

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

NOVEMBER 28, 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 11282022).

1. Resolution recognizing Alice Womack for her years of service on the Mountain Brook City Council
2. Recognize the City of Mountain Brook for receiving the National Safety Council 2021 Training Center of the Year Award for both the 4 and 8 hour Defensive Driving School
3. Approval of the minutes of the November 14, 2022, regular meeting of the City Council.
4. Resolution authorizing the architect/engineering agreement between the City and Goodwyn Mills Cawood LLC with respect to the Junior High Athletic Field Project
5. Resolution executing a contractor agreement between the city and Wilbanks Engineering and Environmental Solutions LLC with respect to the Streambank Restoration at Jemison Park
6. Resolution accepting the change order with JD Morris Construction Co. with respect to the Northcote Drive Culvert Replacement project
7. The Mayor to announce two (2) appointments to the Planning Commission
8. Comments from residents and attendees
9. Announcement: The next regular meeting of the City Council is December 12, 2022 at 7:00 p.m.
10. Adjourn

RESOLUTION

WHEREAS, Alice Womack served as the President of the Mountain Brook Chamber of Commerce from 2007-2008 and;

WHEREAS, Alice Womack served as the Council liaison to the Chamber of Commerce from November 3, 2014 to November 7, 2022, contributing greatly to the success of the organization and the business community by being a supportive advocate for the betterment of the members and;

WHEREAS, Alice Womack was appointed to the Finance committee on January 28, 2008 and was reappointed to the Finance committee on February 27, 2012 and;

WHEREAS, While on the Finance Committee, Mrs. Womack provided valuable insight into the management of the defined pension plan including the decisions to systematically contribute more than the actuarially determined required contribution starting in fiscal year 2017 and the decision to grant Tier 1 benefits to Tier 2 members starting October 1, 2021 and;

WHEREAS, Alice Womack thoughtfully guided the City’s development of policies and practices with respect to the compensation plan serving on the Compensation sub-committee and;

WHEREAS, Alice Womack has served as Council liaison to the Village Design Review Committee from November 3, 2014 to November 7, 2022 and;

WHEREAS, As a part of Village Design Review Committee, Mrs. Womack, tirelessly worked to raise the quality of the built environment in the Mountain Brook Villages for businesses and the public, and her input has always stemmed from a belief in the specialness of Mountain Brook and its villages and;

WHEREAS, Alice Womack was elected to the Mountain Brook City Council Place 1 that commenced on November 3rd, 2014 and was re-elected to the Mountain Brook City Council Place 1 that commenced on November 5, 2018 and;

WHEREAS, Alice Womack’s endless commitment and strong work ethic and compassion made her a council member that will be sorely missed and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mountain Brook thank Alice Womack for her exemplary service in the many capacities she served within the City of Mountain Brook to the residents and to the City of Mountain Brook.

ADOPTED: This 28th day of November 2022.

Council President

APPROVED: This 28th day of November 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 November 28, 2022, as same appears in the minutes of record of said meeting.

City Clerk

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 14, 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 6:00 p.m. on the 14th day of November, 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
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Change order for the parking lot fill project by Field #1

Sam Gaston-City Manager

- Change order is from Morris Shea for them removing trees
- Change order is for \$13,679.45
- The work has already been completed by Morris Shea

Billy Pritchard-Council President Pro Tempore

- If approved, then no more requests for payment for this project at this site without the council approving the change order in advance

Lloyd Shelton-Council Member

- Change orders are typically approved before the work has been completed

Sam Gaston

- There should be no more change orders for this project

Virginia Smith-Council President

- The contract stated Morris Shea would pay for labor materials and equipment needed
- Inquired about the equipment charge of \$3,329.45 on the change order and asked Sam Gaston to contact Morris Shea regarding the equipment charge
- Item added to the formal agenda (Resolution No. 2022-187)

2. Contract with Focus Creative Birmingham for social media management communications consulting and other services

Stuart Franco-Focus Creative Birmingham

- Will be updating/upgrading the City's communications for the City
- Creating a dynamic social media with Facebook, Instagram and Twitter
- Making better graphics and content creations on a routine basis so there is better engagement with the city

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2022-188)

3. Board of Landscape Design (BLD) re-appointments

Dana Hazen-Director of Planning, Building and Sustainability

- The Board of Landscape Design has two appointments
- The board voted unanimously to reappoint Ro Holman and Elizabeth Poyner to the BLD
- There was one (1) additional résumé submitted

Virginia Smith-Council President

- Want to encourage all new applicants to sit in on various boards to see if they are interested in serving on these boards
- Item added to the formal agenda (Resolution No. 2022-189 and 2022-190)

4. Conditional Use application for Watkins Branch to serve lunch at 2708 Culver Road

Kalyna Jowyk-Watkins Branch General Manager

- They are looking to expand their business by providing lunchtime service
- Have 28 indoor seats, 8 barstools, and 5 tables
- Looking to push to-go and curbside orders for the lunchtime service

Lloyd Shelton-Council Member

- In letter submitted it stated 28 seats and serving 70 people within the 2 hour block

Kalyna Jowyk

- The number of 70 provided in letter includes to-go orders
- Plan is to turn the tables 1 ½ times depending on foot traffic within the 2 hour block

Billy Pritchard-Council President Pro Tempore

- Appreciates their request and business but does not think it is the right thing to do at this time
- There is no parking at that location
- Would like to hold off until Lane Parke is open to see how parking is affected

Gerald Garner-Council Member

- In favor of conditional use
- Pro-business and anti-parking because parking will work itself out

Lloyd Shelton-Council Member

- In favor of conditional use

Graham Smith-Council Member

- In favor of the conditional use
- Suggested they scale back and open on Mondays for lunch

Virginia Smith-Council President

- In favor of the conditional use
- The location is small and does not think it would have a negative impact on parking
- Item added to the formal agenda (Resolution 2022-191)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a pending litigation and 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 President Virginia Smith. 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
 Graham L. Smith
 Lloyd C. Shelton

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:21 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on November 14, 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 November 28, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 14, 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 7:00 p.m. on the 14th day of November, 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
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

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-BOY SCOUTS

Rayner Brom-Troup 320 out of Mountain Brook Baptist Church

- Present for Communications Merit badge

Jude Moore, Jack Robinson, Maxwell Brown, and Davis Echols-Troup 63 out of Canterbury Church

- Present for Citizens in Community Merit badge

2. SMALL BUSINESS PROCLAMATION NO. 2022-182 (EXHIBIT 1)

Billy Pritchard-Council President Pro Tempore

- Presented Emily Jensen with the Proclamation

3. NATIVE AMERICAN INDIAN HERITAGE MONTH PROCLAMATION NO. 2022-185 (EXHIBIT 2)

Virginia Smith-Council President

- Presented Jesse Schniper with the Proclamation

4. OATH OF OFFICE TO COUNCIL MEMBER LLOYD C. SHELTON (APPENDIX 1)

Judge Hariston administered the oaths of office to Council Member Lloyd C. Shelton (Appendix 1).

5. MOUNTAIN BROOK CHAMBER OF COMMERCE SEMI-ANNUAL REPORT

Emily Jensen-Chamber of Commerce Executive Director

- Purpose is to promote businesses, communities, and quality of life in Mountain Brook
- As of November 10th 2022, have 409 members
- Aiming for 500 members
- Taken steps to list ribbon cuttings on FaceBook to let individuals know they are supported
- Continue to engage members with luncheons, merchant meetings, tent sale, etc.
- Social Media reach is growing (FaceBook increased 94% and Instagram increased 538%)
- Village Gold is a digital platform and created \$252,000 in sales that stays in community
- Community engagement-In the summer had a promotion “Eating for Gold” which helped get the community out and enjoying the community
- During election had a meet and greet with the candidates
- Junior Board raised \$20,000 for Friends of Jemison Park
- Holiday open house is kicking off on December 1st. A trolley will run between English Village and Mountain Brook village in Lane Parke.
- Santa will be in the holiday parade on December 4th, 2022.
- Chamber quarterly luncheon will be held on November 16th, 2022
- Looking ahead-in process of re-designing website, member retention and retraction campaign for 2023, and creating brand conformity, and strategic planning process.

