

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

MARCH 27, 2023, 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 03272023).

1. Approval of the minutes of the March 13, 2023, regular meeting of the City Council.
2. Consideration: Resolution authorizes the Intergovernmental Agreement with Jefferson County with respect to the contingency funding for the Electronic Collection Event at the Birmingham Zoo.
3. Consideration: Resolution accepting the supplemental proposal for additional services with Sain and Associates with respect to the roundabout project.
4. Consideration: Resolution authorizing the additional consulting services agreement with Schoel Engineering with respect to the redesign of drainage improvements at Pine Crest Road and Canterbury United Methodist Church.
5. Consideration: Resolution authorizing the sale or disposal of surplus property.
6. Consideration: Resolution authorizing the execution of a contractor agreement with Stone and Sons Electrical with respect to the demolition and install of LED lighting inside the Parks and Recreation building.
7. Consideration: Resolution awarding the bid to Ladd's Golf and Turf LLC with respect to turf mowing equipment.
8. Consideration: Resolution authorizing the expense allowance and budget amendments for the City Clerk position.
9. Consideration: Resolution amending the City's Storm Water Management Program Plan.
10. Consideration: Ordinance re-affirming voting districts and permanently removing Cherokee Bend Elementary School as a polling district.
11. Comments from residents and attendees
12. Announcement: The next regular meeting of the City Council is April 10, 2023 at 7:00 p.m.
13. Adjourn

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

[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 13th day of March, 2023 (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
Stewart Welch III, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and Acting City Clerk Steven Boone.

1. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss two real estate negotiations and that the City Council shall reconvene 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

Nays: None

2. AGENDA

1. BZA Appointment

Tyler Slaten-Senior Planner

- Recommendation is to reappoint Norman Orr to the Board of Zoning Adjustment

Virginia Smith

- Item added to the formal agenda (Resolution No. 2023-044)

2. Junior High Field Project bids

Billy Pritchard-Council President Pro Tempore

- Bids were received last week
- Would like to award the bid to Sports Turf Company and move forward with contract

Virginia Smith

- Item added to the formal agenda (Resolution No. 2023-047)

3. “Small Car Only” parking spaces on Cahaba Road at Brook Manor Drive

Jaye Loggins-Police Chief

- Received a request to make these spaces Small Car Only
- Looked at the location and would recommend making those two spaces Small Car Only

Virginia Smith-Council President

- Items added to the formal agenda (Resolution No. 2023-046)

4. Request by Schoel Engineering for additional fees for consulting services on the Junior High drainage project

Taylor Schoel-Schoel Engineering

- Requesting additional time to cover the additional schedule due to additional work on Richmar and Hillsdale that was not in original design scope
- Requesting additional design of downstream improvement for additional drainage work hydrology associated with that design

Virginia Smith

- Item added to the formal agenda (Resolution No. 2023-045)

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

2. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:57 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 March 13, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council March 27, 2023

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

[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 13th day of March, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Virginia Smith called the meeting to order and the roll was called with the following results:

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

Absent: Lloyd C. Shelton

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and Acting City Clerk Steve Boone.

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

1. CONSENT AGENDA

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

Approval of the minutes of the February 27, 2023, regular meeting of the City Council

2023-039	Authorize the sale or disposal of certain surplus property	Exhibit 1, Appendix 1
2023-040	Authorize the contribution agreement (cost share) with the Mountain Brook Board of Education with respect to the Crestline Elementary School Gym project	Exhibit 2, Appendix 2
2023-041	Authorize the execution of a contractor agreement with Video Industrial Services with respect to 3333 Sandhurst Road Pipe Project	Exhibit 3, Appendix 3
2023-042	Authorize the execution of a contractor agreement with Wright Construction Company with respect to the Brookwood Baptist Church Drainage Project	Exhibit 4, Appendix 4

2023-043	Authorize the execution of an agreement with United Ability, Inc. (dba Gone for Good Document Destruction and E-Waste Recycling) with respect to a community document destruction and e-waste recycling event to be held at the High School on April 22, 2023 from 1 p.m. until 4 p.m.	Exhibit 5, Appendix 5
2023-044	Reappoint Norman Orr to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end March 24, 2026	Exhibit 6, Appendix 6
2023-045	Authorize the execution of a professional services agreement for additional consulting services between the City and Schoel Engineering Company with respect to the Mountain Brook Junior High drainage improvement project	Exhibit 7, Appendix 7
2023-046	Designate the first two parking spaces north of Brook Manor Drive on the western side of Cahaba Road to be restricted for “small cars only” pursuant to Sec. 50-113 of the City Code	Exhibit 8, Appendix 8
2023-047	Award the bid for the Mountain Brook Junior High Athletic Field project (C-20221221-853) to Sports Turf Company including Alternates 1 through 3	Exhibit 9, Appendix 9
2023-048 MOTION	Reject all bids with respect to the Pinecrest Road and Canterbury United Methodist Church (UMC) drainage improvement project (B-20221201-825)	Exhibit 10

Thereupon, the foregoing minutes, motion, and resolutions (Nos. 2023-039 through 2023-047), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The minutes, motion, and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes, motion 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

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, motion and resolutions (Nos. 2023-039 through 2023-047) were adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. COMMENTS FROM RESIDENTS AND ATTENDEES

Michael Keller-301 Overbrook Road

- Inquired about the cancer causing chemicals in the sports turf and the potential contamination of downstream water

John Bricken-GMC

- There has been no proof that the sports turf causes cancer
- To his recollection, it is safe to play on

John Summerville-3028 Overhill Road

- Stated there is an article in the Guardian magazine regarding artificial turf being potentially linked to cancer deaths of 6 Philadelphia ball players
- All 6 players, who played on the turf, had the same form of brain cancer
- Stated stadiums are banning these turfs because of the cancer causing chemicals in the turf
- Asking the council to look into this matter further for the long-term health of the children

3. ANNOUNCEMENT

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

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:08 p.m.

5. 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 March 13, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council March 27, 2023

EXHIBIT 1

RESOLUTION NO. 2023-039

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 owned by the City of Mountain Brook, Alabama is no longer needed for public or municipal purposes and is hereby declared surplus property:

RESOLUTION NO. 2023-049

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

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 27, 2023, as same appears in the minutes of record of said meeting.

City Clerk

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

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

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

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

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

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

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

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

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

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Date

CITY OF MOUNTAIN BROOK

Stewart Welch, Mayor

Date

RESOLUTION NO. 2023-050

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the supplemental proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to additional services regarding the intersection improvements at Cahaba Road/SR-38 (US280/Culver Road/Lane Park Road) roundabout project.

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

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 March 27, 2023, as same appears in the minutes of record of said meeting.

City Clerk

February 28, 2023



SAIN
ASSOCIATES

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

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

SUBJECT: CMAQ-3715(266)
Intersection Improvements at Cahaba Road/SR-38 (US 280)/Culver Road/Lane Park Road
Supplemental Agreement for Additional Services
SA Project #15-0034

Dear Sam:

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

General Project Understanding

This intersection project has been unique in that it has required design and schedule coordination with other adjacent projects, specifically the Lane Parke development and Jefferson County's sanitary sewer replacement project.

The project requires supplemental services for the following:

- The construction of this project has been delayed due to Jefferson County Environmental Services having a planned project to install a sanitary sewer line through the intersection. The sanitary sewer project is currently scheduled to be constructed this summer. Since the sanitary sewer will be replaced in the intersection with deep open cuts, the construction of the roundabouts have been delayed to follow the completion of the sanitary sewer project. Since the project timeline has been extended, the plans and traffic counts now require updating for fiscal year and ALDOT requirements. Also, additional coordination with the City, ALDOT, Jefferson County Environmental Services, property owners, and the Village Merchants is required.
- The project area has experienced significant changes since the initial survey was performed. Improvements on the roadway, sidewalk system, utilities, and adjacent properties have been installed by the City of Birmingham, the Botanical Gardens, and the Lane Parke development. As a result, the existing survey requires updating for the current conditions, as requested by ALDOT at the PS&E project review. Since utilities have changed significantly also, additional coordination and submittals will need to be made to the utility companies.
- There is an existing 4' x 4' culvert crossing Cahaba Road within the project limits. Based on initial hydraulic analyses and discussions with Schoel Engineering regarding the overall basin, it was thought the existing culvert was of an adequate size for the downstream conditions and should be extended. The entire intersection floods due to the existing downstream conditions and replacement of the culvert will not relieve the downstream flooding. Therefore, the original



scope of this project was based on an extension of the existing culvert. Once the hydraulics for the culvert were analyzed as a local improvement, rather than as a piece of the overall basin, and reviewed with ALDOT hydraulic requirements, we discussed the culvert with ALDOT and determined it requires replacement. The replacement requires the removal and replacement of a retaining wall, which will require design plans from a licensed structural engineer.

Scope of Services

Topographic Survey

Sain will provide a limited topographic survey at the intersection of Cahaba Road, Culver Road and Lane Park Drive in Mountain Brook, Alabama. Details of the survey limits are shown on the attached Exhibit A. Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Where accessible, visible drainage structures will be shown indicating size and type of pipe, pipe directions. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, and paved areas. Landscaped areas and tree lines will be shown on survey, individual shrubs and trees will NOT be shown on survey. Utility locate request will be made to Alabama 811 and any utilities marked by these requests will be shown on the survey. Please note that utility locators contracted with the Alabama 811 often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators often refuse to mark survey tickets. In the event the utilities are not marked within seven days of the request a note will be shown on the survey indicating the unmarked ticket numbers.

Roadway Plans

Sain will update the traffic information and revise the title sheet based on the updated information. Additionally, the plans will be updated throughout for fiscal year and standard drawing changes. The culvert replacement will require design of the culvert crossing as well as the adjacent retaining wall and associated ornamental fence and guardrail. Structural engineering design services will be provided by Christy/Cobb Inc.

Additional coordination expected includes:

- Coordination with Jefferson County regarding their new sanitary sewer project, which is beyond the scope of the original coordination for the sanitary sewer impacted by the roadway project.
- Preparation for and attending a meeting with the City regarding the delayed schedule and coordination with adjacent projects.
- Preparation for and attending a meeting with the Village Merchants and Chamber of Commerce regarding the delayed schedule.
- Meeting and coordination with Lane Parke developer and their engineer to discuss the coordination of the site plans with the roadway plans. *This is additional since their site plan has been modified over time and has required additional coordination to ensure the two projects are coordinated together.*



Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: boundary survey, location of property corners or lines, staking, GPR, or ALTA/NSPS survey requirements, additional ALDOT reviews, traffic count collection, environmental updates, and roundabout layout changes.

Fees

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

Topographic Survey	Lump Sum \$21,032
Roadway Plans	Lump Sum \$32,109
Total Estimated Budget.....	\$53,141

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

Procedures for Changes in Scope of Work

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

Terms and Conditions

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

Schedule

Currently the project schedule is:

- Sanitary sewer construction along Culver Road is scheduled for summer 2023
- Construction letting for this project is scheduled for fall 2023

CMAQ-3715(266)
City of Mountain Brook
2/28/23
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Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

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

Enclosures:
Exhibit A
Sain Terms & Conditions (sch. 2023)
Christy/Cobb Inc. scope and fee (email)

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E.,
Practice Leader/Sr. Principal

Signature of Authorized Representative

Date: 2/28/23

ACCEPTED:
CITY OF MOUNTAIN BROOK

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____



EXHIBIT A



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$210.00 - \$300.00 per Hour
Engineer/Planner	\$105.00 - \$160.00 per Hour
Senior Engineer.....	\$165.00 - \$230.00 per Hour
GIS Professional	\$130.00 - \$150.00 per Hour
Designer.....	\$95.00 - \$140.00 per Hour
Surveyor	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person).....	\$110.00 per Hour
Survey Crew (1-Person + Robot)	\$165.00 per Hour
Survey Crew (2-Person).....	\$190.00 per Hour
Survey Crew (3-Person).....	\$240.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Administrative Support	\$65.00 - \$98.00 per Hour

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

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

Responsibility of the Client

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

Reliance on Information Provided by Others

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

Schedules, Budgets and Estimates or Opinions of Cost

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

Approvals

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

Site Visits/Jobsite Safety/Construction Phase Services

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

Right of Entry

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

Certifications

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



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Unforeseen Conditions and Occurrences

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

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, 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.

Consultant's Choice of Arbitration or Court

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

Indemnification

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

Force Majeure

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

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full 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 Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

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

Conflicting or Inconsistent Terms/Severability

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

Schedule 2023



Currie, Nathan

From: Gray Wells <gray@christycobb.com>
Sent: Thursday, February 9, 2023 2:41 PM
To: Currie, Nathan
Cc: Michelle Ballew
Subject: [External Email] ALDOT CMAQ 3715(266) Retaining wall
Attachments: CMAQ-3715(266) PS&E Plans_half size_2.pdf; General Conditions.pdf

Nathan, thank you again for contacting us regarding the retaining wall for the new box culvert for the improvements on Cahaba Road in Mountain Brook Village. I am sending this email to provide you with a description of our proposed structural engineering scope of service and our associated fee.

Our scope of service will consist of the structural engineering and the production of construction drawings for the retaining wall at the new 4x6 box culvert located at Sta. 14+07. The basis of our work will be the details indicated on the attached civil drawings prepared by Sain Associates. We will assume that the geotechnical conditions are similar to those indicated on the drawings and that the subgrade will be suitable to support the wall. Footing will be designed using a minimum allowable bearing pressure of 1,500 psf as prescribed in the IBC, 2021. This bearing pressure will need to be confirmed by the project's geotechnical engineer during construction. Please note that if the subgrade conditions are determined to be inferior to those indicated, alterations to footings may be required. Details of the guardrail will not be included in our scope of work.

Based upon the scope of service outlined above, I have determined that we can provide our design phase services for a fixed fee of \$3,500.00. This fee will include structural analysis, design, and drafting. Construction phase services or any additional services that you might request will be provided on an hourly rate basis.

I am attaching a copy of our General Conditions that will serve as the basis of our work. If you agree with the contents of this email, please return a signed copy of the General Conditions as your acceptance. If any questions or comments arise, please do not hesitate to contact me.

Thank you again,

W. Gray Wells, P.E.

Christy/Cobb, Inc.

