

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

**PRE-COUNCIL ROOM (A106)  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**MAY 13, 2024 6:15 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 05132024).**

1. Bids for the Montevallo Lane and Mountain Avenue drainage project-Mark Simpson of Schoel Engineering (See attached information. This item may be added to the formal agenda.)
2. TAP grant application for two-three segments of sidewalks in the City-Nathan Currie of Sain Associates (See attached information. This item may be added to the formal agenda.)
3. Proposal to implement traffic calming measures on Halbrook Lane and Arundel Drive-Richard Caudle of Skipper Consultants. (See attached information. This item may be added to the formal agenda.)
4. No Cut Through Traffic ordinance for Halbrook Lane and Arundel Drive-Chief Loggins and Whit Colvin (See attached information. This item may be added to the formal agenda.)
5. Contract with Alabama Power Company to install security cameras in and around Jemison Park-Chief Loggins (See attached information. This item may be added to the formal agenda.)
6. Executive Session

**BID TABULATION**

Owner: City of Mountain Brook, Alabama  
 Project: Mountain Ln & Montevallo Ln Area Drainage Improvements  
 Bid Date: 5/7/2024  
 Bid Time: 10:00 a.m.  
 Bid Location: City Hall, 56 Church Street, Mountain Brook, AL 35213

Bidder	AL GC License No.	License No. on Envelope (Yes/No)	Bid Bond Attached	Total Amount Base Bid
CB&A	53197	Yes	<del>979,000</del> <sup>Yrs</sup>	979,009
Bama Utility	7940	Yes	Yes	995,810
Gillespie	47928	Yes	Yes	1,217,533.
Masscy Asphalt	46580	Yes	Yes	1,321,370.69
JD Morris	22399	Yes	Yes	1,203,810.00

Deduct \$110,000



## WORK AUTHORIZATION

TO: Sam Gaston  
City Manager, City of Mountain Brook

FROM: Nathan Currie, P.E.  
Alicia Bailey, P.E.

DATE: 5/8/2024

SUBJECT: FY 2025 TAP Application

PROJECT #: 24-0182

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

---

### I. **SCOPE**

Sain Associates will coordinate with the City and prepare an application for request of Transportation Alternative Program (TAP) funding for proposed sidewalk improvements. Based on initial discussions with the City, 2 proposed sidewalk segments will likely be included in the application. Sain will discuss preliminary costs and challenges with the City to assist in selecting these 2 preferred segments for the application.

Upon selecting the sidewalk segments for inclusion in the application, Sain will visit the project areas and collect photos and data necessary for the application. Sain will prepare the application, along with detailed cost estimates, maps, and other supporting documents. Letters of support from the City and surrounding property owners would improve the competitiveness of the application, and Sain will include any of these letters prepared or collected by the City.

Upon review and approval of the application by the City, Sain will submit the application to ALDOT and the Regional Planning Commission of Greater Birmingham for consideration of award.

### II. **BUDGET**

\$8,750 lump sum

### III. **STATUS**

We are available to start work immediately on preparation of the application. Applications are due no later than May 31<sup>st</sup>, so Sain will provide the completed application for final approval by the Council at the May 28<sup>th</sup> meeting.

### IV. **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.

### V. **PROPOSAL LIMITATIONS**

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.



Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.  
Project Manager/Associate  
AL #32400

Alicia Bailey, P.E.  
Practice Leader/Sr. Principal  
AL #26339

Enclosures: Terms & Conditions, (Sch. 2024)

APPROVED:  
CITY OF MOUNTAIN BROOK

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date



# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

### Rates:

Principal .....	\$220.00 - \$315.00 per Hour
Engineer/Planner .....	\$110.00 - \$168.00 per Hour
Senior Engineer .....	\$173.00 - \$240.00 per Hour
GIS Analyst .....	\$115.00 - \$136.00 per Hour
GIS Professional .....	\$148.00 - \$158.00 per Hour
Designer .....	\$100.00 - \$147.00 per Hour
Surveyor .....	\$115.00 - \$163.00 per Hour
Survey Crew (1-Person) .....	\$115.00 per Hour
Survey Crew (1-Person + Robot) .....	\$175.00 per Hour
Survey Crew (2-Person) .....	\$200.00 per Hour
Survey Crew (3-Person) .....	\$252.00 per Hour
Survey Per Diem .....	\$170.00 per person per Night
Administrative Support .....	\$68.00 - \$98.00 per Hour

### Reimbursable Expenses

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

### 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 exceeding 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 exceeding 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.

### Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with, and limited to, 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 reasonably prudent 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.

### 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



# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

---

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 and are not intended as an end-product. Any use, 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 Liability**

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the Consultant's insurance coverages.

### **Consultant's Choice of Arbitration or Litigation**

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 litigation 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, and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, but only to the extent such 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. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

### **Force Majeure**

The Consultant shall not be responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

### **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 defend (at Consultant's option), 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 2024



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

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

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic control device design for traffic calming devices on Halbrook Lane and Arundel Drive in the City of Mountain Brook (the “Project” or “Services”);

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

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

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

SEE SCOPE OF WORK SET FORTH ON EXHIBIT “A”

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

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

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

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

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

Traffic Calming Analysis and Design	\$ 17,200.00
-------------------------------------	--------------

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

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

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

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

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

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

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

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

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

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

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

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

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

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

insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

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

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

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

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

**CLIENT: CITY OF MOUNTAIN BROOK, AL**

**CONSULTANT: SKIPPER CONSULTING INC.**

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

By: Richard L. Caudle

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

Printed Name: Richard L. Caudle, P.E.

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

Title: Senior Traffic Engineer

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

Date: May 6, 2024



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

The Consultant shall perform the following scope of work related to the design of traffic calming devices for Halbrook Lane and Arundel Drive in the City of Mountain Brook:

- Perform traffic counts and speed studies for a 24 hour period on a weekday on the following roadways:
  - Kyle Lane
  - Orleans Road
  - Christopher Drive
- Consult with the City Attorney and other City staff to prepare for the preparation of a truck route and truck restriction ordinance for the City
- Finalize the design for:
  - Speed hump installations on Asbury Road and Halbrook Lane near the Mountain Brook/Vestavia Hills City Limits line
  - Temporary chicanes on Asbury Road, Arundel Drive, and Halbrook Lane
- After installation of the speed humps and chicanes, perform 24 hour traffic counts and speed studies on the following roadways:
  - Cromwell Drive
  - Arundel Drive'
  - Halbrook Lane
  - Kyle Lane
  - Orleans Road
  - Christopher Drive
- Consult with the City on construction of sidewalks on Arundel Drive and Halbrook Lane
- Prepare a temporary roadway closure and detour plan for construction of sidewalks on Arundel Drive and Halbrook Lane
- During the period of the temporary roadway closure, perform 24 hour traffic counts and speed studies on the following roadways:
  - Cromwell Drive
  - Arundel Drive'
  - Halbrook Lane
  - Kyle Lane
  - Orleans Road
  - Christopher Drive
- Prepare a report documenting study results and present the results of the report to the City

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (Halbrook Lane and Arundel Drive Traffic Calming Devices)**

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

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

1. *Definitions.* For purposes of this Addendum, the terms below have the following meanings:

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

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a “Dispute”), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

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

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

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

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

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

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

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

- .1 Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

property damage with a combined single limit of not less than \$500,000 per occurrence.

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

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

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

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

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

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

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

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

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

**CITY: CITY OF MOUNTAIN BROOK**

**CONTRACTOR: SKIPPER CONSULTING INC.**

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

By: Richard L. Caudle

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

Printed Name: Richard L. Caudle, P.E.