6. CONSENT AGENDA

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

Approval of the minutes of the October 24, 2022, regular meeting of the City Council
 Approval of the minutes of the November 7, 2022, organizational meeting of the City Council and Mountain Brook Emergency Communications (E911) District

2022-182	Small Business Proclamation	Exhibit 3, Appendix 2
2022-183	Authorize the sale or disposal of certain surplus property (Library)	Exhibit 4, Appendix 3
2022-184	Authorize the agreement for consulting services between the City and Schoel Engineering Co. with respect to the Lorena Lane and Fairmont Drive Area drainage project.	Exhibit 5, Appendix 4
2022-185	National American Indian Heritage Month	Exhibit 6, Appendix 5
2022-186	Award the bid [B-20220830-817] for the janitorial services contract at the O’Neal Library to Hills Janitorial Services	Exhibit 7, Appendix 6
2022-187	Authorize the execution of Morris Shea Bridge Company change order No. 1 with respect to the fill project at Mountain Brook Athletic Complex Field #1.	Exhibit 8, Appendix 7
2022-188	Execute a social media and communications contract with Cotton State Media LLC (DBA Focus Creative Birmingham) with respect to the social media management, communications consulting, videography, photography, and graphic design services for Mountain Brook	Exhibit 9, Appendix 8

2022-189	Re-appoint Ro Holman to the Board of Landscape Design with the term of office to end November 25, 2025	Exhibit 10, Appendix 9
2022-190	Re-appoint Elizabeth Poyner to the Board of Landscape Design with the term of office to end November 25, 2025	Exhibit 11, Appendix 10

Thereupon, the foregoing minutes, proclamations and resolutions (Nos. 2022-183, 184, 186 through 2022-190), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamations and resolutions were then considered by the City Council. Council President Pro Tempore seconded the motion to adopt the foregoing minutes, proclamations, 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
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamations and resolutions (Nos. 2022-183, 184, 186 through 2022-190) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

7. CONSIDERATION OF RESOLUTION NO. 2022-191 APPROVING THE CONDITIONAL USE APPLICATION (LUNCHTIME OPERATION FOR WATKINS BRANCH TO BE LOCATED AT 2708 CULVER ROAD)

Council Member Garner made a motion to approve the conditional use application (lunchtime operation for Watkins Branch to be located at 2708 Culver Road).

Thereupon, the resolution was then considered by the City Council. Council Member Graham Smith seconded the motion to approve the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith

Nays: William S. Pritchard III, Council President Pro Tempore

Council President Smith thereupon declared that said Resolution is approved by a vote of 4—1.

8. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is November 28, 2022, 7:00p.m.

9. ADJOURNMENT

There being no further business to come before the City Council, President Virginia Smith adjourned the meeting at approximately 7:20 p.m.

10. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on November 14, 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 November 28, 2022

**EXHIBIT 1
PROCLAMATION NO. 2022-182**

WHEREAS, the government of Mountain Brook, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, Mountain Brook supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of Mountain Brook, Alabama do hereby proclaim, November 26, 2022, as

“SMALL BUSINESS SATURDAY”

RESOLUTION NO. 2022-193

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the architect/engineering agreement between the City and Goodwyn Mills Cawood LLC. (GMC), in the form attached hereto as exhibit A, with respect to the Junior High Athletic Field Project.

ADOPTED: This 28th day of November, 2022.

Council President

APPROVED: This 28th day of November, 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 November 28, 2022, as same appears in the minutes or record of said meeting.

City Clerk

(1)

B.C. Project No. _____

To be completed using ABC Form B-3, "Checklist for Preparation of Agreement Between Owner and Architect"

AGREEMENT BETWEEN OWNER AND ARCHITECT

• Supplemented by ABC Form B-2A, Standard Articles of the Agreement Between Owner and Architect •

(2) **DATE of this AGREEMENT: The Seventeenth Day of November, Two Thousand Twenty-Two**

(3) **The OWNER(s):**

**City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213**

(4) **The ARCHITECT**

ENGINEER (substitute "Engineer" for "Architect" hereinafter)
**Goodwyn Mills Cawood LLC
2660 Eastchase Lane, Suite 200
Montgomery, AL 36117**

FEIN 63-0906620

(5) **The PROJECT:** *(Insert full description of Project, Location, Address, and Scope)*

205 Overbrook Rd., Birmingham, AL 35213

Design for Mountain Brook Junior High School Sports. Project to include conversion of existing grass sports field to synthetic turf for multiple sports. New construction of tennis courts with lighting and new parking lot along Overbrook Road. Small restroom building to be built as well.

[Local Funds]

(6) **BUDGET:** The Tentative Fixed amount budgeted by the Owner for the Cost of the Work is \$2,500,000.00

BASIC SERVICES: Unless otherwise provided in the Special Provisions, the Architect shall render Basic Services A, B, and C for the above-described Project in accordance with the "Standard Articles of the Agreement Between Owner and Architect".

(7) **BASIC FEE:** The Basic Fee to be paid the Architect shall be:

the Fixed Fee of _____ Dollars (\$ _____).

determined as a percentage of the Cost of the Work, at the Basic Fee Rate of **6.8** percent.

*See Special Provisions

(8) **PROJECT CLASSIFICATION:** As defined in the current edition of Chapter 4 - Supplement of the "Manual of Procedures of the Alabama Building Commission" this Project is classified as follows:

The Projects are classified in Building Group III

The Project is divided into Building Groups as stated in the Special Provisions of this Agreement

The Project does not fall within a Building Group; see the Special Provisions of this Agreement

(9) DETERMINATION of the BASIC FEE:

The Basic Fees have been determined in accordance with the current edition of Chapter 4 - Supplement of the "Manual of Procedures of the Alabama Building Commission"

The Project is also classified as Major Renovation and the Basic Fee includes a 0% increase of the "Schedule of Basic Fee Rates" for Major Renovation per Chapter 4 - Supplement, Section D.

The Basic Fee has been negotiated on the basis stated in the Special Provisions of this Agreement.

TIME PERIODS of the AGREEMENT:

(10) a. Pursuant to Standard Article 9, the Architect may terminate the Agreement if the Project is postponed or delayed by the Owner for more than 12 months.

b. The Design Schedule of Standard Article 11: 30 calendar days for Schematic Drawings;
15 calendar days for Preliminary Drawings
30 calendar days for Final Drawings.

(11) STANDARD ARTICLES:

By reference, the current edition of "Standard Articles of the Agreement Between Owner and Architect" (ABC Form B-2A) is incorporated herein as the terms, conditions, and requirements of this Agreement, subject only to such modifications or supplementation of the "Standard Articles" as may be stated as Special Provisions below.

(12) SPECIAL PROVISIONS:

12.0 Basic Fee Calculation-Group III per ABC Basic Fee Rates;

<u>Project</u>	<u>Tentative Budget</u>	<u>Fee</u>
Junior High Project	\$2,500,000	6.8% (\$170,000.00)
Schematic Design	10%	\$17,000.00
Design Development	15%	\$25,500.00
Construction Documents	50%	\$85,000.00
Bidding	5%	\$8,500.00
Construction Administration	20%	\$34,000.00

12.1 Fees for alternates approved by the Owner, designed or bid but not accepted, will be paid to the Architect to the extent Basic Services are completed.

12.2 Article 3.D.2 is hereby amended to provide reimbursement to Architect for cost of printing, shipping and handling, when these costs were not paid by the recipient.

12.3 Article 3 is hereby amended as follows:

1. Specialty consultants and other work, which is reimbursable to the Architect under this article, shall include in part, soils testing, land surveying, environmental surveys and engineering, and similar services, when performed under the direction of the Architect and as approved by the Owner.
2. For the purpose of Owner's reimbursement from the Contractor, and reimbursement payment to the Architect for additional construction administration time and expenses incurred by the Architect (if any), due to repetitive submittals and/or the Contractor's not completing this project by their contractual completion date, the Owner agrees to add to charges and liquidated damages chargeable to the Contractor under the Owner-Contractor Agreement (i.e.: "Construction Contract"), as follows:
 - 1) For review of any of the Contractor's shop drawings and submittals more than two times, and
 - 2) For construction administration and observation expenses incurred by the Architect after

Construction Contract completion date (other than one final inspection, one follow-up final inspection, one year-end/warranty inspection, and one follow-up year/end inspection).

