drainage project.
6. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
7. Consideration: Resolution amending the conditional service use resolutions for MPower, located at 2419 Canterbury Road, to include two additional group sessions and allow for private lessons.
8. Consideration: Resolution declaring certain property surplus and authorize the donation of said property to the Blount County Coroner's Office.
9. Consideration: Resolution awarding the bid to GoodGame Company for the Public Works metal roof project.
10. Consideration: Resolution awarding the bid to Blackjack Horticulture for landscape services in the villages.
11. Consideration: Resolution authorizing a construction contract between the City and Meadows Contracting, Inc. with respect to the installation of a fire curtain at The O'Neal Library.
12. Consideration: Resolution authorizing a construction contract between the City and Meadows Contracting, Inc. with respect to the installation of bullet-resistant windows in the City Manager's office suite.
13. Consideration: Ordinance amending section 109-31 of the City Code with respect to Building codes.
14. Comments from residents and attendees.
15. Announcement: ALDOT will have a public involvement meeting on Thursday, August 11, 2022 from 4:00 pm to 6:00 pm at the Mountain Brook Community Church located at 3001 US-280 to discuss the proposed 4-laning of Highway 280 from Hollywood Boulevard to I-459 and the replacement of the Pumphouse Road Bridge.
16. Announcement: The next regular meeting of the City Council is August 8, 2022 at 7:00 p.m.
17. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 11, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:30 p.m. on the 11th day of July, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Absent: Stewart Welch III, Mayor

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

1. AGENDA

1. Amendment to the Sprinkler System requirements

Glen Merchant-Building Official

- Purpose of the amendment to the Ordinance is to add an exception for new building structures
- This allows the Fire Marshall to make an exception if resident cannot sprinkle residence

Lee Rhudy-Fire Marshal

- This proposed amendment would only affect new construction (renovations or additions would not apply)
- Tack lines on trucks are 250 feet long (this is what can be taken off the truck and taken into residence)
- Fire trucks weigh about 93,000 pounds (fully dressed)
- Another issue: There are 32 residential bridges in Mountain Brook
- Asked homeowners to get engineers to see the structural limitations of their bridges

Whit Colvin-City Attorney

- The original Ordinance stated residents had to sprinkle, later exceptions were added
- The proposed amendment would be an exception to the exception

Virginia Smith-Council President

- First reading of Ordinance at formal meeting

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

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further topics for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a real estate matter and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Shelton. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

President Smith then adjourned the pre-meeting at approximately 6:54 p.m.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on July 11, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council July 25, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 11, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:11 p.m. on the 11th day of July, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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 Chairman, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Absent: Stewart Welch III, Mayor

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

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

1. INTRODUCED SPECIAL GUESTS-SCOUTS

Asher Reddington-Troup 76 out of Liberty Park

- Present for Community Merit badge

2. PARKS AND RECREATION MONTH PROCLAMATION NO. 2022-093 (EXHIBIT 1)

Virginia Smith-Council President

- Presented Shanda Williams, the Parks and Recreation Superintendent, with the Proclamation

3. 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 27, 2022, regular meeting of the City Council

2022-094	Approve the proposal between the City and Granicus with respect to the GOV QA software program for the garbage services	Exhibit 2, Appendix 1
2022-095	Install one fire hydrant to service the Crestline Elementary School located at 5 Elm Street	Exhibit 3, Appendix 2

2022-096	Authorize the City to join the state of Alabama and other local governments as participants in current and future opioid settlements	Exhibit 4, Appendix 3
2022-097	Award the bid for Patrol Vehicle outfitting to Mobile Communications of America	Exhibit 5, Appendix 4
2022-098	Execute a contractor agreement between the City and Wilbanks Engineering & Environmental Solutions, LLC with respect to the engineering for Streambank Restoration at Jemison Park	Exhibit 6, Appendix 5
2022-099	Approve the reimbursement agreement between the City and The Water Works Board of the City of Birmingham with respect to the Caldwell Mill Road project	Exhibit 7, Appendix 6
2022-100	Remit the final installment of the infrastructure development incentive with respect to the Lane Parke project	Exhibit 8, Appendix 7

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2022-094 through 2022-100), were introduced by Council President Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation, and resolutions were then considered by the City Council. Council Member 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:

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, proclamation, and resolutions (Nos. 2022-094 through 2022-100) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

4. FIRST READING OF PROPOSED ORDINANCE NO. 2127 AMENDING SECTION 109-31 OF THE CITY CODE (EXHIBIT 9)

5. ANNOUNCEMENT

Council President Smith announced the City Council will hold a work session on Wednesday, July 20, 2022 at 8:15 a.m. to discuss drainage issues and priorities. The council will also receive a briefing from ALDOT about the proposed 4-laning of Highway 280 from Hollywood Boulevard to I-459 and the replacement of the Pumphouse Road Bridge.

6. ANNOUNCEMENT

Council President Smith announced the next regular meeting of the City Council is July 25, 2022, 7:00p.m.

7. ADJOURNMENT

There being no further business to come before the City Council, President Smith adjourned the meeting at approximately 7:15p.m.

8. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on July 11, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council July 25, 2022

**EXHIBIT 1
PROCLAMATION NO. 2022-093**

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month since they are an integral part of communities throughout this country, including Mountain Brook, Alabama; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, and many other activities designed to promote active lifestyles; and

WHEREAS park and recreation programming and education activities, such as youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim July 2022 as

PARKS AND RECREATION MONTH
in Mountain Brook, Alabama recognizing the benefits derived from parks and recreation resources.

EXHIBIT 2

PROCLAMATION

ALOPECIA AWARENESS MONTH

WHEREAS, Alopecia is an autoimmune skin disease resulting in the loss of hair on the scalp and elsewhere on the body; and

WHEREAS, Alopecia affects approximately two percent of the population overall, including more than 6.8 million people in the United States alone; and

WHEREAS, Alopecia occurs in males and females of all ages and races with onset most often beginning in childhood; and

WHEREAS, the National Alopecia Foundation (NAF) is dedicated to providing educational information, creating awareness and raising funds to advance research of treatments; and

WHEREAS, the local chapter of the Alopecia Foundation also is dedicated to educating the community through its campaign *“DON’T STARE! JUST ASK?”*

NOW, THEREFORE, I, Stewart H. Welch III, by virtue of the authority vested in me as Mayor of the City of Mountain Brook in the State of Alabama, do hereby proclaim September 2022 as

ALOPECIA AWARENESS MONTH

in the City of Mountain Brook to create awareness and support the initiatives of medical and scientific research to find better treatments and possibly one day a cure.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 25th day of July in the year of our Lord 2022 and of the Independence of the United States of America, the 246th.

Stewart H. Welch, III
Mayor

RESOLUTION NO. 2022-102

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for scheduled maintenance of the municipal complex mechanical systems (re: B-20220610-004) submitted by Comfort Systems USA., is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the contract incorporated into the "Invitation for Bids . . . HVAC Scheduled Maintenance and other work for City and Library Buildings" dated July 11, 2022 is incorporated herein by reference.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk

Steve Boone <boones@mtnbrook.org>
To: "Thomas, Michael" <MiThomas@brasfieldgorrie.com>

Fri, Jul 15, 2022 at 2:26 PM

Thank you for your review and follow-up. Yes, we will keep your FMX access active and appreciate your continuing assistance.

On Fri, Jul 15, 2022 at 9:44 AM Thomas, Michael <MiThomas@brasfieldgorrie.com> wrote:

I conducted a Microsoft Team meeting yesterday with Greg Amacher to discuss the Scheduled Maintenance Agreement proposal that was submitted by Comfort Systems USA. We discussed the following items:

- Specific man hours figured per month for technicians to be on site performing scheduled maintenance. Based on the count of 123 units for service, they calculated an average of forty-five (45) minutes per unit for maintenance observation/service per year and an additional one-hundred thirteen hours per year for coil cleaning and cooling tower cleaning. Combine the hours and it averages to forty and one-half hours per month of schedule maintenance work.
- Their plan will be to utilize a two (2) service technician team to perform work (on average) for two and one-half (2 ½) days per month.
- These man hours include the Municipal Complex as well as the O'Neal Library.
- Their execution plan will be taking a number of units per month to systematically cover all units on a rotational basis
- Service work outside the scope of the Scheduled Maintenance Agreement: Under the signed agreement, the City would be charge a discounted labor rate of \$94 per hour (\$10 off standard street rate of \$104).
- FMX data entry: Greg understands work orders will need to be scanned into FMX per piece of equipment. I will offer to assist them in getting up to speed with the software once they are given permission to access the system.
- I would like to request that I maintain my FMX login to assist in back checking service work entry for the equipment being serviced.

Based on our conversation yesterday, and reviewing the scope of work and man hours included, I would recommend Comfort Systems USA to be awarded the Scheduled Maintenance Agreement for the next three-year term.

This agreement does indicate an increase over what Metro was charging, but Metro stated they discounted their contract rate with the anticipation of recouping cost based on service work outside the scope the contract.

Looking back at the numbers receive in **2019 (see bid 2019 bid tabulation attached)**, Comfort Systems price only increase this year by less than \$500. I feel they had the correct scope of work covered in their proposal then as well as now.

Please let me know if you need anything in addition to prepare your recommendation to the City Council.

Thank you

Mike Thomas, Director of Facilities

Brasfield & Gorrie

RESOLUTION NO. 2019-103



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35216-0009
Telephone: 205.807.2400
www.mtnbrook.org

**Bid Tabulation
HVAC Scheduled Maintenance (B-20190210-006)
July 12, 2019, 10 a.m.**

Bidders that qualified by virtue of attending the mandatory pre-bid meeting and walk-through:

<u>Contractor</u>	<u>Monthly Fixed Fee</u>		
	<u>City Complex</u>	<u>Library</u>	<u>Combined</u>
Hardy Services	Declined	Declined	N/A
Comfort Systems USA	\$3,118.42	\$1,288.00	\$4,406.51
Metro Mechanical Services, Inc.	\$1,735.00	\$750.00	\$2,475.00
Jeffcoat Mechanical	\$2,919.45	\$1,226.51	\$4,145.96

By:

Steven Boone, Finance Director
July 12, 2019

ATTACHMENT A - CONTRACTOR BID RESPONSE FORM

Below are the firm bids of the undersigned to perform the contemplated HVAC Scheduled Maintenance and Other Work contemplated in Bid# B-20220610-004. The undersigned submits this Form in response to the City's Invitation to Bid for this Bid. The City may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award of the contemplated Contract, and, except as may be listed below, submits its bid and agrees to perform its work in accordance with those Specifications and other requirements in the Bidder Information materials.

Fixed monthly charge for HVAC Scheduled Maintenance Work to be performed at the City Buildings (City Hall, Fire Administration & Station One & Police Department) only for the period from August 1, 2022 – July 31, 2025 (See Section I E of Specifications for list of these regular maintenance operations)

\$ 3,445.92 per month

Fixed monthly charge for HVAC Scheduled Maintenance Work to be performed at the period from August 1, 2022 – July 31, 2025 (See Section I E of Specifications for list of these regular maintenance operations)

\$ 1,407.08 per month

Here list any other regular maintenance services that Contractor agrees to perform that are not shown in Section I E of the Specifications:

RESOLUTION NO. 2022-103

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to on-call/demand contract engineering services.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk



SAIN
ASSOCIATES

AGREEMENT

BETWEEN

SAIN ASSOCIATES, INC.

AND

CITY OF MOUNTAIN BROOK

ENGINEERING ON-CALL CONTRACT

SA # 18-0157

July 12, 2022

AGREEMENT

PROJECT: ENGINEERING ON-CALL CONTRACT

This AGREEMENT is made and entered into by and between the City of Mountain Brook, Party of the First Part, hereinafter referred to as the CITY, and Sain Associates, Inc., in the execution and performance of the AGREEMENT, qualified to do business in the State of Alabama, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS the CONSULTANT has agreed and by these presents does agree with the CITY for the consideration hereinafter mentioned to perform engineering support services on an as-needed basis.

ARTICLE I – SCOPE OF WORK

The scope of work is to provide engineering support services to the CITY as City Engineer, which may include but not limited to: review of subdivision plats and engineering plans submitted to the CITY for approval; land surveying, including property surveys, plats, and topographic surveys; civil engineering design, including master planning, design of roadways, utilities, drainage and site development; and traffic engineering. The services under this agreement will continue for a period of two (2) years from the date of contract execution, with the option of renewing at the end of this period.

ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE 1 of this AGREEMENT upon either of the following:
1. CITY MANAGER, CITY PLANNER, or PUBLIC WORKS DIRECTOR notifies CONSULTANT of assignment by email, phone, or verbally. If CITY MANAGER/CITY PLANNER/PUBLIC WORKS DIRECTOR notifies CONSULTANT by phone or verbally, CONSULTANT shall confirm understanding of assignment by email, and CITY MANAGER/CITY PLANNER/PUBLIC WORKS DIRECTOR shall reply with confirmation and notice to proceed.
- B. Any request for work by the CITY made prior to the completion date of this AGREEMENT will be covered by this AGREEMENT.



ARTICLE III – PAYMENT

For services performed by the CONSULTANT as provided for under this AGREEMENT, and as full and complete compensation thereof, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise expressly provided herein, subject to and in conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT a fee based on applicable unit prices listed in the attached Terms and Conditions:

Rates:

Principal	\$190.00 - \$275.00 per Hour
Engineer/Planner	\$98.00 - \$148.00 per Hour
Senior Engineer	\$150.00 - \$210.00 per Hour
GIS Professional	\$125.00 - \$135.00 per Hour
Designer.....	\$87.00 - \$125.00 per Hour
Surveyor.....	\$100.00 - \$140.00 per Hour
Survey Crew (1-Person)	\$100.00 per Hour
Survey Crew (1-Person + Robot).....	\$150.00 per Hour
Survey Crew (2-Person)	\$175.00 per Hour
Survey Crew (3-Person)	\$215.00 per Hour
Survey Per Diem.....	\$150.00 per person per Night
Level 1 Inspector	\$75.00 - \$95.00 per Hour
Level 2 Inspector	\$80.00 - \$110.00 per Hour
Administrative Support.....	\$60.00 - \$75.00 per Hour

Sain reserves the right to raise rates up to a maximum of 5% at the end of each calendar year. Sain will provide 60 days written notice if it intends to increase the hourly rates at the end of the year.

Reimbursable Expenses

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

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney’s fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

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

Standard of Care

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



Responsibility of the Client

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

Schedules, Budgets and Estimates or Opinions of Cost

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

Jobsite Safety/Construction Phase Services

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

Use of Electronic Media

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

Limitation of Remedies

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

Dispute Resolution

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

Indemnification

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

Force Majeure



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

Termination of Contract

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

Ownership of Documents

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

Schedule 2018

APPROVED BY:

SAIN ASSOCIATES, INC.