2320 Highland Ave., South, Suite 100

Birmingham, AL 35205

(o) 205.933.1080, ext. 2

(d) 205.847.2789

(c) 205.441.8160

Project No. CMAQ-3715(266)
County Jefferson
Description Intersection improvements Cahaba Rd/US 280/Culver Rd
Scope of Work Grade, drain, base, pave, stripe, roundabout
Project Length 0.30 Miles

Consultant Sain Associates

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 0 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.25	0.50	0.00	0.00
A-2 Contact Property Owners	0.00	0.00	0.00	0.00
A-3 Perform Basic Control Survey	0.00	1.00	0.13	0.00
A-4 Conduct On-site Inspection	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	0.25	1.50	0.13	0.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	0.00	0.00	0.00
B-3 Obtain Topographic Data	0.50	4.00	0.00	0.00
B-4 Stake centerline	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.50	4.00	0.00	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.00	0.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.13	1.00	0.50	0.25
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.00	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.00	0.00	0.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.50	0.00
D-6 Reduce Survey Field Notes	0.07	0.25	0.75	0.25
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	1.50	0.00	1.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	1.70	1.25	2.75	0.50
TOTALS	2.45	6.75	2.88	0.50

Project No. CMAQ-3715(266)
County Jefferson
Description Intersection improvements Cahaba Rd/US 280/Culver Rd
Scope of Work Grade, drain, base, pave, stripe, roundabout
Project Length 0.30 Miles
Consultant Sain Associates
Fee Proposal (Field Survey)

PERSONNEL COST				
	Man-days	x	Daily Rate	
Project Manager (10% of PLS)	0.25		\$ 490.24	\$ 122.56
PLS	2.45		\$ 403.36	\$ 988.23
Survey Crew (see man-day sheet)	6.75		\$ 621.44	\$ 4,194.72
Engineering Technician/CADD	2.88		\$ 377.12	\$ 1,086.11
Clerical	0.50		\$ 173.20	\$ 86.60
Total Direct Labor				\$ 6,478.22
Combined Overhead (%)	195.00			\$ 12,632.53
Out-of-Pocket Expenses**				\$ -
Sub-Total				\$ 19,110.75
Operating Margin (10%)				\$ 1,911.08
Sub-Total				\$ 21,021.83
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)				
				\$ -
				\$ -
				\$ -
Subconsultant Administration Expense (5%)				\$ -
Sub-Total				\$ 21,021.83
Facilities Capital Cost of Money (% of Direct Labor)	0.16			\$ 10.37
TOTAL FEE				\$ 21,032.20

Project No. CMAQ-3715(266)
County Jefferson
Description Intersection improvements Cahaba Rd/US 280/Culver Rd
Scope of Work Grade, drain, base, pave, stripe, roundabout
Project Length 0.30 Miles

Consultant Sain Associates

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number CMAQ-3715(266)		CPMS # _____			
County Jefferson					
Description Intersection improvements Cahaba Rd/US 280/Culver Rd					
Scope of work Grade, drain, base, pave, stripe, roundabout					
Length 0.30 miles					
Consultant Sain Associates					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.00	0.00	0.07	0.07
INDEX SHEET (INDEX TO STD DWG)	1.00	0.00	0.00	0.13	0.13
GEOMETRIC LAYOUT/SURVEY CONTROL	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Project)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (TCP)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	0.00	0.00	0.00	0.00	0.00
TYPICAL SECTIONS					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	0.00	0.00	0.00	0.00	0.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.50	0.25	0.13	0.50	0.25
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.25	0.13	0.03	0.25	0.06
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.50	0.50	0.25	1.00	0.50
Misc. Boxes	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.00	0.00	0.00	0.00	0.00
Removal Items	0.00	0.00	0.00	0.00	0.00
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	1.00	0.13	0.13	0.25	0.25
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	1.00	1.00	1.00	2.00	2.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.00	0.00	0.00	0.00	0.00
Summary & Items	1.00	0.13	0.13	0.25	0.25
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	1.00	0.13	0.13	0.25	0.25
Sanitary Sewer coordination	0.00	0.00	1.50	0.00	1.50
Utility coordination (revised)	0.00	0.00	2.00	0.00	2.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	1.00	0.50	0.50	1.00	1.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase I)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase II)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase III)	0.00	0.00	0.00	0.00	0.00
CBMPP & NOI	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			0.00		0.00
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			0.00		0.00
Cost Estimates					
Cost Estimates			0.07		0.13
Update traffic			0.25		0.50
Meetings with City, Chamber and Merchants			1.00		1.00
Meeting and coordination with Lane Parke			1.00		1.00
SUB-TOTAL	8.25		8.12		10.89
10% Supervision			0.81		
TOTALS					
	8.25		8.12		10.89

Project No. CMAQ-3715(266)			
County Jefferson			
Description Intersection improvements Cahaba Rd/US 280/Culver Rd			
Scope of Work Grade, drain, base, pave, stripe, roundabout			
Project Length 0.30 Miles			
Consultant Sain Associates			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.81	\$ 490.24	\$ 397.09
Engineer	8.12	\$ 523.92	\$ 4,254.23
Engineering Technician/CADD	10.89	\$ 377.12	\$ 4,106.84
Clerical	0.00	\$ 173.20	\$ -
	Total Direct Labor		\$ 8,758.16
Combined Overhead (%)	195.00		\$ 17,078.41
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 25,836.57
Operating Margin (10%)			\$ 2,583.66
	Sub-Total		\$ 28,420.23
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Christy/Cobb, Inc.		\$	3,500.00
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	175.00
	Sub-Total		\$ 32,095.23
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 14.01
	TOTAL FEE		\$ 32,109.24

**See Grand Total Fee sheet

Project No. CMAQ-3715(266)
County Jefferson
Description Intersection improvements Cahaba Rd/US 280/Culver Rd
Scope of Work Grade, drain, base, pave, stripe, roundabout
Project Length 0.30 Miles
Consultant Sain Associates
Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

RESOLUTION NO. 2023-051

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the agreement for additional consulting services between the City and Schoel Engineering Company, Inc., in the form attached hereto as Exhibit A, for the redesign of drainage improvements at Pine Crest Road and Canterbury United Methodist Church.

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 27, 2023, as same appears in the minutes or record of said meeting.

City Clerk

Agreement for Additional Consulting Services

Pine Crest Rd and Canterbury UMC Drainage Improvements

March 17, 2023

This **AGREEMENT**, entered into by and between **The City of Mountain Brook, Alabama**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for additional Consulting Services associated with the redesign of drainage improvements at Pine Crest Rd and Canterbury UMC located in Mountain Brook, Alabama.

PROPOSED SCOPE & SERVICES

1. Amended Design of Drainage Improvements at Pine Crest Rd and Canterbury UMC

The Consultant will amend the final design package to remove a portion of the project that was previously designed and let for bid. The project elements to be removed from the design include: the replacement of two existing storm pipes with a single, larger box culvert and all other work associated with this item, and any downstream channel improvements. The Consultant will revise the construction plans and documents to include the rehabilitation of one of the existing storm pipes only. The detailed scope is as follows:

- Coordinate with the Client
- Develop design and construction documents related to the rehabilitation of one of the existing storm pipes
- Revise technical specifications

Lump Sum Fee \$ 4,250

2. Assistance with Bidding, Award and Contracting

The Consultant would prepare updated front-end documents for the bid process. The Consultant would manage the bid process, review the bids, and assist in the final selection of the Contractor to perform the work. The detailed scope is as follows:

- Develop revised bid documents, in accordance with the Client's requirements
- Attend pre-bid conference, if one is scheduled
- Address questions posed by prospective bidders, issue clarifications if required
- Attend bid opening
- Review bids
- Assist in the selection of the Contractor

Lump Sum Fee \$ 3,500

Not Included in the Scope of Work

- Easement acquisition on church property (expected to be procured through planned re-plot)

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2023

Senior Principal	\$ 325.00 per hour
Principal	\$ 215.00 per hour
Survey Field Crew	\$ 195.00 per hour
Department Manager/Chief Land Surveyor	\$ 185.00 per hour
Senior Project Manager	\$ 175.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 150.00 per hour
Project Professional	\$ 125.00 per hour
Staff Professional	\$ 115.00 per hour
Senior Designer / Drafter / Specialist	\$ 115.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 105.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 95.00 per hour
Administrative/Technical Support	\$ 85.00 per hour

The above fees are inclusive of all expenses or charges that Consultant may incur in connection with provision of Services on the Project, including travel, mail, courier services, communication and a commercially reasonable quantity of copying and reproduction expenses.

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys' fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):

(a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;

(b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrence" as that term is defined by Consultant's policy of Commercial General Liability insurance required in section 7(b) below, provided that (i) Consultant's total liability under this provision shall not exceed the amount of the minimum limits of the Comprehensive General Liability policy required in subpart 7(b) below; and (b) nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third

parties that result from the sole negligence or the willful misconduct of the Client. Nothing herein is intended or shall be interpreted to demand or require Consultant to defend or indemnify the Client from and against any third-party claims, demands, actions, proceedings or suits alleging or in any way arising out of Consultant's breach of its professional services obligations or warranty hereunder, except to the extent provided for in subsection (a) above.

3) The fees for different phases of Services in this Agreement are based on the Scope of Services herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will be performed at the above hourly rates, or at a revised fee that the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves the right to adjust its Hourly rates for inflation costs on a one-year interval from the date of this proposal.

4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation before, and as a condition precedent to, either party availing themselves of remedies provided by law. Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to equally split the cost billed by the mediator.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no duty to the Client to perform them unless agreed in a subsequent writing.

6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the Scope of Services within established schedules.

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

(a) Professional Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00) covering claims to the extent caused by Consultant's negligent performance of professional services or breach of professional warranty. This Professional Liability policy shall include coverage on an occurrence basis.

(b) Comprehensive General Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage on an occurrence basis for premises/operations, products/completed operations, assumed contractual obligations, and independent contractors; and

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

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement,,

Client shall be named an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies

8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the “**Instruments of Service**”) shall remain the property of the Consultant, and are intended solely for uses related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.

9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Consultant due to default of Client, it agrees that Consultant shall be paid for total charges for work performed prior to the termination notice date.

Additionally, at Client's convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cancelation, Client will compensate Consultant for Services performed up to through the date of that notice.

10) Delayed Performance/Force Majeure Events. Neither party to this Agreement shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under it 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.

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

12) Consultant shall not be responsible for construction safety or construction procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants that are not retained by it.

13) At Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional Instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

15) Limitation of Liability. In no event may Consultant recover from Client 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 Client's breach of its obligations hereunder or suspension or termination of this Agreement.

16) Project Representative. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services 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.

17) 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.

18) Any forbearance or delay on the part of Client 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.

19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.

20) 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.

21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.

22) Immigration Law Compliance. Consultant represents and warrants to Client 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 has enrolled or will enroll in the E-Verify program prior to performing any Services 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 Consultant 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. Consultant 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 Consultant 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.

23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent written instrument that is signed by both parties.

24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and, unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.

25) This Agreement shall be governed by, construed and enforced 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 (CLIENT)

By: _____
Stewart H. Welch III

Its: Mayor

Date: _____

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: 
Mark E. Simpson

Its: Water Resources Department Manager

Date: March 17, 2023

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the names of the respective Project Representatives.

Company: _____

Client: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____

Consultant's Project Representative: _____

Client's Project Representative: _____

RESOLUTION NO. 2023-052

**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 owned by the City of Mountain Brook, Alabama is no longer needed for public or municipal purposes and is hereby declared surplus property:

Item	Manufacturer	Model	Number
Cooking Pot	N/A	N/A	2
Crock Pot-Trio	Crock Pot	N/A	1
Soap Dispenser	N/A	N/A	7
Push Broom	N/A	N/A	1
TV, VHS/DVD Cart	N/A	N/A	1
Microwave	Sharp	N/A	1
Heater	Markel	N/A	1
Vacuum	N/A	N/A	2

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 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 27, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

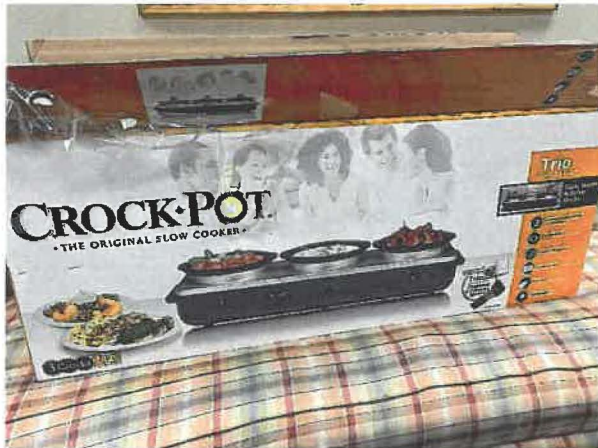
Pots - 2

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Crock-Pot Trio – 3 Qt

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Soap Dispensers – Counter, 7

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Push Broom – 1

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Surplus

TV, VHS/DVD, Cart – TV (Samsung 32”), Cart 31” tall

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Microwave – Sharp 21 3/4” W x 12 1/4” H x 16 1/4” D

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Heater - Markel

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Vacuum Cleaners – Royal

2

The library does not have a loading deck, and staff are not available to assist with moving/loading.



RESOLUTION NO. 2023-053

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and Stone and Sons Electrical Contractors, Inc., in the form as attached hereto as Exhibit A, with respect to the demolition and installation of LED lighting inside the Parks and Recreation building.

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 27, 2023, as same appears in the minutes of record of said meeting.

City Clerk



Electrical Contractors, Inc.

February 23, 2023

Mountain Brook Park & Rec
Attention: Shanda Williams

Re: Lighting Quote

Shanda,

I am pleased to offer you the following quotation to retrofit the Park & Rec maintenance facility with LED lighting. I am also providing a price for a decorative T-Bar LED option for the hallway lighting that matches the hallways at the Public Works building.

Scope of proposed work:

- Demo existing fixtures and install LED flat panels with occupancy/dimmer control switches in the following spaces: Locker Room, Men's Room, Women's Room, Copy Room, Hallways, Offices, and Break Room.
- The Break Room will be split into 2 circuits with separate dimmers to allow half of the room to be dimmed for use of projection screens.