- 12.4 The Architect/Engineer will be paid based on the cost of the Work of the project, as indicated, including in part, alternates approved by the Owner to the extent services are completed; and the actual fair market value of goods and services donated to or by the Owner. Cost of the work shall include taxes.
- 12.5 There shall be no reduction in fee for actual services provided due to deductive change order items, except in the case of unused contingency amounts.
- 12.6 Additional Services and Reimbursables: The Architect and design team may assist the Owner with other tasks upon mutual agreement and at the direction of the Owner. Fees, possible services and estimates shall be mutually agreed upon based on services selected. Advertisement for Construction shall be a reimbursable expense if not paid directly by the owner.
- 12.7 Construction Time Overrun: Inasmuch as the project Contractor's failure to perform in a timely manner is beyond the control of the Architect, it is hereby agreed that any Construction Administration Phase Services provided by the Architect beyond a period equal to 120% of a reasonable construction period, as mutually agreed upon by the Owner and Architect, will be deemed an Extra Service, provided said cost is reasonable and is recoverable by the Owner from the Contractor by way of liquidated damages or penalty as provided for in the Construction Contract.
- 12.8 The duty of preparing and assembling record drawings can be transferred to the Contractor via contract provisions. Delete the words Architect's inspection fee and substitute Architect's fee for administration of the Construction Contract. Reference to the Architect making "at least one inspection each week" is modified to indicate "at least an average of one site visit per week". Mechanical, electrical and plumbing engineers shall include a total of 2 site visits including above ceiling and final inspection.
- 12.9 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees or of any other persons performing portions of the Work. Neither the professional activities of the Architect, nor the presence of the Architect or its employees and consultants at the construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Architect and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's Agreement with the General Contractor.
- 12.10 Project Betterment: If, due to the Architect's error or omission, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
- 12.11 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 12.12 Waivers of Subrogation: To the extent that loss or damage is covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to proceeds of such insurance held by the Owner, Architect, or Contractor as fiduciary. The Owner or

Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. This waiver shall not be applicable to loss or damage that occurs after final acceptance of the Work.

- 12.13 In compliance with Act 2016-312, the contractor hereby verifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(If Special Provisions must be continued in an attachment, identify the attachment above.)

(13) **CONSULTANTS:** Pursuant to Standard Article 10, the consultants to be employed by the Architect are:
(Insert Name, Alabama Registration Number, Address, and Telephone Number)


Civil Engineer
Goodwyn Mills Cawood LLC
2500 5th Avenue South, Suite 200
Birmingham, AL 35233
Cole Williams, PE, AL Reg. #24119

Electrical Engineer
Goodwyn Mills Cawood LLC
2660 Eastchase Lane, Suite 200
Montgomery, AL 36117
John Averrett, PE, AL Reg. #26967

Architect
Goodwyn Mills Cawood LLC
2500 5th Avenue South, Suite 200
Birmingham, AL 35233

The Owner does hereby certify that the terms and commitments of this Agreement do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(14)

APPROVALS	CONTRACTING PARTIES
<p>By _____</p> <p>STATE OF ALABAMA BUILDING COMMISSION <i>(Not required for locally-funded SDE projects)</i></p> <p>By _____ Director, Technical Staff</p>	<p><u>Goodwyn, Mills, Cawood, LLC.</u> Architect</p> <p>By  _____ Signature of Officer of Firm</p> <p>Name & Title <u>John Bricken, PLA,</u> <u>Executive Vice President of Landscape Architecture</u></p> <p><u>City of Mountain Brook</u> Owner</p> <p>By _____</p> <p>Name & Title <u>Mr. Stewart Welch, Mayor</u></p>

RESOLUTION NO. 2022-194

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a contractor agreement, in the form as attached hereto as Exhibit A, between the City and Wilbanks Engineering and Environmental Solutions, LLC with respect to the Streambank Restoration at Jemison Park.

ADOPTED: This 28th day of November, 2022.

Council President

APPROVED: This 28th day of November, 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 meeting held on November 28, 2022, as same appears in the minutes of record of said meeting.

City Clerk

November 22, 2022

Dear Council Members,

I would like to hire Wilbanks Engineering to perform the work to grade and stabilize the eroding bank in Jemison Park. I have met with Zach, Nimrod Long, and some members of Friends of Jemison and we are all in agreement on what will be done.

Wilbanks will remove some trees along the bank that are already in danger of falling and use them to secure the bank in place. He will cut back the bank some and terrace it to allow the water more unobstructed room to flow, but stabilize it with rocks and vegetation so it will not continue to erode.

We want to get this work done before the end of the year so it does not interfere with any of the new trail improvement plans.

Thanks,

Shanda Williams
Superintendent of Parks and Recreation



WILBANKS ENGINEERING & ENVIRONMENTAL SOLUTIONS, LLC

November 8, 2022

Shanda Williams, CPRP
Parks & Recreation Superintendent
City of Mountain Brook
williamssh@mtnbrook.org

Re: Jemison Park, Mountain Brook, Alabama
Shades Creek Streambank Stabilization
Construction Services Proposal

Dear Ms. Williams:

In keeping with your request, Wilbanks Engineering & Environmental Solutions, LLC (Wilbanks) has prepared a proposal associated with implementing the design plans dated September 30, 2022, for stabilizing the right bank of Shades Creek within Jemison Park in Mountain Brook, Alabama.

1.0 Construction Services

- a) Mobilization & Demobilization of Equipment and Materials (if necessary)
- b) Harvesting on-site materials (trees, toe wood, rocks, sod, etc.)
- c) Coordination and delivery of off-site moss rock from Alabama Wholesale Stone
- d) Earthwork and Grading to form the grades and slopes of the design
- e) Installation of toe wood, moss rock armoring, sod, etc.
- f) Cleanup, seeding and mulching of disturbances

Total fixed not to exceed price..... **\$40,500.00**

A City Representative must approve each tree to be removed, rock material prior to delivery, and sod areas. Bare areas shall be seeded with a ryefescue seed mix and mulched. Rock material will be stockpiled close to the rock and relocated to the project site via skid steers and smaller equipment to minimize impacts.

You may consider this proposal good for a period of thirty (30) days from the date of this proposal. If you should have any questions or need additional information, please do not hesitate to contact our office at (205) 285-9696 or via email me at zach@wilbankseng.com.

Sincerely,

Zachary Wilbanks, PE
Principal Owner

CONTRACTOR AGREEMENT

Wilbanks Engineering and Environmental Solutions, LLC (hereinafter the “Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

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

Name of Project: Streambank Restoration at Jemison Park

Site of Project: Jemison Park
2615 Mountain Brook Parkway
Mountain Brook, AL 35223

2. Scope of Work. The Scope of Work is set forth on Exhibit A (which includes the November 8, 2022 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

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

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to two (2) months (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

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

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Forty Thousand, Five Hundred Dollars and Zero Cents (\$40,500.00) as compensation for performing the Work (the “Contract Price”). Unless agreed in a writing or amendment to this Agreement that is signed by duly

authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

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

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

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

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

7. Insurance/Safety/Indemnification.

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

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

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

(iii) *Workers Compensation/Employer's Liability:* Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

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

(c). *Indemnification.* Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable

attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the November 8, 2022 Contractor Proposal and the Project Plans (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

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

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

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

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

g. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

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

(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: _____

Date: _____

WILBANKS ENGINEERING AND ENVIRONMENTAL SOLUTIONS, LLC

By: _____

Its: _____

Date: _____

Project: Streambank Restoration in Jemison Park

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached November 8, 2022 Contractor Proposal and Project Plans dated September 30, 2022.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Contractor will complete this project by December 30, 2022 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

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

Contractor Project Representative:
Zach Wilbanks
210 Redmayne Road
Gardendale, AL 35071
Email: zach@wilbankseng.com
Day Tel #: 205-412-3373

4. Special Conditions:

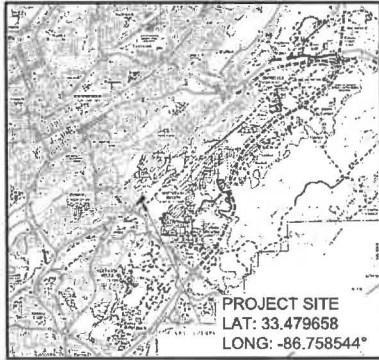
The purpose of this Contract is to remedy the erosion of the stream bank of Shades Creek behind the picnic tables in Jemison Park in the area shown on the Project Plans. The following shall constitute additional terms and conditions related to the Work:

1. Stabilization measures shall include the use of “toe wood”, which may be harvested from the park. No trees shall be harvested, cut or removed for such purposes unless specifically approved by the City Project Representative or her designee. Most of the previously identified trees to be harvested are already in jeopardy of falling from the erosion. If more trees are needed to be harvested and utilized than are approved to be harvested from the park, the Contractor will need to provide those from somewhere else.
2. Rocks used on the banks should match the native rocks found in the creek and park. The City Project Representative must approve any stone used on the Project. The City will pay for any preferred rock that cannot be equally substituted for the rock specified on the plan.
3. No sod shall be harvested from the park unless or until the City Project Representative has approved same, including the specific location from which the sod shall be harvested. The depth of the sod should be as minimal as possible to stabilize the bank work and preserve the harvest site. The

harvested site will be filled with an approved fill material and seeded with a rye/fescue blend by the Contractor.