Alicia Bailey, P.E.
Principal/Owner
AL Reg #26339

ACCEPTED BY:

CITY OF MOUNTAIN BROOK

BY: _____

TITLE: _____

DATE: _____



Becky White, PTP
Principal/Owner



RESOLUTION NO. 2022-104

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Building and Earth, in the form as attached hereto as Exhibit A, with respect to subsurface exploration and geotechnical consultation services for the Mountain Brook Junior High School storm drainage project.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk



5545 Derby Drive
Birmingham, AL 35210
Ph: (205) 836-6300
www.BuildingAndEarth.com

July 12, 2022

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213
P.O. Box 130009

c/o Jess Sirkin

Attn: Jess Sirkin (jsirkin@schoel.com)

Subject: Proposal to Provide Subsurface Exploration and
Geotechnical Consultation Services
MBJHS Storm Sewer
Mountain Brook, Alabama
Building & Earth Proposal No. BH24306

Dear Ms. Sirkin:

Building & Earth Sciences, Inc. is pleased to submit this proposal to provide subsurface exploration and geotechnical consultation services for the subject project. This proposal documents our understanding of the proposed construction, outlines our approach to the work, and presents a budget for our services.

PROJECT INFORMATION

We understand that a new storm sewer line is planned along the eastern side of Mountain Brook Jr. High School in Mountain Brook, AL. Based on conversations with the design team and the provided Storm Profile, prepared by Schoel, dated 7/8/2022, the pipe will extend approximately 6 to 12 feet below grade. Due to this, the depth to rock is of particular concern.

GEOTECHNICAL SCOPE OF SERVICES

Our scope of work will include soil test borings. The purpose of the geotechnical exploration will be to determine general subsurface conditions along the subject sewer line. The following details the subsurface exploration.

Field Exploration

Our scope of services will include a geotechnical site reconnaissance and subsurface exploration consisting of 5 soil test borings, as requested by Schoel. The borings will be advanced to 15 feet, or auger refusal, whichever occurs first. Boring locations were provided by Schoel.

Summary Letter:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the boring locations including a description of the groundwater conditions observed in the borings. Long-term groundwater monitoring is not included in our scope of work.
- Presentation of boring logs.

UTILITIES / SITE ACCESS

Based on Google Earth imagery the site is clear and access preparation will not be required. No re-grading or re-vegetation of the site following the completion of our field exploration is included in our scope of work. Borings will be backfilled with auger cuttings upon completion of drilling. Borings performed in asphalt areas will be patched with cold patch asphalt.

We will contact Alabama One-Call prior to our mobilization to mark public utilities. We request that the current owner provide us with any available information regarding underground utility lines. Building & Earth Sciences, Inc. will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

BUDGET

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal, the budget for subsurface exploration and geotechnical evaluation is presented below. If conditions are encountered that require additional

analysis, then we will discuss a modified work scope with your office. We will not exceed the indicated budget without your prior authorization.

Subsurface Exploration	\$2,910.00
Project Coordination.....	\$450.00
Geotechnical Letter Preparation.....	\$1,150.00
Total	\$4,510.00

After issuance of the Geotechnical report, any additional revisions, client meetings, and/or consultations will be billed at a rate of **\$150** per hour.

AUTHORIZATION AND SCHEDULE

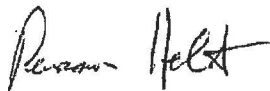
We have attached a copy of a Standard Proposal Acceptance Form, which, when signed and returned to Building and Earth, will serve as our authorization to proceed with the proposed scope of work. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. We anticipate that the field exploration could be started within 10 - 15 business days after receiving written authorization to proceed and will take 1 day to complete. The written report will be available within 10 business days following the field exploration.

We will discuss the site conditions with you during the course of the work. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

We appreciate the opportunity to submit this proposal for subsurface exploration and geotechnical engineering services for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.

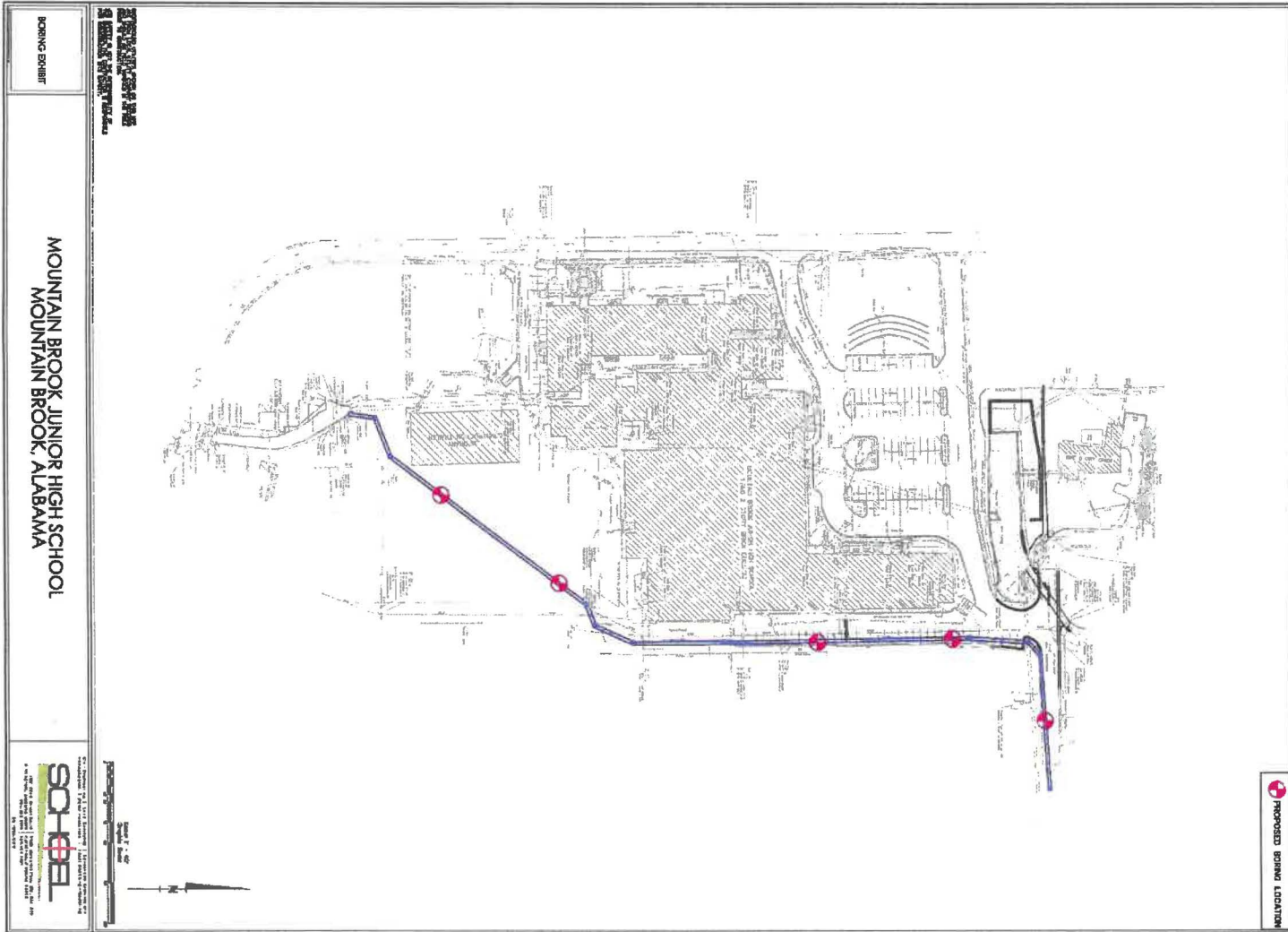


Pearson Holt, P.E.
Project Engineer



Joey Jones, P.E.
Branch Manager

Attachments:
Authorization Sheet and Terms & Conditions
Proposed Boring Location Plan



Reference used to produce this drawing:

PROPOSED BORING LOCATION PLAN



Geotechnical, Environmental, and Materials Engineers

Boring Exhibit, prepared by Schoel, undated

PROPOSAL NO.:
BH24306

PROPOSAL NAME / LOCATION:
MBJHS Storm Sewer / Mountain Brook, AL

SCALE:
As Shown

DATE:
7/12/22



INFORMATION SHEET

PROJECT NAME/LOCATION: MBJHS Storm Sewer (GEO) Mountain Brook, AL

PROPOSAL/PROJECT NO. BH24306 **DATE:** 07/12/2022

CLIENT: City of Mountain Brook

FOR PAYMENT OF CHARGES:

Charge invoice to the account of:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed to someone other than the account charges, please indicate where to mail the invoice in the space below:

Firm: _____

Address: _____

Phone: _____ **Fax:** _____ **Email:** _____

Attention: _____ **Title:** _____

REPORT DISTRIBUTION:

Firm: _____ **Firm:** _____

Address: _____ **Address:** _____

Attention: _____ **Attention:** _____

Email: _____ **Email:** _____

SERVICES: See Consultant's Proposal

PAYMENT: See Consultant's Proposal



PROJECT NAME/LOCATION: MBJHS Storm Sewer (GEO) Mountain Brook, AL
PROPOSAL/PROJECT NO. BH24306 **DATE:** 7/12/2022
CLIENT: City of Mountain Brook

ACCEPTANCE OF CONTRACT:

The Contract consists of the Information Sheet, the Consultant’s Proposal, and the attached General Terms and Conditions (the “Contract”), including all additions, deletions, and modifications as agreed upon in writing by Consultant. The Contract sets forth the entire agreement between the parties pertaining to the services and supersedes all inquiries, proposals, agreements, negotiations and commitments, whether written or oral, prior to the execution of the Contract. The provisions of the Contract may be changed only by a writing executed by Consultant and Client.

THIS CONTRACT is entered into as of the ____ day of _____, 20__.

CLIENT:

[Company Name]

Sign: _____

Print: _____

Its: _____

Address: _____



GENERAL TERMS AND CONDITIONS- Geotechnical Consultation and Exploration Services

SECTION 1: STANDARD OF CARE

- 1.1 The standard of care for all services performed or furnished by Building & Earth Sciences, Inc ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

- 2.1 Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which include subsurface exploration and geotechnical consultation services. The information provided and reports prepared by Consultant are intended for the exclusive use of Client for the Project and the scope of services defined herein,
- 2.2 Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:
- (a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.
- (b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.
- (c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing or by providing accurate and current existing conditions documentation. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the existing conditions documentation furnished to Consultant. The Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless the Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising out of or relating to damage to subsurface conditions, utilities or structures, whether owned by Client or third parties.
- (d) Samples. Consultant will retain soil and rock samples subject of its exploration and testing activities for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

(e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection with this Contract are for general geotechnical information purposes only. Further design and engineering services are necessary to establish a basis for design, estimating and construction work. Accordingly, Client shall not rely on these reports to prepare accurate bids or estimates for excavation and related works including but not limited to rock quantities, dewatering, removal of unsuitable materials or excavation support. A more fully developed scope of investigation, analysis, and consultation will be required for further design and engineering and quantity estimation purposes.

(2) Client agrees to retain Consultant to provide consultation to other design professionals who will utilize or are affected by any report furnished by Consultant in connection with this Contract including review of plans and specifications prepared by such other design professionals. The review of plans and specifications by Consultant is to provide advice with regard to the proper consideration of geotechnical information, issues, findings and recommendations identified in the Consultant's report(s) as other design professionals and contractors interpret and incorporate such information and recommendations in their design services and construction activities.

(3) Client acknowledges that misinterpretation or improper use of Consultant's reports by engineers, contractors or others in preparing design, construction and bid documents and cost and quantity estimates is a frequent cause of construction claims. Client agrees to defend, indemnify and hold harmless Consultant from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

2.3 Schedule of Performance. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

2.4 Changes. If Client requests changes in the scope of Consultant's services, the schedule of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: CLIENT RESPONSIBILITIES AND INFORMATION

3.1 Designated Client Representative. The Client shall identify a Designated Representative who shall be authorized to act on the Client's behalf with respect to the Project. The Client's Designated Representative shall render Project related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. Consultant shall not be liable for any error or omission made by the Client, or Designated Client Representative or and consultant or contractor retained by Client.

3.2 Client Provided Services and Information. Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client or its Designated Client Representative or other consultants or contractors retained by Client. Consultant shall provide prompt written notice to the Client if Design Professional becomes aware of any errors, omissions or inconsistencies in such services or information.

SECTION 4: OWNERSHIP OF DOCUMENTS

4.1 All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

4.2 Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.

- 4.3 Consultant hereby grants to Client a nonexclusive license to use the Instruments of Service furnished by Consultant only for the purpose of further investigation and design of the Project, subject to the limitations stated in Section 2 above, for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").
- 4.4 Client agrees to waive any and all claims against the Consultant and to defend, indemnify and hold harmless Consultant and any of its employees and sub-consultants from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

SECTION 5: PAYMENT TERMS

- 5.1 Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.
- 5.2 Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services. Before resuming services, Client shall pay Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and schedule of performance shall be equitably adjusted.
- 5.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.
- 5.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 6: INSURANCE & LIMITATION OF LIABILITY

- 6.1 Consultant shall procure and maintain the following insurance coverage:
- | | |
|---|----------------------------|
| (a) Worker's Compensation Insurance | statutory limit |
| (b) Employer's Liability | \$1,000,000 |
| (c) Comprehensive General Liability Insurance | |
| General Aggregate | \$2,000,000 |
| Bodily injury & property damage | \$1,000,000 per occurrence |
| (d) Automobile Liability Insurance | \$1,000,000 per occurrence |
- 6.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of Consultant to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$100,000.00 or Consultant's total fee for the services, whichever is less.
- 6.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

SECTION 7: RIGHT OF ENTRY

7.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Consultant shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 8: SAMPLING OR TEST LOCATION

8.1 Unless otherwise specified in writing, Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 9: HAZARDOUS SUBSTANCES

9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.

9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.

9.3 If any Hazardous Substance is discovered at the Project site, Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Consultant and its sub-consultants (if any) from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to the presence or discovery of any Hazardous Substance on the Project site.

SECTION 10: DISPUTES

10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:

(a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between appropriate representatives of each party authorized to bind each party.

(b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Birmingham, Alabama. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) Binding Dispute Resolution. If the parties do not resolve a dispute through mediation the parties shall proceed to binding dispute resolution either through litigation in a court of competent jurisdiction in Birmingham, Alabama or by arbitration, as determined by the parties at the time of the unresolved dispute.

(i) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. If the parties elect to pursue binding dispute resolution through arbitration, the controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Birmingham, Alabama. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof.

(ii) In the determination by the court of competent jurisdiction or arbitrator(s), the prevailing party may be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

11.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees, expenses and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, but not defend, from and against damages, losses and judgments arising from claims by third parties (including reasonable attorneys' fees, expenses and dispute resolution costs) but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Contract. The Consultant has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its employees, and its consultants.

SECTION 12: TERMINATION

12.1 This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice. In the event of termination, Consultant shall be paid for services performed to the termination date plus reasonable termination expenses.

12.2 In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract, Consultant may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of termination or suspension. Client shall be responsible for the expenses of such termination or suspension, which shall include, without limitation, all costs of Consultant to complete such analyses, reports or records.