Total price for this work is: **\$9,826.00.** ✓

~~Adder for Optional T-bar LED's:~~

- Install Sorrella T-bar LED fixtures instead of flat panels in the hallways.
- This does not include furnishing lay-in ceiling tiles where existing fixtures were removed. We will happily install tiles furnished by Park & Rec.

Total price for this option is: ~~\$18,850.00.~~ (In addition to the \$9,826.00 for original scope of work)

Thank you for this opportunity. Please call with any questions.

Sincerely,

Brody Stone



Catalog Number	CPX2X4ALO8SWW7M2
Notes	MTN BROOK PARK & REC
Type	2X4

Contractor Select™
CPX™
 LED Panel

CPX™ from Lithonia Lighting is the perfect choice for a quality LED panel at an affordable price. The smooth, even lens projects a crisp and clean aesthetic. CPX is the perfect choice for budget-conscious school, commercial office, or small retail footprint projects.

FEATURES:

- Industry standard wattages
- Long-life LEDs maintain greater than 70% of their lumen output at 50,000 hours
- 0-10V dimming driver, dims to 10%

WEIGHT:

2x2
 Unit: 6.39lbs
 Unit Carton: 7.72lbs
 Master Carton: 30.42lbs
 2x4
 Unit: 11.02lbs
 Unit Carton: 13.89lbs
 Master Carton: 27.78lbs



Catalog Number	UPC	Description	Lumens	Input Watts	CCT	CRI	Voltage	Pallet qty.
CPX 2X2 3200LM 35K M4	191848338537	2x2 LED Panel	3555	31.5	3500K	80	120-277V	40
CPX 2X2 3200LM 40K M4	191848338650	2x2 LED Panel	3659	31.5	4000K	80	120-277V	40
CPX 2X2 3200LM 50K M4	193048313642	2x2 LED Panel	3737	31.5	5000K	80	120-277V	40
CPX 2X4 4000LM 35K M2	191848338490	2x4 LED Panel	4543	38.9	3500K	80	120-277V	20
CPX 2x4 4000LM 40K M2	191848338506	2x4 LED Panel	4692	38.9	4000K	80	120-277V	20
CPX 2X4 4000LM 50K M2	193048313680	2x4 LED Panel	4766	38.9	5000K	80	120-277V	20
CPX 1X4 ALD7 SWW7 M4	194994568063	1X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X2 ALD7 SWW7 M4	193048542806	2X2 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	40
CPX 2X4 ALD7 SWW7 M2	193048542844	2X4 Switchable Panel	See Switchable Table	See Switchable Table	3500K/4000K/5000K	>80	120-277V	20

NOTES

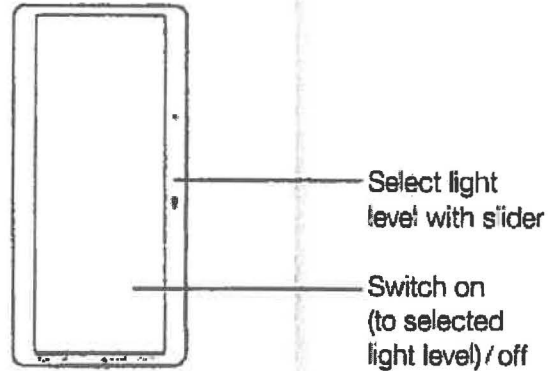
1. NBP CP10 HESD A remote mounted only. See [NBP CP10 HESD A spec sheet](#) and [FLA-FLMR-FS-MCO-FS-MCO-FS-MCO remote mounting system spec sheet](#)

Diva 0-10 V Controls

Controls for 0-10 V LED drivers and fluorescent ballasts.

Features

- Large paddle switch with a captive linear-slide control for a standard designer-opening wallplate.
- 0-10 V control link controls third party fixtures.
- DVSTV- wires as single pole or 3-way, 120-277 V~ switch.
- DVTV- wires as a 24 V= switch. A power pack is required to switch 120-277 V~ and 347 V~.
- Patented switching technology extends product lifetime.
- Coordinating Claro wallplates ¹ (available separately).
- High-end and low-end trim user is adjustable for optimal performance.



Diva 0-10 V Control

Model Numbers

Model Number	Operating Voltage	Wiring	Load Switching Capacity	0-10 V Sink Capacity
DVSTV-XX ²	120-277 V~	Single-pole/3-way ⁵	8 A	50 mA
DVSCSTV-YY ⁴				
* DVSTV-453PH-WH ¹	120-277 V~	Single-pole/3-way ⁵	450 W 3.75 A (120 V~) 1.62 A (277 V~)	50 mA
DVSTV-453PH-WH-C ^{1 3}				
DVTV-XX ²	24 V=	Single-pole/3-way ⁷	0 A ⁶	30 mA
DVSCTV-YY ⁴				

¹ DVSTV-453PH-WH and DVSTV-453PH-WH-C available in white gloss only

² "XX" in the model number represents gloss finish color code. See Colors and Finishes section.

³ Clamshell packaged product for Canada.

⁴ "YY" in the model number represents satin finish color code. See Colors and Finishes section.

⁵ For 3-way switching use Claro switches or other mechanical switches.

⁶ A Lutron power pack (PP-DV or PP-347H) is required for switching ballasts and drivers. For Lutron power pack specification, please see Lutron P/N 369544 at www.lutron.com

⁷ 24 V= single-pole double-throw (SPDT) switch, supplied by others must be rated for dry contacts

Job Name: <input style="width: 90%; height: 20px;" type="text"/>	Model Numbers: <input style="width: 95%; height: 20px;" type="text"/>
Job Number: <input style="width: 90%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

CONTRACTOR AGREEMENT

Stone & Sons Electrical Contractors, Inc (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”) on the understated project (the Project”)

Name of Project: **Demo and Install LED lights inside the PR Building**

Site of Project: Mountain Brook Parks and Recreation Building
3698 Bethune Drive
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the **February 23, 2023** Contractor Proposal) that is attached and incorporated herein.

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

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect 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 **Nine Thousand, Eight Hundred Twenty-six Dollars and Zero Cents (\$9,826.00)** 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 in the amount of 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) 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 (including Exhibit A), and the **February 23, 2023** Contractor Proposal (collectively, the “Contract Documents”) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

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

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

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

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

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

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

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the

Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

STONE & SONS ELECTRICAL CONTRACTORS, INC

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached **February 23, 2023** Contractor Proposal

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

2. Project Schedule. The Contractor should complete this project by May 15, 2023 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:
Brody Stone
2530 Queenstown Road
Birmingham, AL 35210
Email: bstone@stoneandsons.com
Day Tel #: 205-833-8494

4. Special Conditions:

The purpose of this contract is to remove and dispose of old light fixtures and replace them with new LED flat panels. Dimmer control switches will also be installed. This will occur in the 5 Offices, Breakroom, Copy Room, Restrooms, Locker Room and Hallways. The Breakroom will be split into 2 circuits to allow half the room to be darkened independently of the other half.

RESOLUTION NO. 2023-054

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230301-854] for two (2) Turf Mowers to Ladd's Gold and Turf LLC in the amount of \$89,682.00 having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 27, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Date: March 21, 2023

To: Council Members

From: Shanda Williams, Superintendent of Parks and Recreation

Subject: Bid for (2) Turf Mowers-#2023-20230301-854

We use two specialty turf mowers to cut all of our natural sports fields. These mowers have hydraulic operated blades to produce a cleaner cut and help us maintain the fields at a higher level than our parks. The wider deck also helps us cut it quicker so we can get on and off the fields and limit any interruptions to the schools' schedules. Because these mowers have more specialized features, they do cost more than traditional mowers.

We received one bid for the type mower we specified and it was from Ladd's Golf and Turf LLC in the amount of \$87,682.00 for the two mowers and \$1,899.04 for the extra warranty.

That is a total of \$89,581.04, which is almost \$10,000 less than what we had budgeted for these mowers.

I am recommending that the council award the bid to Ladd's Golf and Turf LLC.

This is the mower:

AR321
CONTOUR ROTARY TRIM MOWER

ROPS as standard

Fully adjustable control arm with fingertip operator lift/lower controls

Tilt steering

TrueDeck™ cutting decks

Mesh storage net

Easy-access service bay

3WD traction system

Maintenance free wet parking brakes

JACOBSEN

Trustworthy Kubota® engine

John's signature cut

Quick and easy deck adjustments

INVITATION FOR BIDS ~~Draft Only~~ **STS**
BID # 2023 -20230301-854 CITY OF MOUNTAIN BROOK, ALABAMA
CONTRACT TO SUPPLY SPECIALITY TURF MOWERS

Bid Submission Deadline/Opening: March 21, 2023 - 10:00 A.M.

Address to Submit Bids & Location of Bid Opening City of Mountain Brook, Alabama – City Hall
56 Church St.
Mountain Brook, AL 35213
ATTN: City Clerk

The City of Mountain Brook, Alabama (“City”) is soliciting sealed bids from interested vendors to supply certain specialty turf mowing equipment (“Specialty Turf Mowers”) as specified in the contemplated contract (the “Contract”).

The City invites interested contractors to submit sealed bids to the above address to perform the Contract pursuant to the Specifications and other requirements in the Bidder Information Materials provided in connection herewith. Bids will be accepted until the time and date specified above, at which time those bids will be publicly opened and read as soon thereafter as practicable. Each bidder is responsible for mailing or delivering its bid so that it will be actually received at the above address and location at or before the specified bid opening time; bids received after that time will not be considered.

Interested contractors may obtain a copy of the Bidder Information Materials (which includes the Specifications, Contractor’s Bid Response Form, Bidder Qualification Form and other Contract Documents) from Samuel Harris, Supervisor – Park & Recreation Department, who may be contacted at (205) 438-5506 or harriss@mtnbrook.org. The City will not conduct a Pre-Bid Conference with this bid. Questions about the Specifications or other bid materials should be directed in writing to Mr. Harris at his email address.

To be considered for the award of the Contract, an interested contractor must complete and return the completed Contractor Bid Response form and other information requested in the Bidder Information materials. The award will be made to the lowest responsible and responsive bidder that meets the qualifications to perform the Contract that are specified in those materials.

The City may accept or reject any or all submitted bids, and to waive any informality related to them.

/s/ Sam Gaston, City Purchasing Agent

March 6, 2023

**BIDDER INFORMATION MATERIALS
CONTRACT TO SUPPLY SPECIALITY TURF MOWERS**

I. GENERAL SCOPE

The City of Mountain Brook Alabama ("City") solicits sealed bids from interested vendors to supply certain specialty turf mowing equipment ("Specialty Turf Mowers", herein also collectively the "Product") as specified in the contemplated contract ("Contract"). The successful vendor (the "Contractor") shall provide all equipment, materials, and ancillary resources needed to perform the Contract pursuant to the Specifications and other requirements in these Bidder Information Materials.

II. SPECIFICATIONS

The successful Contractor shall supply two (2) Specialty Turf Mowers that comply with the following Specifications.

A. General

Contractor shall state its price for the Product as the Base Bid on **Exhibit A**. That price includes the expense of freight and delivery of the Product to the location designated by the City Contract Representative. Title and risk of loss for the Product does not pass to the City until the City Contract Representative has had an opportunity to inspect same and accepts delivery at the designated place of delivery. This preliminary inspection and acceptance of the Product by the City will not waive any of its rights to subsequently assert claims for breach of warranty or defects therein that are not readily apparent at the time of delivery.

B. Type Product Meeting Specifications

The AR321 Model Specialty Turf Mower manufactured by Jacobsen meets the City's specifications, functionality, needs and intended uses. A depiction of this model and specifications for it are shown on **Exhibit C** in these Materials.

The identification of the above noted model or manufacturer of the Product (or other reference to any particular supplier, manufacturer or model in these Specifications) is not intended to prohibit, and does not prohibit, an interested contractor from offering to supply an substitute or alternate Product made by another manufacturer if that substitute Product is substantially similar in terms of quality, functionality and value. If a bidder proposes to supply a substantially equivalent, substitute Product, with its bid it must (a) supply the brand, catalog, model number and other pertinent information concerning its proposed substitute, and (b) demonstrate to the City's Contract Representative(s) that the substitute meets or is consistent in all material respects with the grade, quality, type, and value of the specified Product.

C. Other Requirements

The Product supplied by Contractor shall meet the following other requirements:

- Must be new and not refurbished.
- Must be delivered and ready for use no later than two (2) weeks after the award of the Contract.
- Must include a two-year Manufacturer's Warranty against defects.

D. Warranties on Product

(a) Manufacturer's Warranty. The Product supplied by Contractor must include a manufacturer's warranty against defects in material and workmanship for a period of not less than two (2) years from the date it is placed in service. Any defects arising during this period shall be remedied by repair or

replacement at no expense to the City for parts or labor; provided that defects arising from ordinary wear and tear and misuse are excepted from this coverage.

(b) Extended Warranty. As Alternate Bid #1 on Exhibit A, Contractor shall enter the charge for City to obtain an Extended Warranty for the Product that would apply during the period after expiration of the Manufacturer's Warranty and cover defects in material or workmanship for five (5) years after the Product is placed in service (the "Extended Warranty").

With its bid, interested contractors shall provide information regarding the provisions, terms, and conditions regarding the Extended Warranty.

E. Payments to Contractor.

The City will pay the full amount for the Product shown on Exhibit A (the Base Bid and charge for any Alternate bid that it accepts) within ten (10) days following delivery and preliminary acceptance of the Product. The City's payment(s) will fully compensate Contractor for all of the following: it furnishing all products, materials, goods, and ancillary items required by the Contract; it performing all labor, work and services contemplated and embraced under the Contract; for all loss or damage it may incur that arises out of the performance of its responsibilities under the Contract; for all risks of profit or loss it incurs with connection with performing or entering the Contract; and for completing and performing its obligations, responsibilities and operations contemplated in the Specifications, the Bidder Information materials and the Contract.

F. Other Contract Terms & Conditions.

1. Contract/Contract Documents. As used herein, the term "Contract" refers to the agreement between the City and the successful Contractor for the performance of its obligations. The Contract includes all the following documents: the Invitation for Bids; Specifications and other provisions in the Bidder Information Documents (including, without limitation, Exhibit A – Contractor Bid Response Form, the Contractor's completed Exhibit A, Exhibit B, and Exhibit C, collectively the "Contract Documents"). These Contract Documents comprise the entire Contract regarding the subject matter herein, and any prior negotiation, discussion, understanding or matter not reflected in them is merged herein and of no effect.

