

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

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

MAY 12, 2014 – 7:00 P.M.

1. Presentations (4) by the Leadership Mountain Brook participants.
2. Approval of the minutes of the April 28, 2014 regular meeting of the City Council.
3. Consideration: Resolution ratifying the execution of a preventive maintenance service agreement between the City and Schindler Elevator Corporation for the municipal complex.
4. Consideration: Resolution declaring a 1997 Spartan fire truck (VIN 4S7AT4297VC021821) surplus and authorizing its sale to the highest offer.
5. Consideration: Resolution authorizing the execution of listing and marketing commission agreement between the City and Brindlee Mountain Fire Apparatus, LLC for the marketing and sale of a 1997 Spartan fire truck.
6. Consideration: Resolution awarding the street paving bid and authorizing the execution of a 3-year contract for same.
7. Public hearing: Consideration of an ordinance rezoning the parcels of land (referred to by the applicant as “The Manning”) located at 2400, 2404, 2408, 2418, 2420, 2422, and 2424 Cahaba Road and 2333 Lane Circle from Residence C to Residence D district.
8. Public hearing: Consideration of an ordinance rezoning a parcel of land owned by Mangina & Levio, LLC located at 2117 Cahaba Road from Residence C to Local Business district.
9. Announcement: The next regular meeting of the City Council will be Tuesday, May 27, 2014, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Other business.
11. Comments from residents.
12. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 28, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 28th day of April, 2014. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard, III
Lawrence T. Oden, Mayor

Absent: Jesse S. Vogtle, Jr.

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Suzan Doidge (Executive Director) and Kaye Emack (board member) both of the Mountain Brook Chamber of Commerce presented the Chamber's semi-annual report to the City (Appendix 1).
2. Mike Lorino, 3320 Dunbrooke Drive, addressed the Mayor and City Council concerning water runoff issues on his street and Overton Road (Appendix 2).

After hearing about the run-off issues, the members of the City Council stated that this appears to be private matter. Mr. Gaston and Mr. Vaughn were asked by the City Council to revisit the area to verify that none of the run-off was coming from Overton Road.

3. Nimrod Long of Nimrod Long and Associates spoke with the Mayor and Council concerning Cahaba River Park bids. (Resolution No. 2014-050 was added to the formal agenda).
4. Regarding the Schindler Elevator preventive maintenance agreement listed on the formal meeting agenda, the City Council expressed concerns about: 1) the 10 year term and termination provisions, 2) ambiguity as to the preventive maintenance schedule, and 3) the potential for annual rate increases (undisclosed and unlimited). Due to the concerns expressed, this matter will be removed from consideration at the formal meeting.

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith stated that this meeting is adjourned.

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
APRIL 28, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 28th day of April, 2014. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard, III
Lawrence T. Oden, Mayor

Absent: Jesse S. Vogtle, Jr.

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

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

1. JASON MARADO OF ETC INSTITUTE DISCUSSED THE SLIDE SHOW PRESENTATION OF THE RECENT CITY-WIDE RESIDENT SURVEY (APPENDIX 1)

Based on the survey results:

- Residents have a very, very positive perception of the City
- Mountain Brook is setting the standard for service delivery among other U. S. cities
- Overall satisfaction of City services rated 41% above the national average
- The City rated at or above the national average in 37 of the 38 areas that were compared
- The City's priorities are closely aligned with the expectations of residents
- The management of traffic flow and congestion and the maintenance of the City's streets and facilities should be high priorities over the next two years

2. CONSENT AGENDA

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

Approval of the minutes of the April 14, 2014 meeting of the City Council.

2014-050	Award the bid for the Cahaba River Park project to Landscape Services, Inc. and authorize the execution of a construction contract and sales tax agency agreement for same.	Exhibit 1, Appendix 2
2014-051	Accept the hold harmless agreement from Brick and Tin, LLC with respect to their sidewalk seating/dining.	Exhibit 2, Appendix 3

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes and resolutions were then considered by the City Council. Council member Carl seconded the motion to adopt the foregoing minutes and resolutions. Council member Pritchard then stated for the record that he will abstain from voting with respect to Resolution No 2014-50. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President

Amy G. Carter, Council President Pro Tempore
 Jack D. Carl
 William S. Pritchard III

Nays: None

Council President Smith thereupon declared that said minutes and Resolution No. 2014-051 are adopted by a vote of 4—0 and that Resolution No.2014-050 is adopted by a vote of 3—0.

3. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, May 12, 2014 at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

4. ADJOURNMENT

There being no further business to come before the City Council at this time, Council President Smith adjourned the meeting.

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2014-050

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby awards the Cahaba River Park Project bid to Landscape Services, Inc. having submitted the best qualified bid.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a construction contract and sales tax agency agreement between the City and Landscape Services, Inc. subject to review and approval by the City Attorney.

APPENDIX 2

EXHIBIT 2

RESOLUTION NO. 2014-051

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the application of Brick and Tin, LLC, for a permit to operate a sidewalk cafe' is hereby approved, and the related indemnification and hold harmless agreement, in the form as attached hereto as Exhibit A, is hereby accepted subject to such minor revisions as may determined appropriate by the City Attorney.

APPENDIX 3

RESOLUTION NO. 2014-053

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the execution of a preventive maintenance service agreement between the City and Schindler Elevator Corporation, in the form as attached hereto as Exhibit A, with respect to the municipal complex.

ADOPTED: This 12th day of May, 2014.

Council President

APPROVED: This 12th day of May, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 12, 2014 as same appears in the minutes of record of said meeting.

City Clerk

Schindler Plus

SCHINDLER ELEVATOR CORPORATION

2721 6th Avenue South
Birmingham, AL 35233-3406
Phone: 205-645-2084
Fax: 205-252-5198

Date: April 29, 2014

Estimate Number: CFUA-97BSMV (2014.2.1)

To:

Mountain Brook Municipal Compl
56 Church Street
Birmingham, AL 35213

Building Name:

Mountain Brook Municipal Compl

Attn: Steve Boone

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application Description	Rise/Length Openings	Capacity	Speed	Install#
		Mountain Brook Municipal Compl 56 Church Street Birmingham, AL 35213					
3	Schindler	Hydraulic Passenger	Passenger Elevators	4F/OR			

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2721 6th Avenue South, Birmingham, AL 35233-3406, and MOUNTAIN BROOK MUNICIPAL COMPL, 56 Church Street, Birmingham, AL 35213 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

2014-053

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & holstway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: holstway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and holstway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; Intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on May 01, 2014, and continues until April 30, 2018. After initial term, either party may terminate this agreement by providing the other party at least (60) days prior written notice.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$405.00 per month, payable in annual installments of \$4,860.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

- Direct Debit 1% Discount (Attach Copy of voided check)
- Credit Card 3% Addition
 - Visa MC AMEX
- Number: _____
- Expiration Date: _____
- Signature: _____
- Check
- Other: _____

(2) Please select a Payment Frequency (Other than Annual):

- Semi-Annual 1% Addition
- Quarterly 3% Addition
- Monthly 5% Addition

SPECIAL TERMS AND PRICING

Invoicing for this agreement will be quarterly commencing @ \$1,215.00

Preventative maintenance services will be conducted quarterly

Maximum annual price escalations will be capped @ 3.5%

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Christian Fulda

For: Schindler Elevator Corporation

Title: _____

Date: April 29, 2014

Approved:



By: CHRISTIAN FULDA

Title: Business Manager

Date: 5/1/14

Accepted:



By: Sam Gaston

For: Mountain Brook Municipal Compl

Title: City Manager

Date: 4/30/2014

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1 1/2% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SCHINDLER ELEVATOR CORPORATION
DATED APRIL 28, 2014**

30

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Schindler Elevator Corporation ("the Contractor") dated April 28, 2014.