12.3 Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

13.1 Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

14.1 Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain or are inconsistent with the scope of Consultant's services on the Project. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

SECTION 15: NON-SOLICITATION AGREEMENT

15.1 It is agreed that the Client, shall not solicit for hire or induce any person who is an employee, independent contractor, subcontractor or agent of Consultant to terminate their employment or relationship with Consultant, in order to become an employee, come under the direction of the Client to independently perform services for the Client, during the term of this Agreement and twelve (12) months after its termination without the express written consent of Consultant. If the Client breaches this agreement and employs the above, or causes the termination of employment with Consultant, the Client will immediately pay Consultant an amount equal to two (2) years of revenue typically generated by that employee to compensate for the loss of revenue and training.

SECTION 16: MISCELLANEOUS

- 16.1** Governing Law. This Contract shall be governed by the law of the state in which the Project is located.
- 16.2** Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.
- 16.3** Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.
- 16.4** Headings. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.
- 16.5** Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.
- 16.6** Expiration. This proposal is valid for a period of 90 days from the date of the proposal. After 90 days, Consultant will consider extending the offer if requested to do so by Client.

RESOLUTION NO. 2022-105

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

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

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

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

Chairs – No armrests

10 – About 17 1/2" tall from floor to seat, red, metal frame, fabric seat and backrest. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Chair – No armrests

5 – About 17 3/4" tall from floor to seat, metal frame, upholstered (dirty, different colors/pattern). The library does not have a loading deck, and staff are not available to assist with moving/loading.



Chairs – Armrests

1 – About 17 1/2" tall from floor to seat, black, metal frame, plastic seat and backrest. The library does not have a loading deck, and staff are not available to assist with moving/loading.



RESOLUTION NO. 2022-106

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves an amendment to the conditional service use which was approved by Resolutions 2016-041, and amended by Resolutions 2018-005, and 2020-046 (applications submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road) as follows:

In addition to the group class schedule previously approved in the adoption of Resolution 2016-041 (closed between 10:30 a.m. and 4:30 p.m.), MPower shall be approved to offer two additional group sessions (as temporarily provided in Resolution 2020-046) on weekdays, one at 10:30 a.m. and one at 1:30 p.m., but on a permanent basis, provided no music is played.

An amendment to Resolution 2018-005 which allows for private lessons (no more than three clients and one instructor at a time; no music) between the hours of 10:30 a.m. and 1:30 p.m. such that private instruction is to be allowed between 11:40 a.m. and 1:30 p.m.; no music.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

Heather Richards, City Clerk

July 15, 2022

Dear Members of the City Council,

I am writing to address and amend two (2) previously approved hours allocations for my business to operate, including the number of clients that I may have on premises during the applicable time.

For purposes of clarity, I will refer to the area where classes take place as "the studio" and the former Village Poodle space as "the retail shop".

1. I was granted a temporary extension of the morning hours to run until 11:20 a.m. and resume for one class at 1:30 p.m. in April of 2020, and I would like to make the extension permanent.

Current Studio Approval without extension:

In the studio, we are currently approved to be open for group classes of ten clients and two staff members from 5:00 a.m. -10:30 a.m. and 4:30 p.m.- 7:30 p.m. In 2018 the council also approved the hosting of private lessons in the middle of the day, which consisted of three clients and staff.

Background on current studio hours:

When our hours of operation were approved in 2016, we were across the street from another assembly usage space (Mountain Brook Yoga), which subsequently changed to The Dandelion Shop (with no complaints about my business) and now to another retail space, Ex Voto. Without another assembly usage space on my block of Canterbury, we do not experience parking issues until close to 11:30 a.m. M-F when the work week lunch crowd arrives.

Studio proposal:

I would like to request that my hours of operation be permanently extended to 5:00 a.m. -11:20 a.m. for group classes with the addition of the afternoon class at 1:30 p.m.

2. I expanded into the adjoining Village Poodle space (also in 2020), which allowed me to move my check-in area as well as my retail shop so that I could better practice social distancing with my equipment to adhere to Covid-19 recommendations. Based on this expansion, I would like to request approval to have up to six clients and a 2 staff members on premises from 11:20 a.m.- 4:30 p.m Monday - Friday.

Current Retail Approval:

As with other retailers on the street, I am approved to host 3 shoppers/clients and one staff member between 10:00 a.m. - 5:00 p.m. Currently we close the retail space completely as soon as our final morning class begins, leaving that space vacant with no staff or clients until the afternoon.

Retail Proposal:

Since I now have two storefronts with only one staying open during the hours of 11:15 a.m. - 4:30p.m., I would like to extend my midday/afternoon hours of operation to be approved to host six clients and 2 staff members.

I have included a previous resolution approvals from June of 2020, January 8th, 2018 with further references dating back as early as March 2016 for you.

Thank you in advance for your time.


Best,
Emma S. Curtin

RESOLUTION NO. 2020-046

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the [modified] conditional use application for MPower Fitness located at 2419 Canterbury Road (from such time the COVID19 non-essential business restrictions are lifted until public schools resume operations) as follows:

In addition to the group class schedule previously approved upon the adoption of Resolution No. 2016-041, MPower shall be permitted to offer two additional group sessions weekdays, one at 10:30 a.m. and one at 1:30 p.m., provided no music is played. This conditional use approval runs from such time that the COVID19 nonessential business operation restrictions are lifted until public school operations resume (summer session of 2020). Future operations for these class times is subject to City Council approval.

ADOPTED: This 13th day of April, 2020.



Council President

APPROVED: This 13th day of April, 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 regular meeting held on April 13, 2020, as same appears in the minutes of record of said meeting.



City Clerk

April 13, 2020

TO: Mayor, Council, and City Manager

FROM: Dana Hazen, City Planner

SUBJECT: Conditional Use for MPower Fitness, 2419 Canterbury Road

Attached please find background resolutions from 2016 and 2018, whereby the council approved fitness classes in the mornings and late afternoons only, and then later approved private instruction between the hours of 10:30 and 4:30, with the conditions that the instructions be limited to no more than 3 clients and 1 instructor at any given time, that there be no music during the private instructions, and that the level of noise be acceptable to the adjoining tenants.

At this time, the applicant requests to add in two group classes, one at 11:00 a.m. and one at noon, M-F. The proposed number of clients per class is ten. Music is proposed in conjunction with these two classes. The proposed classes are to be offered from such time the COVID-19 restrictions are lifted until public schools resume operation.

April 3, 2020

Mountain Brook City Council
56 Church St. Mountain Brook, AL 35213

Dear Members of the City Council,

I hope you and your family members are all well during the time.

Under the current conditions and business closures due to Covid-19, I am concerned for the well-being of my business and am working on ideas that will help me reopen my doors in a realistic way under new community conditions.

We are currently approved to open for classes, our primary source of income, from 5am-10:30am and 4:30p-7:30p. Due to our community demographic, pre-Covid our busiest classes are the 8a and 9a time frame when stay at home mothers have dropped kids at school/daycare.

With the closure of schools for at least 5.5 months of 2020 at this point, in order to keep my business afloat, I will need to request an amendment in my allowed class times while the community is under crisis as these times will no longer work for our demographic.

I am writing you to request a temporary allowance to teach classes at 11a and 12p Monday through Friday when my clients will have assistance from a partner at lunchtime hours to leave the children for a class. The studio will have no more than 10 spaces available for clients under these proposed class times and the music will remain low as to not bother my neighboring businesses.

I have included a previous resolution approval from January 8th, 2018 with further references dating back as early as March 2016 for you.

Thank you in advance for your time and stay well.

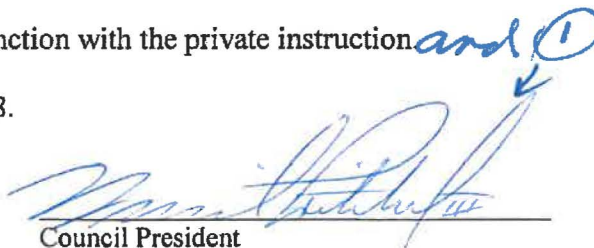
Emma Suttles
Owner, MPower Pilates

RESOLUTION NO. 2018-005

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves an amendment to the conditional service use which was approved by Resolution 2016-041 on March 28, 2016, (an application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road), to include private instruction between the hours of 10:30 and 4:30, subject to the following conditions:

1. That private instruction be limited to no more than 3 clients and 1 instructor at any given time.
2. That no music be played in conjunction with the private instruction and ①

ADOPTED: This 9th day of January, 2018.


Council President

APPROVED: This 9th day of January, 2018.


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 January 9, 2018, as same appears in the minutes of record of said meeting.


City Clerk

① ↗ level of noise acceptable to adjoining tenants.

CITY OF MOUNTAIN BROOK



Dana O. Hazen, AICP
Director of Planning, Building &
Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: January 9, 2018
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – MPower (Pilates) 2419 Canterbury Road

On March 28, 2016, the City Council approved a conditional service use for MPower Pilates, subject to the condition that classes times be limited to that proposed in conjunction with the application (see attached Council Resolution).

A key factor in the approval of this use was that the pilates studio would be closed from 10:30 – 4:30 (M-F), thereby not conflicting with the parking needs of surrounding retailers. The applicant is now requesting to add private instruction from 10:30 – 4:30, with no more than 3 clients and 1 instructor at any time.

Given that the same parking demand would probably be generated by a retail use in this same location, it does not appear to be an unreasonable request to allow the proposed private instruction during typical retail hours, perhaps with the additional condition that no music be permitted during the private instruction hours, in that the city has received numerous complaints over the past 2 years from adjoining tenants of the MPower studio regarding loud music.

MPOWER Pilates + Cycle Studio
2419 Canterbury Road
Mountain Brook, AL 35223
205-518-5676



December 22, 2017

Mountain Brook City Council
56 Church St, Mountain Brook, AL 35213

Dear Members of the City Council,

I am writing with a request to amend my current Conditional Use to include the ability to conduct private lessons (with no more than 3 attendees and one employee) from the hours of 10:30a-4:30p.

Sincerely,

Emma Suttles

RESOLUTION NO. 2016-041

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road, subject to the following condition:

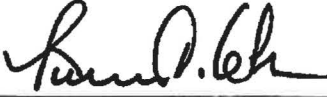
- That class sizes and times be limited to that presented by the applicant in conjunction with the conditional use request (see Exhibit A attached hereto).

ADOPTED: This 28th day of March, 2016.



Council President

APPROVED: This 28th day of March, 2016.



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 March 28, 2016, as same appears in the minutes of record of said meeting.



City Clerk

MPOWER

MPOWER Fitness is interested in the retail space located at 2419 Canterbury Road, currently Mulberry Heights Antiques, and is seeking conditional use approval from Mountain Brook City Council. MPOWER is owned and will be operated by Emma Suttles.

MPOWER will focus on Reformer Pilates classes, but will also offer early morning and evening spin classes Monday-Friday. Each class is extremely small with only 10 available spaces. Realizing parking is at a premium in the area, the proposed class times illustrated in the below table are designed to avoid the peak operating hours of most neighboring businesses. When no classes are scheduled, the studio will be closed.

One of MPOWER's three core principles is giving back to our community. MPOWER is excited to provide a portion of proceeds from every class a student takes to local charities. MPOWER yourself. MPOWER the Community.

EXHIBIT A

Day of Week	Class Time	Type of Class	Maximum Attendance	Anticipated/Average Attendance	Number of Employees
Monday-Friday	6a	Pilates and Spin	20	12-16 students	3
Monday-Friday	7a	Pilates and Spin	20	12-16 students	3
Monday-Friday	8:30a	Pilates	10	6-8 students	2
Monday-Friday	9:30a	Pilates	10	6-8 students	2
Monday-Friday	Studio closed from 10:30a- 4:30p		0	0	0
Monday-Friday	4:30p	Pilates	10	6-8 students	2
Monday-Friday	5:30p	Pilates and Spin	20	12-16 students	3
Monday-Friday	6:30p	Pilates	10	6-8 students	2
Saturday	8a	Pilates	10	6-8 students	2
Saturday	9a	Pilates	10	6-8 students	2
Saturday	10a	Pilates	10	6-8 students	2
Saturday	11a	Pilates	10	6-8 students	2
Sunday	12:30p	Pilates	10	6-8 students	2
Sunday	1:30p	Pilates	10	6-8 students	2
Sunday	2:30p	Pilates	10	6-8 students	2

Contact Information:
 Emma Suttles
emsuttles@gmail.com
 213-258-7566

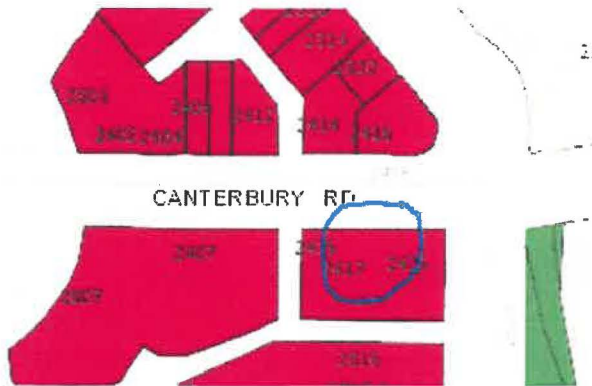


Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: March 24, 2016
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – MPower (Pilates)
2419 Canterbury Road (currently Mulberry Heights Antiques)

The proposed conditional use is a pilates/spinning studio. The pilates method to be employed is reformer pilates, which utilizes large reformer equipment, and the spinning classes utilize stationary bicycles, both of which serve to limit class size.

The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. Classes will last 45-50 minutes, which will serve to alleviate some potential “stacking” of cars and clients as they exit and enter back-to-back sessions. The applicant has made a commendable attempt to conduct classes during non-business hours Mon-Fri; however some classes are offered on weekends that may compete with neighboring merchants for parking.



The applicant has been encouraged to contact the neighboring Canterbury merchants to let them know the details of the proposal.

For reference:

Neighboring conditional use, Mountain Brook Yoga (2414 Canterbury Road), was approved by the council on April 27, 2015 with the following conditions:

Monday-Saturday

- Before 9 a.m. <= 25 clients
- Between 9:30 a.m. – 10:30 p.m. <= 15 clients
- Between 11 a.m. – 4 p.m. 1-2 private sessions
- Between 4 p.m. – 5 p.m. <= 15 clients
- After 5 p.m. <= 30 clients

Sunday

<= 30 clients (30 minutes between classes)

RESOLUTION NO. 2022-107

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property: One (1) 2012 Chevrolet Tahoe (VIN #1GNSK2EO5CR261865, FA 14014).

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property sell said property by way of public Internet auction, donate said items to the Blount County Coroner's Office or to dispose of said items.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk



Heather Richards <richardsh@mtnbrook.org>

RE: Surplus vehicle

1 message

Sam Gaston <gastons@mtnbrook.org> Mon, Jul 18, 2022 at 12:55 PM
To: Christopher Mullins <mullinsc@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>
Cc: Ronald Vaughn <vaughnr@mtnbrook.org>, David Kennedy <kennedyd@mtnbrook.org>, Stacey Cole <coles@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

Let's ask Heather to put this on the formal agenda.