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

Title: Senior Traffic Engineer

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

Date: May 6, 2024



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 50 OF THE CITY CODE**

WHEREAS, the City of Mountain Brook, Alabama (the "City") operates a network of streets and roads within its jurisdiction; and

WHEREAS, many of those streets and roads are residential in nature and are not appropriate for heavy loads of traffic; and

WHEREAS, for a variety of reasons, some of those residential streets and roads have become "cut through" streets, causing levels of traffic that are unreasonable and excessive, despite the availability of other convenient roads and streets that are designed and suitable for higher traffic levels; and

WHEREAS, the City Council of the City of Mountain Brook (the "City Council") has determined that it is in the interest of those who live along such streets, as well as members of the public that utilize them, that, in certain circumstances and when supported by engineering data, streets may be restricted to local traffic only and through traffic may be prohibited altogether, except as is necessary for fire prevention and suppression, law enforcement or other emergency purposes; and

WHEREAS, the adoption of an ordinance to permit the City Manager to designate streets for local use only and, thus, to prohibit through traffic on those streets will promote the public safety, health and general welfare of the City's residents and those who use the affected streets.

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

**Section 1.** Chapter 50 of the City Code shall be amended as by adding the following section:

**"Sec. 50-22 – Designation of Streets for Local Traffic Only.**

- (a) The City Manager is authorized to prohibit the use of any street for through traffic, thus restricting said street to local traffic only, after determining on the basis of an engineering and traffic investigation that the use of streets so designated is not reasonable or safe under the conditions found to exist on such streets, which prohibition shall be effective when a sign prohibiting through traffic is erected on such streets giving notice thereof.
- (b) For the purposes of this Chapter, "through traffic" shall refer to motor vehicle travel on the designated street that neither originates nor terminates on the designated street. Motor vehicle travel shall be deemed to have terminated on the designated street when such vehicle has ceased travel at a destination point on the designated street.
- (c) The operation of emergency, public safety, or public service vehicles under emergency or exigent circumstances shall be exempt from this section."

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

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

**Section 4.** All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

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

**ADOPTED:** This \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Virginia C. Smith, Council President

**ADOPTED:** This \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Stewart Welch, Mayor





May 8, 2024

**City of Mountain Brook**  
***Jemison Park Trail***  
101 Tibbett Street  
Mountain Brook, AL 35213

Thank you for allowing Alabama Power Company the opportunity to provide a proposal for a surveillance camera installation for the City of Mountain Brook.

**With this surveillance installation, Alabama Power Company will provide the following:**

- 23 – Axis P3265-LVE 1080p HD fixed dome cameras and all associated networking equipment
- 1 – Axis P3727-PLE 360 Multisensor camera and all associated networking equipment
- Connection of power from transformers and/or lighting poles
- 1 – Genetec Desktop Server for storage of video
- **Customer provided** 11 – Verizon SIM Cards with Static IP address for backhaul connection and hardware
- **Customer provided** network connection at server with Static IP address
- All required license fees and monthly subscription fees for 24 cameras using Genetec's Security Center platform with standard 30-day 1080p storage

**Standard Operating Agreement: 60 month** agreement, automatically renews month to month after month 60, service price is fixed. Alabama Power retains ownership of the camera system, City of Mountain Brook retains ownership of all data collected. All support and maintenance to operate the surveillance system is included. No prepayment required for installation. Using the Genetec Security Center VMS, all City of Mountain Brook video will be stored on the on-premise server and will be accessible by approved personnel via the local viewing station, or any internet enabled web browser or mobile device. City of Mountain Brook will have full access to all video of their location and at their discretion.

**\*Estimated Monthly Service Amount = \$2,926.55 with NO upfront costs**

**There will also be an estimated energy usage of \$306.82 each month in addition to Estimated Monthly Service Amount**

If you have any questions at all, please do not hesitate to give me a call or email.

Sincerely,

A handwritten signature in black ink that reads "Jonathan Bozeman".