30

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions 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 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.
 - 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 into an 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.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
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,

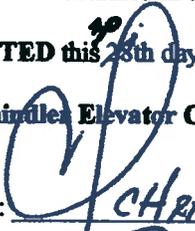
and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

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 at a rate higher than two-thirds of one percent per month (eight percent per annum), but 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 subject to late payment charges 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. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

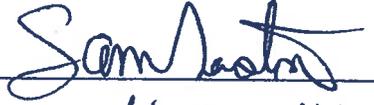
Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement 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, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this ²⁰28th day of April, 2014.

Schindler Elevator Corporation

By:  CHRISTIAN FUDA
Its: BUSINESS MANAGER

City of Mountain Brook, Alabama

By:  SAM LESTER
Its: 4-30-14

RESOLUTION NO. 2014-054

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: It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

2006 Spartan GA4OM fire truck, VIN: 4S7AT4297VC021821

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said property by way of an exclusive listing agreement between the City and Brindlee Mountain Fire Appartus.

ADOPTED: This 12th day of May, 2014.

Council President

APPROVED: This 12th day of May, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 12, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-055

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a listing and marketing commission agreement, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, between the City and Brindlee Mountain Fire Apparatus with respect to their sale of a [surplus] 1997 Spartan fire truck.

ADOPTED: This 12th day of May, 2014.

Council President

APPROVED: This 12th day of May, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 12, 2014, as same appears in the minutes of record of said meeting.

City Clerk

BRINDLEE MOUNTAIN FIRE APPARATUS

15410 Hwy 231 Union Grove, AL 35175 · 1-866-285-9305 · Fax: 256-498-0924

Listing and Marketing Commission Agreement

The undersigned being duly authorized hereby enter into the following contractual agreement:
Brindle Mountain Fire Apparatus agrees to broker the following apparatus:

1997 Ferrara Pumper

Owned or exclusively offered for sale by:

Mountain Brook Fire Department Agent/Owner

Brindlee will refer to Agent/Owner all qualified inquires Brindlee receive regarding the specified apparatus. If Agent/Owner sells the marketed apparatus or any other apparatus to the customer referred by Brindlee, or anyone acting on behalf of the referred customer, the Agent/Owner will pay a commission of 7% of the sale price (or a minimum of \$500) to Brindlee within 10 days of the sale.

Agent/Owner agrees to notify Brindlee, at the time of sale, as to the sale price and the name and address of the buyer.

This agreement shall be in effect for a period of one (1) year unless extended. Either party may terminate at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Brindlee, the same commission will be paid as if the agreement were still in effect.

Agreed to by:

Authorized Agent/Owner

Date



Brindlee Mountain Fire Apparatus

5 May 2014
Date

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
BRINDLEE MOUNTAIN FIRE APPARATUS**

DATED ~~APRIL 30~~, 2014

MAY 12

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Brindlee Mountain Fire Apparatus ("the Contractor") dated ~~April 30~~, 2014.

MAY 12

This Addendum is part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions 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 express approval of the Mountain Brook City Council.

1. **Definitions.** For purposes of the 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.
 - 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 into an 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.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
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 at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill

EXHIBIT A

by the Contractor. Contested bills shall not be subject to late payment charges 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. **Alabama Immigration Law Compliance Contract.** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar

fashion. If Contractor violates any term of this provision, this Agreement will be the subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from an and all losses, and consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this ~~5th~~ day of May, 2014.

12

Brindlee Mountain Fire Apparatus

City of Mountain Brook, Alabama

By: Robert Selmer

By: _____

Its: Apparatus Purchasing

Its: _____

EXHIBIT A

BRINDLEE MOUNTAIN

FIRE APPARATUS, LLC

15410 US Highway 231
Union Grove, AL 35175

Phone: (256) 498-1395
Fax: (256) 498-0924
www.FireTruckMall.com

Brokerage Offer

This is an agreement between the seller and Brindlee Mountain Fire Apparatus. If Brindlee Mountain is unable to provide the seller with a buyer for the apparatus, no payment will be owed to Brindlee Mountain. We are only paid if we provide a buyer for your apparatus. Brindlee will refer to Agent/Owner all qualified inquiries we receive regarding the specified apparatus. If Agent/Owner sells the marketed apparatus or any other apparatus to the customer referred by Brindlee, or anyone acting on behalf of the referred customer, the Agent/Owner will pay the agreed commission to Brindlee within 10 days of the sale.

Agent/Owner agrees to notify Brindlee, at the time of sale, as to the sale price and the name and address of the buyer. Either party may terminate at any time by notifying the other party in writing. If any sale takes place subsequent to termination, to a party previously referred by Brindlee, the same commission will be paid as if the agreement were still in effect.

**Please complete this form to the best of your knowledge.
The more information you can provide us, the better equipped we will be in marketing your truck!**

Customer Information:

Fire Department/Owner: Mountain Brook Fire Dept. Name of Contact: David Kennedy
Phone Number: (205) 802-3833 Fax: _____ Email: kennedyd@mtnbrook.org
Fire Department Web Address: _____
Department address, city, state, zip: 102 Tibbett Street, Mountain Brook, AL 35213

Apparatus:

Year: 1997 VIN: 4S7AT4297VCO 21821 Shop Order #/ Build #: _____

Chassis: Manufacturer: Spartan Model: Gladiator 4x4 (y/n): _____

Fire Body: Manufacturer: FERRARA Model: CUSTOM

Aerial: Manufacturer: _____ Model: _____ Length: _____

Aerial Hours: _____ Date of Last Aerial Certification: _____

Mileage: Broken Engine Hours: 6,364 # Cab Seating: 6 # SCBA Seats: 5

Engine: Make: Detroit Diesel Model: Series 60 - 6 cyl. HP: 470 Diesel or Gas: Diesel