4. Due care should be taken not to disturb surrounding areas of the Park, except to the extent absolutely necessary to conduct the Work. The City reserves the right to make adjustments to the Project Plans to minimize the loss of surrounding trees and to allow sufficient room for the existing and proposed trail system in the Park. Heavy equipment shall be limited to the area around the parking pad located in the area designated as "Parking Access" on the Title Sheet of the Project Plans. Materials to be utilized on the Project shall be deposited as close to Mountain Brook Parkway and hauled to the work site by smaller equipment such as a skid steer.

VICINITY MAP



SCALE 1" = 2 MILES

SHADES CREEK (JEMISON PARK) STREAM BANK STABILIZATION PROJECT STREAM DESIGN PLANS

1. 09/30/2022: DRAFT PLANS

2.

3.

PROJECT CONTACT INFO:
THE CITY OF MOUNTAIN BROOK
PROJECT MANAGER - SHANDA WILLIAMS
EMAIL: williamsh@mtbrook.org
PHONE: (205) 902-3879

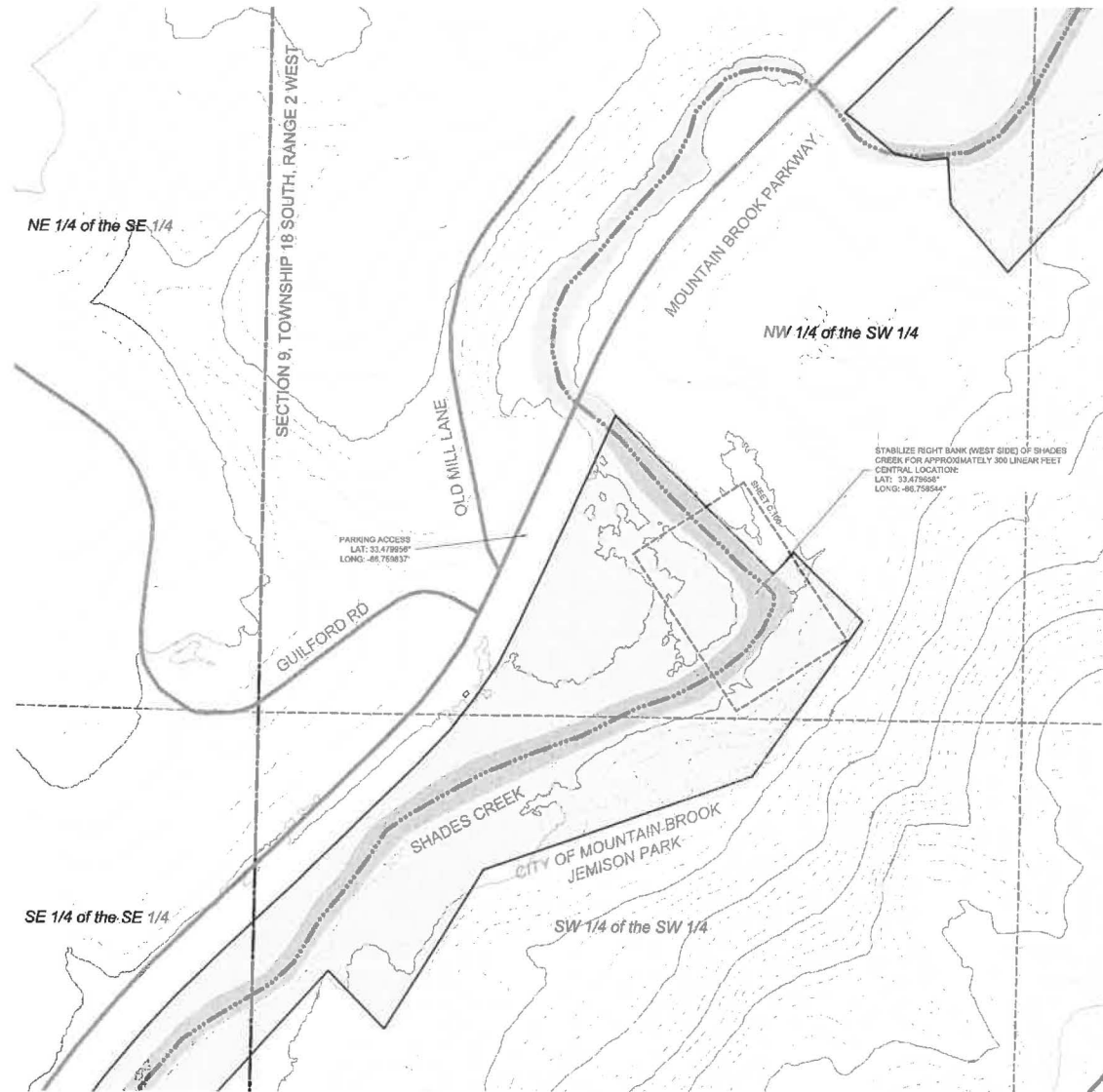
DESIGNER POINT OF CONTACT:
WILBANKS ENGINEERING & ENVIRONMENTAL SOLUTIONS, LLC
PROJECT ENGINEER - ZACHARY WILBANKS
EMAIL: zach@wilbankseng.com
PHONE: (205) 285-9696

LEGEND

- PROJECT PROPERTY
- SECTION LINE
- FORTY ACRE LINE
- 900 EXISTING CONTOUR (10-FT)
- EXISTING STREAM

INDEX OF DRAWINGS

- | | |
|-------|------------------|
| C.000 | TITLE SHEET |
| C.100 | AERIAL SITE PLAN |
| C.200 | PLAN & PROFILE |
| C.300 | CROSS-SECTIONS |
| C.400 | DETAILS & NOTES |



CAHABA RIVER WATERSHED
HYDROLOGIC UNIT CODE: 03150202
SECTION 9, TOWNSHIP 18 SOUTH, RANGE 2 WEST,
ALL IN JEFFERSON COUNTY, ALABAMA

COORDINATE SYSTEM IS NAD83 ALABAMA STATE PLANE,
WEST ZONE, US FOOT

NO BOUNDARY SURVEYS WERE PERFORMED. THE
LOCATION OF SECTIONS, PROPERTY LINES AND UTILITIES
ARE ESTIMATED.



PROJECT NO. 20220711-01

THE CITY OF MOUNTAIN BROOK
SHADES CREEK (JEMISON PARK)