Jonathan Bozeman  
205-484-5036

Alabama Power Company  
Public Safety Manager

# City of Mountain Brook

View Locations and Views





30° 27' 11" N

Mountain View Rd

Mountain View Pkwy

Location 1

Mountain View Pkwy

Mountain View Rd

Imagery © 2024 Airbus

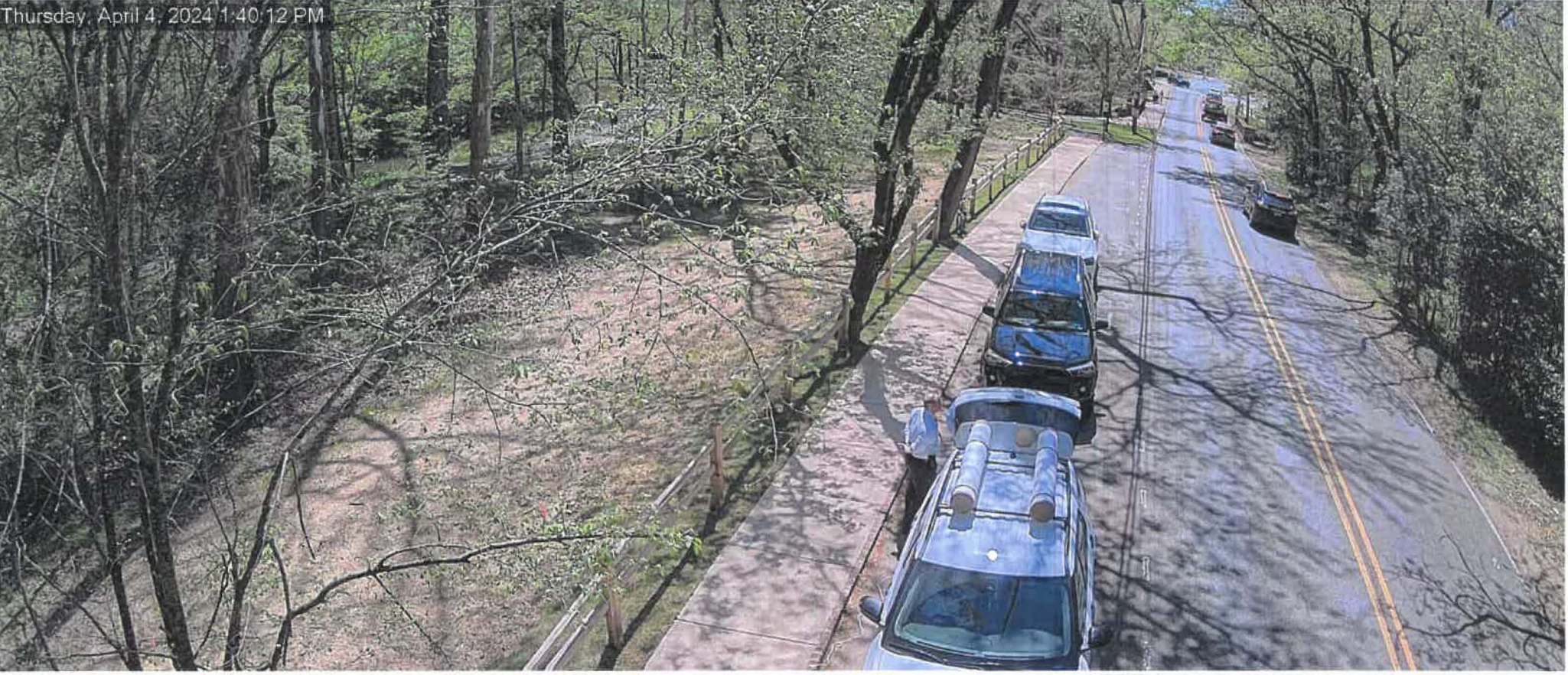
Google Earth

Imagery Date: 2/17/2024 33° 28' 36.45" N 86° 45' 46.70" W elev. 655 ft eye alt. 1527 ft