2. Verification of Participation in E-Verify Program/Immigration Law Compliance. As a condition of the award, Contractor agrees that it must furnish the City evidence verifying that it is participating in the E-Verify Program contemplated in the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended (the "Act"). Further, Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Act, and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the services for the City and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities,

finances, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this provision.

3. No Waiver by City. Any forbearance or delay on the part of the City in enforcing any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the City unless expressly waived in writing.

4. Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

5. Pursuant to Ala. Code § 41-16-5 (1975), Contractor represents and agrees that, by entering this Contract, it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

6. Contractor's Insurance. Contractor shall maintain the following types of insurance for concerning this Contract and for limits not less than stated below:

(i) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor, shall include completed operations and assumed contractual liability coverage, and shall have limits of not less than \$750,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence. This insurance shall cover liability for damages to third parties for personal injury, death and property damage, coverage for assumed and contractual liability, and also shall extend to damage, destruction and injury to City property and City personnel or caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative in performing the operations contemplated in the Contract.

(ii) Automobile Liability: This insurance will cover owned and rented vehicles operated by Contractor with policy limits of not less than \$750,000 combined single limit and aggregate for bodily injury and property damage arising from its operations.

All required insurance shall be provided through a policy(ies) issued by a company(ies) qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the City. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein. Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the City and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of services hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

7. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or other representative of the Contractor, hereafter a "Contractor Representative") asserted against the Indemnitees that arise out of, relate to, result from, or are attributable to any of the following:

(i) any failure by Contractor to perform its obligations under this Contract; (ii) any defects in the Product; and (iii) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform their services and work. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

8. Contract Representatives/Notices. The City and Contractor each will appoint and provide contact information (including a cell telephone number and business email address) for a Contract Representative(s) who will be their primary contact(s) for regular communications concerning the operations contemplated herein and have authority to make timely decisions on the administration of the Contract. The Contract Representative appointed by Contractor must continuously be available during days and times when Contractor is delivering, testing or maintaining equipment/.

Any notices required herein shall be directed to the respective Contract Representative designated by a party. Any notice shall be sufficiently furnished when given in writing and sent to the appropriate Contract Representative(s) 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 that party.

9. Independent Contractor. Contractor is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent or employer-employee relationship between the Contractor and the City or between any personnel that the Contractor assigns to perform services at a City facility. The City retains no control or authority with respect to the means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its services or work.

Further, the Contractor shall establish and pay each of its employees, workers or subcontractors the wages, benefits, and any other compensation owed them with respect to their services. No workers or other person engaged by the Contractor are eligible to receive any benefits provided by the City to its employees. The Contractor acknowledges and accepts all responsibilities imposed by federal and state income tax or employment laws concerning the performance of work by the assigned workers, including, but not limited to, withholding amounts for federal income taxes, Social Security taxes, unemployment taxes and applicable state and local income taxes, and, if applicable, the provision of benefits under the Affordable Care Act or other federal or state laws.

10. The Contract is made only for the benefit of the City and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

11. This Contract may be amended or modified only by written instrument signed by both parties.

12. Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT, CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR'S ACTUAL, DIRECT DAMAGES ARISING FROM THE CITY'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS CONTRACT

WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS CONTRACT BY THE CITY.

13. Construction of Contract. If any provision or term of this Contract is determined to be ambiguous, no presumption shall be made that either of the parties drafted the Contract.

14. Dispute Resolution. The Contract Representatives will use their good faith efforts to resolve any dispute or claim between the parties arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request mediation of that Dispute.

15. If any provision of the Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

16. No Assignment. Contractor may not assign this Contract, or any of its rights or benefits hereunder, to any other party without prior written approval of the City, which approval will not be withheld for good reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

III. PRE-BID INQUIRIES

The City is not conducting a Pre-Bid Conference in connection with this Bid. Specific questions about the Specifications or other bid materials or processes should be directed in writing to Samuel Harris, Supervisor – Park & Recreation Department, at harriss@mtnbrook.org. at least five (5) days before the bid opening date. The City will attempt to respond to those inquiries no later than three (3) days before that date.

IV. MINIMUM CONTRACTOR QUALIFICATIONS & REQUIREMENTS FOR AWARD

The City only will consider bids from interested contractors, and award the Contract to a Contractor that meets the following requirements:

- a. The Contractor must possess all applicable licenses to perform the Contract, including, but not limited to, a business license issued by the City of Mountain Brook.
- b. Prior to performing the Contract, the Contractor must furnish a certificate(s) or other evidence indicating that it has complied with its Insurance requirements that are set forth in Section II f 6 of the Specifications.

V. PROCESS FOR AWARD OF CONTRACT

1. The City will award the contemplated contract to a responsive and responsible contractor that submits the lowest bid.

2. The City reserves the right to reject a bid from any contractor(s) that has not satisfactorily or faithfully performed or completed previous contracts for them or other similarly situated customers that are of a nature similar to that contemplated in this Bid.

3. In determining the contractor to whom to make the award, the City also reserves the rights to:

- (a) reject the proposal of any bidder which, based on the City's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;
- (b) reject the proposal of any contractor who cannot demonstrate its fitness to meet and perform the Contract requirements to the reasonable satisfaction of the City;
- (c) reject the proposal of any bidder who is in arrears or in default to the City upon any prior contract or transaction;
- (d) request that a bidder present additional evidence that it has the ability and possesses the necessary facilities, financial or other resources and adequate insurance to comply with the terms of this bid, and require that such evidence be presented within a specified time and to the reasonable satisfaction of the City;
- (e) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials;
- (f) accept or reject any or all bids, or any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The City further reserves the right to waive irregularities and technicalities in submitted bids; and
- (g) if the City requests interested contractors to submit a Base Bid and an Alternate bid(s), it may reject all such bids by any of them, accept the Base Bid and the Alternate bid(s) by any of them, or accept the Base Bid and reject any Alternate bid(s).

4. After the Bid opening, the City may require a period of up to fifteen (15) days to review the submissions. During this period, it may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.

5. The City's governing body will make the award to the successful Contractor.

6. After making the award, the City will require that the successful Contractor satisfy any outstanding conditions of the award (including, provision of insurance certificates evidencing compliance with insurance requirements and any required bonds) within ten (10) days after date of notice of the award. If the successful Contractor fails to take those actions, it shall be considered to have abandoned its proposal, and its bid shall be deemed to have been withdrawn. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

7. The Anticipated Bid/Award/Contract Schedule is set forth on the included **Exhibit B**.

IV. INSTRUCTIONS FOR SUBMITTING BIDS

1. To be considered for the award, an interested contractor must submit its bid no later than March 20, 2023 at 10:00 A.M. The contractor is responsible for delivering, mailing, or making arrangements so that its bid is actually received on or before that time at the following address: City of

Mountain Brook, Alabama – City Hall ATTN: City Clerk, 56 Church Street, Mountain Brook, AL 35213.

2. Bids and other materials submitted should be typewritten or in ink. Bids submitted in pencil or faxed to the City will not be accepted.

3. On the envelope containing its bid, the bidder shall clearly mark “SEALED BID – OPEN ONLY AT BID OPENING FOR BID # 2023-20230301-854 - CONTRACT TO SUPPLY SPECIALTY TURF MOWERS” and state the time/date of the bid opening.

4. Bids shall be entered on the Contractor Bid Response Form that is attached as **Exhibit A**.

5. In preparing its bid, Contractor should consider that the City is exempt from State Sales or Use Taxes.

6. Each bidder must complete and return the following with its bid:

(a) two copies of the fully completed, signed and notarized Contractor Bid Response Form (see **Exhibit A**); and

(b) two (2) copies of the fully completed signed and notarized Bidder Affidavit and Warranty; this document is attached to **Exhibit A**.

7. Bids may not be withdrawn after submission without the consent of the City or except as allowed by applicable law.

V. FORMATION OF CONTRACT

After the award the City will not ask the successful Contractor to execute any particular form of agreement. In accepting the award, the successful Contractor agrees to perform its obligations pursuant to the Contract, the Specifications and these Bidder Information materials. Unless expressly agreed by City in writing, no terms, conditions or language that Contractor includes with its bid, invoices or other writing it submits to the City with respect to performance of its obligations under this Bid shall be effective or modify those in the Contract.

EXHIBIT A - CONTRACTOR BID RESPONSE FORM
BID # 2023 -20230301-854 - CONTRACT TO SUPPLY SPECIALITY TURF MOWERS

Below is the bid(s) by the undersigned to perform the obligations of the Contract for this Bid. The undersigned submits this Form in response to the Invitation for Bids for the subject Contract. 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.

Base Bid

Charge to Supply 2 Specialty Turf Mowers Meeting Specifications

43,841.⁰⁰ EA

\$ 87,682.⁰⁰

Alternate Bid # 1

Charge to furnish Extended Warranty* (covering Product during period after expiration of Manufacturer Warranty until 5 Years after Delivery)

\$ 1,899.04

Ladd's Golf & Turf LLC
 Name of Firm or Company Submitting Bid

3/20/23
 Date of Bid

6881 Appling Farms Pkwy
 Street Address
Memphis, TN 38133
 City State Zip

87-4702200
 Tax Id #
ladds.net
 Web Site of Bidder

Carol Davis
 Printed Name Representative Executing for Bidder

501-258-0163
 Cell Ph. # Bidder Contact

Carol Davis
 Signature of Bidder Representative

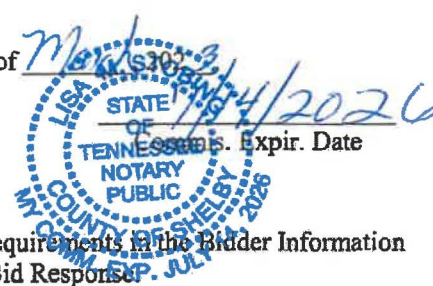
901-924-8801 X136
 Office Ph. # Bidder Contact

Municipal Sales Director
 Title

cdavis@bobkadd.com
 Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this 20th day of March 2023
Lisa M. Hobbing
 Notary Public



NOTES:

- (1) Please state any Exceptions to the Specifications or other requirements in the Bidder Information materials on a separate sheet and attach that sheet to your Bid Response.
- (2) Bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Responses.
- (3) * Information concerning the provisions, terms and conditions of the proposed Extended Warranty shall be provided below.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with BID # 2023 – 20230301-854.

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the City, either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;
- (d) it understands that, if any employee or official of the City shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business that such conduct may constitute a crime that may subject that employee, official or the Contractor to punishment or a fine in accordance with state and/or federal law;
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the City may rely on information submitted in awarding the subject Contract.

Ladd's
Name of Firm or Company Submitting Bid

By: [Signature]
Signature Bidder Representative

Printed Name: Chad Gamble

Its: Territory Manager
Title

Date: March 20th, 2023.

Sworn to and subscribed before me on this 20th day of March, 2023
Lera M. Stebing
Notary Public



Terms of Extended Warranty

Below state or attach provisions, terms or conditions of the proposed Extended Warranty to be furnished for the Product.

See Attachment

**EXHIBIT C - MODEL, NAME & MANUFACTURER OF
PRODUCT DESIGNATED BY CITY AS MEETING SPECIFICATIONS**

See following.

Jacobsen AR321 Contour Rotary Mower

Model # 68021-D400K

2 year factory Warranty



STATEMENT OF LIMITED WARRANTY Effective April 1, 2015

LIMITED WARRANTY

The Jacobsen Division of Textron Inc. ("Jacobsen") warrants that any new whole good product or serialized accessory manufactured or sold by Jacobsen other than batteries, engines and tires ("Product") shall be free from defects in material and/or workmanship for the time periods set forth below ("Limited Warranty"). Any Product found in the reasonable judgment of Jacobsen to be defective in material or workmanship shall be repaired or the defective component replaced, in Jacobsen's sole discretion, by an authorized Jacobsen dealer or distributor without charge. This Limited Warranty extends to the original retail purchaser or lessee only and is not transferable to any subsequent purchasers or lessees, or applicable to used Product. Furthermore, the Limited Warranty does not apply to Products where damage occurs as a result of ordinary wear and tear, or as a result of consumption through ordinary use. This warranty may be updated from time to time at the sole discretion of Jacobsen.

LIMITED WARRANTY PERIODS

- Products (not including Aeration Products): the earlier of two (2) years from date of delivery, or two thousand (2,000) hours of usage*.
- Aeration Products: The earlier of two (2) years from date of delivery, or five hundred hours (500) hours of usage*.

EXTENDED LIMITED WARRANTY PERIODS

Extended Limited Warranties are available at an additional cost. The extended Limited Warranty may be purchased at the time the Product is purchased, up to 120 days thereafter, or during the first 100 hours of usage* (whichever occurs first). After this period and through the earlier of, 1 year after the date of purchase or through 300 hours of usage*, the extended Limited Warranties may be purchased at a surcharged rate. Under no circumstances may an extended Limited Warranty be purchased after 1 year or 300 hours of usage*. Items listed in the "Individual Component Warranties" do not extend with the purchase of the extended Limited Warranty.

Subject to the requirements and limitations set forth herein, the following extended warranty periods may be purchased:

- Products (not including Aeration Products): The earlier of years from date of delivery, or hours of usage limits.
 - Three (3) years, or twenty five hundred (2500) hours of usage*.
 - Four (4) years, or three thousand (3000) hours of usage*.
 - Five (5) years, or thirty five hundred (3500) hours of usage*.
- Aeration Products: The earlier of years from date of delivery, or hours of usage limits.
 - Three (3) years, or six hundred and twenty five (625) hours of usage*.
 - Four (4) years, or seven hundred and fifty (750) hours of usage*.
 - Five (5) years, or eight hundred and seventy five (875) hours of usage*.

INDIVIDUAL COMPONENT WARRANTIES

Batteries, certain engines and tires sold as part of Jacobsen whole goods are warranted separately by their manufacturers and are not subject to this warranty (Limited or extended). You should carefully review the warranty materials provided with your Jacobsen Product to determine the applicable warranty. Any warranty claims for batteries, certain engines or tires should be made to that manufacturer at the contact information provided with your Product.

The individual component items ("IC Items") listed below have a special warranty as set forth in the table. Please note the Limited Warranty set forth above and any extended Limited Warranty does not apply to any IC Items whatsoever.