Samuel S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax



From: Christopher Mullins [mailto:mullinsc@mtnbrook.org]
Sent: Monday, July 18, 2022 11:42 AM
To: Steve Boone; Sam Gaston
Cc: Ronald Vaughn; David Kennedy; Stacey Cole
Subject: Surplus vehicle

Steve and Sam -

We would like to surplus a vehicle.

2012 Chevrolet Tahoe (white)

5.3 L V-8

4 door/ 4 WD

VIN: 1GNSK2E05CR261865

This is the RESERVE Shift Commanders vehicle (currently sitting at station two)

If the City Council is amenable, we would like to donate it to the Blount County Coroner's Office. Do we need an official request from them?

--

Chris J. Mullins, MSEM

Fire Chief

Mountain Brook Fire Department

102 Tibbett Street

Birmingham, Alabama 35213

205 802-3837 ~ Office

205 438-2796 ~ Cell

mullinsc@mtnbrook.org



RESOLUTION NO. 2022-108

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the Public Works metal roof project to GoodGame Company in the amount of \$98,648.00, having been determined by the City to have submitted the lowest responsible bid in conformance with the expressed specifications.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk



Heather Richards <richardsh@mtnbrook.org>

Public Works Metal Roof

Ronald Vaughn <vaughnr@mtnbrook.org>

Thu, Jul 21, 2022 at 4:05 PM

To: Heather Richards <richardsh@mtnbrook.org>


Cc: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Steven Gay <gayj@mtnbrook.org>, Darren Davis <davidd@mtnbrook.org>, Janet Forbes <forbesj@mtnbrook.org>

Public Works has reviewed the bids for the subject project and we recommend awarding the contract to Good Game Company. Good Game is the lowest responsible bidder in the amount of \$98,648.00.

Attached is the sign in sheet and tabulation sheet for this bid opening.

Thanks

 [Bid Tabulation - PW Metal Roof Project.docx](#)

 [Metal Roof = Sign in sheet.pdf](#)

Ronnie Vaughn

Public Works Director

City of Mountain Brook AL

3579 East Street

Birmingham , Alabama 35243

205.802.3865 Office

205.967.2631 Fax

vaughnr@mtnbrook.org

Bid Tabulation
Public Works Metal Roof Project
July 21, 2022, 9 am

Bidders that qualified by virtue of attending the mandatory pre-bid meeting:

Good Game Company	\$ 98,648.00
Ridgeline Roofing & Restoration, LLC	\$100,467.42

By:

Ronnie Vaughn, Public Works Director
July 21, 2022

RESOLUTION NO. 2022-109

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the landscape service contract to Blackjack Horticulture in the amount of \$77,988.00, having been determined by the City to have submitted the lowest responsible bid in conformance with the expressed specifications.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk



Heather Richards <richardsh@mtnbrook.org>

Landscape Services Contract

Ronald Vaughn <vaughnr@mtnbrook.org>

Thu, Jul 21, 2022 at 11:47 AM

To: Heather Richards <richardsh@mtnbrook.org>

Cc: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Janet Forbes <forbesj@mtnbrook.org>

Public Works has reviewed the bids for Landscape Services in the villages and recommend the contract be awarded to Blackjack. Blackjack's bid of \$77,988.00 was the lowest bid meeting all requirements. We have used Blackjack in the past and have been satisfied with their work.

Thanks

Ronnie Vaughn

Public Works Director

[City of Mountain Brook AL](#)

[3579 East Street](#)

[Birmingham , Alabama 35243](#)

205.802.3865 Office

205.967.2631 Fax

vaughnr@mtnbrook.org

Bid Tabulation
Landscape Services Contract
July 12, 2022

Acre Group	\$38,100.00
Blackjack	\$77,988.00
Landscape Services	\$78,665.23
Landscape Workshops	\$84,300.00
Thrive Outdoor	\$116,880.00
Father Nature	\$163,267.49

By; Ronnie Vaughn, Public Works Director

RESOLUTION NO. 2022-110

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 Construction Contract between the City and Meadows Contracting, Inc., in the form as attached hereto as Exhibit A, with respect to the fire curtain at The O'Neal Library.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk

City Project No.

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this 22nd day of July, 2022 between the **OWNER(s),**

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

and the **CONTRACTOR, William H Meadows, Jr**

Company Name:	<u>Meadows Contracting, Inc.</u>
Address:	<u>117 Hillside Road</u> <u>Birmingham, AL 35213</u>
Email & Phone #:	<u>bill@meadows-contracting.com, 205-369-2589</u>

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

Storefront Glass on 2nd Floor at
Emmet O’Neal Library, 50 Oak Street, Mountain Brook, Alabama 35213

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

1. This CONSTRUCTION CONTRACT
2. The GENERAL CONDITIONS OF THE CONTRACT (City Mt Brook Form June 2020)
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND
5. CONSTRUCTION DRAWINGS DATED 05.05.2022
6. _____

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

_____ N/A on this Project _____

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

Firm Name: Rob Walker Architects, LLC

Contact at Firm: Rob Walker

Address of Firm: 2229 1st Avenue South, Suite 110, Birmingham, Alabama 35233

Contact's Email & Phone #: rob@rw4arch.com - 205.254.3212 • Work

The **CONTRACT SUM** is Thirty-Nine Thousand One Hundred Twenty Dollars (\$ 39,120.00). Unless otherwise indicated, this **CONTRACT SUM** is the amount of the Contractor's Total Bid for the Work based on estimated quantities of material, and, if applicable, the following Bid Alternate Prices:

N/A on this Project

The **CONTRACT TIME** is 45 calendar days. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner, and Contractor then shall substantially complete the Work within the Contract Time.

NOTE: Storefront glass 3 weeks out from time of frame install.

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

Owner Representative

Name: Steve Boone

Title: City Financial Director

Email & Phone #: boones@mtnbrook.org

Contractor Representative:

Name: William H Meadows, Jr

Title: President

Email & Phone #: bill@meadows-contracting.com, 205-369-2589

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

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

~~_____ Hundred Dollars (\$____00.00) per calendar day.~~

SPECIAL PROVISIONS

_____ None on this Project

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

License No(s): 41666

Classification(s): BC-S: Remodeling and Alteration

Bid Limit: Unlimited

(Counterpart Signature Page Follows)

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

OWNER

By: _____

Printed Name: _____

Its: _____

Date: _____

CONTRACTOR

By:  _____

Printed Name: WILLIAM N. MEPPOWS, JR.

Its: PRESIDENT

Date: 7-22-22

**MEADOWS CONTRACTING**

117 Hillsdale Road
 Birmingham, Alabama 35213
 Office: 205-879-9758
 Fax: 205-278-5865
 Cell: 205-369-2589

ESTIMATE

Prepared for: Emmet O'Neal Library
 50 Oak Street
 Mountain Brook, AL 35213

Project: Storefront Glass 2nd Floor

Date: 19-Jul-22

Quantity	Scope of Work	Bid
Direct Costs:		
1	Cover up for demo	\$ 600.00
1	Construct plywood scaffold above stairwell	\$ 850.00
1	Demo roll up door & rebuild soffit & side wall	\$ 14,400.00
1	Demo electrical to fire shutters & remove fluorescent lighting	\$ 1,000.00
1	Provide & install 2 section 17'5" x 6'6" of dark bronze storefront with 1/2" clear tempered in a butt glaze style	\$ 11,500.00
1	Prime new drywall; Paint two coats latex flat to vaulted ceiling; Paint two coats latex eggshell to walls	\$ 2,300.00
1	Demo scaffold	\$ 650.00
1	Clean up	\$ 1,300.00
1	Profit	\$ 6,520.00
		\$ 39,120.00

Note: If fire shutters are tied into fire alarm, add \$250 for fire alarm service call

MOUNTAIN BROOK O'NEAL PUBLIC LIBRARY: STAIR ENCLOSURE

50 Oak Street
Mountain Brook, AL 35213

CONSTRUCTION DOCUMENTS

PROJECT NO: 5009.00
DATE: MAY 04, 2022



ROB WALKER
ARCHITECTS, LLC
2229 FIRST AVE. SOUTH
SUITE 110 SPRINGHALL,
ALABAMA 35223
T-205.254.3212
F-205.254.3290

MOUNTAIN BROOK O'NEAL LIBRARY
STAIR ENCLOSURE PROJECT
MOUNTAIN BROOK, AL 35213

CODE REVIEW DATA

APPLICABLE CODES

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL GAS CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRIC CODE
THE AMERICANS WITH DISABILITIES ACT (ADA)

BUILDING INFORMATION

OCCUPANCY:	A-3
CONSTRUCTION TYPE:	Type I-B
FULLY SPRINKLED:	Yes
BUILDING HEIGHT:	47'-0" (existing)
NUMBER OF STORES:	2

CODE ANALYSIS:

SECTION 404.5 Smoke Control. A smoke control system shall be installed in accordance with Section 909.
Exception: In other than Group I-2 and Group I-1, condition 2, smoke control is not required for atriums that connect only two stories.

404.6 Enclosure of Atrium. Atrium spaces shall be separated from adjacent spaces by a 1-hour fire barrier constructed in accordance with Section 707 or a horizontal assembly constructed in accordance with Section 711, or both.
Exception: 4. A fire barrier is not required between the atrium and the adjoining spaces where the atrium is not required to be provided with a smoke control system.

PROJECT DESCRIPTION

THE PROJECT IS AN INTERIOR GLAZING INSTALLATION IN MOUNTAIN BROOK LIBRARY, INTERIOR STAIR. THE WORK IS COMPRISED OF THE ADDITION OF NEW WINDOWS ENCLOSING THE STAIR FOR SOUND ATTENUATION, AND OTHER WORK AS DESCRIBED IN THE CONSTRUCTION DOCUMENTS.

SHEET INDEX

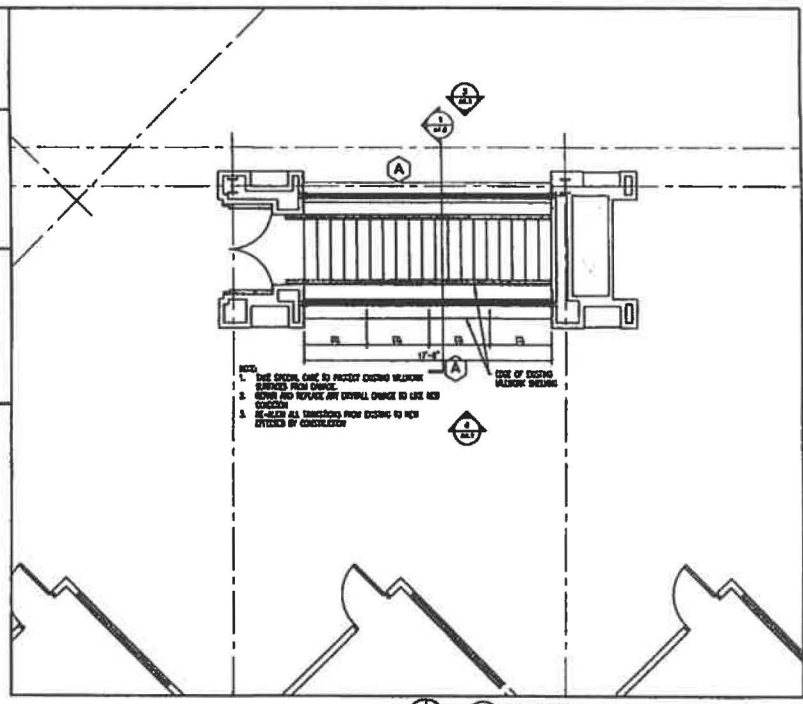
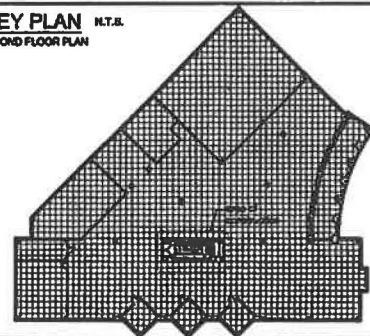
	ISSUE DATE
ARCHITECTURAL:	
A0.0 COVER / PLANS	05/04/2022
A0.1 GENERAL NOTES	05/04/2022
A1.0 DEMOLITION SECTION, SECTION & DETAILS	05/04/2022
A1.1 ENLARGED DETAILS	05/04/2022

PROJECT DIRECTORY

ARCHITECT:
ROB WALKER ARCHITECTS, LLC
2229 FIRST AVENUE SOUTH
SUITE 110
SPRINGHALL, AL 35223
(205) 254-3212
ROB WALKER, AIA

OWNER:
CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK AL 35213
(205) 962-9400

KEY PLAN N.T.S. SECOND FLOOR PLAN



2 FLOOR PLAN
SCALE: 1/4" = 1'-0"

REV	DATE
1	

Emmet O'Neal
Library
50 Oak Street
Mountain Brook, AL
Jefferson County

STAIR WINDOW PROJECT

PROJECT NO.: 5009.02
ISSUED: 05/05/22
FLOOR PLAN WINDOW TYPES

A0.0

GENERAL NOTES

- 100 DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.
- 101 FOR FURTHER DIMENSIONING, SEE LARGE SCALE PLANS, SECTIONS, EXTERIOR ELEVATIONS, AND DETAILS.

INTERIOR NOTES NEW CONSTRUCTION

203. CONTRACTOR SHALL PROVIDE SUBMITTALS TO THE ARCHITECT FOR APPROVAL PRIOR TO PURCHASING OR PURCHASING MATERIALS. REFER TO SPEC SECTION 010500 FOR SUBMITTALS REQUIRED FOR PAINTS, FINISHES, STAIN, COLOR AND FINISH MATERIAL (LEAD CODE). ALL PAINT SUBMITTALS MUST INDICATE PAINT COLOR FORMULA AS WELL AS STORE LOCATION WHERE PAINT IS TO BE PURCHASED.
205. CAULK ALL MILLWORK AND VIEW WINDOW FRAMES. COLOR TO BE CLEAR OR PAINTABLE.
206. PRIOR TO THE APPLICATION OF PAINT OR STAIN, THE CONTRACTOR SHALL REPAIR NEW OR EXISTING SURFACES BY PATCHING, SMOOTHING AND SANDING AS NECESSARY TO ACHIEVE A SURFACE ACCEPTABLE FOR THE APPLICATION OF NEW FINISH. PREPARE WINDOW FRAMES SURFACES BY SANDING CHASSIS, FILLING DENTS AND CAULKING CRACKS AT CORNERS AS REQUIRED.
- 300 INTERIOR METAL STUDS SHALL BE 3/8" OR AS SHOWN BELOW UNLESS DIMENSIONED, DETAILED OR NOTED OTHERWISE.
- 301 WHERE INDICATED ON THE NEW CONSTRUCTION FLOOR PLAN BY REFERENCE TO THIS NOTE, FURR OUT RATED WALL, RATED SMOKE WALL OR RATED SHAFT WALL WITH 5/8" TYPE "C" GYPSUM BOARD ON METAL STUDS (OF ADEQUATE DEPTH AS REQ'D FOR DEPTH OF RECESSED ITEMS) AT 16" O.C. MAXIMUM, UP TO 4" ABOVE THE FINISH CEILING IN ORDER TO PROVIDE FOR RECESSED ITEMS IN THE WALL WITHOUT INTERFERING WITH THE INTEGRITY OF THE RATED WALL, RATED SMOKE WALL, OR RATED SHAFT WALL.
- 302 WINDOW DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO FABRICATION AND INSTALLATION.
- 304 CAULK AT JUNCTURE OF INTERIOR FACES OF VIEW WINDOW FRAMES.
- 305 PROVIDE REQUIRED MINIMUM MANEUVERING CLEARANCES AT ALL NEW WINDOWS AS INDICATED BY ADA SECTION 6.2(1), AND IN THESE DRAWINGS.