Transmission: Make: Allison Model: W400 Automatic or Manual: Automatic

Pump: Make: Waterous Model: CM1250 GPM: 1250 Pump and Roll (y/n): _____

Date of Last Pump Certification: 12-6-13 Foam System (make and model): Elkhart/Waterous

Water Tank: Gallons: 500 Material: Poly Foam Tank(s): 30 gallon

Discharges (number and size):

Driver's Side: Two - 2 1/2 inch Officer's Side: Two - 2 1/2 inch
Front: None Rear: None

Suctions (number and size):

Driver's Side: One - 2 1/2 inch Officer's Side: Two - 2 1/2 inch
Front: None Rear: Two - 2 1/2 inch

Crosslays (# and size): Two - 1 1/2 inch Piped for Deck Gun (y/n): Yes Deck Gun Included (y/n): Yes - no nozzle
Booster Reels: One with nozzle

Generator: Brand: WINCO EC4500E Wattage: 4000 cont. Fuel Type: Gas Hours: N/A

Check All that Apply:

- Electric Reels: _____
- Telescoping Lights: _____
- Light Tower: _____
- Ground Ladders: _____
- Hydraulic Reels: _____
- LED Lighting: _____
- Cascade System: _____
- Breathing Air (aerials only): _____

- Air Conditioning
- Aluminum Hose Bed Cover
- Arrowstick
- Automatic Tire Chains
- Federal Q Siren
- Hydraulic Ladder Rack
- Interior EMS Cabinet
- Jake Brake
- Pump Heat Pan

Dimensions: Length: 356" Height: 116" GVWR: 42,000 lbs. Wheelbase: 173"

Additional Features or Loose Equipment: Electronic siren with PA. No hose or other equipment included. Tractioneers.

Describe truck's history, how it has served your department, what positives it will have for the next owner:
The Department has an Equipment Replace Plan where Pumpers are used for ten years front-line serviv and five years in reserve service. This unit is in good condition and service ready.

Maintenance/Repairs Needed? _____

Overall Condition of Vehicle: Very Good Date this truck is available: Now

Asking Price: \$48,000.00 Reason for Selling: Surplus Apparatus
Brindlee Mountain Fire Apparatus charges 10% (or \$500 minimum) commission upon the sale of any truck sold under \$75,000, 7% commission on the sale of trucks from \$75,000 – under \$150,000, and 5% commission for any truck at or above \$150,000.
***7% commission applies as agreed upon by Brindle Mountain.**

Signed _____ **Date** _____

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Ferrara Fire Apparatus, Inc. (transferor's name, Print)

state that the odometer now reads 1596 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE Spartan	MODEL GA40M-2142	BODY TYPE Fire Truck
VEHICLE IDENTIFICATION NUMBER 4S7AT4297VC021821		YEAR 1997

X 
TRANSFEROR'S SIGNATURE

Chris Ferrara

PRINTED NAME

P.O. Box 249

TRANSFEROR'S ADDRESS (STREET)

Holden, LA 70744

CITY

December 21, 1996

STATE

ZIP CODE

DATE OF STATEMENT

X
TRANSFEREE'S SIGNATURE

PRINTED NAME

City of Mountain Brook

TRANSFEREE'S NAME

P.O. Box 130009

TRANSFEREE'S ADDRESS (STREET)

Mountain Brook, AL 35213

CITY

STATE

ZIP CODE

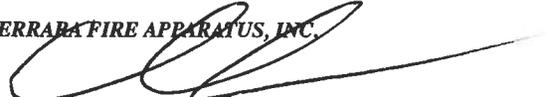


FERRARA FIRE APPARATUS, INC.

Official Bill of Sale

27855 James Chapel Road • P. O. Box 249 • Holden, LA 70744
(504) 567-7100 • Fax (504) 567-5260 • 1-800-331-FIRE

S
O
L
D
T
O
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

DATE	P. O. NO.	SHIPPED VIA	TERMS	INVOICE NO.
12/21/96				
ITEM / DESCRIPTION / SERIAL NO.	QUANTITIES	UNIT	UNIT PRICE	AMOUNT
One (1) new 1997 Ferrara Fire Apparatus, Inc. Custom Pumper Chassis 1997 Spartan Serial #4S7AT4297VC021821	1		227,263.00	227,263.00
BR 780 LA Dealer #NM031797 LA Salesman #SM317597				
By: FERRARA FIRE APPARATUS, INC.  Sheila D. Ballard Notary Seal Sworn to and subscribed before me this 09 th day of January, 19 97. Excludes any applicable taxes or licenses.				
NONTAXABLE	TAXABLE	SALES TAX	FREIGHT	MISCELLANEOUS
\$227,263.00				
TOTAL				\$227,263.00

ALABAMA DEPARTMENT OF REVENUE

APPLICATION
MVT 5-1C
R 6-97

TYPE TRANSACTION
01 - FIRST TITLE
03 - TITLE TRANSFER
04 - FILING OF LIEN
05 - RELEASE OF LIEN
06 - CORRECTION

THIS COPY SHALL BE MAILED OR DELIVERED TO THE LIENHOLDER (IF ANY) AS EVIDENCE OF A RECORDED LIEN UNTIL A CERTIFICATE OF TITLE IS ISSUED.

DOT MATRIX

FORM ALIGNMENT

TITLE NUMBER

VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER 4B7AT4297VC021821				TRANS CODE 1	YEAR MODEL 1997	MAKE SPAR	MODEL BA40M-2142	BODY TYPE FT	PREVIOUS ALABAMA TITLE NUMBER
CYLS 6	NEW X	USED	DEMO	DATE OF PURCHASE (M/D/Y) 01/09/1997	NUMBER LIENS 0	COLOR RED	ODOMETER READING 1596	FOR OFFICE USE ONLY	

OWNER INFORMATION

NAME (LAST, FIRST, MIDDLE) CITY OF MOUNTAIN BROOK		FELONY OFFENSE FOR FALSE ADDRESS		MO
MAILING ADDRESS P O BOX 130009		COUNTY (ALABAMA ONLY) JEFFERSON		
CITY MOUNTAIN BROOK	STATE AL	ZIP 35213		APPLICANT SHALL DISCLOSE VEHICLE UNDER 10 YR. OLD ODOMETER READING ON THIS APPLICATION IS (CHECK ONE) <input checked="" type="checkbox"/> ACTUAL MILEAGE <input type="checkbox"/> EXCEEDS MECHANICAL LIMITS <input type="checkbox"/> NOT ACTUAL MILEAGE - WARNING ODOMETER DISCREPANCY
NAME ALABAMA OPERATOR (LESSEE) NAME AND / OR RESIDENT ADDRESS IF DIFFERENT FROM ABOVE CITY OF MOUNTAIN BROOK				
RESIDENT ADDRESS 56 CHURCH ST		FELONY OFFENSE FOR FALSE ADDRESS		
CITY MOUNTAIN BROOK	STATE AL	ZIP 35213		