IC Items	Terms	IC Items	Terms	IC Items	Terms
Rollers	1 year	Tires	1 year	Glass or Windows	None
Caster Wheels	1 year	Deck Skin	1 year	Lubricants (Oil)	None
Brushes (All)	1 year	Paint	1 Year	Coolants	None
Bearings	1 year	Cutting Cylinders	3 Months	Tines	None
Bushings	1 year	Bed Knives	1 Month	Filters	None
Brake Components	1 year	Blades	1 Month	Spark Plugs	None
Clutch Components	1 year	Belts	1 Month		
Hoses	1 year	Bulbs	1 Month		

*** NUMBER OF HOURS CALCULATION METHODOLOGY IS ONLY APPLICABLE IF AN APPROVED JACOBSSEN HOUR METER IS ATTACHED TO THE PRODUCT AT THE TIME OF PURCHASE. SUCH APPROVAL IS AT THE SOLE DISCRETION OF JACOBSSEN.**

For further information, Call 1-800-848-1636, Go to www.jacobsen.com, or write to Jacobsen Division of Textron Inc., attention: Jacobsen Customer Care/Warranty Department, 11108 Quality Drive, Charlotte, North Carolina 28273-7714 USA.

Litho in U.S.A. 03-2015

Part No. 4121330 – Rev C



STATEMENT OF LIMITED WARRANTY Effective April 1, 2015

PARTS WARRANTIES

- Jacobsen parts and non-serialized accessories provided by Jacobsen to replace defective parts and non-serialized accessories under this Limited Warranty are themselves warranted for defects in material and workmanship for the duration of the Limited Warranty period or extended Limited Warranty period of the Product.
- Purchased Jacobsen parts shall be free from defects in material and/or workmanship for a period of one hundred and eighty (180) days from the date of purchase. Reimbursement for claimed purchased Jacobsen parts is for parts only; labor claimed to replace subject parts is not covered by this Limited Warranty.

MAKING A WARRANTY CLAIM

To make a warranty claim, you must notify an authorized Jacobsen dealer or distributor as soon as a warrantable condition becomes known to you, but not later than the end of the applicable warranty period. You must provide the dealer or distributor with proof and date of purchase. Repairs performed by other than authorized Jacobsen dealers or distributors will not be reimbursed and may void this Limited Warranty. Jacobsen makes no warranty for warranty service performed by other than its authorized dealers and distributors. You should visit your authorized Jacobsen dealer or distributor periodically to ensure proper maintenance and care of your Jacobsen Product.

WARRANTY EXCEPTIONS

This Limited Warranty is not applicable to Product that: • has been subject to misuse, neglect, negligence, or accident; • has been operated or maintained in any way contrary to the Instructions specified in the Operator's Manual or Service Manual; • has not received required maintenance or repair; • has been altered or modified in a manner not approved by Jacobsen, (including the use of aftermarket/retrofit accessories that adversely affect the Product's operation, performance or durability) or that has been altered or modified so as to change its intended use; • is damaged as a result of ordinary wear and tear, or is the result of consumption through use (unless otherwise found to be defective), including, but not limited to, blades, bed knives, bearings, reels, tines, caster wheels, belts, brake and clutch linings, spark plugs, hoses, oil, lubricants, fuels, or coolant; • is damaged as a result of the use of non-Jacobsen approved replacement parts that cause damage to other parts; • is damaged as a result of weather, exposure to the elements, or lack of reasonable storage practices that can affect the appearance and durability of exterior components, including but not limited to, seats, paint and plastics; and • is damaged as a result of exposure to unapproved or recycled coolants, oils, lubricants, fuels, additives or other chemicals.

OTHER JACOBSEN RIGHTS:

- Jacobsen may perform semi-annual Product inspections (directly or through assigned Jacobsen representatives) through the term of any lease.
- Jacobsen may improve, modify or change the design of any Jacobsen Product, part or components without being responsible to modify previously manufactured Products, parts or components.
- Jacobsen may audit and inspect the Purchaser's facility, maintenance records and its Products by Jacobsen representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- THE WARRANTY FOR ALL PURCHASED OR LEASED PRODUCTS SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

WARRANTY LIMITATIONS

OTHER THAN THIS LIMITED WARRANTY, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES OTHER THAN THIS EXPRESS LIMITED WARRANTY ARE SPECIFICALLY DISCLAIMED. JACOBSEN'S OBLIGATION UNDER THIS LIMITED WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. JACOBSEN DOES NOT ASSUME OR AUTHORIZE ANYONE (INCLUDING ITS AUTHORIZED DEALERS OR DISTRIBUTORS) TO ASSUME FOR IT ANY OTHER OBLIGATION. JACOBSEN SHALL HAVE NO LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES ARISING OUT OF OR RELATED TO THE USE OF JACOBSEN PRODUCT OR BREACH OF WARRANTY, INCLUDING, BUT NOT LIMITED TO, EXPENSE FOR GASOLINE, TRAILERING OR TOWING CHARGES, RENTAL OR PURCHASE OF REPLACEMENT PRODUCT WHILE WARRANTY SERVICE IS BEING PERFORMED, TRAVEL, LODGING, LOSS OR DAMAGE TO PERSONAL PROPERTY, LOSS OF REVENUE, LOSS OF USE OF PRODUCT, OR LOSS OF TIME OR INCONVENIENCE. JACOBSEN RESERVES THE RIGHT TO CHANGE OR IMPROVE THE DESIGN OF ANY PRODUCT WITHOUT ASSUMING ANY OBLIGATION TO MODIFY ANY PRODUCT PREVIOUSLY MANUFACTURED.

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow the exclusion of incidental damages or limitations on how long an implied warranty may last, so the above exclusions and limitations may not apply to you

* NUMBER OF HOURS CALCULATION METHODOLOGY IS ONLY APPLICABLE IF AN APPROVED JACOBSEN HOUR METER IS ATTACHED TO THE PRODUCT AT THE TIME OF PURCHASE. SUCH APPROVAL IS AT THE SOLE DISCRETION OF JACOBSEN.

For further information, Call 1-800-848-1636. Go to www.jacobsen.com, or write to Jacobsen Division of Textron Inc., attention: Jacobsen Customer Care/Warranty Department, 11108 Quality Drive, Charlotte, North Carolina 28273-7714 USA.

Litho in U.S.A. 03-2015

Part No. 4121330 – Rev C

RESOLUTION NO. 2023-055

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes a \$300 monthly, non-pensionable, taxable expense allowance and budget amendment for the City Clerk III position to commence in April of 2023; and

BE IT FURTHER RESOLVED that said expense allowance may be modified provided said modification is incorporated into the approved/adopted budget.

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 27, 2023, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2023-056

**A RESOLUTION AMENDING THE CITY'S
STORM WATER MANAGEMENT PROGRAM PLAN**

WHEREAS, the City of Mountain Brook, Alabama (“City”) is a member of the Storm Water Management Authority, Inc. (“SWMA”).

WHEREAS, SWMA, in conjunction with the Jefferson County Department of Public Health (“JCDH”) has assisted the City in the development of its Storm Water Management Program Plan (“Plan”), in the form as attached hereto as Exhibit A, to be adopted by the City so that the City may maintain compliance with its Alabama Department of Environmental Management (ADEM) Permit ALS000001.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby amends its previously adopted Storm Water Management Program Plan (Ordinance No. 2063), in the form as attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the amended Storm Water management Program Plan shall become effective March 27, 2023.

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on March 27, 2023, as same appears in the minutes of record of said meeting.

City Clerk



STORM WATER MANAGEMENT PROGRAM PLAN
February 2023

Prepared For
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

Prepared by
Jefferson County Department of Health
1400 Sixth Avenue South
Birmingham, Alabama 35233
(205) 930-1230

Signatory and Certification Requirements:

I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information the information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Stewart H. Welch, III
Mayor, City of Mountain Brook

Date

Address: P.O. Box 130009
Mountain Brook, AL 35213

Phone: (205) 802-3800

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Appendix A – Storm Water Program Documents

Appendix B – Storm Water Collection Systems Operations

Appendix C – Illicit Discharge Detection and Elimination (IDDE)

Appendix D – Construction Site Storm Water Runoff Control

Appendix E – Spill Prevention and Response

Appendix F – Pollution Prevention/Good Housekeeping for Municipal Operations

Appendix G – Industrial Storm Water Runoff

INTRODUCTION

REGULATORY OVERVIEW

The City of Mountain Brook (City) was issued by the Alabama Department of Environmental Management (ADEM) a Municipal Separate Storm Sewer System (MS4) Individual Phase I Permit (ALS000018) on June 7, 2017 (**Appendix A**). Previously, the City was included as a Co-Permittee under permit number ALS000001. The current permit was issued and became effective on July 11, 2022.

As a condition of this permit, “The permittee is required to develop, revise, implement, maintain and enforce a storm water management program (SWMP) which shall include controls necessary to reduce the discharge of pollutants from its MS4 consistent with Section 402(p)(3)(B) of the Clean Water Act and 40 CFR Part 122.26. These requirements shall be met by the development and implementation of a storm water management program plan (SWMPP) which addresses the best management practices (BMPs), control techniques and systems, design and engineering methods, public participation and education, monitoring, and other appropriate provisions designed to reduce the discharge of pollutants from the MS4 to the Maximum Extent Practicable (MEP)”.

Per the requirements of NPDES Permit Number ALS000018, BMPs, measurable goals, and responsibility designations are provided for each of the following program elements:

- Storm Water Collection System Operations
- Public Education and Public Involvement on Storm Water Impacts
- Illicit Discharge Detection and Elimination
- Construction Site Storm Water Runoff Control
- Post-Construction Storm Water Management in New Development and Re- Development
- Spill Prevention and Response
- Pollution Prevention/Good Housekeeping for Municipal Operations
- Application of Pesticides, Herbicides, and Fertilizers
- Oils, Toxics, and Household Hazardous Waste Control
- Industrial Storm Water Runoff

ADEM defines the fiscal year as October 1st to September 30th. Annual reports are required to be submitted to ADEM no later than January 31st following the previous fiscal year.

MS4 JURISDICTIONAL BOUNDARY

The City of Mountain Brook's MS4 boundary is bound to the north by the city of Birmingham, to the south by the city of Vestavia Hills, to the east by Irondale, and to the west by Homewood. Approximately 26 square miles of residential, commercial, industrial, undeveloped lands and streams make up the MS4 boundary. See **Figure 1: MS4 Boundary**.

There are two water bodies, Cahaba River and Shades Creek, which are considered impaired by the U.S. Environmental Protection Agency and ADEM within the MS4 boundary. The designated use for Cahaba River within the MS4 is Outstanding Alabama Water and Public Water Supply (OAW/PWS). The designated use for Shades Creek within the MS4 is Fish and Wildlife (F&W). Cahaba River has a United States Environmental Protection Agency (USEPA) approved Total Maximum Daily Load (TMDL) for Siltation and Habitat Alteration as well as for Nutrients. Shades Creek has a USEPA approved TMDL for Siltation, Turbidity and Habitat Alteration as well as for Fecal Coliform.

LEGAL AUTHORITY AND ENFORCEMENT

Part II C of the permit requires the City to review and revise its ordinances and regulatory mechanisms as necessary to comply with the permit. Below is a summary of the current ordinances, municipal codes, and regulations related to the management of The City of Mountain Brook's MS4. These ordinances are found in **Appendix A**.

- **Ordinance 2024, Erosion and Sediment Control Ordinance:** Controls sedimentation leaving construction sites. The ordinance describes the fees, regulations, and the requirements surrounding a land disturbing permit issuance.
- **Ordinance 2092, Fee Schedule/Bond Requirements:** Requires a \$10000 per acre bond for Land Disturbance and escalating fee for noncompliance of \$100-\$500 and revocation or suspension of permits.
- **2013 Subdivision Regulations:** Approved by the Planning and Zoning Board and carry the force of a City Ordinance. They address design requirements for residential and commercial storm water infrastructure.
- **Ordinance 1351, Tree Commission:** Encourages the planting of trees and shrubs to aid in the prevention of erosion and sedimentation, reduce storm water runoff, help control drainage, and restore denuded soil subsequent to construction and grading.

- **Ordinance 2091, An Ordinance to regulate Storm Water Detention within the City of Mountain Brook, Alabama:** Requires a pre development submittal of a pre and post construction drainage plan. Encourages and requires a site plot plan showing improvement and impervious surface area to reduce and limit storm water run-off onto other property and the public storm water system.
- **Ordinance 1633, Flood Ordinance:** Promotes public health, safety and general welfare by controlling construction and construction practices in and around the floodplain as well as controlling the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters.
- **Ordinance 50 & 54, Litter, Waste, & Weed Ordinance:** Makes it unlawful to litter, leave waste or weed nuisance on private property or of a sidewalk or street in the city.
- **Ordinance 1112 Abandoned or Inoperable Motor Vehicle Ordinances:** Establishes a law against leaving abandoned and non-usable motor vehicles in the public right of way or within public view on private property.
- **Ordinance 536, Depositing of soil, construction debris, etc., by person engaged in grading or construction Ordinance:** Institutes a misdemeanor violation for leaving or depositing construction debris or materials in the public right of way yard trash and debris in the gutter line. It also controls siltation and construction materials to be contained.
- **Ordinance 2023 Illicit Discharge Ordinance:** Creates an enforcement capability and complaint system in place for illicit discharge of substances into the municipal storm water system.
- **Ordinance 2032 Regulating Nuisance on Private Property:** Establishes clear violation of public nuisance in amending sections of 50, 54 and 1112 regarding litter, waste, weeds, and vehicle nuisance on private property in relation to the public view or interest to protect the neighbor or general public from such public safety nuisance.
- **Ordinance 2019 Post Construction Ordinance:** Enacts the post construction regulations as set forth by the NPDES Permit issued to the city.

In 2011 the City of Mountain Brook also adopted a Standard Operating Procedure (SOP) Manual detailing guidelines for addressing many activities associated with the program elements. The SOP Manual is found in **Appendix A**.