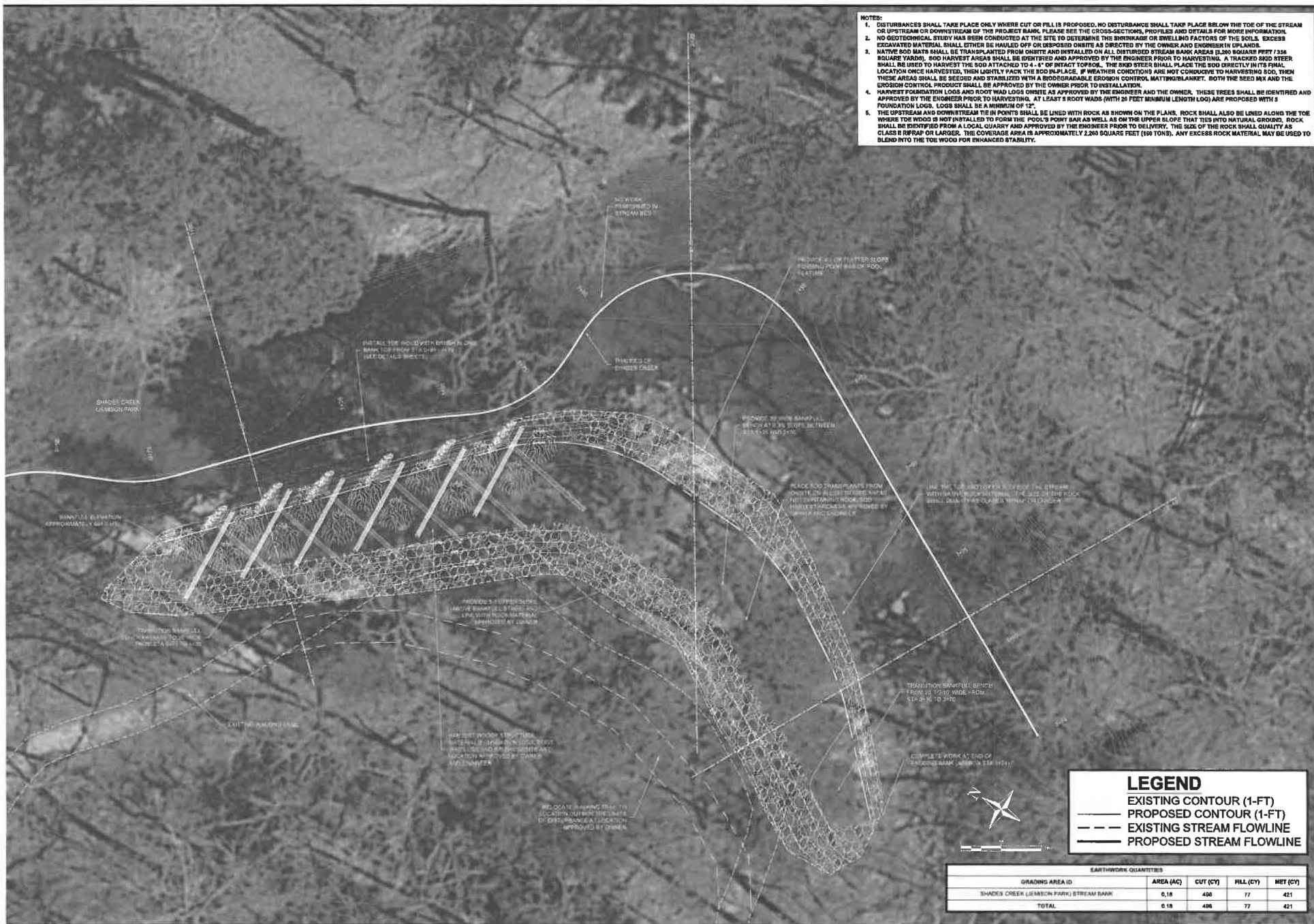
DRAWN BY: ZBW | DATE: 09/30/2022

TITLE SHEET

WILBANKS ENGINEERING
& ENVIRONMENTAL SOLUTIONS, LLC
210 REDWAYNE RD, GARDENDALE, AL 36071 (205) 882-6696



C.000



- NOTES:**
1. DISTURBANCES SHALL TAKE PLACE ONLY WHERE CUT OR FILL IS PROPOSED, NO DISTURBANCE SHALL TAKE PLACE BELOW THE TOE OF THE STREAM OR UPSTREAM OR DOWNSTREAM OF THE PROJECT BANK. PLEASE SEE THE CROSS-SECTIONS, PROFILES AND DETAILS FOR MORE INFORMATION.
 2. NO GEOTECHNICAL STUDY HAS BEEN CONDUCTED AT THE SITE TO DETERMINE THE SHRINKAGE OR SWELLING FACTORS OF THE SOILS. EXCESS EXCAVATED MATERIAL SHALL EITHER BE HAULED OFF OR DISPOSED ONSITE AS DIRECTED BY THE OWNER AND ENGINEER IN WRITING.
 3. NATIVE SOIL MATS SHALL BE TRANSPLANTED FROM ONSITE AND INSTALLED ON ALL DISTURBED STREAM BANK AREAS (2,200 SQUARE FEET / 256 SQUARE YARDS). SOIL HARVEST AREAS SHALL BE IDENTIFIED AND APPROVED BY THE ENGINEER PRIOR TO HARVESTING. A TRACKED SOIL STEER SHALL BE USED TO HARVEST THE SOIL ATTACHED TO 4'-6" OF INTACT TOPSOIL. THE SOIL STEER SHALL PLACE THE SOIL DIRECTLY IN ITS FINAL LOCATION ONCE HARVESTED, THEN LIGHTLY PACK THE SOIL IN PLACE. IF WEATHER CONDITIONS ARE NOT CONDUCTIVE TO HARVESTING SOIL, THEN THESE AREAS SHALL BE SEEDED AND STABILIZED WITH A BIODEGRADABLE EROSION CONTROL MAT/TROUSSEAU. BOTH THE SEED MIX AND THE EROSION CONTROL PRODUCT SHALL BE APPROVED BY THE OWNER PRIOR TO INSTALLATION.
 4. HARVEST FOUNDATION LOGS AND ROOT WAD LOGS ONSITE AS APPROVED BY THE ENGINEER AND THE OWNER. THESE TREES SHALL BE IDENTIFIED AND APPROVED BY THE ENGINEER PRIOR TO HARVESTING. AT LEAST 5 ROOT WADS (WITH 20 FEET MINIMUM LENGTH LOG) ARE PROPOSED WITH 5 FOUNDATION LOGS. LOGS SHALL BE A MINIMUM OF 12".
 5. THE UPSTREAM AND DOWNSTREAM TIE IN POINTS SHALL BE LINED WITH ROCK AS SHOWN ON THE PLANS. ROCK SHALL ALSO BE LINED ALONG THE TOE WHERE THE WOOD IS NOT INSTALLED TO FORM THE POOL'S POINT BAR AS WELL AS ON THE UPPER SLOPE THAT TIES INTO NATURAL GROUND. ROCK SHALL BE IDENTIFIED FROM A LOCAL QUARRY AND APPROVED BY THE ENGINEER PRIOR TO DELIVERY. THE SIZE OF THE ROCK SHALL QUALIFY AS A CLASS 5 DEPOSIT OR LARGER. THE COVERAGE AREA IS APPROXIMATELY 2,200 SQUARE FEET (160 TONS). ANY EXCESS ROCK MATERIAL MAY BE USED TO BLEND INTO THE TOE WOOD FOR ENHANCED STABILITY.

LEGEND

- EXISTING CONTOUR (1-FT)
- PROPOSED CONTOUR (1-FT)
- - - EXISTING STREAM FLOWLINE
- PROPOSED STREAM FLOWLINE

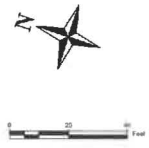
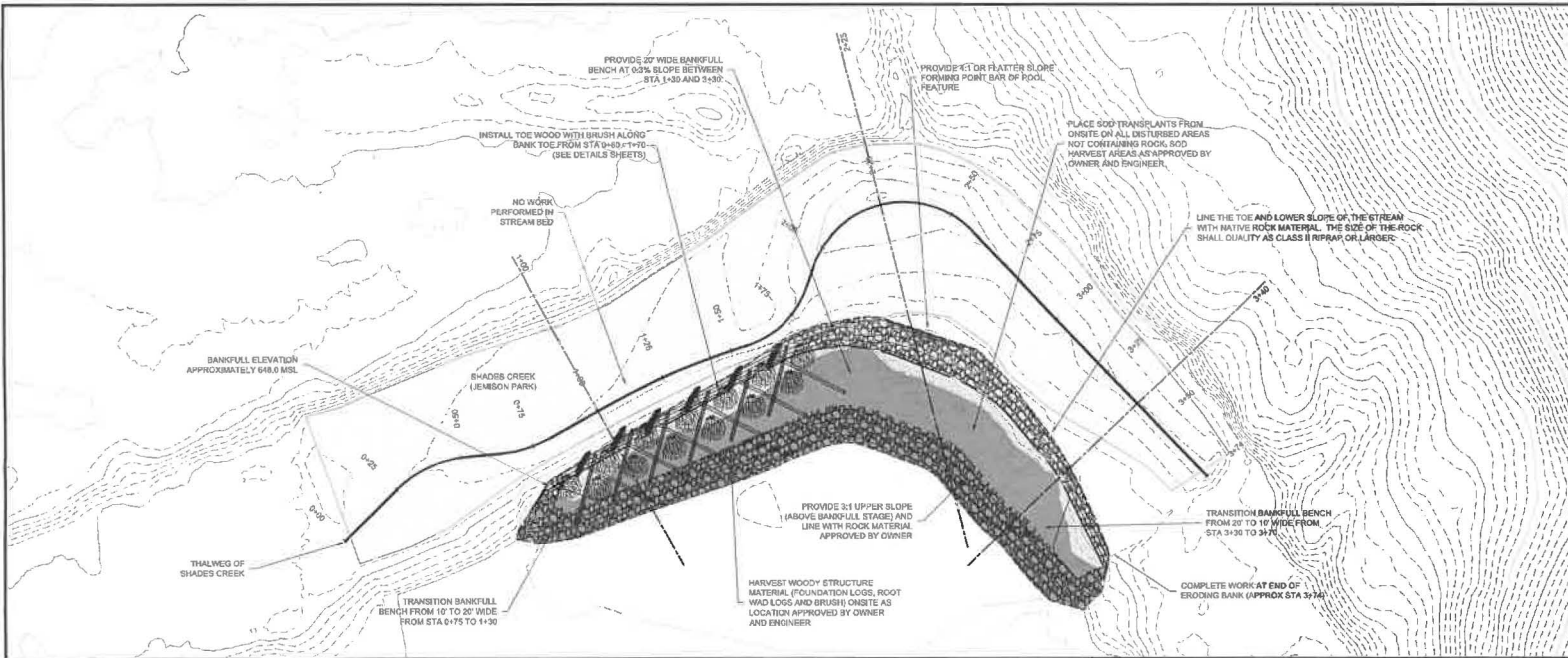
EARTHWORK QUANTITIES