LIEN INFORMATION

NAME FIRST LIENHOLDER		FELONY OFFENSE FOR FAILURE TO NAME LIENHOLDER WITH INTENT TO DEFRAUD	
MAILING ADDRESS		LIEN DATE (M/D/Y)	
CITY	STATE	ZIP	
NAME SECOND LIENHOLDER		FELONY OFFENSE FOR FAILURE TO NAME LIENHOLDER WITH INTENT TO DEFRAUD	
MAILING ADDRESS		LIEN DATE (M/D/Y)	
CITY	STATE	ZIP	

OTHER INFORMATION

NAME (LAST, FIRST, MIDDLE)		OWNER'S AUTHORIZATION FOR SPECIAL MAILING I, WE, HEREBY AUTHORIZE MY CERTIFICATE OF TITLE TO BE MAILED TO (IF NO LIENS LISTED HEREON):	
MAILING ADDRESS		LOCATOR NO.	
CITY	STATE	ZIP	
REJECT TO:		REASONS:	

NAME FERRARA FIRE APPARATUS INC		SELLER INFORMATION	
MAILING ADDRESS 27055 JAMES CHAPEL ROAD NORTH		EXAMINER NO.:	
CITY HOLDEN	STATE LA	ZIP 70744	
NAME OF SURRENDERING		ENCL.:	
STATE: LA	APPLICATION NUMBER C4704740		
TITLE #: M90			

SIGN COMPLETED FORM ONLY, FELONY OFFENSE FOR FALSE STATEMENTS

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE AND THIS VEHICLE WILL NOT BE THE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE. I FURTHER CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N. AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

OWNER'S

SIGNATURE(S)
Linn... ..
(PERSONALLY SIGNED BY EACH OWNER (IN INK) OR AUTHORIZED REPRESENTATIVE OF FIRM)

DESIGNATED AGENT:
JEFFERSON COUNTY REVENUE DEPT

BY: *[Signature]*
DESIGNATED AGENT NO. **1-3-04** DATE **JUL 7** YR **2000**

HANDWRITTEN APPLICATIONS WILL NOT BE ACCEPTED

LIENHOLDER'S COPY

STATE OF ALABAMA DEPARTMENT OF REVENUE APPLICATION FOR CERTIFICATE OF TITLE
MOTOR VEHICLE DIVISION - TITLE SECTION P.O. BOX 327640 MONTGOMERY, ALABAMA 36132-7640



City of
Mountain Brook

2014-056

Steve Boone <boones@mtnbrook.org>

Paving Bids

Ronald Vaughn <vaughnr@mtnbrook.org>

Thu, May 8, 2014 at 9:45 AM

To: Steve Boone <boones@mtnbrook.org>

Cc: Sam Gaston <gastons@mtnbrook.org>, Jackie McClendon <mcclendonj@mtnbrook.org>

The street paving bids were opened yesterday May 7, 2014 at 2:00 p.m. as advertised. We received bids from Dunn Construction and Midsouth Paving. Dunn Construction was the low bidder at \$668,295.00. After reviewing both bid packages I would recommend that we award the contract to Dunn Construction.

Jackie McClendon is on his way to deliver the original bid packages to Doris.

Ronnie Vaughn

Public Works Director

City of Mountain Brook AL

3579 East Street

Birmingham , Alabama 35243

205.802.3865 Office

205.967.2631 Fax

vaughnr@mtnbrook.org

RESOLUTION NO. 2014-056

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the street resurfacing bid submitted by Dunn Construction Company, Inc. being the lowest qualified bid is hereby accepted and that the Mayor or City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with Dunn Construction Company, Inc., for said street resurfacing (Project MI 04-2014) as described below:

<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Bid Price</u>	<u>Amount</u>
Asphalt Milling	7,400	Ton	\$ 7.80	\$ 57,720.00
Adjusting Manholes	10	Each	\$165.00	\$ 1,650.00
Bituminous Trackless Tact Coat	6,000	Gallon	\$ 3.30	\$ 19,800.00
Leveling Course Baby Binder	250	Ton	\$ 88.50	\$ 22,125.00
Slag Seal Wearing Course	7,000	Ton	\$ 81.00	\$567,000.00
Poly modified open graded friction course mix	N/A	Ton	N/A	\$ 0.00
BID AMOUNT				<u>\$668,295.00</u>

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a contract, in the form as attached hereto as Exhibit A subject to such minor modifications that may be determined appropriate by the City Attorney, with respect to said street resurfacing project.

ADOPTED: This 12th day of May, 2014.

Council President

APPROVED: This 12th day of May, 2014.

Mayor

CERTIFICATION

I, Steve Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 12, 2014, as same appears in the minutes of record of said meeting.

City Clerk

CITY OF MOUNTAIN BROOK
56 Church St.
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)
MAILING ADDRESS: POB 130009, MOUNTAIN BROOK, AL 35213

BID COVER SHEET

Bid Request Posted this Date: April 18, 2014 . Bids to be Opened this Date and Time: May 7, 2014 @ 2:00 p.m.

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and must include documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam S. Gaston, City Manager and Purchasing Agent

Specifications for Project No. MI04-2014: Street Resurfacing Project for a period of 3 (three) years for the City of Mountain Brook, Public Works Department.

BIDDER Dunn Construction Company, Inc. TELEPHONE 205-592-3866

ADDRESS 3905 Airport Hwy

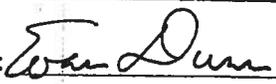
EMAIL edunn@dunnconstruction.com

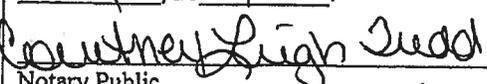
CITY Birmingham STATE AL ZIP 35222

BID AMOUNT (AS PER SPECIFICATIONS) \$ 668,295.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and Notarized:

Auth. Signature: 
Name: Evans Dunn
Title: Vice President

Sworn to and subscribed before me on this 7th day of May, 2014.

Notary Public
My Commission Expires: 10/29/17

Project Coordinator: Jacky McClendon 205 802-3875

**CITY OF MOUNTAIN BROOK
STREET IMPROVEMENTS
PROJECT NO. MI04-2014**

ITEM #	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	UNIT BID PRICE	AMOUNT
1.05	ASPHALT MILLING	TON	7,400	\$7.80	\$57,720.00
2.01	ADJUSTING MANHOLES	EACH	10	\$165.00	\$1,650.00
3.01	BITUMINOUS TRACKLESS TACT COAT	GALLON	6,000	\$3.30	\$19,800.00
5.01	LEVELING COURSE BABY BINDER **	TON	250	\$88.50	\$22,125.00
5.02	SLAG SEAL WEARING COURSE **	TON	7,000	\$81.00	\$567,000.00

TOTAL AMOUNT BID: \$ 668,295.00

THIS IS A 3 YEAR CONTRACT. Estimated Quantities are for each year of the three year contract.