The following table reflects which City department is responsible for implementing or coordinating BMPs for each separate program element:

DEPARTMENT	RESPONSIBILITIES
Storm Water Collection Systems Operations	
Public Works/JCDH	Maintain map of City owned/maintained structural controls
Public Works	Semi-annual inspection of new and existing structural controls
Inspections	Develop SOP, inspection checklist, and maintenance procedures
Public Works	Stabilize and re-vegetate eroded areas as needed
Public Works	Remove floatable, litter, sediment, and debris from structural controls
Public Education and Public Involvement on Storm Water Impacts	
Administration	Seek and consider public input in the development and implementation of the SWMPP
Administration	Identify targeted pollutant sources
Administration/Public Works	Post litter signage
Administration	Educate individuals and households on reducing storm water pollution
Administration	Encourage community involvement in the storm water program
Administration	Evaluate the effectiveness of the public education program
Administration	Organize annual cleanup
Illicit Discharge Detection and Elimination (IDDE)	
JCDH	Develop MS4 map of outfalls
Administration	Develop applicable ordinances and other regulatory mechanisms
JCDH	Screen at least 15% of the outfalls during dry weather conditions
City Personnel/JCDH	Identify illicit discharge source
Code Enforcement or JCDH	Eliminate illicit discharges
Administration	Notify ADEM of a suspected illicit discharge entering the MS4 from an adjacent MS4
Administration	Receive complaints and investigate illicit discharges reported by the public
Administration	Educate employees on detecting an IDDE, tracing the source of and eliminating illicit discharge
Administration	Make publicly available ordinances and regulatory mechanisms
Construction Site Storm Water Runoff Control	
Inspections	Develop applicable ordinances and other regulatory mechanisms
Engineering	Perform site plan reviews
Inspections/Engineering	Complete monthly qualifying site inspections
Inspections	Train inspection staff
Inspections	Provide construction site inspection checklist
Administration	Document Enforcement Response Plan (ERP) actions
Administration/Inspections	Provide construction site operator education

DEPARTMENT	RESPONSIBILITIES
Post-Construction Storm Water Management in New Development and Re-Development	
Administration	Develop applicable ordinances and other regulatory mechanisms
Administration	Encourage the application of LID/GI practices
Inspections	Inventory post-construction structural controls
Spill Prevention and Response	
Fire and Rescue	Follow City response protocol
Fire and Rescue	Follow spill prevention/spill response plan
Fire and Rescue/Administration	Educate employees on spill prevention/spill response
Pollution Prevention/Good Housekeeping for Municipal Operations	
All Departments	Inventory municipal facilities
All Departments	Evaluate strategy for trash removal
All Departments	Follow good housekeeping practices SOP
All Departments	Complete municipal inspections
Administration	Educate employees on good housekeeping
Application of Pesticides, Herbicides, and Fertilizers(PHFs)	
Park and Recreation/Public Works	Document application and storage of PHFs
Administration	Educate employees on PHFs usage and storage
Oils, Toxics, and Household Hazardous Waste Control	
Administration	Educate public on proper disposal
Administration	Educate employees on oils, toxics, and household hazardous waste
Industrial Storm Water Runoff	
Administration/JCDH	Inventory high risk facilities
JCDH	Inspect high risk facilities
Monitoring and Reporting	
JCDH	Monitor locations
JCDH	Review identified impaired waterways
JCDH	Monitor parameters and frequency
JCDH	Perform sampling and analysis
Other Requirements	
All Departments	Perform SWMPP plan review and modification
JCDH	Prepare annual report for submittal

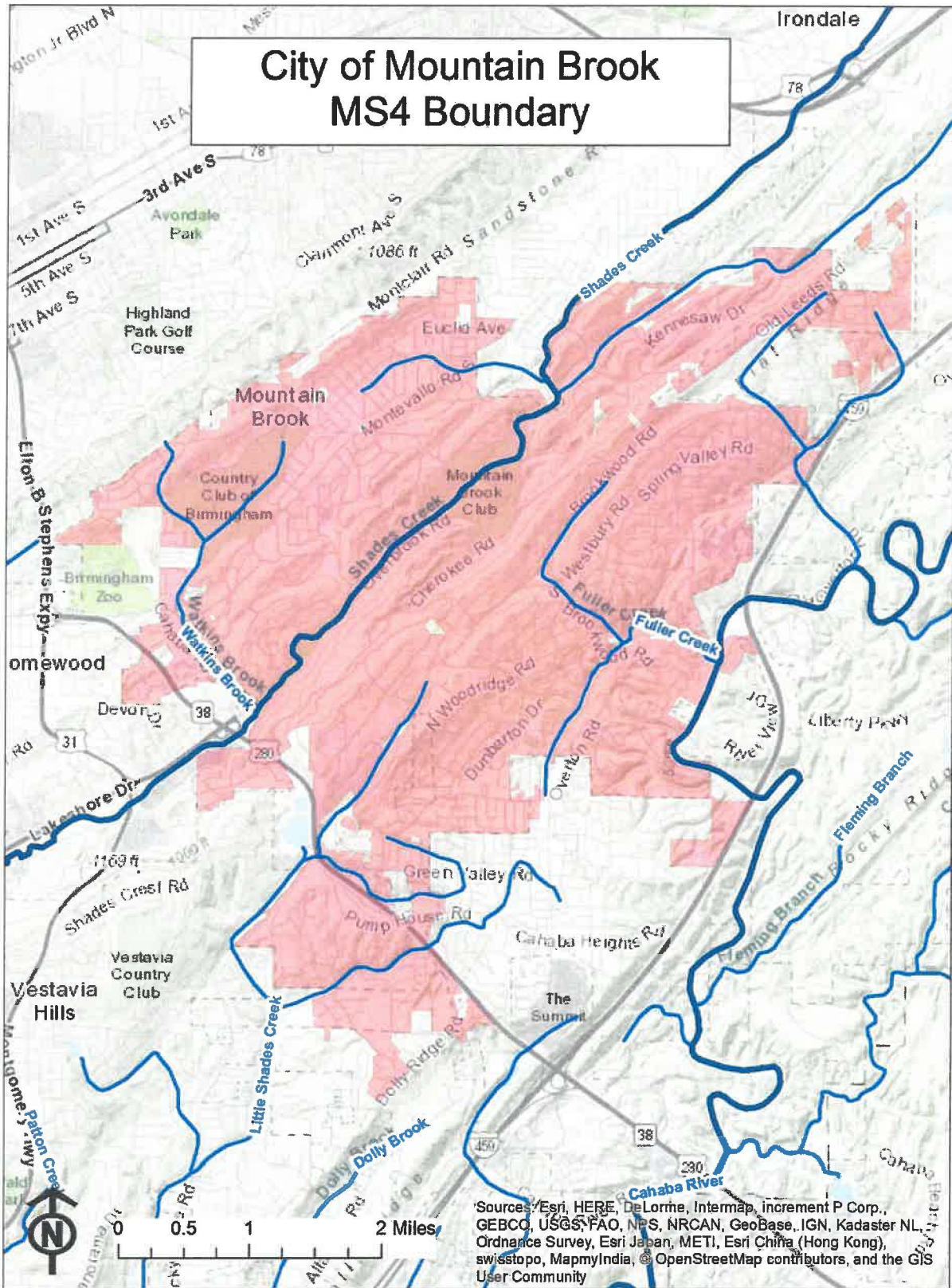


Figure 1: MS4 Boundary

STORM WATER COLLECTION SYSTEMS OPERATIONS

STRUCTURAL CONTROLS MAP

The City currently owns a structural control within our Public Works facility to mitigate volume flow off site onto the ALDOT ROW of I-459 but, maintains two private structural controls abutting the MS4 boundary limits (See **Figure 2: Structural Controls**). One structural control device is on the Birmingham Zoo property within the city limits of Birmingham and the other one is adjacent on Unincorporated Jefferson County property. The devices work collectively to help control flooding in Mountain Brook. The City will monitor the addition of any City owned/maintained structural controls.

Responsible Department: Public Works/JCDH

STRUCTURAL CONTROLS INSPECTION

As stated in the permit, all existing and new structural controls owned/maintained by the Permittee shall be inspected using a standard inspection form found in **Appendix B** on a semi-annual basis, at a minimum. Maintenance activities will also be documented using the provided maintenance form found in **Appendix B**. The completed forms should be uploaded to the Storm Water Online Activity Record (SOAR) program. The City owns no structural controls currently. A city inspector and/or a contractor will perform inspections. Any deficiencies or maintenance recommendations listed on the inspection form in regards to the structural control will be addressed and documented by Public Works.

Responsible Department: Public Works

STANDARD OPERATING PROCEDURE (SOP) FOR STRUCTURAL CONTROL INSPECTION AND MAINTENANCE PROCEDURES

The standard operating procedure for structural control inspection and maintenance is found in **Appendix B**.

Responsible Department: Inspections

STABILIZATION AND RE-VEGETATION OF ERODED AREAS

During the inspection of the structural controls, areas of erosion will be documented. The Public Works Department will receive a copy of the inspection documentation noting the eroded areas and will stabilize and re-vegetate these areas. Activities are to be documented and submitted as described.

Responsible Department: Public Works

FLOATABLES, LITTER, SEDIMENT AND DEBRIS REMOVAL

All floatables, litter, sediment, and/or debris found during the structural inspection will be documented. The Public Works Department will receive a copy of the inspected documentation and will address the noted items. Public Works will also complete documentation of the estimated amounts of floatables, litter, sediment and debris removed during maintenance activities and upload to SOAR.

Responsible Department: Public Works

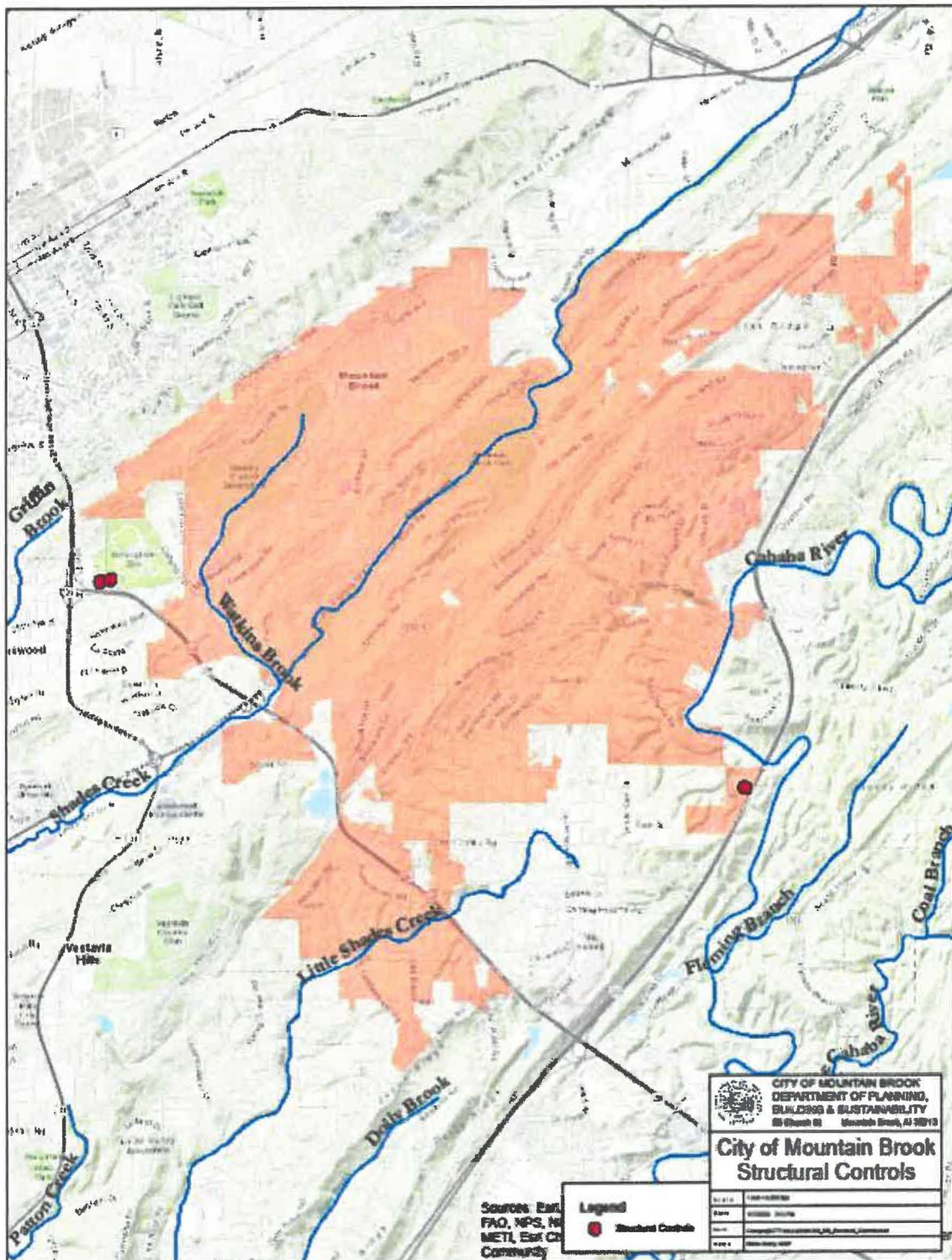


Figure 2: Structural Controls

PUBLIC EDUCATION AND PUBLIC INVOLVEMENT ON STORM WATER IMPACTS

PUBLIC EDUCATION AND PUBLIC INVOLVEMENT BMPS

PUBLIC EDUCATION

The City will provide public education information via its stormwater webpage and distribution of stormwater brochures.

PUBLIC INVOLVEMENT

The City activities for public involvement include a litter clean-up and a household hazardous waste collection event.

DEVELOPMENT AND IMPLEMENTATION OF THE SWMPP

The City seeks public input on the SWMPP by posting the draft SWMPP on its website for comments. Notification announcements will be made at council meetings. The Council-approved SWMPP for the upcoming year will then be posted on the website and be submitted yearly.

Responsible Department: Administration

TARGETED POLLUTANT SOURCES FOR PUBLIC EDUCATION

The City discusses targeted pollutant sources in the section of the SWMPP titled “Community Involvement with the Storm Water Program”.

REDUCTION OF LITTER FLOATABLES AND DEBRIS

Litter signage is maintained throughout the City. Signage will be updated as necessary to properly address these issues. Administration approves of the messages and Public Works installs the signs and/or labels.