GRADING AREA ID	AREA (AC)	CUT (CY)	FILL (CY)	NET (CY)
SHADES CREEK (JEMISON PARK) STREAM BANK	0.18	406	77	421
TOTAL	0.18	406	77	421

PROJECT NO. 20220711-01
 THE CITY OF MOUNTAIN BROOK
 SHADES CREEK (JEMISON PARK)
 DRAWN BY: ZBW DATE: 09/30/2022

AERIAL SITE PLAN

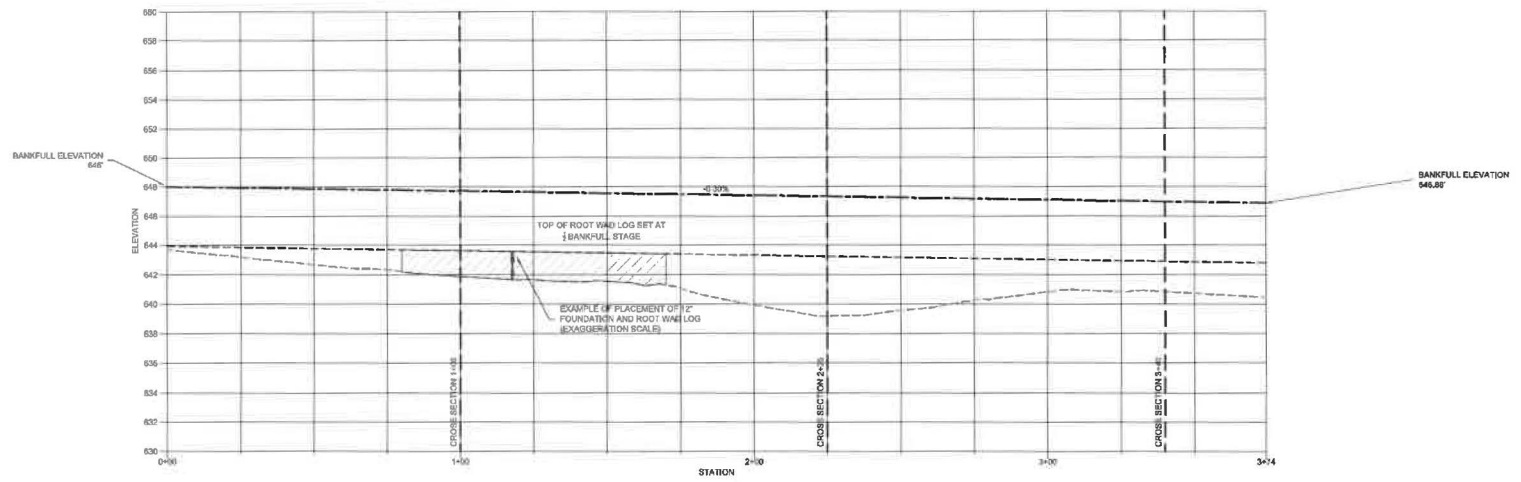
WILBANKS ENGINEERING & ENVIRONMENTAL SOLUTIONS, LLC
 210 REDMAYNE RD, GARDENDALE, AL 36071 (205) 284-9888



LEGEND	
--- 200 ---	EXISTING CONTOUR
—	PROPOSED CONTOUR
—	EXISTING STREAM
—	PROPOSED STREAM
▭	FILL AREAS
▭	CUT AREAS
▭	EXISTING CHANNEL

HORIZONTAL SCALE: 1" = 15'
 VERTICAL SCALE: 1" = 3'

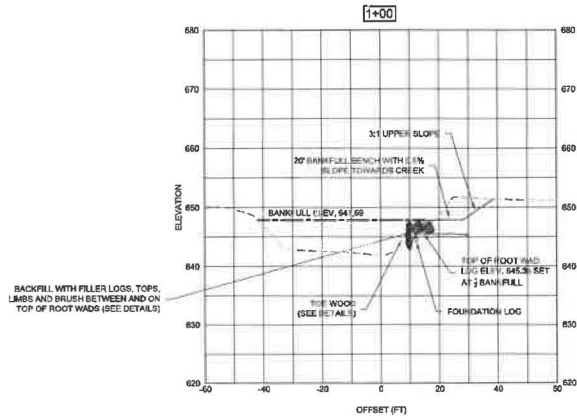
---	EXISTING GROUND	—	PROPOSED BANKFULL	—	PROPOSED THAWLEG
-----	-----------------	---	-------------------	---	------------------



PROJECT NO. 20220711-01
 THE CITY OF MOUNTAIN BROOK
 SHADES CREEK (JEMISON PARK)
 DRAWN BY: ZBW DATE: 09/30/2022

PLAN & PROFILE

WILBANKS ENGINEERING
 & ENVIRONMENTAL SOLUTIONS, LLC
 210 REDWAYNE RD, GARDENVALE, AL 36071 (256) 285-6895



BACKFILL WITH FILLER LOGS, TOPS, LIMBS AND BRUSH BETWEEN AND ON TOP OF ROOT WADS (SEE DETAILS)

STATION 1+00
 RUN/POOL FEATURE
 BANKFULL ELEV = 647.69 FT
 MAX DEPTH = 5.9 FEET

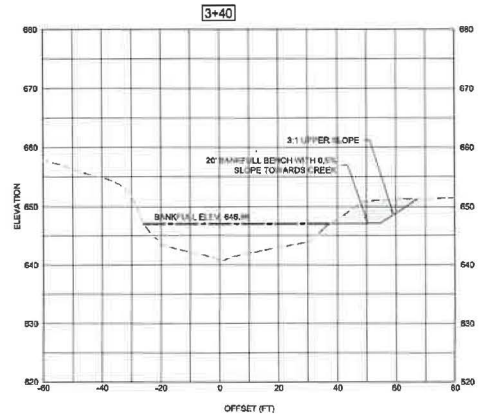
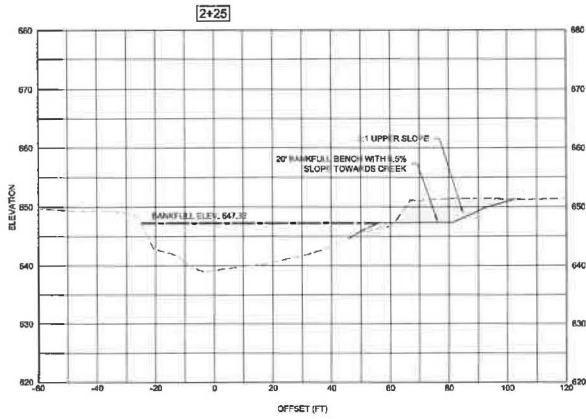
STATION 1+00
 POOL FEATURE
 BANKFULL ELEV = 647.32 FT
 MAX DEPTH = 8.3 FEET

STATION 1+40
 POOL/GLIDE FEATURE
 BANKFULL ELEV = 646.96 FT
 MAX DEPTH = 6.1 FEET

LEGEND

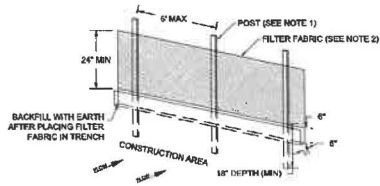
- EXISTING GROUND
- PROPOSED GROUND
- ▨ CUT AREA
- ▩ FILL AREA

HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 10'



CROSS-SECTIONS

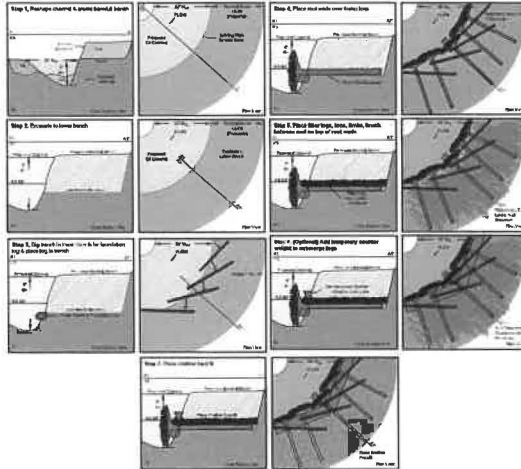




- NOTES**
- SEE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS (2018 VERSION) FOR MORE DETAIL.
 - POSTS SHALL BE EITHER 3/4\"/>