TRAFFIC CONTROL IS THE RESPONSIBILITY OF CONTRACTOR.

Bid amounts for bituminous materials (designated by **), shall be adjusted per the Asphalt Index published monthly by ALDOT (Alabama Department of Transportation). The procedure outlined in ALDOT Specifications Section 109.03 (see pages 38-39) shall be used to determine the adjustment.

Contractors guarantees that maximum cost to apply minimum thickness of slag aggregate seal will not exceed bid price as adjusted by the Asphalt Index. It is understood that the City can either pay contractor on a tonnage basis or guaranteed maximum amount whichever is lesser.

**City of Mountain Brook
Public Works Department**

STREET RESURFACING PROJECT

MI04-2014

STREET IMPROVEMENTS

OWNER: **The City of Mountain Brook, Alabama**
Mayor Lawrence T. Oden

CONTRACTOR:

CONTRACT DOCUMENTS

Name of Document	Page Number
Notice to Contractor (Advertisement).....	4
Street Names and Estimated Quantities.....	5
Proposal.....	6- 8
Performance Bond (Form).....	9-10
Labor and Materials Bond (Form).....	11-12
Special Conditions.....	13-14
General Conditions	15-32
Detailed Specifications	33-36
ALDOT'S Specification Asphalt Index	37-38
Addendums	39-41
Notice (H. B. 56)	42-45
CONTRACT	46-49
W-9 Income Tax Form	50

Contract Plans (See Special Conditions)

CITY OF MOUNTAIN BROOK
56 Church St.
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)
MAILING ADDRESS: POB 130009, MOUNTAIN BROOK, AL 35213

BID COVER SHEET

Bid Request Posted this Date: April 18, 2014 . Bids to be Opened this Date and Time: May 7, 2014 @ 2:00 p.m.

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and must include documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam S. Gaston, City Manager and Purchasing Agent

Specifications for Project No. MI04-2014: Street Resurfacing Project for a period of 3 (three) years for the City of Mountain Brook, Public Works Department.

BIDDER Dunn Construction Company, Inc. **TELEPHONE** 205-592-3866

ADDRESS 3905 Airport Hwy

EMAIL edunn@dunnconstruction.com

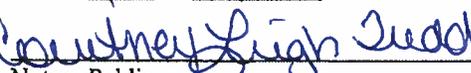
CITY Birmingham **STATE** AL **ZIP** 35222

BID AMOUNT (AS PER SPECIFICATIONS) \$ 668,295.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and Notarized:

Auth. Signature: 
Name: Evans Dunn
Title: Vice President

Sworn to and subscribed before me on this 7th day of May, 2014.

Notary Public
My Commission Expires: 10/29/17

Project Coordinator: Jacky McClendon 205 802-3875

NOTICE TO CONTRACTORS

(Advertisement)

Sealed proposals will be received by City of Mountain Brook at the City Hall, 56 Church Street Mountain Brook, AL 35213 until 2:00 P.M. on, May 7, 2014 and then publicly opened and read, for the construction of street improvements within the City of Mountain Brook as specified in the attached contract documents.

PROJECT NO. MI04-2014 Street Resurfacing Project

STREET IMPROVEMENTS:

The work consists of the milling and the resurfacing of streets and will require as a total of the combined project the performance of items and quantities of work for each year of the project approximately as follows: asphalt milling, 7,400 tons; adjusting manholes, 10; bituminous trackless tack coat, 6,000 gals.; baby binder or leveling course, 25 tons; slag seal wearing course, 7,000 tons. Approximate total quantities for 2015 and 2016 should be comparable to the 2014 quantity totals.

ALL MILLING AND OVERLAY APPROXIMATELY 1.5 INCHES OF VIRGIN MIX SLAG SEAL.

THIS RESURFACING PROGRAM IS FOR A 3 (THREE) YEAR PERIOD.

Specifications and other construction contract documents are on file and open for inspection in the office of the Purchasing Agent, City Hall of Mountain Brook, Alabama.

EACH BIDDER MUST BE LICENSED AS A CONTRACTOR UNDER ALABAMA STATE LAW. STATE OF ALABAMA LICENSE NUMBER MUST BE ON OUTSIDE OF BID ENVELOPE.

Successful Bidders will be required to furnish a performance bond and labor and materials bond; and to advertise completion of the contract in accordance with Alabama State Law.

The City of Mountain Brook reserves the right to reject any or all bid proposals and to waive all formalities.

CITY OF MOUNTAIN BROOK, ALABAMA

BY: _____
Sam Gaston, City Manager

ATTEST:

Steve Boone, City Clerk

Project Coordinator: Jacky McClendon 205 802-3875

Street Paving List For Project MI04-2014

			Description	MILL	TOTAL PAVING
	Street Name	Reference Point	MILL, LEVEL SEAL (M, S)	SQUARE YARDS	SQUARE YARDS
	PHASE 1				
1	CHEROKEE ROAD	OVERCREST TO OLD LEEDS ROAD		13,400	
2	OVERBROOK ROAD	CHEROKEE ROAD TO MTN BROOK PARKWAY		17,200	
3	ENGLISH VILLAGE CAHABA ROAD	ENGLISH VILLAGE LANE TO CITY LIMITS		8,000	
4	FAIRWAY DRIVE	BEHIND CITY HALL ALL		7,156	
5	EAST FAIRWAY DRIVE	ALL		7,334	
6	WEST JACKSON BLVD.	ALL		2,445	
7	MATTHEWS DRIVE	ALL		1,867	
8	RANDOPHLH ROAD	ALL		1,400	
9	GREENWAY ROAD	ALL		1,734	
10	BROOKWOOD ROAD	SHOOKHILL TO OVERCREST ROAD		10,400	
11	HIGH SCHOOL ATHLETIC DRIVE			3,104	
			TOTALS	74,040	

- Total Paving for 2014 is 74,040 sq. yds. Milling and 7,000 tons Seal.
- Specific street locations for 2015 and 2016 and their total paving and milling to be determined at a later date.

PROPOSAL

DATE:

TO:

THE CITY OF MOUNTAIN BROOK
MOUNTAIN BROOK, ALABAMA

GENTLEMEN:

In response to your invitation, the undersigned Bidder submits the following proposal for the maintenance resurfacing of streets in the City of Mountain Brook as designated under **MI04-2014** Street Improvements and as specified in the attached contract documents.