1985



Thursday, April 4, 2024 1:40:12 PM



View from Location 1 – Camera A



Axis P3245-LVE



Thursday, April 4, 2024 1:41:14 PM



View from Location 1 – Camera B



Axis P3245-LVE



Thursday, April 4, 2024 1:43:34 PM



View from Location 1 – Camera C



Axis P3245-LVE





27/05/24

Coastal Rd

Mountain Brook Pkwy

Wingshae Forest Pkwy

Location 2

Image © 2024 Airbus

Google Earth

Imagery Date: 2/17/2024 33°27'40.02" N 86°45'41.18" W elev: 401 ft eye alt: 1320 ft



Thursday, April 4, 2024 2:09:25 PM



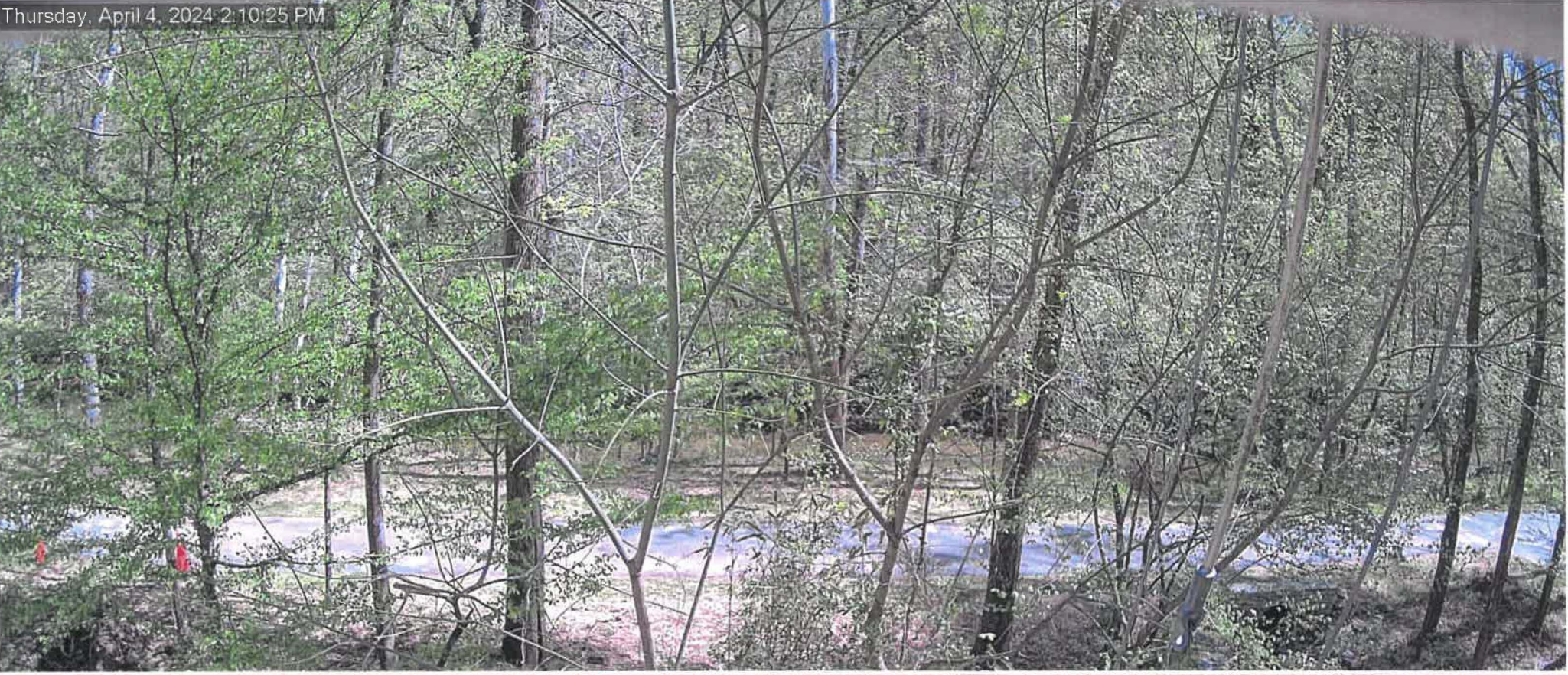
View from Location 2 – Camera A



Axis P3245-LVE



Thursday, April 4, 2024 2:10:25 PM



View from Location 2 – Camera B



Axis P3245-LVE



Thursday, April 4, 2024 2:12:24 PM



View from Location 2 – Camera C



Axis P3245-LVE





7/6/2014

Mountain Brook Pkwy

Mountain Brook Pkwy

Mountain Brook Pkwy

Location 3

Jenifer Park

Cullford Rd

Cullford Rd

Mountain Brook Pkwy

Imagery Date: 7/17/2024

Google Earth

Imagery Date: 7/17/2024 33°28'46.88" N 86°45'15.94" W elev: 668 ft eyes: alt: 1527 ft