	GAUGE	CROWN	LEGS	STAPLES (INCH)
WIRE STAPLES	17 MIN.	1/4\"/>		
	GAUGE	LENGTH	BUTTON HEAD	NAIL POINT
NAILS	14 MIN.	1\"/>		

(SB) SEDIMENT BARRIER (SILT FENCE) - TYPE B
NOT TO SCALE



REFERENCE: ALL IMAGES TAKEN AND ADAPTED FROM MULCHLAND HYDROLOGY (DAVE ROSS) THESE ARE TYPICAL DRAWINGS AND DO NOT NECESSARILY REFLECT THE DIMENSIONS PROPOSED WITHIN THIS SPECIFIC PROJECT. PLEASE SEE THE SITE SPECIFIC CROSS-SECTIONS AND SITE PLANS FOR SPECIFIC DIMENSIONS

- NOTES:**
- RESHAPE CHANNEL & CREATE BANKFULL BENCH
 - EXCAVATE TO LOWER BENCH
 - DIG TRENCH IN LOWER BENCH FOR FOUNDATION LOG & PLACE LOG IN TRENCH
 - PLACE ROOT WAD OVER FOOTER LOGS
 - PLACE FILLER LOGS, LIMBS, AND BRUSH BETWEEN AND ON TOP OF ROOT WADS (OPTIONAL): ADD TEMPORARY COUNTER WEIGHT TO SUBMERGE LOGS
 - PLACE SHALLOW BACKFILL
 - REMOVE TEMPORARY COUNTER WEIGHT (IF NECESSARY) AND IMPLEMENT PLANTING

- LOG SPECIFICATIONS:**
- MINIMUM FOUNDATION AND ROOT WAD LENGTH = 20 FEET MINIMUM
 - LOG DIAMETER = 1 FOOT MINIMUM
 - NO SPECIFICATION ON SPECIES, SHALLOW ROOTED TREES PREPARED FOR LARGER FAN
 - RATIO OF ROOT FAN DIAMETER TO BOLE DIAMETER = 4 MINIMUM
 - TAKEOFF: 5 FOUNDATION LOGS, 5 ROOT WADS (WITH FANS)

(TW) TOE WOOD WITH
ROOT WADS
NOT TO SCALE

CONSTRUCTION NOTES:

- THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF CONSTRUCTION IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL IDENTIFY THE PROJECT BOUNDARY, LIMITS OF DISTURBANCE, SENSITIVE AREAS AND STAGING AREAS WITH THE OWNER OR ENGINEER.
 - THE CONTRACTOR SHALL MOBILIZE EQUIPMENT, MATERIALS, PREPARE STAGING AREAS, AND STOCKPILE AREAS IN AN UPLAND AREA ON THE PROPERTY.
 - CONSTRUCTION TRAFFIC SHALL BE LIMITED TO LIMITS OF DISTURBANCE AS INDICATED ON THE PLANS AND AS DIRECTED BY THE ENGINEER.
 - THE TEMPORARY STAGING AREAS SHOULD BE APPROVED BY THE ENGINEER AND USED FOR EQUIPMENT STAGING, STORAGE, MAINTENANCE AND CLEANUP, CONTRACTOR PARKING, TEMPORARY RESTROOMS, AND ALL ONSITE FUELING (IF NECESSARY) SHOULD TAKE PLACE WITHIN THESE AREAS AS WELL. MINIMIZE DISTURBANCES WITHIN THESE AREAS. A TEMPORARY GRAVEL LAYER 2-4\"/>

SEQUENCING NOTES:

- PHASE 1:** ESTABLISH TEMPORARY HAUL ROUTES AND STAGING AREAS) ALONG EXISTING AND TEMPORARY ACCESS ROADS. SCHEDULE PROJECT Kick-off MEETING WITH ENGINEER AND OWNER TO DISCUSS SEQUENCING IN THE FIELD TO ADDRESS ANY QUESTIONS OR CONCERNS.
- PHASE 2:** IDENTIFY 5 FOUNDATION LOGS ONSITE THAT ARE STRAIGHT AND AT LEAST 20 FEET LONG AND A DIAMETER OF AT LEAST 12 INCHES. PINE MAY BE USED FOR THE FOUNDATION LOGS. ALSO IDENTIFY 5 ROOT WAD LOGS THAT WILL HAVE A ROOT WAD FAN WITH A WIDTH AT LEAST 4 TIMES THE DIAMETER OF THE TREE TRUNK (HARDWOODS) AND 20 FEET LONG AND A DIAMETER OF AT LEAST 12 INCHES. ALL LOGS MUST BE APPROVED BY THE ENGINEER AND OWNER PRIOR TO HARVESTING. HARVEST ALL WOODY MATERIAL (E.G. FOUNDATION LOGS, ROOT WAD LOGS AND BRUSH) AND TRANSPORT TO THE PROJECT BANK. IDENTIFY AREAS TO HARVEST BRUSH AND FOR SOIL TRANSPLANTS.
- PHASE 3:** CLEAR AND GRUB THE EXISTING BRUSH OFF OF THE PROJECT BANK. THIS BRUSH MAY BE RE-PURPOSED AS BRUSH AND FILLER MATERIAL IN THE TOE WOOD STRUCTURES. INSTALL TEMPORARY SILT FENCING ON THE DOWN-GRACIENT RIVER SIDE OF THE STAGING AREA.
- PHASE 4:** BEGIN EXCAVATION OF THE PROJECT BANK AT THE UPSTREAM END ONLY EXCAVATING WHAT IS NECESSARY TO INSTALL THE FIRST GROUP OF FOUNDATION LOGS AND ROOT WAD LOGS. ALL WORK SHALL BE PERFORMED FROM THE BANK OR FORM A MID-SLOPE BENCH AND NOT FROM THE STREAM BED. FOLLOW THE STEPS DESCRIBED IN THE TOE WOOD DETAILS. BACKFILL SOIL IN 1-FT COMPACTED LIFTS FORMING A 3:1 SLOPE ABOVE THE BANKFULL STAGE. WORK IN A DOWNSTREAM DIRECTION PLACING THE EXCAVATED SOIL MATERIAL IMMEDIATELY UPSTREAM WORK. TOE WOOD HAS BEEN INSTALLED AND READY FOR SOIL LIFTS. CONTINUE IN THIS MANNER UNTIL REACHING THE EROSION STATION APPROXIMATELY STATION 4+85. INSTALL NATIVE SOIL TRANSPLANTS HARVESTED ON-SITE. ENSURE THAT AT LEAST 4\"/>

PROJECT NO. 20220711-01
THE CITY OF MOUNTAIN BROOK
SHADES CREEK (JEMISON PARK)
DRAWN BY: ZBW DATE: 09/30/2022

DETAILS & NOTES

WILBANKS ENGINEERING
& ENVIRONMENTAL SOLUTIONS, LLC
210 REDMAYNE RD, GADSDEN, AL 36041 (205) 784-9888



C.400

RESOLUTION NO. 2022-195

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts change order No. 1 requested by JD Morris Construction Co., in the form as attached hereto as Exhibit A, with respect to the Northcote Drive Culvert Replacement project (Resolution No. 2022-065).

ADOPTED: This 28th day of November, 2022

Council President

APPROVED: This 28th day of November, 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 November 28, 2022, as same appears in the minutes of record of said meeting.

City Clerk



November 21, 2022

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

Attn: Mr. Sam Gaston, City Manager

Project Reference: Northcote Drive Culvert Replacement
Bid No. 20550325-003
Bid Date: April 28, 2022
Change Order No.1

Mr. Gaston:

We are in receipt of a change order request from the prime contractor, JD Morris Construction. The change order is for the demolition and removal of trench rock. After review of the documentation submitted by the contractor, a field site visit, and discussion with Mr. Ronnie Vaughn, it has been deemed an appropriate change order request.

At this time, Schoel recommends consideration of a change order in the amount of \$ 5,733.

Feel free to reach out to me with any questions related to the request.

SCHOEL ENGINEERING CO., INC.

A handwritten signature in black ink, appearing to read "Mark Simpson", is written over the company name.