1. Bidder proposes and agrees, in the event this Bid Proposal be accepted, to enter into contract with the above named City of Mountain Brook (Herein designated and referred to as the Owner), in the form herein specified, to furnish all materials, equipment machinery, tools, means of transportation, power and fuel and to perform all labor necessary for or incidental to the construction of the aforementioned improvements, all in complete accordance with the requirements of the attached contract documents and plans, to the entire satisfaction of the Owner, at the unit and lump sum prices we have inserted opposite each item of work listed in the accompanying "Schedule of Estimated Quantities and Bid Prices," which is an integral part of this proposal.
2. In submitting this proposal the Bidder understands and agrees that a contract may be awarded for the work as may appear to the interest of the Owner; that the quantities as stated are approximate only and that no claim shall be made against the Owner on account of any excess or deficiency, either absolute or relative, therein; that the estimated quantities will be used as a basis for canvassing and evaluating Bid Proposals and for determining the estimated amount of the contract, and that, within the limits of available funds, the Owner reserves the right to increase or decrease the estimated quantities stated above by such amounts as may be necessary to complete the work provided, however, that the stated unit prices shall remain firm and unchanged.
3. Bidder hereby declares that the only person or persons interested in this Bid proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid Proposal or in the contract entered into, that this bid proposal is made without connection with any other person, company, or parties making a bid or proposal, and that this bid proposal is in all respects fair and made in good faith without collusion or fraud.
4. Bidder further declares that he has examined the site of the work and the building and labor conditions and has informed fully in regard to all conditions pertaining to the place where the work is done; that he has examined the plans and specifications for the work and other contract documents relating thereto

and has read all special conditions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be preformed.

5. Bidder further proposes and agrees, that, if awarded a contract for this project, he will commence work immediately on this date specified in the special conditions; that he will furnish all materials and perform all labor for the completion of the contract and will complete same, including all accepted alternates thereto, within the time stated in the special conditions; and that on his failure to complete the work within such time, he will pay to the Owner for each calendar day that the work, or any part thereof, remains uncompleted beyond such specified time, the amount specified in the special conditions, this payment to be made as liquidated damages.

6. And the Bidder further declares that accompanying this proposal is a certified check or satisfactory Bid Bond in the sum of five percent (5%) of this proposal, and it is hereby agreed that in case of withdrawal of this proposal without the consent of the Owner within sixty (60) days after the bid opening, or that in case of failure on the part of the undersigned to execute the contract, (executed in the form annexed hereto) to said Owner within ten (10) days from the date a notice of acceptance of this proposal is given to the undersigned personally, or by mail to the address as herein stated, then the undersigned bidder will be deemed to have abandoned the contract, and thereupon the amount of such check or bond shall be absolutely due and payable thereunder to the Owner.

Individual or firm name of bidder: Dunn Construction Company, Inc.

BY: Evans Dunn

TITLE: Vice President

BIDDER'S ADDRESS: 3905 Airport Hwy, Birmingham, AL (ZIP) 35222

BIDDER'S STATE LICENSE NO: 8

NOTE:

IF THE BIDDER IS A CORPORATION, GIVE THE FOLLOWING INFORMATION:

STATE IN WHICH IT IS INCORPORATED: Delaware

ADDRESS OF PRINCIPAL OFFICE: 3905 Airport Hwy, Birmingham, AL 35222

**CITY OF MOUNTAIN BROOK
STREET IMPROVEMENTS
PROJECT NO. MI04-2014**

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**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

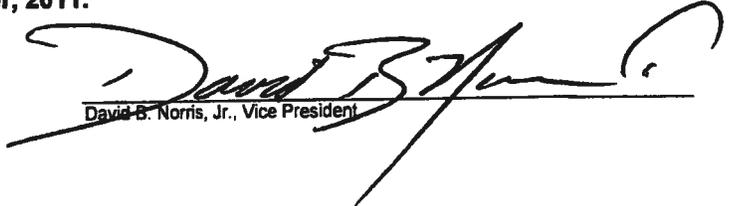
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint David J. Durden, Renee Ellis, Thomas J. Gentile, Billie Jo Sanders and Paul B. Scott, Jr. of Montgomery, Alabama -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **19th** day of **September, 2011**.



Kenneth C. Wendel, Assistant Secretary



David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **19th** day of **September, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**



Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **7th** day of **May, 2014**





Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, hereinafter called the Principal, and, hereinafter called the Surety, are held and firmly bound unto the City of Mountain Brook, Alabama, in the penal sum of _____ (\$), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the _____ day of, 2014 entered into between the Principal and the Owner for the construction of the following:

PROJECT NO. MI04-2014

A copy of which contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the contract in all respects on his or their part, and shall fully pay all obligations incurred in connection with the performance of such contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such Principal, and further shall save harmless the Owner from all costs and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships or corporations for all labor performed and materials furnished in connection with the performance of the contract, and that failure so to do with such persons, firms, partnerships or corporations shall give them a direct right of action against the Principal and Surety under this obligation and provided however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one (1) year from the date on which the final payment on the contract falls due; and provided further that any alterations or additions which may be made under the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder; notice to the Surety of any such alterations, extensions or forbearance being expressly waived.

This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated, and after such performance it shall be null and void.

Executed in ____ original counterparts.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on the ____ day of, 2014.

(Signature of Principal)

BY: _____

TITLE: _____

WITNESS: _____

BY: _____

TITLE: _____

(Signature of Surety)

WITNESS: _____

BY: _____

TITLE: _____

COUNTERSIGNED:

BY: _____

TITLE: _____

BOND
FOR PAYMENT OF
LABOR, MATERIALS, FEED-STUFFS OR SUPPLIES

City of Mountain Brook,
JEFFERSON COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, and,
_____, as Surety,
are held and firmly bound unto the [CITY] OF [city], ALABAMA, as Obligee, in the penal sum of
_____ Dollars
(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves,
our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the Street Resurfacing Project of the City of Mountain Brook, Jefferson County, Alabama, to-wit: known as MIO4-2014, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor, material, feed-stuffs, or supplies for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor, material, feed-stuffs, or supplies and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day
Project Coordinator: Jacky McClendon 205 802-3875

of _____, 20____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

NAME OF SURETY

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and complete address below including

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance Producer for Surety, if applicable:

PRODUCER'S COMPANY

Producer's Name

License No.

Address

PRODUCER'S COMPANY

SPECIAL CONDITIONS

1. DESCRIPTION OF WORK:

- (a) The work to be done consists of milling and resurfacing of streets selected by the City.
- (b) The milling of asphalt shall be performed in a manner that will produce a smooth riding surface. The depth of milling will be determined by the City's Project Coordinator. The material produced by the milling of streets will be recycled as a Binder Course that meets the Binder Course specifications as provided in Section IV. if the Contractor chooses to do so. Under no circumstances can any milled material be left overnight in the streets or gutter.
- (c) Milling will be full width, approximately 1 ½ inches.

1B. TRAFFIC CONTROL:

All traffic control shall be the responsibility of the contractor, including signs and flag persons.