1985



Thursday, April 4, 2024 2:22:21 PM



View from Location 3 – Camera A

Axis P3245-LVE





Thursday, April 4, 2024 2:22:51 PM



View from Location 3 – Camera B



Axis P3245-LVE



Thursday, April 4, 2024 2:23:36 PM



View from Location 3 – Camera C

Axis P3245-LVE

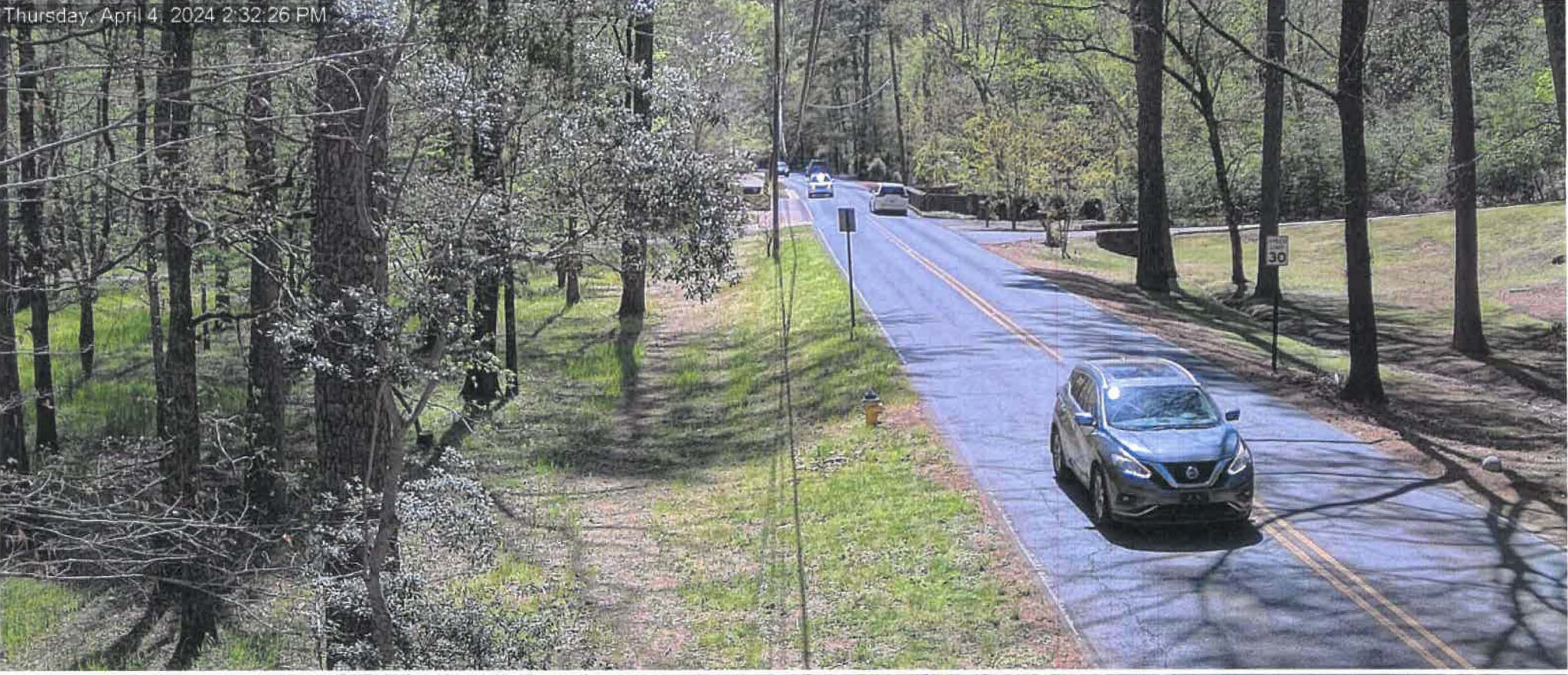








Thursday, April 4, 2024 2:32:26 PM



View from Location 4 – Camera A



Axis P3245-LVE



Thursday, April 4, 2024 2:36:03 PM



View from Location 4 – Camera B



Axis P3245-LVE



Thursday, April 4, 2024 2:37:27 PM



View from Location 4 – Camera C



Axis P3245-LVE







Thursday, April 4, 2024 2:45:18 PM



View from Location 5 – Camera A



Axis P3245-LVE



Thursday, April 4, 2024 2:45:58 PM



View from Location 5 – Camera B



Axis P3245-LVE



Thursday, April 4, 2024 2:47:00 PM



View from Location 5 – Camera C



Axis P3245-LVE





1985

Imagery Date: 12/17/2013 33°29'12.56" N 86°45'08.82" W elev: 687 ft eye alt: 1433 ft