Responsible Departments: Administration/Public Works

EDUCATING INDIVIDUALS AND HOUSEHOLDS ON REDUCING STORM WATER POLLUTION

Information describing Mountain Brook's Storm Water Program is posted on the City's website. The information includes general information about the storm water permit with links and brochures about different ways to reduce storm water pollution in relation to the different community segments. These same brochures on storm water issues are placed at City Hall for public pickup. These materials will be updated as needed.

Responsible Department: Administration

COMMUNITY INVOLVEMENT WITH THE STORM WATER PROGRAM

GENERAL PUBLIC

The City has a storm water page on its website and placed brochures containing information in City facilities that inform the general public of:

- General impacts litter has on waterbodies and ways to reduce the litter
- General impacts of storm water on surface water from impervious surfaces
- Source control BMPs in areas of pet waste, home vehicle maintenance, landscaping and rain water reuse.
- Impacts of illicit discharges and how to report them.

These materials will be updated as needed.

Responsible Department: Administration

GENERAL PUBLIC AND BUSINESSES, INCLUDING HOME-BASED AND MOBILE

The City has a storm water page on its website and placed in City facilities brochures containing information on the following business-related topics:

- Information on BMPs for use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps and other hazardous materials.
- Impacts of illicit discharges and how to report them.

These materials will be updated as needed.

Responsible Department: Administration

HOMEOWNERS, LANDSCAPERS, PROPERTY MANAGERS, AND CITY PERSONNEL

The City has a storm water page on its website and placed brochures containing educational information in City facilities that inform homeowners, landscapers, and property managers on the following topics:

- Landscape or yard care techniques that protect water quality.
- BMPs and storage of pesticides, herbicides, and fertilizers.
- BMPs for carpet cleaning and auto repair and maintenance
- Detention/retention pond maintenance.
- General impacts of storm water from impervious surfaces into surface water.

These materials will be updated as needed.

Responsible Department: Administration

ENGINEERS, CITY PERSONNEL, REVIEW STAFF, LAND USE PLANNERS, CONTRACTORS, AND DEVELOPERS

The City has a storm water page on its website and also placed in City facilities brochures to inform engineers, contractors and developers on the following topics:

- Impacts of increased storm water flows into receiving waterbodies.
- Technical standards for construction site sediment and erosion control
- Stormwater treatment and flow control BMPS
- Run-off reduction techniques and low impact development (LID)/green infrastructure practices and maintenance. Specifically addressing site design, pervious pavement, alternative parking lot design, retention of forests and mature trees.

These materials will be updated as needed.

Responsible Department: Administration

EVALUATING THE EFFECTIVENESS OF THE PUBLIC EDUCATION PROGRAM

The City will on a continuing basis evaluate the effectiveness of the public education program by monitoring and reporting the number of visitors to the storm water page and the number of brochures that are picked up from City facilities on an annual basis.

Responsible Department: Administration

**PUBLIC ACTIVITIES TARGETING LITTER, FLOATABLES AND DEBRIS REMOVAL FROM
AREA WATERWAYS**

Currently the City is planning to host or participate in a cleanup annually. The tonnage collected by the City will be included in the Annual Report.

Responsible Department: Administration

ILLCIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

MS4 MAP

Maps of the major outfalls and waters of the State within the MS4 boundary that receive discharge from the major outfalls can be found in **Appendix C**. Also, a list of the major outfalls' latitude and longitude coordinates can be found in **Appendix C**.

JCDH will update the MS4 map and provide a list of location coordinates annually on behalf of the City.

Responsible Department: JCDH

ORDINANCE/REGULATORY MECHANISM

Ordinance 2023 and 2032 addresses illicit discharges as required by the City's Permit.

Responsible Department: Administration

DRY WEATHER SCREENING PROGRAM

Dry weather screening of at least 15% of the major outfalls will be performed annually with 100% of the major outfalls screened at least once per the five-year permit period. This work will be completed by JCDH. Currently there are no priority outfalls identified within the MS4 boundary, but if illicit discharges are identified during the dry weather inspections, those outfalls will be screened on an annual basis. JCDH shall use the EPA's guidance manual, *Illicit Discharge Detection and Elimination, A Guidance Manual for Program Development and Technical Assessments*, Center for Watershed Protection, October 2004, for the main source of investigative techniques and guidance for the dry weather screening process. Outfalls will be field inspected after a minimum of 72 hours of dry weather. Data sheets found in **Appendix C** will be filled out for each outfall inspected. The protocols for dry weather screening are in the Standard Operating Procedure Manual found in **Appendix A**.

Responsible Department: JCDH

SOURCE IDENTIFICATION

If during the dry weather screenings, Public Works' identification, or citizen complaint, an outfall is found to be discharging a liquid, the city inspector or JCDH personnel will traverse upstream of the discharge in an attempt to identify the source of the discharge. If the discharge source is unidentifiable, then a sample of the discharge shall be collected by JCDH and analyzed by a qualified lab. Based on the lab results, the outfall will be prioritized and scheduled for further investigation if needed.

Responsible Departments: City Personnel/JCDH

ILLICIT DISCHARGE ELIMINATION

Once the source and responsible party of an illicit discharge has been identified, either the City will take action through **Ordinance 2023** or JCDH will through its regulations.

Responsible Departments: Code Enforcement or JCDH

ADEM NOTIFICATION BY THE CITY

If a suspected illicit discharge enters the City's MS4 boundary from an adjacent MS4, the City will notify the adjacent MS4 and the ADEM Water Division within 48 hours of observing the suspected illicit discharge. The Standard Operating Procedure for this action is found in **Appendix C**.

Responsible Department: Administration

ILLCIT DISCHARGE REPORTING BY THE PUBLIC

The City receives calls for illicit discharges at the City Hall phone number 205-802-3800 or action center located on the home page of the web site. There is also a phone number, 205-802-3812 or email of merchant@mtnbrook.org, listed on the City's website to report illicit discharges.

Responsible Department: Administration

PERSONNEL TRAINING

City administrators, engineers, inspectors and laborers will be trained on IDDE identification and response annually.

Responsible Department: Administration

ORDINANCE/REGULATORY MECHANISM AVAILABILITY

The illicit discharge ordinance is found on the City's website at the link below:

<https://www.mtnbrook.org/pbs/page/storm-water-management>

Responsible Department: Administration

CONSTRUCTION SITE STORM WATER RUNOFF CONTROL

ORDINANCE/REGULATORY MECHANISM

Ordinance 2024 addresses Construction Site Regulations as required by the City's Permit. The ordinance is found on the City's website at the link below:

<https://www.mtnbrook.org/pbs/page/storm-water-management>

Responsible Department: Inspections

SITE PLAN REVIEWS

According to **Ordinance 2024**, a BMP plan must be submitted to the City along with the permit application before any land disturbance. The City must either approve or disapprove the BMP plan within 14 days. Reasons for disapproval must be submitted to the applicant in writing. All revisions have an additional 14-day response time. Land disturbing activity may not be commenced prior to the issuance of the permit by the City.

Responsible Department: Engineering

CONSTRUCTION SITE INSPECTION SCHEDULE

The City will perform a monthly inspection, at a minimum, on qualifying sites that have been issued land disturbance permits. Mountain Brook's sites are categorized as "Priority Construction Sites" due to the impaired status of Shades Creek and the Cahaba River. Erosion controls and best management practices will be inspected during these inspections. Deficiencies identified during an inspection will be subjected to enforcement procedures outlined in the Erosion Control Ordinance.

Responsible Department: Inspections/Engineering

TRAINING OF MS4 SITE INSPECTION STAFF

Personnel responsible for construction site inspections receive BMP training annually.

Responsible Department: Inspections

CONSTRUCTION SITE INSPECTION CHECKLIST

See **Appendix D** for the City's construction site inspection checklist.

Responsible Department: Inspections

ENFORCEMENT RESPONSE PLAN (ERP)

An Enforcement Response Plan is included in **Ordinance 2024**. Documentation of formal enforcement actions and ADEM referrals is available via the SOAR program.

Responsible Department: Administration

CONSTRUCTION SITE OPERATOR TRAINING

The City provides construction site operator's informational materials regarding appropriate application and maintenance of erosion and sediment controls when they receive their permits from the Inspections Department. The City has a storm water page on its website and brochures at City facilities that inform the engineers, contractors and developers on:

- Impacts of increased storm water flows into receiving waterbodies.
- Run-off reduction techniques and low impact development (LID)/green infrastructure practices. Specifically addressing site design, pervious pavement, alternative parking lot design, retention of forests and mature trees.

These materials will be updated as needed.

Responsible Departments: Administration/Inspections

POST-CONSTRUCTION STORM WATER MANAGEMENT IN NEW DEVELOPMENT AND RE-DEVELOPMENT

ORDINANCE/REGULATORY MECHANISM

Ordinance 2019 addresses storm water design requirements for post-construction storm water management.

The Ordinance addresses the following:

- Procedures to develop, implement and enforce systems of appropriate structural and/or non-structural BMPs.
- Procedures to develop, implement and enforce performance standards.
- Procedures for encouragement of the utilization of LID/green infrastructure practices.
- Procedures to ensure compliance including sanctions and enforcement mechanisms.
- Procedures for post-construction inspections to include tracking and enforcement.
- Procedures to ensure adequate long-term operation and maintenance of BMPs.

The post-construction ordinance is found on the City's website at the link below:

<https://www.mtnbrook.org/pbs/page/storm-water-management>

Responsible Department: Administration

LID/GI ENCOURAGEMENT PROCEDURES

Information detailing the importance of LID/GI is provided along with the City's land disturbance permit application. This also includes a statement acknowledging receipt of the information by the applicant.

Responsible Department: Administration/Inspections

INVENTORY OF POST-CONSTRUCTION STRUCTURAL CONTROLS

The City is developing a list of privately-owned structural controls for those built after the codification of the new requirements. Currently the City has none. The City will update annually the list of privately-owned structural controls under the new requirements.

Responsible Department: Inspections

SPILL PREVENTION AND RESPONSE

CITY RESPONSE PROTOCOL

Mountain Brook Fire and Rescue is responsible for investigating, responding, and conducting response actions for any spill within the City's boundaries. Jefferson County's Emergency Management Agency (EMA) will additionally respond at the request of the City. Mountain Brook's Fire and Rescue and EMA track the spills, the response, and the cleanup activities for all spills.

Responsible Department: Fire and Rescue

SPILL PREVENTION/SPILL RESPONSE PLAN

The City's SOP for spill response is found in **Appendix E**.

Responsible Department: Fire and Rescue

PERSONNEL SPILL PREVENTION/RESPONSE TRAINING

Mountain Brook Fire and Rescue is responsible for the training and certification of their personnel. An annual training will be provided to municipal personnel on spill prevention/response.

Responsible Departments: Fire and Rescue/Administration

POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS

MUNICIPAL FACILITIES INVENTORY

See **Table 1: Municipal Facilities** for a list of facilities. The list will be reviewed annually and updated as needed.

Responsible Departments: All Departments

STRATEGY EVALUATION

City personnel pick up trash prior to it entering the MS4 and remove trash from the MS4. Volunteer organizations assist with removal of trash from waterbodies and the MS4. Trash collected is assessed and documented. The City also participates in a household hazardous waste collection event. An SOP for special events is located in **Appendix F**. These activities have been successful in removing and preventing trash from entering the MS4.

Responsible Departments: All Departments

GOOD HOUSEKEEPING PRACTICES SOP

The SOP detailing good housekeeping practices is found in the 2011 SWMA SOP Manual (**Appendix A**).

Responsible Departments: All Departments

INSPECTION PLAN

Annual inspections will be conducted for municipal facilities that have the potential to discharge pollutants via stormwater runoff. See **Appendix F** for the inspection checklist.

Responsible Departments: All Departments

GOOD HOUSEKEEPING TRAINING PROGRAM

City staff will be educated annually on good housekeeping practices. The SOP manual (**Appendix A**) contains procedures related to Good Housekeeping.

Responsible Department: Administration

APPLICATION OF PESTICIDES, HERBICIDES, AND FERTILIZERS (PHFS)

APPLICATION AND STORAGE

The Parks and Recreation Department keeps annual records of applied pesticides, herbicides, and fertilizers (PHFs). Each chemical used is applied per the labeling instructions. Safety Data Sheets (SDS) on each product are found in the chemical storage areas. City staff responsible for application of PHFs receive annual training in safe use, storage, and disposal of PHFs. All contractors contracted to apply pesticides or herbicides to City property shall provide proper certification and licensing before performing work. Also, contractors contracted to apply fertilizer must provide qualification in utilizing proper nutrient management practices.

City facilities that store PHFs will be inspected annually to determine proper storage, product labeling, and SDS accessibility (**Table 1: Municipal Facilities**). The SOP manual (**Appendix A**) contains procedures related to usage and storage of PHFs.

Responsible Department: Parks and Recreation/Public Works

PHF TRAINING PROGRAM

Necessary staff will be educated annually on proper PHF practices.

Responsible Department: Administration

Table 1: Municipal Facilities

Name	Address	Inspection
Park Board	3664 Bethune Dr., Mountain Brook 35223	Yes. Vehicle Storage, Equipment Maintenance, PHF Storage
Public Works	3579 East Street, Mountain Brook, AL 35243	Yes. Fuel Station and Vehicle Maintenance
Police Administration	101 Tibbett St, Birmingham, AL 35213	Yes. Fuel Pump and Vehicle Storage
Fire Station #3	4277 Old Leeds Rd, Mountain Brook, AL 35213	Yes. Fuel Pump and Vehicle Storage
Fire Station #1	102 Tibbett St, Mountain Brook, AL 35213	No. No potential to discharge pollutants.
City Hall	56 Church Street Mountain Brook, AL 35213	No. No potential to discharge pollutants.
Fire Station #2	3785 Locksley Dr, Mountain Brook, AL 35223	No. No potential to discharge pollutants.

OILS, TOXICS, AND HOUSEHOLD HAZARDOUS WASTE

PUBLIC EDUCATION ON PROPER DISPOSAL

The City has contact information on its webpage regarding where to report spills, illicit discharges and improper disposals. The webpage also includes a link to the website Earth911_ <http://earth911.com/> which provides local sites for recycling of oils, toxics and household hazardous waste. Brochures on oils, toxics, and household hazardous waste are on the City storm water webpage as well as placed in City facilities for public pick-up.

Responsible Department: Administration

ANNUAL EMPLOYEE TRAINING

Annual training on spill prevention is provided to City personnel.