RENOV/DEMO NOTES

- 400 THESE DRAWINGS HAVE BEEN DEVELOPED FROM EXISTING INFORMATION WHICH MAY NOT REFLECT ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL VERIFY THESE DRAWINGS WITH EXISTING FIELD CONDITIONS AND NOTIFY THE ARCHITECT IMMEDIATELY OF INCONSISTENCIES BETWEEN THESE DRAWINGS AND ACTUAL CONDITIONS BEFORE PROCEEDING WITH CONSTRUCTION.
- 401 THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF ANY WORK INDICATED IN THE CONTRACT DOCUMENTS CANNOT BE PERFORMED DUE TO EXISTING FIELD CONDITIONS.
- 402 REFER TO DEMOLITION DRAWINGS FOR EXTENT OF EXISTING TO BE REMOVED.
- 403 DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES AND ORDINANCES AS SET FORTH BY ALL GOVERNING AUTHORITIES.
- 404 REMOVE EXISTING CONSTRUCTION AS INDICATED. PATCH ADJOINING WALLS, FLOOR, AND DECK. PREPARE SURFACES TO RECEIVE NEW FINISH PER FINISH SCHEDULE OR PER ARCHITECT'S FINISH PLANS.
- 405 IF ANY EXISTING FIREPROOFING OR FIRE ASSEMBLIES WHICH ARE SUPPOSED TO REMAIN ARE DAMAGED DURING DEMOLITION, THEY SHALL BE REPAIRED TO CONFORM TO ORIGINAL FIRE PROTECTION REQUIREMENTS. CONTACT ARCHITECT TO VERIFY U.L. ASSEMBLIES TO BE USED FOR REPAIRS.
- 406 WHERE DEMOLITION OF CERTAIN ITEMS LEAVES PENETRATIONS IN EXISTING-TO-REMAIN FLOORS, WALLS, CEILING, ROOFS, ETC., PATCH SUCH PENETRATIONS AS REQUIRED TO MEET ORIGINAL FIRE PROTECTION AND STRUCTURAL REQUIREMENTS.
- 407 THE CONTRACTOR SHALL BRACE ALL EXISTING STRUCTURES AND ALL STRUCTURAL ELEMENTS AS NECESSARY DURING DEMOLITION.
- 408 THE CONTRACTOR SHALL NOT CUT STRUCTURAL WORK IN A MANNER RESULTING IN A REDUCTION OF LOAD CARRYING CAPACITY OR LOAD DEFLECTION RATIO. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ALL STRUCTURAL CUTS PRIOR TO EXECUTION SO THAT APPROVAL CAN BE OBTAINED FROM THE ARCHITECT AND STRUCTURAL ENGINEER.
- 409 ALL CONTRACTORS SHALL KEEP PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS AT ALL TIMES. AT THE COMPLETION OF WORK ALL WASTE MATERIAL, RUBBISH, TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIALS SHALL BE REMOVED FROM SITE.
- 410 FLOOR ELEVATIONS MAY VARY THROUGHOUT THE BUILDING. EACH CONTRACTOR MUST CAREFULLY FIELD VERIFY VERTICAL DIMENSIONS AND OTHER CONDITIONS THAT MAY BE AFFECTED BY THE ACTUAL FLOOR ELEVATIONS AT EACH LOCATION WHERE INSTALLATION OF WORK OF THEIR CONTRACT OCCURS.
- 411 OPPOSING WALLS OF EXISTING BUILDING FOOTPRINT MAY NOT BE PARALLEL. FACE-OF-FACE TO COLUMN DIMENSIONS VARY. EACH CONTRACTOR MUST CAREFULLY FIELD VERIFY HORIZONTAL DIMENSIONS AND OTHER CONDITIONS THAT MAY BE AFFECTED BY THE ACTUAL ACTUAL PLAN DIMENSION AT EACH LOCATION WHERE INSTALLATION OF WORK OF THEIR CONTRACT OCCURS.
- 412 DIMENSIONS INDICATED THUS (+/-) MUST BE FIELD VERIFIED BY THE CONTRACTOR(S) AFFECTED, PRIOR TO COMMENCEMENT OF THE WORK INDICATED. NOTIFY THE ARCHITECT, IN WRITING, OF DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THOSE INDICATED IN THE CONTRACT DOCUMENTS, PRIOR TO COMMENCEMENT OF WORK.
- 413 EACH CONTRACTOR SHALL EXAMINE THE SUBSTRATES AND CONDITIONS UNDER WHICH THE WORK OF THEIR CONTRACT IS TO BE INSTALLED. NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONDITION DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK UNLESS UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED IN AN ACCEPTABLE MANNER. COMMENCEMENT OF THE WORK DENOTES ACCEPTANCE OF SUBSTRATES AND CONDITIONS, FOR WHICH THE CONTRACTOR WILL BE HELD RESPONSIBLE. NO SUBSEQUENT CLAIM BASED UPON DIFFERENCES BETWEEN ACTUAL CONDITIONS AND THOSE INDICATED IN THE CONTRACT DOCUMENTS WILL BE CONSIDERED.
- 414 EACH CONTRACTOR SHALL PROVIDE THEIR OWN OPENINGS FOR ALL DUCTWORK, PIPING, CONDUIT AND MECHANICAL EQUIPMENT PASSING THROUGH OR INSTALLED IN FLOORS, CEILING, ROOF, WALLS AND PARTITIONS. UNITS MUST BE PROVIDED FOR OPENINGS 1/4" AND GREATER IN MASONRY CONSTRUCTION. (REF. PROJECT MANUAL FOR CUTTING AND PATCHING REQUIREMENTS AND THE STRUCTURAL DRAWINGS FOR FURTHER INFORMATION).

SYMBOLS

- ROOM NAME**
100
- ROOM/SPACE NUMBER DESIGNATION (REFERENCE HEREIN CONTRACT DOCUMENTS)**
- INTERIOR VIEW WINDOW TYPE (SEE VIEW WINDOW SCHEDULE)**
- INDICATES ELEVATION NO.**
- INDICATES DRWG. SHEET ON WHICH ELEVATION IS SHOWN**
- INDICATES DETAIL NO.**
- INDICATES DRWG. SHEET ON WHICH DETAIL IS SHOWN**
- INDICATES SECTION NO.**
- INDICATES DRWG. SHEET ON WHICH SECTION OR DETAIL IS SHOWN**
- REVISION**
- PROJECT NORTH**
- NORTH ARROW**
- DOOR KEY**
- DOOR DESIGNATION**

 EXISTING TO REMAIN



ROB WALKER ARCHITECTS, LLC
2229 FIRST AVE. SOUTH
SUITE 110 BIRMINGHAM,
ALABAMA 35233
T-205.254.3212
F-205.254.3229

MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT
MOUNTAIN BROOK, AL 35215
50 OAK STREET

REV	DATE

Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL
Jefferson County

STAIR WINDOW PROJECT

PROJECT NO.: 8009.02
ISSUED: 05/05/22
GENERAL NOTES

A0.1



ROB WALKER ARCHITECTS, LLC
 2220 FIRST AVE. SOUTH
 SUITE 110 SPRINGHALL,
 ALABAMA 35233
 T-205.254.3212
 F-205.254.3209

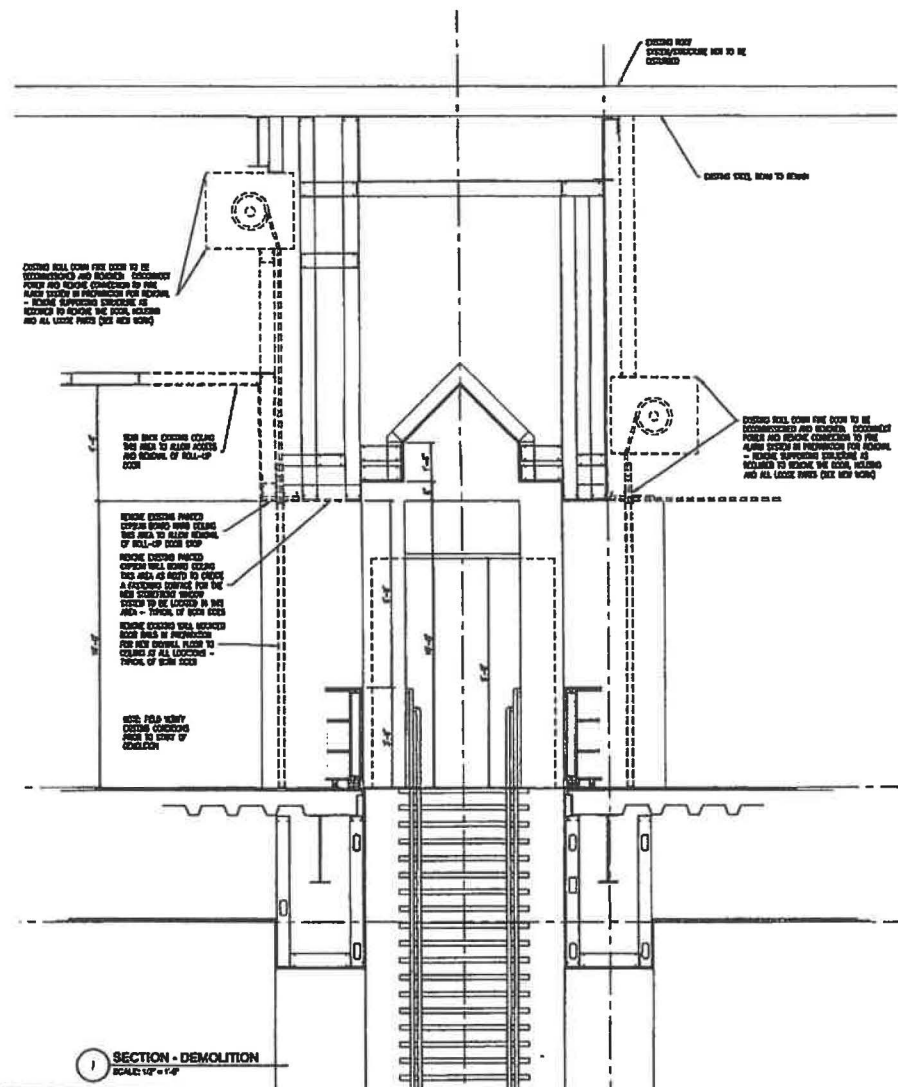
MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT
 MOUNTAIN BROOK, AL 35213
 50 OAK STREET

REV	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

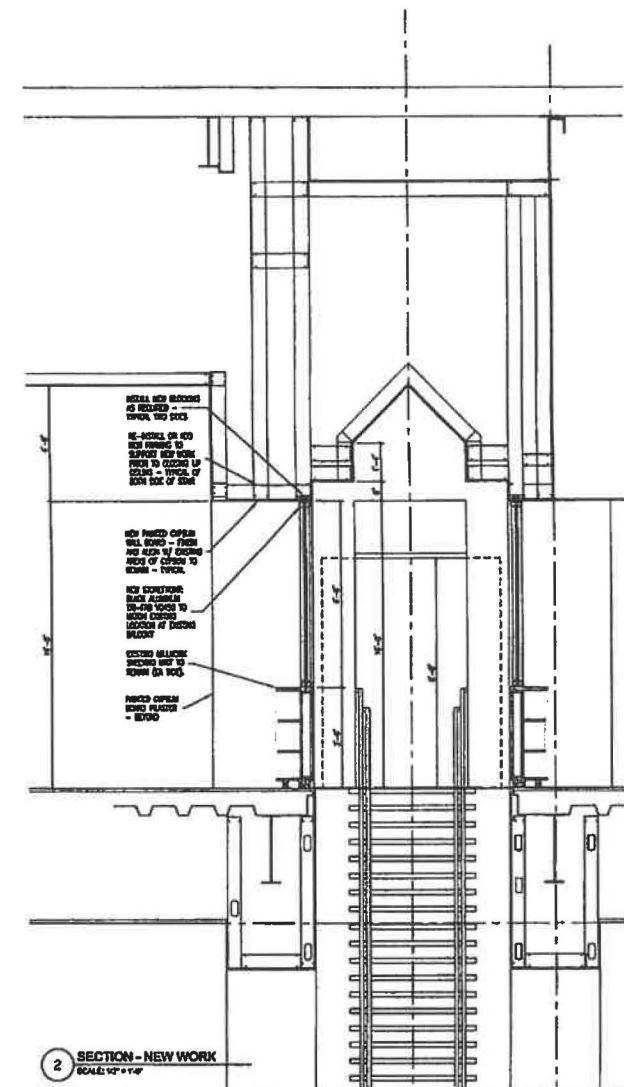
Emmet O'Neal Library
 50 Oak Street
 Mountain Brook, AL
 Jefferson County