2. CONTRACT PLANS:

- (a) The work shall be performed in accordance with these specifications, where directed by the City, and utilizing the approximate quantities of materials shown on Page 8 of the contract portion of these specifications. The City, however, reserves the right to increase or decrease the quantities estimated without penalty or change of unit prices bid.

3. DATE OF COMPLETION:

- (a) The Contractor shall start to work on the date set by the Owner in a written notice to proceed (work order) as outlined in Paragraph 7.2 (a) of the General Conditions, and shall completely finish all work within the specified number of calendar days and subject to allowable delays as stated in Paragraph 7.7 (a) of the General Conditions:

STREET IMPROVEMENTS - 45 CALENDAR DAYS

4. LIQUIDATED DAMAGES:

- (a.) Liquidated damages, as specified in Paragraph 7.8(a) of the General Conditions, are hereby mutually fixed and agreed upon at the rate of \$500.00 per calendar day of delay in completing the work.

5. SURFACE TAPERING:

All new surfaces shall be tapered to meet the existing gutter line to the maximum extent possible without structurally weakening the new surface.

6. ONE YEAR WARRANTY:

- (a) General Warranty for One Year After Completion of Contract: For a period of at least one year after the completion of the contract, the Contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the contract and neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final

Project Coordinator: Jacky McClendon 205 802-3875

acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness. The accepted date of the beginning of the one-year warranty shall be the date of final estimate payment to the Contractor by the Owner or Project Coordinator.

SECTION VII GENERAL CONDITIONS DEFINITIONS OF TERMS

1.1 DEFINITIONS:

Wherever the words, forms or phrases defined or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document, or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be construed and interpreted as follows:

Addenda: Any change in specifications after advertisements for bids will be made by addenda to specifications, with appropriate supplemental plans. After issuance, any addenda shall become a part of the specifications, as much as though fully contained therein.

Bidder: Any individual, firm or corporation submitting a bid or proposal for the work contemplated.

Construction Bonds or Performance Bonds: The approved form of security furnished by the contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the Plans, Specifications and Terms of the Contract.

Contract: The written agreement between the Owner and the Contractor covering the performance of the work. The contract includes the Advertisement (Notice to Contractors), Proposal, General Conditions, Special conditions, Detailed Specifications, Contract Agreement, Construction Bonds, Plans, and all approved Addenda and Change Orders thereto.

Owner: The corporate or other legally constituted body designate in the contract as the owner of the completed work and as a party to the contract, and his duly authorized representatives.

Contractor: The individual, firm or corporation selected by the owner as the successful bidder who has become a party to the Contract, and his duly authorized representatives.

Plans: All plans, drawings and maps identified in the special conditions as contract plans, together with all approved revisions or additions thereto.

Proposal: The written and signed statement which includes the completed proposal form duly filed with the owner by the person or persons, partnership, company, firm, or corporation proposing to do the work contemplated.

Proposal Form: The form furnished by the Project Coordinator on whom the formal bids for the work are to be prepared and submitted.

Specifications: The directions, provisions and requirements contained herein pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the contract.

Surety or Sureties: The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the Specifications, Contract or plans.

"THE WORK" or "THE PROJECT": The work or project, including the furnishing of all labor, materials, tools, equipment and incidentals, necessary or required to complete the improvement in conformity with the directions, provisions and requirements of the Specifications, limitations and conditions of the Contract and in accordance with the intent of the Plans.

AWWA: American Water Works Association

ASTM: American Society for Testing Materials

ASA: American Standards Association

NEMA: National Electric Manufacture's Association

2.1 PROPOSAL FORM:

The Project Coordinator will furnish bidders with Proposal Forms which will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked.

2.2 INTERPRETATION OF ESTIMATE:

The quantities of the work and materials shown on the Proposal form or on the Plans are believed to approximately represent the work to be performed and materials to be furnished and are to be used for comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications and it is understood that the quantities may be increased or decreased as hereinafter provided without in any way invalidating the bid prices.

2.3 EXAMINATION OF DOCUMENTS AND SITE OF THE WORK:

Bidders are advised that the plans, specifications, estimates and addenda of the Project Coordinator shall constitute all the information which the owner will furnish. No other information given by the owner or representative thereof, prior to the execution of the contract shall become a part of or change the contract, plans, specifications or estimates or be binding upon the owner. Bidders are required, prior to submitting a proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine the plans; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal.

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Bidders shall rely exclusively upon their own estimates, investigation and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of the proposal will be evidence that the bidder has made the examination and investigations required herein.

2.4 PREPARATION OF PROPOSAL:

The bidder shall submit his proposal on the forms furnished by the Project Coordinator. Each item for which a quantity of work is shown shall show a unit price, and each item shall be correctly extended and summarized. Should there develop a discrepancy between the unit price and the extended amount shall be corrected. The proposal must be properly signed, with the name and address of the firm, corporation or individual bidder clearly shown in the space provided. For a corporation the title of the official signing the proposal and the state in which the corporation was chartered must be shown, and the corporation seal affixed and attested by the secretary.

2.5 PROPOSAL GUARANTY:

Each bidder must submit with his proposal a certified check made payable to the owner or a bid bond made by a company qualified and authorized to transact business in the state in which the proposed work is located, in an amount not less than five percent (5%) of the total amount of his proposal as a guaranty that, if awarded a contract, the bidder will execute the required contract and furnish the required construction bonds (surety bonds) within ten (10) days after date of notice of such award.

2.6 FILING OF PROPOSAL:

Each proposal must be filed in a sealed envelope with the owner within the time limit for receiving proposals as stated in the advertisement and shall be made on the proposal form attached to the other contract documents. The envelope containing the proposal and other contract documents shall contain the name of the project, name and address of the bidder, and the bidder's license number and date of latest license renewal; otherwise the bid will not be opened. Proposals filed after the scheduled date and hour of opening proposals will be returned to the sender unopened.

2.7 WITHDRAWAL OF PROPOSALS:

A proposal may be withdrawn, modified or amended at any time prior to the scheduled date and hour of opening proposals by submitting to the owner a written statement setting forth the nature of the desired modification or the reason for withdrawal.

2.8 OPENING OF PROPOSALS:

The proposals filed with the owner will be opened and publicly read at the time and place stated in the advertisement. Bidders are invited to be present. Proposals filed in proper order and accepted by the owner for consideration and canvass and which have been opened and read may not be withdrawn for a period of 60 days after date of opening.

2.9 IRREGULAR PROPOSALS:

Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, or irregularities of any kind. However, the Owner reserves the right to waive technicalities and make the award in the best interest of the owner.

2.10 REJECTION OF PROPOSALS:

The owner reserves the right to reject any or all proposals.

2.11 DISQUALIFICATION OF BIDDERS:

Any bidder using the same or different names for submitting more than one proposal for the work will be disqualified for further consideration on the work.