Responsible Department: Administration

INDUSTRIAL STORM WATER RUNOFF

INVENTORY OF HIGH RISK FACILITIES

The City maintains a list of industrial and high risk facilities within the city limits (**Appendix G**). The list of industrial facilities will be reviewed annually for accuracy and will be updated when necessary.

Responsible Departments: Administration/JCDH

INSPECTION OF HIGH RISK FACILITIES

JCDH will inspect these sites annually on behalf of the City. See **Appendix G** for the Industrial Inspection form.

Responsible Department: JCDH

MONITORING AND REPORTING

MONITORING LOCATIONS

JCDH will take grab samples annually on behalf of the City at the sites listed below. See **Figure 3: Sampling Sites** for a map of the sites.

The site locations are as follows:

Water Body	Latitude, Longitude	Description
Fuller Creek	33.479676, -86.712698	Grab Sample
Shades Creek	33.48057, -86.759513	Grab Sample
Watkins Branch	33.476147, -86.763681	Grab Sample

Responsible Department: JCDH

IMPAIRED WATERWAYS

The City will review the waterbodies listed in the latest final §303(d) list, annually. If a waterbody becomes listed that falls within the MS4 boundary, the SWMPP will be updated as needed.

Responsible Department: JCDH

MONITORING PARAMETERS AND FREQUENCY

Grab samples will be analyzed for the following parameters:

- a. E. coli
- b. Total Nitrogen (TN) (mg/l)
- c. Total Phosphorus (mg/l)
- d. Total Suspended Solids (TSS) (mg/l)
- e. Temperature
- f. pH/ORP
- g. Turbidity (NTU)
- h. Conductivity
- i. Dissolved Oxygen (mg/l)
- j. Ammonia Nitrogen (NH₃-N) (mg/l)
- k. Biochemical Oxygen Demand (BOD) (mg/l)
- l. Chemical Oxygen Demand (COD) (mg/l)
- m. Hardness as CaCO₃ (mg/l)
- n. Nitrate plus Nitrite Nitrogen (NO₃+NO₂-N) (mg/l)
- o. Oil and Grease (mg/l)
- p. Total Dissolved Solids (TDS) (mg/l)
- q. Total Kjeldahl Nitrogen (TKN) (mg/l)

Responsible Department: JCDH

SAMPLE TYPE, COLLECTION AND ANALYSIS

JCDH will collect grab samples and submit them to a certified laboratory for analysis.

Responsible Department: JCDH

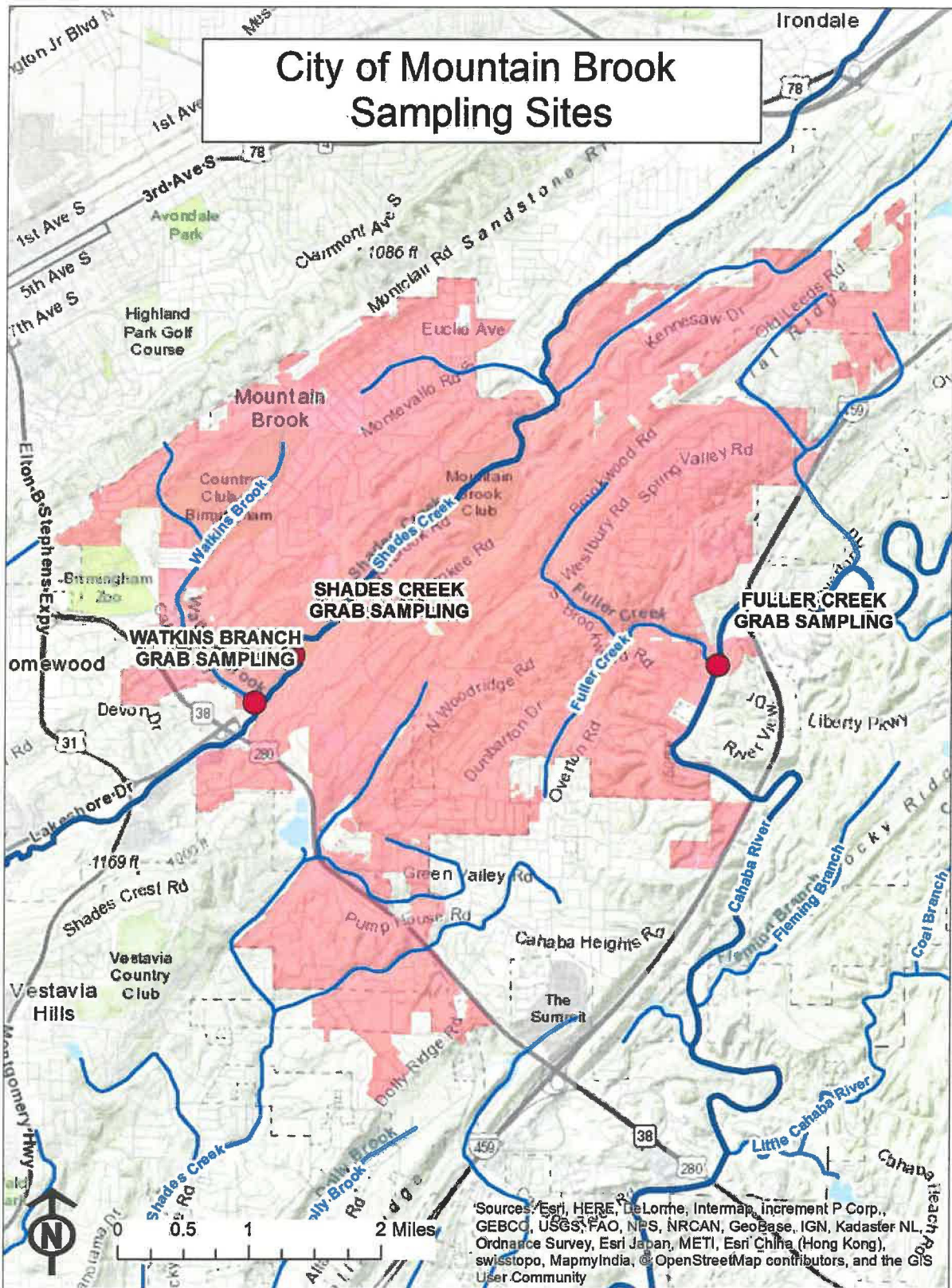


Figure 2: Sampling Sites

OTHER REQUIREMENTS

SWMPP PLAN REVIEW AND MODIFICATION

This plan will be reviewed annually and updated as necessary.

Responsible Departments: All Departments

ANNUAL REPORT

The Annual Report will be compiled by JCDH for the City of Mountain Brook.

Responsible Department: JCDH

ORDINANCE NO. 2139

**AN ORDINANCE RE-AFFIRMING VOTING DISTRICTS
PREVIOUSLY ESTABLISHED UPON THE ADOPTION OF ORDINANCE NO. 1624,
ASSIGNING POLLING LOCATIONS, AND PERMANENTLY REMOVING ONE POLLING
LOCATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MOUNTAIN BROOK
FOR CONVENIENCE AND SAFETY CONSIDERATIONS WITH RESPECT TO
ALL MUNICIPAL (GENERAL, RUN-OFF, AND SPECIAL) ELECTIONS
EFFECTIVE MARCH 27, 2023**

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

Section 1. Establishment of Polling Districts and Assignment of Polling Locations. The City shall be divided into six (5) polling districts as illustrated in the attached Exhibit A and the polling locations of each for the polling districts shall be as follows:

Polling District	<u>No.</u>	<u>Polling Location</u>	
	1	St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, AL 35213	(No Change)
	2	Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, AL 35213	(No Change)
	3	Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, AL 35223	(No Change)
	4	Mountain Brook Community Church (Precinct 48, Box 4) 3001 U. S. Highway 280 Mountain Brook, AL 35243	(No Change)
	5	Canterbury United Methodist Church (Precinct 46, Box 7) 350 Overbrook Road Mountain Brook, AL 35213	(No Change)

Section 2. Permanent removal of a polling location. The Cherokee Bend Elementary School polling location located at 4400 Fair Oaks Drive Mountain Brook, AL 35223 is hereby permanently removed from the list of polling districts within the corporate limits of the city of Mountain Brook. Cherokee Bend Elementary School voters will be absorbed into Canterbury United Methodist Church and Brookwood Baptist Church.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. 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. Effective Date. This ordinance shall become effective upon adoption and publication as provided by law.

ADOPTED: This 27th day of March, 2023.

Council President

APPROVED: This 27th day of March, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on March 27, 2023, as same appears in the minutes of record of said meeting, and published by posting copies thereof on March 28, 2023, 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>

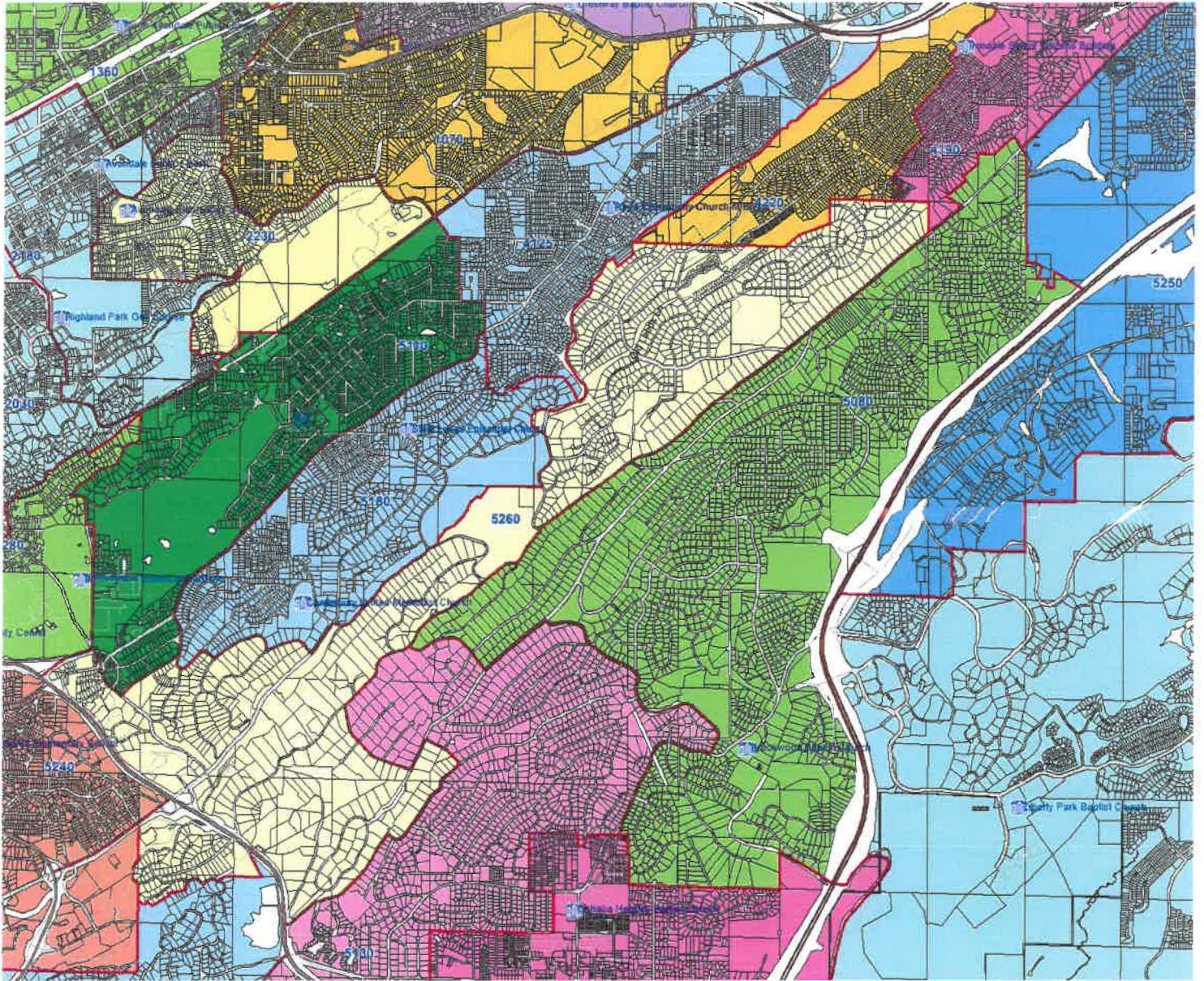
FW: Prec 5190 to 5260 and 5080

Stephenson, Barry <stephensonb@jccal.org>

To: Steven Boone <boones@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

See below. We have absorbed Cherokee Bend into Brookwood Baptist (5080) and Canterbury Methodist (5260)

Barry





Heather Richards <richardsh@mtnbrook.org>

Mountain Brook voter Info cards

4 messages

Stephenson, Barry <stephensonb@jccal.org>

Wed, Mar 15, 2023 at 9:13 AM

To: Steven Boone <boones@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

Good morning,

The voters from Cherokee Bend have all been moved and the voter notification cards should start hitting the mailboxes Friday or Saturday

Barry

Steve Boone <boones@mtnbrook.org>

Wed, Mar 15, 2023 at 9:40 AM

To: "Stephenson, Barry" <stephensonb@jccal.org>

Cc: Heather Richards <richardsh@mtnbrook.org>

Thank you.

[Quoted text hidden]

--

Steven Boone

City of Mountain Brook

P. O. Box 130009

Mountain Brook, AL 35213-0009

Direct: (205) 802-3825

Facsimile: (205) 874-0611

www.mtnbrook.org<http://mtnbrookcity.blogspot.com/>

Steve Boone <boones@mtnbrook.org>

Wed, Mar 15, 2023 at 9:41 AM

To: Heather Richards <richardsh@mtnbrook.org>

Cc: Sam Gaston <gastons@mtnbrook.org>

Sounds like it is time to put this on the pre-council agenda.

[Quoted text hidden]

Stephenson, Barry <stephensonb@jccal.org>

Wed, Mar 15, 2023 at 9:47 AM

To: Steve Boone <boones@mtnbrook.org>

Cc: Heather Richards <richardsh@mtnbrook.org>

You are welcome

From: Steve Boone <boones@mtnbrook.org>**Sent:** Wednesday, March 15, 2023 9:40 AM**To:** Stephenson, Barry <stephensonb@jccal.org>