STAIR WINDOW PROJECT
 PROJECT NO.: 6009.02
 ISSUED: 05/05/22
 DETAIL SECTIONS

A1.0



1 SECTION - DEMOLITION
 SCALE: 1/4" = 1'-0"



2 SECTION - NEW WORK
 SCALE: 1/4" = 1'-0"



ROB WALKER ARCHITECTS, LLC
 2229 FIRST AVE. SOUTH
 SUITE 110 BIRMINGHAM,
 ALABAMA 35203
 T-205.254.3212
 F-205.254.3299

MOUNTAIN BROOK O'NEAL LIBRARY STAIR ENCLOSURE PROJECT
 50 OAK STREET
 MOUNTAIN BROOK, AL 35213

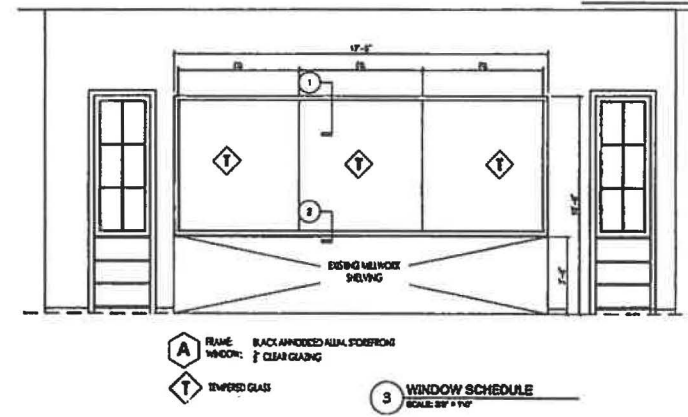
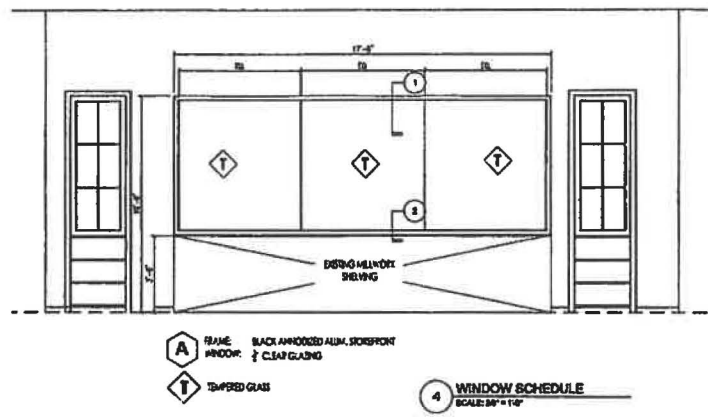
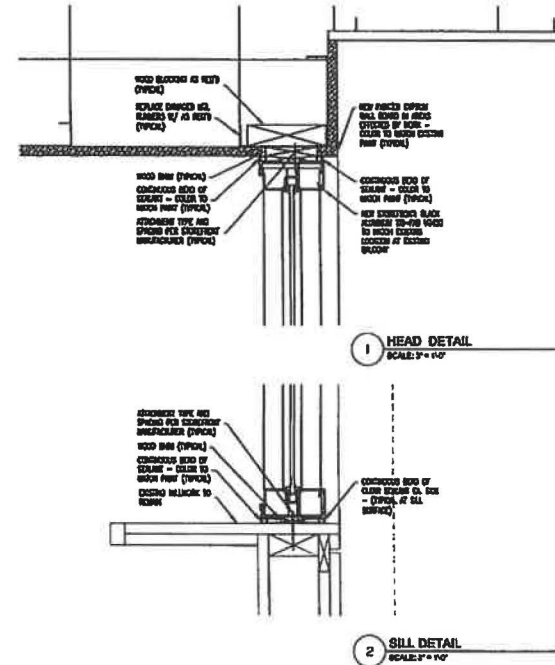
REV	DATE
△	

Emmet O'Neal Library
 50 Oak Street
 Mountain Brook, AL
 Jefferson County

STAIR WINDOW PROJECT

PROJECT NO.: 5009.02
 ISSUED: 05/05/22
 DETAILS

A1.1



A1.1

RESOLUTION NO. 2022-111

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 Construction Contract between the City and Meadows Contracting, Inc., in the form as attached hereto as Exhibit A, with respect to the bullet-resistant windows in the City Manager’s office suite.

ADOPTED: This 25th day of July, 2022.

Council President

APPROVED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

City Clerk

City Project No.

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this 22nd day of July, 2022 between the

OWNER(s),

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

and the **CONTRACTOR, William H Meadows, Jr**

Company Name:	<u>Meadows Contracting, Inc.</u>
Address:	<u>117 Hillside Road</u> <u>Birmingham, AL 35213</u>
Email & Phone #:	<u>bill@meadows-contracting.com, 205-369-2589</u>

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

City Manager’s Office Bulletproof glass install at
City Hall, 56 Church Street, Mountain Brook, Alabama 35213

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

1. This CONSTRUCTION CONTRACT
2. The GENERAL CONDITIONS OF THE CONTRACT (City Mt Brook Form June 2020)
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND
5. CONSTRUCTION DRAWINGS DATED 05.23.2022
6. _____

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

_____ N/A on this Project _____

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

Firm Name: Rob Walker Architects, LLC

Contact at Firm: Rob Walker

Address of Firm: 2229 1st Avenue South, Suite 110, Birmingham, Alabama 35233

Contact's Email & Phone #: rob@rw4arch.com - 205.254.3212 • Work

The **CONTRACT SUM** is Forty-Nine Thousand Four Hundred Twenty-Four Dollars (\$ 49,424.00). Unless otherwise indicated, this CONTRACT SUM is the amount of the Contractor's Total Bid for the Work based on estimated quantities of material, and, if applicable, the following Bid Alternate Prices:

N/A on this Project

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

NOTE: Bulletproof glass 6 weeks out from time of submittal approval.

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

Owner Representative

Name: Steve Boone

Title: City Financial Director

Email & Phone #: boones@mtnbrook.org

Contractor Representative:

Name: William H Meadows, Jr

Title: President

Email & Phone #: bill@meadows-contracting.com, 205-369-2589

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

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

~~_____ Hundred Dollars (\$___00.00) per calendar day.~~

SPECIAL PROVISIONS

None on this Project

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

License No(s): 41666

Classification(s): BC-S: Remodeling and Alteration

Bid Limit: Unlimited

(Counterpart Signature Page Follows)

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

OWNER

By: _____

Printed Name: _____

Its: _____

Date: _____

CONTRACTOR

By: William H. Meadows, Jr.

Printed Name: WILLIAM H. MEADOWS, JR.

Its: PRESIDENT

Date: 7-22-22

**MEADOWS CONTRACTING**

117 Hillsdale Road
 Birmingham, Alabama 35213
 Office: 205-879-9758
 Fax: 205-278-5865
 Cell: 205-369-2589

ESTIMATE

Prepared for: Mountain Brook City Hall
 56 Church Street
 Mountain Brook, AL 35213
 Rob Walker

Project: Bulletproof Glass
 City Managers Office

Date: 18-Jul-22

Quantity	Scope of Work	Bid
Direct Costs:		
1	Cover up & demo window trim per plans	\$ 1,960.00
1	Paint grade window trim: per site visit. 5ea windows to receive Jamb Extensions, Casings, sills, and aprons to match existing. All material to be paint grade. Prime/paint by others. Removal of existing by others	\$ 9,837.00
1	Supply & install UL752 level 3 standard 1 1/4LF 1250 br. 4ea - 2-0X6-0. 1ea - 8'4"x5'2" Divided into 3 lites. Glass features 7 selected: 5L-53 heavy duty continuous hinges. 7 wire pull handles, & 7 Fallon D221 deadbolts with strike plates	\$ 26,590.00
1	Prime drywall repairs Sand, caulk, putty, clean trim, prime/paint new trim Paint two coats latex eggshell to walls, paint two coats oil semi-gloss to trim in Sam's office & Janet's office	\$ 2,500.00
1	Clean up	\$ 300.00
1	Profit	\$ 8,237.00
		\$ 49,424.00

Note: \$9200 less if we omit B16 windows

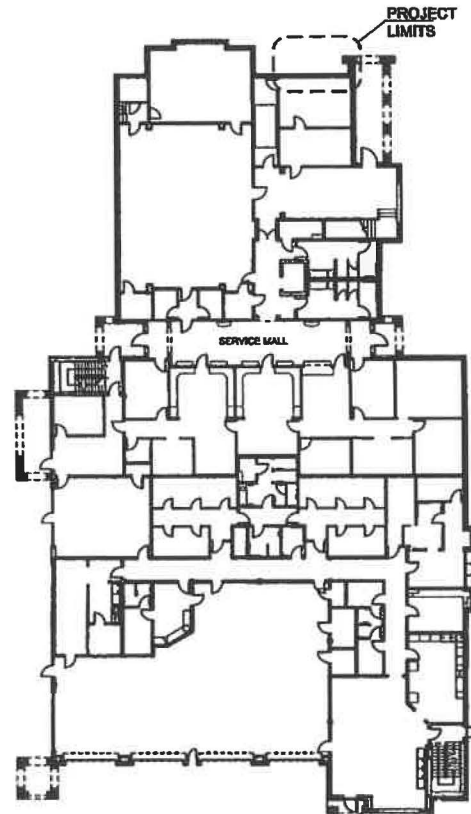
MOUNTIAN BROOK CITY HALL OFFICE WINDOW RENOVATION

56 Church Street
Mountain Brook, AL 35213

CONSTRUCTION DOCUMENTS

PROJECT NO: 5021.00

DATE: JUNE 23, 2022



1 KEY PLAN
0/1" = 1'-0"

PROJECT DESCRIPTION

THE PROJECT IS A MINOR OUTDOOR RENOVATION OF THE EXISTING MOUNTAIN BROOK CITY HALL, MANAGERS OFFICE. THE WORK COMPRESSES OF THE ADDITION OF NEW BULLET RESISTANT FINISHED INTERIOR WINDOWS LOCATED IN THE CITY MANAGERS OFFICE.

SHEET INDEX

ARCHITECTURAL:	ISSUE DATE
A0.0 COVER / INDEX SHEET	06/23/2022
A0.1 GENERAL NOTES	06/23/2022
A1.0 NEW WORK FLOOR PLAN AND ELEVATION	06/23/2022

PROJECT DIRECTORY

ARCHITECT:
ROB WALKER ARCHITECTS, LLC
2229 FIRST AVENUE SOUTH
SUITE 110
BIRMINGHAM, AL 35226
(205) 254-3212
ROB WALKER, AIA

OWNER:
CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213
(205) 802-2400

CODE REVIEW DATA

APPLICABLE CODES

- 2018 INTERNATIONAL BUILDING CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2018 INTERNATIONAL GAS CODE
- 2018 INTERNATIONAL PLUMBING CODE
- 2018 INTERNATIONAL FIRE CODE
- 2017 NATIONAL ELECTRIC CODE
- THE AMERICANS WITH DISABILITIES ACT (ADA)

BUILDING INFORMATION		
OCCUPANCY:	B	
CONSTRUCTION TYPE:	Type V-B	
FULLY SPRINKLED:	Yes	
BUILDING HEIGHT:	43' +/- (including)	
NUMBER OF STORES:	2	
	EXISTING	NOT IN CONTRACT



ROB WALKER ARCHITECTS, LLC
2229 FIRST AVE. SOUTH
SUITE 110 BIRMINGHAM,
ALABAMA 35226
T-205.254.3212
F-205.254.3281

**MOUNTAIN BROOK CITY HALL
OFFICE WINDOW RENOVATION**
 MOUNTAIN BROOK, AL 35213
 56 CHURCH STREET

REV	DATE

MOUNTAIN BROOK CITY HALL
56 CHURCH STREET,
MOUNTAIN BROOK, AL 35213

SERVICE MALL RENOVATION

PROJECT NO.: 5021.00
ISSUED: 06/23/22
COVER SHEET

A0.0

GENERAL NOTES

- 100 THE COMPLETE SET OF CONTRACT DOCUMENTS FOR THIS WORK CONSISTS OF ONE VOLUME OF DRAWINGS AND ONE VOLUME OF SPECIFICATIONS. THESE VOLUMES MUST NOT BE SEPARATED BY ANYONE FOR ANY REASON. THE ARCHITECT AND OWNER DISCLAIM ANY RESPONSIBILITY OF ASSURANCES MADE BY ANY CONTRACTOR AND DRAWINGS INCLUDING ALL SHEETS LISTED IN THE INDEX OF DRAWINGS.
- 101 DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.
- 102 FOR FURTHER DIMENSIONING, SEE LARGE SCALE PLANS, SECTIONS, EXTERIOR ELEVATIONS, AND DETAILS.

INTERIOR NOTES NEW CONSTRUCTION

- 203 CONTRACTOR SHALL PROVIDE SUBMITTALS TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATING OR PURCHASING MATERIALS. REFER TO THE SPECIFICATIONS TO DETERMINE SUBMITTALS REQUIRED FOR FINISHES. FINISHES SHALL BE IDENTIFIED BY TRADE NAME, MANUFACTURER, STYLE, COLOR AND FINISH MATERIAL LEGEND CODE. ALL PAINT SUBMITTALS MUST INDICATE PAINT COLOR FORMULA AS WELL AS STORE LOCATION WHERE PAINT IS TO BE PURCHASED.
- 205 CAULK ALL DOOR FRAMES, MILLWORK AND VIEW WINDOW FRAMES. COLOR TO BE CLEAR OR PAINTABLE.
- 206 PRIOR TO THE APPLICATION OF PAINT, THE CONTRACTOR SHALL REPAIR NEW OR EXISTING SURFACES BY PATCHING, SMOOTHING AND GRINDING AS NEEDED TO ACHIEVE A FINISH ACCEPTABLE FOR THE APPLICATION OF NEW FINISHES. DOOR AND WINDOW METAL SURFACES BY SANDING OR SCRUBBING, FILING DENTS AND CAULKING CRACKS AT CORNERS AS REQUIRED.
- 300 INTERIOR METAL STUDS SHALL BE 3/8" OR AS SHOWN BELOW UNLESS DIMENSIONED, DETAILED OR NOTED OTHERWISE.
- 301 WHERE INDICATED ON THE NEW CONSTRUCTION FLOOR PLAN BY REFERENCE TO THIS NOTE, FURR OUT RATED WALL, RATED SMOKE WALL OR RATED SHAFT WALL WITH 5/8" TYPE "X" GYPSUM BOARD ON METAL STUDS OF ADEQUATE DEPTH AS REQUIRED FOR DEPTH OF RECESSED ITEMS AT 16" O.C. MAXIMUM UP TO 4" ABOVE THE FINISH CEILING IN ORDER TO PROVIDE FOR RECESSED ITEMS BY THE WALL WITHOUT INTERFERING WITH THE INTEGRITY OF THE RATED WALL, RATED SMOKE WALL, OR RATED SHAFT WALL.
- 302 FOR ALL RATED AND/OR SMOKE PARTITIONS, THE SURFACE AREA OF AN INDIVIDUAL RECESSED METALLIC OUTLET, SWITCH BOX, ETC. SHALL NOT EXCEED 16 SQUARE INCHES. THE AGGREGATE SURFACE AREA OF THE RECESSED OUTLETS, BOXES, ETC. SHALL NOT EXCEED 100 SQUARE INCHES PER 100 SQUARE FEET OF SURFACE WALL AREA. RECESSED BOXES LOCATED ON OPPOSITE SIDES OF WALLS OR PARTITIONS, IRRESPECTIVE OF THEIR VERTICAL SEPARATION IN THE WALL, SHALL BE SEPARATED BY A HORIZONTAL DISTANCE OF 2" MINIMUM AS SHOWN IN DETAIL. ELECTRICAL BOXES IN RATED AND/OR RATED SMOKE WALLS.
- 303 THE CONTRACTOR SHALL PROVIDE ACCESS PANELS IN GYPSUM BOARD CEILING AND IN HARD SURFACE BOFFITS SO THAT THE ARCHITECT AND THE STATE AND LOCAL OFFICIALS CAN INSPECT RATED AND/OR RATED SMOKE WALLS. THESE ACCESS PANELS SHALL BE LOCATED AT INTERVALS NOT TO EXCEED 30" O.C. MINIMUM OF ONE PER SPACE, AND IN SUCH MULTIPLE LOCATIONS AS NECESSARY TO VIEW ALL SURFACES OF THE RATED AND/OR RATED SMOKE WALLS. THE CONTRACTOR SHALL VERIFY THAT ACCESS PANELS OF THE TYPE SPECIFIED ARE INSTALLED IN WALLS, NON-ACCESSIBLE TYPE CEILING AND BOFFITS WHERE ACCESSIBLE. SERVICE AN ADJUSTMENT TO MECHANICAL PLUMBING OR ELECTRICAL ITEMS MAY BE REQUIRED. ACCESS PANELS SHALL BE THE FIRE RATED TYPE EQUAL TO THE RATING OF THE WALL, BOFFIT OR CEILING IN WHICH THEY OCCUR.
- 304 THE CONTRACTOR SHALL PROVIDE CHASES FOR MECHANICAL, PLUMBING, AND ELECTRICAL AS REQUIRED AND AS NECESSARY.
- 305 PIPING LOCATED ABOVE GRADE AND INSIDE THE BUILDING SHALL BE CONCEALED IN FURRED SPACES WITH THE EXCEPTION OF PIPING IN STAIRWAYS, EQUIPMENT ROOMS AND THE POWERHOUSE. THE CONTRACTOR SHALL COORDINATE WITH OTHER CONTRACTORS TO PROVIDE FURRING FOR PIPING INSTALLED IN FURRED AREAS. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ARCHITECT PRIOR TO LOCATING AND/OR PROVIDING "FURRED SPACES" NOT INDICATED ON THE FLOOR PLANS.
- 306 CASEWORK DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO FABRICATION AND INSTALLATION.
- 307 CAULK AT JUNCTURE OF INTERIOR FACES OF DOOR FRAMES, VIEW WINDOW FRAMES, EXTERIOR WINDOW FRAMES, CABINET WORK, CASEWORK, RECESSED TOILET ACCESSORIES, SURFACE MOUNTED TOILET ACCESSORIES, ETC. WITH ADJACENT MATERIALS EVEN THOUGH JOINT MAY NOT BE VISIBLE.
- 312 PROVIDE REQUIRED MINIMUM MANEUVERING CLEARANCES AT ALL NEW DOORS AS INDICATED BY ADA SECTION 6.3(1), AND IN THESE DRAWINGS.