Mark Simpson, P.E., CFM
Senior Project Manager

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

Attachment:
Formal Change Order Request from JD Morris



J.D. MORRIS CONSTRUCTION CO., INC.
POST OFFICE BOX 70 | 5645 MYRON CLARK ROAD
McCALLA, ALABAMA 35111
Corporate: 205.425.5645
MBUSI Onsite: 205.409.6203

Schoel

Attn. : Mark Simpson

October 30, 2022

Ref: Northcote Drive Culvert Replacement
Mountain Brook Contract B-20220325-003

Subject: Additional Scope
Rock Demolition & removal
Sketch # JDM – SKRM1

Dear Sir,

This writing is a request summary for cost to Demolish and Remove Rock as shown on attached sketch. This work was performed October 18 thru 22 and I have a video of rock being demolished that I can send you. I texted you a message October 17, 2022. Clarification no. 4 of Contract excluded Rock Demolition and removal

Summary :

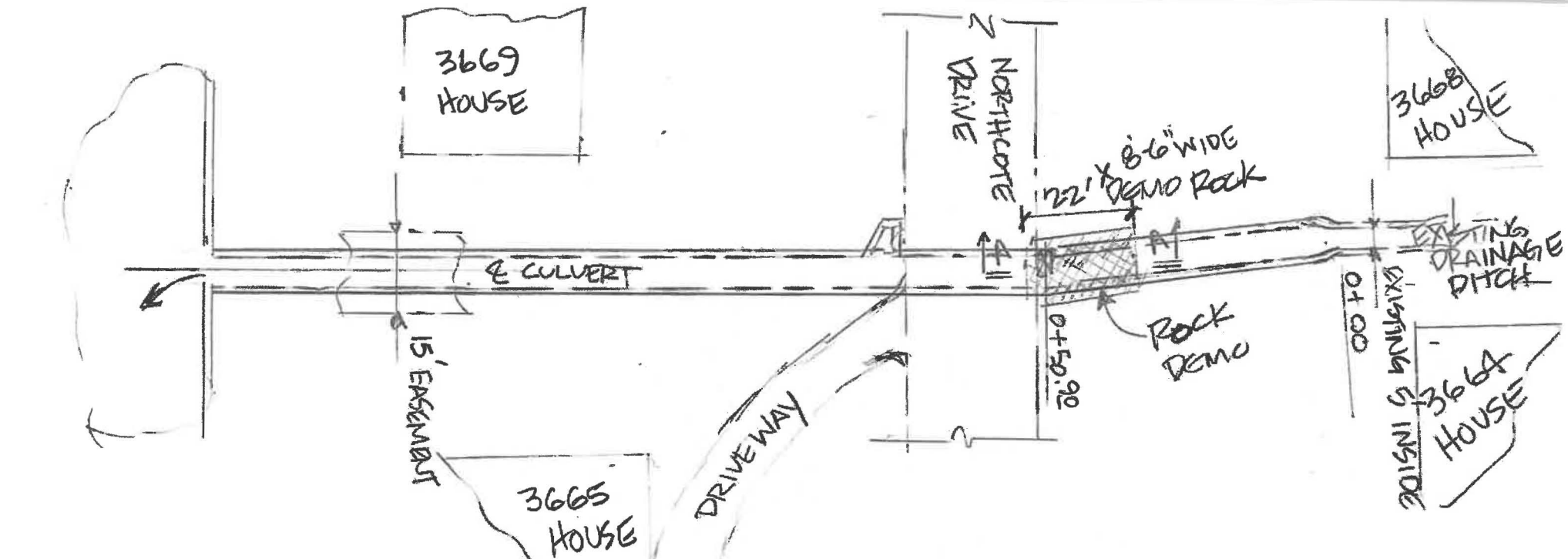
Labor \$1,525
Equipment \$4,208 (see attached Invoice)

Total \$5,733

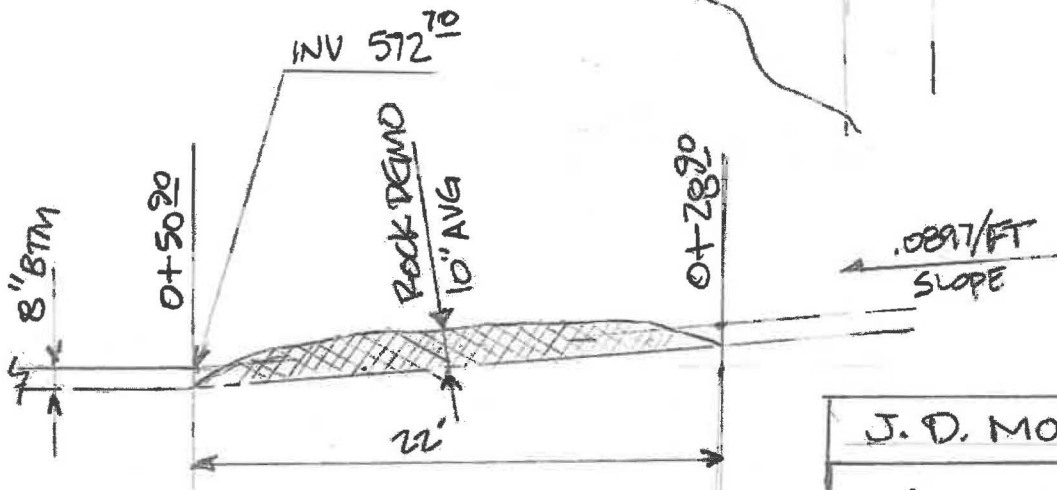
We appreciate the opportunity to perform work on this project. Please contact me if we need to Discuss further or you need additional information or clarification

Sincerely ,

Ron Reed



NOTE: SEE CLARIFICATION 4) NO ROCK EXCAVATION OR REMOVAL INCLUDED IN CONTRACT



SECTION A-A
PROFILE

RON REED
10/31/22

J. D. MORRIS CONSTRUCTION CO, INC
NORTHCOTE DRIVE CULVERT REPLACEMENT
ROCK DEMO & REMOVAL
OCT 18 THRU OCT 22, 2022 (WORK PERFORMED)
REF DWGS: SCHOEL SHTS 1 THRU 4
M.B. CONTRACT NO B-20220325-003
JDM SKRM1

Branch:
 H&E EQUIPMENT SERVICES, INC. #4101
 806 Labarge Drive
 Bessemer, AL 35022
 Phone: (205) 760-7200
 Fax: (205) 760-7201

Remit to:
 H&E EQUIPMENT SERVICES, INC.
 PO Box 849850
 Dallas, TX 75284-9850

Billed to:
 JD MORRIS CONSTRUCTION
 PO Box 70
 Mc Calla, AL 35111

Ship to:
 3669 Northcote Drive,
 3669 Northcote Dr.
 Birmingham, AL 35223

Rental Invoice #	96893577
Amount (USD)	\$3,826.85
Customer #	1233075
Invoice Date	10/31/2022
Terms	Net due in 30 days
Contract #	310535367
Incoterm	H&E Delivery
PO #	352205
Project Name	3669 Northcote Drive
Ordered By	jd
Billing Start Date	10/18/2022
Billing End Date	10/21/2022
Reference Inv #	

Rental Items

Qty	Item	Description	Day	Week	4 Week	Amount
1	10303445	Excavator Hammer 1000-1999 lb OK-OKADA ORV-1300 SN-82V1120	\$300.00	\$1,250.00	\$2,500.00	\$1,200.00
1	10298512	Excavator 8-8.9 T w/Thm C/A YP-YANMAR VIO80 SN-AG959 Meter Out/In: 1045.0/1080.0	\$525.00	\$1,555.00	\$3,423.00	\$1,555.00
1	10333272	Excavator Bucket Attachment YP-YANMAR 36"EXCAVATOR BUCKET SN-352313-57	\$1.00	\$2.00	\$3.00	\$2.00
Rental						\$2,757.00

Miscellaneous Items

Qty	Description	Unit Price	Amount
1	Delivery Charge	\$150.00	\$150.00
1	Pick Up Charge	\$150.00	\$150.00
1	Property Tax Recovery Fee	\$23.33	\$23.33
1	Environmental - Rental	\$69.83	\$69.83
1	Loss Damage Waiver	\$413.55	\$413.55
Miscellaneous			\$806.71
Subtotal			\$3,563.71

Tax Items

Description	Amount
State Tax	\$0.00
County Tax	\$0.00
City/District Tax	\$0.00
Alabama Rental Tax	\$263.14
Tax	\$263.14

INVOICE TOTAL \$3,826.85

+ 10% MU 382
 \$ 4,208

DATE 11/1/22
 LOGGED DATE _____
 JOB NO. _____ ACCT. NO. _____
 T&M _____ FF _____
 APPROVED _____

For questions on your account, please contact CreditBatonRouge@he-equipment.com or 800-463-8197.
 All invoices are subject to our standard terms and conditions and may be found at he-equipment.com/resources.

THANK YOU FOR YOUR BUSINESS