Google Earth



Thursday, April 4, 2024 3:31:23 PM



View from Location 6 – Camera A

Axis P3245-LVE





Thursday, April 4, 2024 3:32:03 PM



View from Location 6 – Camera B

Axis P3245-LVE





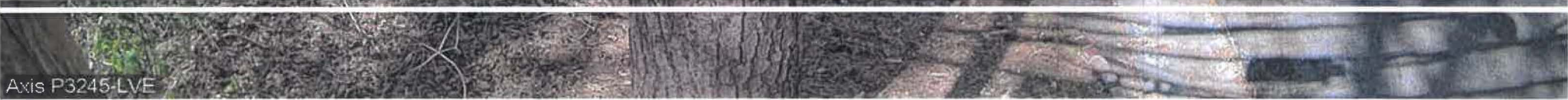




Thursday, April 4, 2024 2:55:03 PM



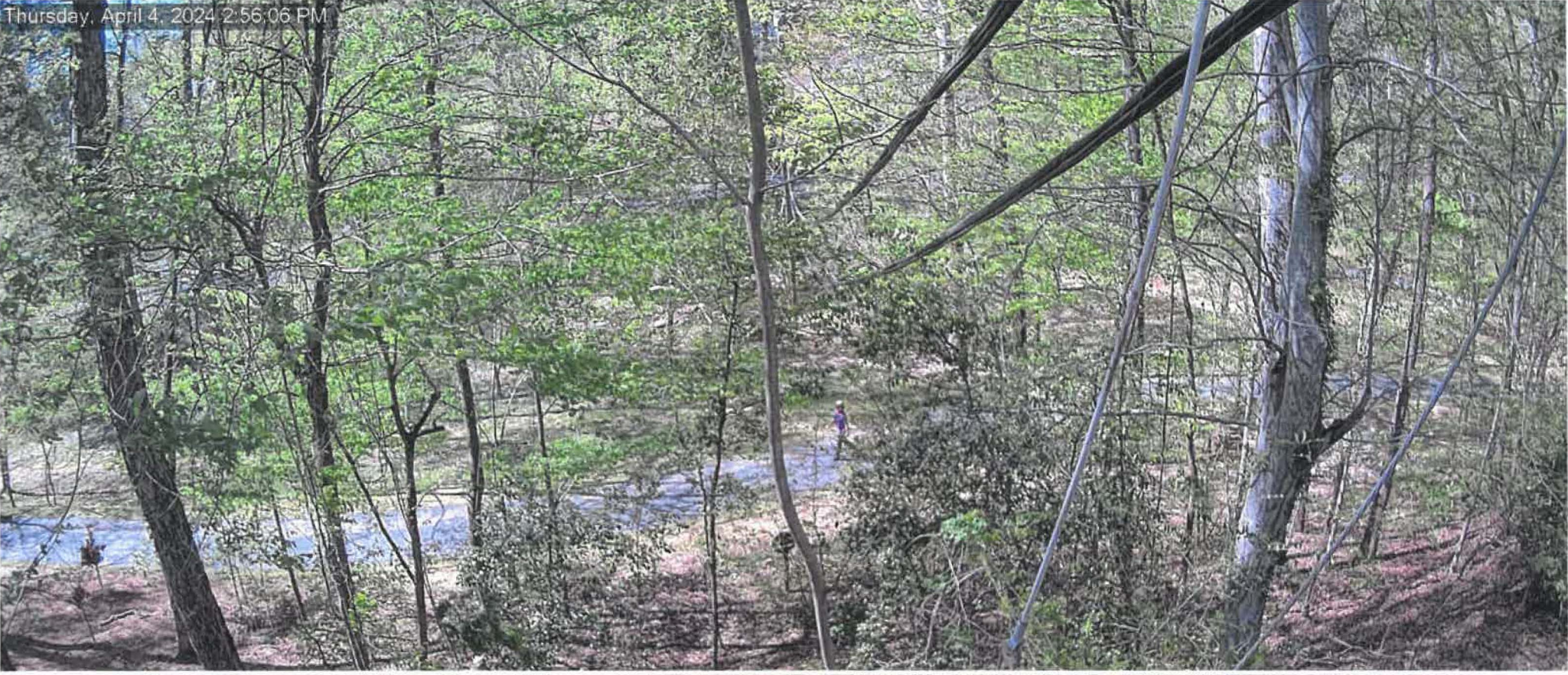
View from Location 7 – Camera A



Axis P3245-LVE



Thursday, April 4, 2024 2:56:06 PM



View from Location 7 – Camera B



Axis P3245-LVE



Thursday, April 4, 2024 2:56:23 PM



View from Location 7 – Camera C



Axis P3245-LVE



**City of Mountain Brook**

Mountain Brook Pkwy & Cahaba Rd

**Legend**

- BL Harbert International
- Shades Valley Dermatology



Google Earth

https://www.google.com/maps

© 2017



Wednesday, May 8, 2024 7:59:51 AM



View from Location 8 – Camera A



AXIS P3265-LVE Dome



Wednesday, May 8, 2024 8:01:12 AM



View from Location 8 – Camera B



AXIS P3265-LVE Dome



**City of Mountain Brook**

Cahaba Rd & Watkins Rd

**Legend**

- REMAX Preferred® Paul DeCarlo
- The Flying Locksmiths

Location 9 - (1) Axis P3265-LVE (LTE)

The Flying Locksmiths

REMAX Preferred® Paul DeCarlo

Google Earth

Image Landsat / Copernicus



© 2024



Wednesday, May 8, 2024 8:16:39 AM



View from Location 9



AXIS P3265-LVE Dome



**City of Mountain Brook**

Woodhill Rd & Beechwood Rd

**Legend**

Mountain Brook Club



Location 10 - (1) Axis P3265-LVE (LTE)

Employee Parking - MBC

Google Earth

© 2014 Google

000ft



Wednesday, May 8, 2024 8:47:35 AM



View from Location 10



AXIS P3265-LVE Dome



**City of Mountain Brook**

Overbrook Rd & Beechwood Rd

**Legend**

Mountain Brook Club



Location 11 - (1) Axis P3265-LVE (LTE)

Employee Parking MBE

Google Earth





Wednesday, May 8, 2024 8:54:08 AM



View from Location 11



AXIS P3265-LVE Dome