RENOV/DEMO NOTES

- 400 THESE DRAWINGS HAVE BEEN DEVELOPED FROM EXISTING INFORMATION WHICH MAY NOT REFLECT ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL VERIFY THESE DRAWINGS WITH EXISTING FIELD CONDITIONS AND NOTIFY THE ARCHITECT IMMEDIATELY OF INCONSISTENCIES BETWEEN THESE DRAWINGS AND ACTUAL CONDITIONS BEFORE PROCEEDING WITH CONSTRUCTION.
- 401 THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF ANY WORK INDICATED IN THE CONTRACT DOCUMENTS CANNOT BE PERFORMED DUE TO EXISTING FIELD CONDITIONS.
- 402 REFER TO DEMOLITION DRAWINGS FOR EXTENT OF EXISTING TO BE REMOVED.
- 403 DEMOLITION WORK SHALL BE EXECUTED IN CONFORMANCE WITH ALL CODES AND ORDINANCES AS SET FORTH BY ALL GOVERNING AUTHORITIES.
- 404 REMOVE EXISTING CONSTRUCTION AS INDICATED. PATCH ADJOINING WALLS, FLOOR, AND DECK. PREPARE SURFACES TO RECEIVE NEW FINISH PER FINISH SCHEDULE OR PER ARCHITECT'S FINISH PLANS.
- 405 IF ANY EXISTING FIREPROOFING OR FIRE ASSEMBLIES WHICH ARE SUPPOSED TO REMAIN ARE DAMAGED DURING DEMOLITION, THEY SHALL BE REPAIRED TO CONFORM TO ORIGINAL FIRE PROTECTION REQUIREMENTS. CONTACT ARCHITECT TO VERIFY U.L. ASSEMBLIES TO BE USED FOR REPAIRS.
- 406 WHERE DEMOLITION OF CERTAIN ITEMS LEAVES PENETRATIONS IN EXISTING-TO-REMAIN FLOORS, WALLS, CEILING, ROOFS, ETC., PATCH SUCH PENETRATIONS AS REQUIRED TO MEET ORIGINAL FIRE PROTECTION AND STRUCTURAL REQUIREMENTS.
- 407 THE CONTRACTOR SHALL BRACE ALL EXISTING STRUCTURES AND ALL STRUCTURAL ELEMENTS AS NECESSARY DURING DEMOLITION.
- 408 THE CONTRACTOR SHALL NOT CUT STRUCTURAL WORK IN A MANNER RESULTING IN A REDUCTION OF LOAD CARRYING CAPACITY OR LOAD-DEFLECTION RATIO. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ALL STRUCTURAL CUTS PRIOR TO EXECUTION SO THAT APPROVAL CAN BE OBTAINED FROM THE ARCHITECT AND STRUCTURAL ENGINEER.
- 409 ALL CONTRACTORS SHALL KEEP PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL AT ALL TIMES. AT THE COMPLETION OF WORK ALL WASTE MATERIAL, RUBBISH, TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIALS SHALL BE REMOVED FROM SITE.
- 410 FLOOR ELEVATIONS MAY VARY THROUGHOUT THE BUILDING. EACH CONTRACTOR MUST CAREFULLY FIELD VERIFY VERTICAL DIMENSIONS AND OTHER CONDITIONS THAT MAY BE AFFECTED BY THE ACTUAL FLOOR ELEVATIONS AT EACH LOCATION WHERE INSTALLATION OF WORK OF THEIR CONTRACT OCCURS.
- 411 OPPOSING WALLS OF EXISTING BUILDING FOOTPRINT MAY NOT BE PARALLEL. FACE-OF-FACE TO COLUMN DIMENSIONS VARY. EACH CONTRACTOR MUST CAREFULLY FIELD VERIFY HORIZONTAL DIMENSIONS AND OTHER CONDITIONS THAT MAY BE AFFECTED BY THE ACTUAL. ACTUAL PLAN DIMENSION AT EACH LOCATION WHERE INSTALLATION OF WORK OF THEIR CONTRACT OCCURS.
- 412 DIMENSIONS INDICATED THUS (+/-) MUST BE FIELD VERIFIED BY THE CONTRACTOR(S) AFFECTED, PRIOR TO COMMENCEMENT OF THE WORK INDICATED. NOTIFY THE ARCHITECT, IN WRITING, OF DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THOSE INDICATED IN THE CONTRACT DOCUMENTS, PRIOR TO COMMENCEMENT OF WORK.
- 413 EACH CONTRACTOR SHALL EXAMINE THE SUBSTRATES AND CONDITIONS UNDER WHICH THE WORK OF THEIR CONTRACT IS TO BE INSTALLED. NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONDITION DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK UNLESS UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED IN AN ACCEPTABLE MANNER. COMMENCEMENT OF THE WORK DENOTES ACCEPTANCE OF SUBSTRATES AND CONDITIONS, FOR WHICH THE CONTRACTOR WILL BE HELD RESPONSIBLE. NO SUBSEQUENT CLAIM BASED UPON DIFFERENCES BETWEEN ACTUAL CONDITIONS AND THOSE INDICATED IN THE CONTRACT DOCUMENTS WILL BE CONSIDERED.
- 414 EACH CONTRACTOR SHALL PROVIDE THEIR OWN OPENINGS FOR ALL DUCTWORK, PIPING, CONDUIT AND MECHANICAL EQUIPMENT PASSING THROUGH, OR INSTALLED IN FLOORS, CEILING, ROOF, WALLS AND PARTITIONS. DETAILS MUST BE PROVIDED FOR OPENINGS 14" AND GREATER IN MASONRY CONSTRUCTION. (REF. PROJECT MANUAL FOR CUTTING AND PATCHING REQUIREMENTS AND THE STRUCTURAL DRAWINGS FOR FURTHER INFORMATION).

SYMBOLS

- ROOM NAME
100
- ROOMSPACE NUMBER DESIGNATION (REFERENCE HEREIN CONTRACT DOCUMENTS)
- INTERIOR VIEW WINDOW TYPE (SEE VIEW WINDOW SCHEDULE)
- INDICATES ELEVATION NO.
- INDICATES DRWG. SHEET ON WHICH ELEVATION IS SHOWN
- INDICATES DETAIL NO.
- INDICATES DRWG. SHEET ON WHICH DETAIL IS SHOWN
- INDICATES SECTION NO.
- INDICATES DRWG. SHEET ON WHICH SECTION OR DETAIL IS SHOWN
- REVISION
- NORTH ARROW
- DOOR KEY
- DOOR DESIGNATION

EXISTING TO REMAIN



ROB WALKER ARCHITECTS, LLC
2229 FIRST AVE. SOUTH
SUITE 110 SPRINGHALL,
ALABAMA 35333
T-205.264.3212
F-205.264.3269

MOUNTAIN BROOK CITY HALL OFFICE WINDOW RENOVATION
MOUNTAIN BROOK, AL 35813
56 CHURCH STREET

REV	DATE

MOUNTAIN BROOK CITY HALL
56 CHURCH STREET,
MOUNTAIN BROOK, AL 35813

SERVICE HALL RENOVATION

PROJECT NO.: 6021.00
ISSUED: 05/23/22
GENERAL NOTES

A0.1



ROB WALKER ARCHITECTS, LLC
 2229 FIRST AVE. SOUTH
 SUITE 110 BIRMINGHAM,
 ALABAMA 35203
 T-205.254.3212
 F-205.254.3200

MOUNTAIN BROOK CITY HALL
OFFICE WINDOW RENOVATION
 MOUNTAIN BROOK, AL. 35213
 56 CHURCH STREET

REV	DATE

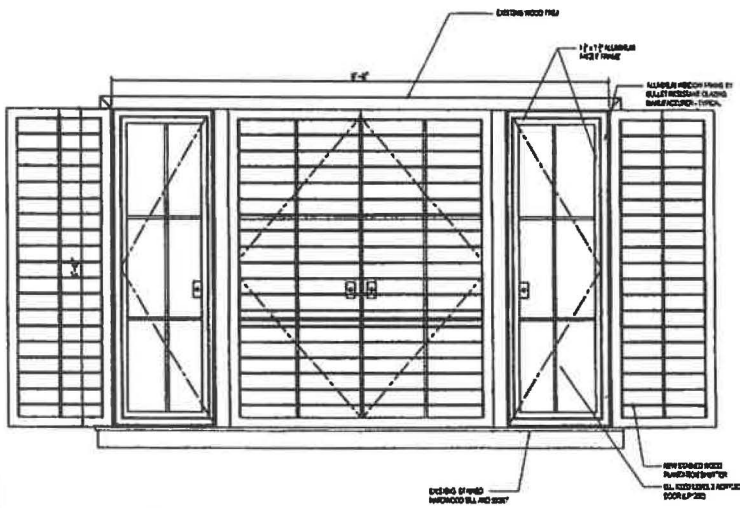
MOUNTAIN BROOK CITY HALL
 56 CHURCH STREET,
 MOUNTAIN BROOK, AL. 35213

SERVICE MALL RENOVATION

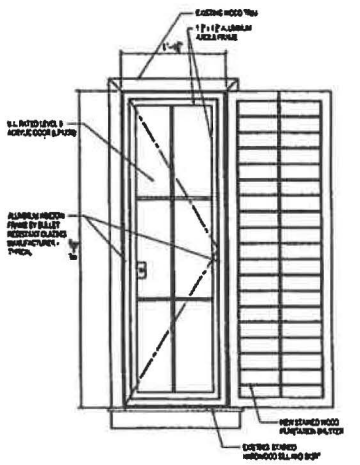
PROJECT NO.: 5021.00
 ISSUED: 05/23/22

INTERIOR DETAILS

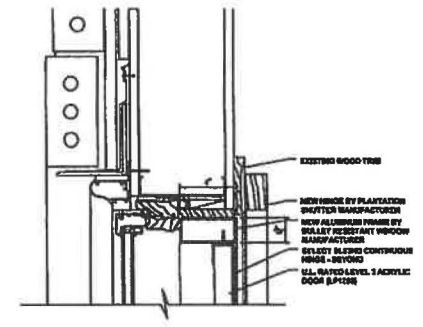
A2.0



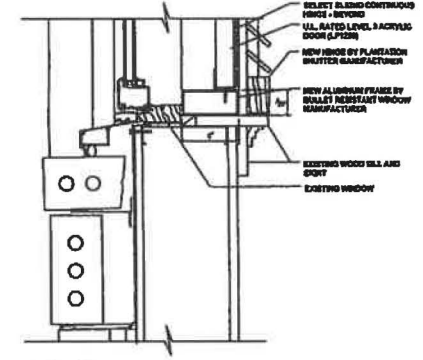
① WINDOW ELEVATION - WINDOW ADD ALTERNATE 01
 1" = 1'-0"



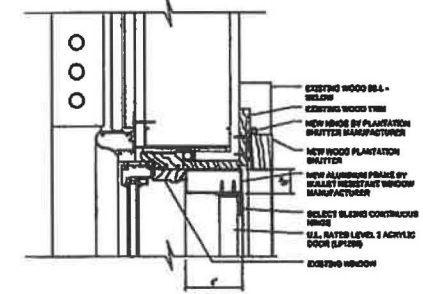
② WINDOW ELEVATION
 1" = 1'-0"



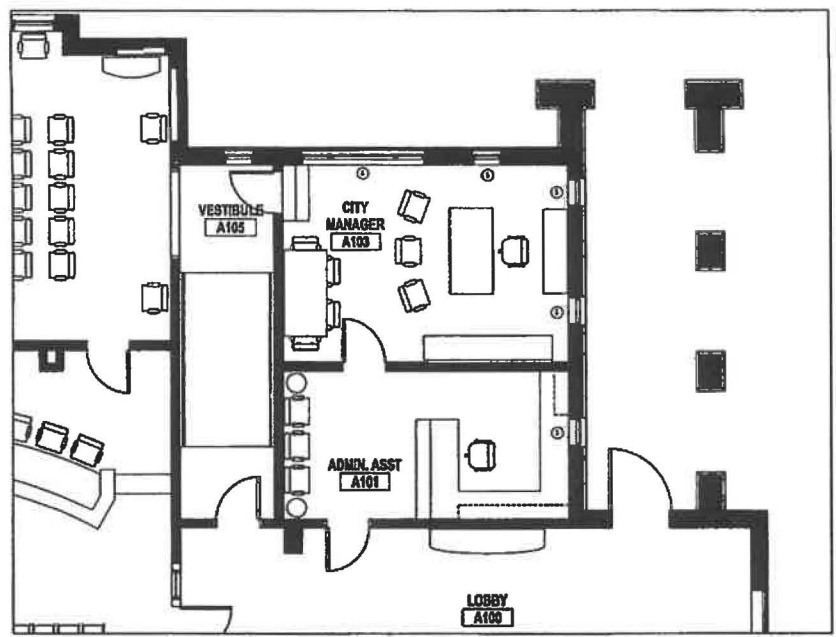
③ WINDOW HEAD
 1" = 1'-0"



④ WINDOW SILL
 1" = 1'-0"



⑤ WINDOW JAMB
 1" = 1'-0"



⑥ FLOOR PLAN
 1/4" = 1'-0"

ORDINANCE NO. 2127

**AN ORDINANCE AMENDING SECTION
109-31 OF THE CITY CODE**

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the “City Council”) heretofore has adopted various building codes promulgated by the International Code Council (the “ICC”) and the National Fire Protection Association relating to buildings, residences, and other structures (collectively, the “Building Codes”) in the City of Mountain Brook (“City”); and

WHEREAS, the City Council desires that the City adopt the 2021 versions of the Building Codes (the “Updated Building Codes”) that are enumerated and specified herein for use and application for buildings and structures within its corporate limits; and

WHEREAS, the adoption of the Updated Building Codes by reference is authorized by ALA. CODE §11-45-8 (1975); and

WHEREAS, the adoption of the Updated Building Codes will facilitate the performance of inspection activities by the City and promote the public safety, health and general welfare of its residents and owners, occupants and users of buildings and structures in the City.

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

Section 1. Section 109-31 of the City Code is hereby repealed and replaced with the following:

“Sec. 109-31. - Building codes—Adoption by reference.

- (a) Except as provided herein, the International Building Code - 2021 Edition (“ICC Building Code”), 2021 International Fire Code (IFC), International Residential Code - 2021 Edition (the “IRC”) and -2021 Edition (“the ISpsc”) International Swimming Pool and Spa Code, as published by the ICC and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the building code of the city by reference as though they were copied herein.
- (b) With respect to the ICC Building Code and the IRC, the city modifies the forms proposed by the ICC as follows:
 - (i) *Section [A]101.4. of ICC Building Code - Referenced codes:* The following codes that are referenced in this Section of the ICC Building Code are not adopted: (a) the International Property Maintenance Code referenced in Section 101.4.4; and (b) the International Existing Building Code referenced in Section 101.4.7.

- (ii) *Section [A] 109.2 of ICC Building Code & Section R108.2 of IRC - Schedule of Permit Fees:* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

- (iii) *Sections [A] 111.1 of ICC Building Code & R110.1 of IRC - Use and Occupancy.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Use and occupancy. No residential building or structure shall be used or occupied, and no change in the existing occupancy classification of a residential building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official and the City Manager. No commercial building or structure shall be used or occupied, and no change in the existing occupancy classification of a commercial building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official, the fire official, and the City Manager. A certificate of occupancy shall not be issued until after the City Manager shall have determined that the building conforms to all provisions and regulations of the city with respect thereto, including its use under the zoning ordinances of the city. A certificate of occupancy (whether a temporary certificate of the regular certificate) issued without the signature of the building official, fire official (in the case of commercial buildings), and the City Manager shall not be deemed to be a certificate of occupancy issued under this code or under the city's zoning ordinance.

- (iv) *Sections [A] 113 of ICC Building Code & R112 of the IRC - Board of Appeals.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.

- (v) *Sections [A]114.4 of ICC Building Code & R113.4 of IRC- Violation Penalties.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

R113.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of these codes, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

- (vi) *Chapter 11 of IRC- Energy Efficiency.* This Chapter is adopted except as follows:

(a) notwithstanding any provisions contained in Chapter 11 or elsewhere in the IRC, the Energy Efficiency requirements in the IRC shall not be applicable to the repair, renovation, alteration or reconstruction of existing buildings and structures; and (b) the minimum standards for insulation to be used in connection with the repair, renovation, alteration or reconstruction of existing buildings and structures shall not be less than R-30 for ceiling spaces, R-13 for walls and R-19 for floors.

- (vii) *Section P2904 of the IRC- Dwelling Unit Fire Sprinkler Systems.* This Section is adopted, but the following provision is added as P2904.8.9:

P2904.8.9 Residential Sprinkler Exemption. Notwithstanding any provision in this Section P2904 or elsewhere in the IRC, any homeowner, upon application to the City's building official, may request an exemption to the sprinkler system requirements of P2904.1 for a dwelling and such exemption shall be granted upon satisfaction of each of the following:

a. The applicant must either confer with the City Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems;

b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system;

Exceptions:

- i. No exemption shall be granted for any dwelling constructed less than 7 feet from the property line, where emergency apparatus vehicular access is by way of a driveway with an elevation change of greater than 10%, or where the dwelling structure is located 250 feet or more from the public right of way, unless otherwise granted by the Fire Marshall after review and approval of other alternatives provided in the IFC and a determination that such alternatives are sufficient to meet the objectives of the IFC, and
- ii. No exemption shall be granted for 2-family or more dwelling units.

(viii) Section 506.2.1 of the 2021 IRC is adopted but is amended by adding the following language to such section:

Fill depths between 24-60” shall be permitted where fill consists of #57 compacted gravel stone backfill, where under a concrete slab floor for over exaction situations and where #4 rebar on 16” center tied in both directions or other approved reinforcement material, as specified by an engineer’s report, is utilized.

(ix) Section 302.5.1 of the 2021 IRC is adopted but is amended as follows:

Section 302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8” thickness solid or honeycomb core steel doors not less than 1 3/8” or 20 minute fire rated automatic closing device or self-closing doors.

(x) Section R312.1.1 of the 2021 IRC is adopted but is amended as follows:

Section R312.1.1 Where required. Guards shall be provided for those portions of open sided walking surfaces including floors, stairs, ramps and landings that are located more than 30 inches measured vertically to the floor or grade below. Insect screening shall not be considered as a guard.”

Section 2. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

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

Section 4. The amendments to the enumerated Building Codes adopted hereinabove shall prevail over any conflicting provision of the Building Codes adopted previously by the Council. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of

Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

In addition, when a provision in the adopted Building Codes refers to the duties of certain named officials, the official of the City of Mountain Brook, Alabama whose duties most closely correspond to those of such named official shall be deemed the official responsible for the enforcement of said provision.

Section 5. This ordinance shall be effective immediately after adoption and publication as provided by law.

ADOPTED: This 25th day of July, 2022.

Council President

ADOPTED: This 25th day of July, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 25th day of July, 2022, as same appears in the minutes of record of said meeting, and published by posting copies thereof on July 26, 2022, 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



Heather Richards <richardsh@mtnbrook.org>

Fwd: Message from KM_C558

2 messages

Glen Merchant <merchantg@mtnbrook.org>
To: Heather Richards <richardsh@mtnbrook.org>

Thu, Jul 21, 2022 at 1:47 PM

3 Letters of support for the Residential Code Sprinkler exemption amendment.

Glen Merchant
Building Official

205/802-3812 Office
City of Mountain Brook, AL.
56 Church Street
Mountain Brook, AL 35213



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

From: <mbscanner@mtnbrook.org>
Date: Thu, Jul 21, 2022 at 1:46 PM
Subject: Message from KM_C558
To: <merchantg@mtnbrook.org>

 **SKM_C55822072114110.pdf**
90K

Heather Richards <richardsh@mtnbrook.org>
To: Glen Merchant <merchantg@mtnbrook.org>

Thu, Jul 21, 2022 at 2:17 PM

I will be sure to include these in the packet.

Heather Richards
City Clerk
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213
Direct - 205-802-3823
Facsimile - 205-874-0611

[Quoted text hidden]

Amendment to our Residential Fire Sprinkler Exceptions

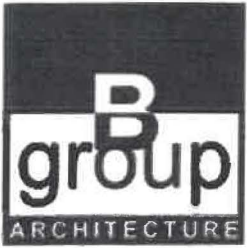
Philip Black <Phil@bgrouparch.com>

Wed, Jul 20, 2022 at 10:18 AM

To: Glen Merchant <merchantg@mtnbrook.org>, Walter Schoel III <wsiii@schoel.com>, Ben Watson <ben@liveoakengineering.com>, PE Darren Hamrick <dhamrick@sain.com>, Rob Walker <rob@rw4arch.com>, Hank Long <hanklong@bellsouth.net>

Cc: Leland Rhudy <rhudy@mtnbrook.org>

I agree with this change.



Philip E. Black, AIA, LEED AP | Principal

Bgroup ARCHITECTURE, Inc.

3000 7th Avenue South

Birmingham, Alabama 35233

Cell: (205) 612-1389 | Office: (205) 703-2053

bgrouparch.com or on [Facebook](#)

[Quoted text hidden]

Amendment to our Residential Fire Sprinkler Exceptions

Ben Watson <ben@liveoakengineering.com>
To: Glen Merchant <merchantg@mtnbrook.org>

Wed, Jul 20, 2022 at 10:20 AM

I think this is a great idea. Clarifies life safety first.

should it not be "and" instead of "or". As if the house is less than 250' from the street then the driveway slope would not be as important.

Sincerely,
Ben Watson



LIVE OAK
ENGINEERING

BEN WATSON
V.P., CIVIL ENGINEERING, BIRMINGHAM

205.492.3643
ben@liveoakengineering.com

2509 7TH AVE SOUTH
BIRMINGHAM, AL 35233

205.637.3115

[Quoted text hidden]

Amendment to our Residential Fire Sprinkler Exceptions

Rob Walker <rob@rw4arch.com>

Wed, Jul 20, 2022 at 1:51 PM

To: Glen Merchant <merchantg@mtnbrook.org>, Walter Schoel III <wsiii@schoel.com>, Ben Watson <ben@liveoakengineering.com>, PE Darren Hamrick <dhamrick@sain.com>, Philip Black <Phil@bgrouparch.com>, Hank Long <hanklong@bellsouth.net>

Cc: Leland Rhudy <rhudy1@mtnbrook.org>

I think this is a reasonable adjustment to compensate for the site challenges you have outlined.

Rob Walker, AIA – LEED AP

Rob Walker Architects, LLC

ph.205.254.3212

cell.205.542.0342

www.robwalkerarchitects.com

2017 AIA Bethune Fellow

2016 Chair – AIA Small Firm Exchange

From: Glen Merchant <merchantg@mtnbrook.org>

Sent: Wednesday, July 20, 2022 10:29 AM

To: Walter Schoel III <wsiii@schoel.com>; Ben Watson <ben@liveoakengineering.com>; PE Darren Hamrick <dhamrick@sain.com>; Philip Black <Phil@bgrouparch.com>; Rob Walker <rob@rw4arch.com>; Hank Long <hanklong@bellsouth.net>

Cc: Leland Rhudy <rhudy1@mtnbrook.org>

[Quoted text hidden]

[Quoted text hidden]

Sec. 109-31. - Building codes—Adoption by reference.

- (a) Except as provided herein, the International Building Code - 2021 Edition ("ICC Building Code"), 2021 International Fire Code (IFC), International Residential Code - 2021 Edition (the "IRC") and - 2021 Edition ("the ISPSC") International Swimming Pool and Spa Code, as published by the ICC and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the building code of the city by reference as though they were copied herein.
- (b) With respect to the ICC Building Code and the IRC, the city modifies the forms proposed by the ICC as follows:

(i) *Section [A]101.4. of ICC Building Code - Referenced codes:* The following codes that are referenced in this Section of the ICC Building Code are not adopted: (a) the International Property Maintenance Code referenced in Section 101.4.4; and (b) the International Existing Building Code referenced in Section 101.4.7.

(ii) *Section [A] 109.2 of ICC Building Code & Section R108.2 of IRC - Schedule of Permit Fees:* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

(iii) *Sections [A] 111.1 of ICC Building Code & R110.1 of IRC - Use and Occupancy.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Use and occupancy. No residential building or structure shall be used or occupied, and no change in the existing occupancy classification of a residential building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official and the City Manager. No commercial building or structure shall be used or occupied, and no change in the existing occupancy classification of a commercial building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official, the fire official, and the City Manager. A certificate of occupancy shall not be issued until after the City Manager shall have determined that the building conforms to all provisions and regulations of the city with respect thereto, including its use under the zoning ordinances of the city. A certificate of occupancy (whether a temporary certificate of the regular certificate) issued without the signature or the building official, fire official (in the case of commercial buildings), and the City Manager shall not be deemed to be a certificate of occupancy issued under this code or under the city's zoning ordinance.

(iv) *Sections [A] 113 of ICC Building Code & R112 of the IRC - Board of Appeals.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.

- (v) *Sections [A]114.4 of ICC Building Code & R113.4 of IRC- Violation Penalties.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

R113.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of these codes, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

- (vi) *Chapter 11 of IRC- Energy Efficiency. This Chapter is adopted except as follows: (a) notwithstanding any provisions contained in Chapter 11 or elsewhere in the IRC, the Energy Efficiency requirements in the IRC shall not be applicable to the repair, renovation, alteration or reconstruction of existing buildings and structures; and (b) the minimum standards for insulation to be used in connection with the repair, renovation, alteration or reconstruction of existing buildings and structures shall not be less than R-30 for ceiling spaces, R-13 for walls and R-19 for floors.*

- (vii) *Section P2904 of the IRC- Dwelling Unit Fire Sprinkler Systems.* This Section is adopted, but the following provision is added as P2904.8.9:

P2904.8.9 Residential Sprinkler Exemption. Notwithstanding any provision in this Section P2904 or elsewhere in the IRC, any homeowner, upon application to the City's building official, may request an exemption to the sprinkler system requirements of P2904.1 for a dwelling and such exemption shall be granted upon satisfaction of each of the following:

- a. The applicant must either confer with the City Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems;
- b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system;

Exceptions:

- i. No exemption shall be granted for any dwelling constructed less than 7 feet from the property line, where emergency apparatus vehicular access is by way of a driveway with an elevation change of greater than 10%, or where the dwelling structure is located 250 feet or more from the public right of way, unless otherwise granted by the Fire Marshall after review and approval of other alternatives provided in the IFC and a determination that such alternatives are sufficient to meet the objectives of the IFC, and
- ii. No exemption shall be granted for 2-family or more dwelling units.
- iii. (Local Amendment Exception) Section 506.2.1 of the 2018 IRC to allow compacted fill material section to allow for the common engineering practice of between 24-60" of #57 compacted gravel stone backfill under a concrete slab floor for over excavation situations with #4 rebar on 16" center both directions or other approved reinforcement material.

iv. (Local Amendment Exception) Section 302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 3/8" thickness solid or honeycomb core steel doors not less than 1 3/8" or 20 minute fire rated automatic closing device or self-closing doors. (Doors shall be self-latching -shall be omitted from the adoption)

v. (Local Amendment Exception) Section R312.1.1 Where required. Guards shall be provided for those portions of open sided walking surfaces including floors, stairs, ramps and landings that are located more than 30 inches measured vertically to the floor or grade below. (At any point within 36 inches horizontally to the edge of the open side- shall be omitted from the adoption) Insect screening shall not be considered as a guard.

(Code 1996, § 4-1; Ord. No. 492, § 1; Ord. No. 656, § 1; Ord. No. 850, § A; Ord. No. 939, § A, 3-23-1987; Ord. No. 978, § 1, 6-13-1988; Ord. No. 1055, § 1, 2-10-1992; Ord. No. 1182, § 1, 12-12-1994; Ord. No. 1358, § 1, 6-14-1999; Ord. No. 1615, § 1, 1-12-2004; Ord. No. 1663, § 2, 4-11-2005; Ord. No. 1720, § 1, 11-13-2006; Ord. No. 1737, § 1, 6-25-2007; Ord. No. 1807, § 1, 1-11-2010; Ord. No. 1876, § 1, 9-10-2012; Ord. No. [1929](#), § 1, 2-9-2015)