AWARD AND EXECUTION OF CONTRACT

3.1 CONSIDERATION OF PROPOSALS:

After the proposals are opened and read, the owner will check and tabulate all proposals and such tabulations shall be made public. Until the final award of the contract, the owner reserves the right to reject any or all proposals; to waive technicalities and to advertise for new proposals.

3.2 AWARD OF CONTRACT:

- (a) The owner will award the contract or reject all proposals received within 60 days after date of opening proposals.
- (b) The award of the contract, if made, shall be to the lowest responsible bidder whose proposal complies with the requirements of the owner.
- (c) Before an award is made, the owner reserves the right to investigate the previous experience, financial status, and general reputation of the three (3) lowest bidders.

3.3 RETURN OF PROPOSAL GUARANTY:

As soon as the proposals have been compared, the owner may, at its discretion, return the proposal guaranties accompanying those proposals which in its judgment would not be considered in making the award. After the award is made, only the successful bidder's proposal guaranty will be retained until the required contract and bonds have been executed, after which it will be returned to the bidder.

3.4 CONSTRUCTION (SURETY) BONDS:

With the execution and delivery of the contract, the contractor shall furnish to the owner a performance bond and a labor and materials bond for the total amount of the contract as security for faithful performance of the contract and for the payment of all persons performing labor and furnishing material under the contract. Maintenance provisions of the bonds shall remain in effect for twelve (12) months after completion of the work. The bonds shall be in a form satisfactory to the owner. The surety shall be a reputable bonding company authorized to transact business in the state in which the work is located and shall be acceptable to the owner.

3.5 EXECUTION OF CONTRACT:

The contract shall be executed by the successful bidder and returned to the owner with acceptable construction bonds within ten days after the date of notice of award by the owner. The contract, bonds and other documents shall be approved by the owner's attorney, if required, before execution and acceptance by the owner.

3.6 FAILURE TO EXECUTE CONTRACT:

Should the successful bidder to whom the contract has been awarded fail to execute the contract and furnish satisfactory construction (surety) bonds within ten days after date of notice award, it shall be considered that he has abandoned his proposal; the tender of contract shall be withdrawn; and the amount of the proposal guaranty shall be forfeited to the owner as fixed and agreed liquidated damages. The filing of a proposal by any bidder shall be considered as an acceptance by him of this provision.

SCOPE OF WORK

4.1 INTENT OF PLANS AND SPECIFICATIONS:

The intent of the plans and specifications is to prescribe a complete work which the contractor undertakes to do in full compliance with the contract. The contractor shall do all work as provided in the plans, specifications and other parts of the contract and shall do such additional, extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. Any work or material not shown on the plans or described in the specifications but which may be fairly implied as included in any item of the contract shall be performed and/or furnished by the contractor without additional charge thereof. The contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work.

4.2 INCREASE OR DECREASE OF QUANTITIES:

The owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvement at any time, when and as found necessary and the contractor shall perform the work as altered, increased or decreased at the contract unit prices. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the contract.

4.3. ALTERATIONS OF PLANS AND SPECIFICATIONS:

The owner reserves the right, at any time, to make such changes in the plans and the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

4.4 EXTRA WORK:

When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the contractor shall do such work, but only when and as ordered by the Project Coordinator. Payment for the extra work will be made as hereinafter provided.

4.5 CLEANING UP:

(a) Throughout the progress of the work the contractor shall keep the construction area, including storage areas used by him, free from accumulation of waste material or rubbish and shall keep his materials and equipment in a neat and orderly manner. Immediately upon completion of any section of the work and before payment therefore has been made, he shall remove from the site all construction equipment, temporary structures, and debris and shall restore the site to a neat, workmanlike condition. Waste material shall be disposed of at locations satisfactory to the Project Coordinator.

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(b) Where the contractor has performed work on, or has made use of, private property for storage of materials or for other purposes, he shall obtain a satisfactory release from the owner of said property after completion of the work and the removal of all materials and equipment therefrom.

(c) After completion of all work contemplated under the contract and before final cleanup of the site of each separate part of the work; shall restore all surfaces to a neat and orderly condition; and shall remove all construction equipment, tools and supplies therefrom.

CONTROL OF WORK AND MATERIALS

5.1 AUTHORITY OF THE PROJECT COORDINATOR:

All work shall be done under the supervision of the Project Coordinator and to his satisfaction. He shall decide all questions which arise as to quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of plans and specifications, acceptable fulfillment of the contract, compensation and suspension of work. His decisions and estimates shall be final.

5.2 CONFORMITY WITH PLANS:

All work shall conform to the lines, grades, cross-sections, details and dimensions shown on the plans. Any deviation from the plans which may be required by the exigencies of construction will be determined by the Project Coordinator and authorized by him in writing.

5.3 EXISTING STRUCTURES NOT SHOWN ON PLANS:

It is intended that the plans show the location of all existing surface and sub-surface structures. However, the location of many gas mains, water mains, conduits, sewers, etc., is unknown and the owner assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities, unless an obstruction encountered is such as to necessitate substantial changes in the lines or grades or requires the building of special structures, provisions for which are not made in the plans, in which case the provisions in these specifications for extra work shall apply.

5.4 SUB-SURFACE INFORMATION AND DATA:

The sub-surface information and data furnished in the drawings are not intended as representations or warranties but are furnished for information only. It is expressly understood that the owner will not be responsible for the accuracy thereof any deduction, interpretation, or conclusion drawn therefrom by the contractor. The information is made available in order that the contractor may have ready access to the same information available to the owner and is not a part of this contract.

5.5 COORDINATION OF PLANS AND SPECIFICATIONS:

The plans and specifications are complementary and a requirement occurring in either of them is binding as if shown in both. In any conflict between plans and specifications the Project Coordinator shall make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and

specifications. If any discrepancy between figured dimensions and scaled dimensions arise, the figured dimensions shall govern.

5.6 SHOP AND ERECTION DRAWINGS:

The contractor shall furnish to the Project Coordinator detailed shop drawings for work that is to be fabricated and erection drawings equipment that is to be installed. These drawings shall show the principal dimensions of the materials or equipment to be furnished, foundation plans, number and position of all anchor bolts, together with the manufacturer's specifications, parts lists, descriptive literature and operating instructions. Materials shall not be fabricated nor equipment shipped until these drawings have been approved by the Project Coordinator. Approval of these drawings shall not relieve the contractor for the correctness of all dimensions and for the correct fitting of all parts for the satisfactory installation and operation in service of all materials and equipment as specified.

5.7 COOPERATION OF THE CONTRACTOR:

- (a) The contractor shall maintain a copy of the plans and specifications available on the work at all times.
- (b) The contractor shall give to the work the consistent attention necessary to facilitate the progress thereof and shall provide a competent superintendent on the work at all times who is fully authorized as his agent on the work. The superintendent shall be capable of thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Project Coordinator or his authorized representative.

5.8 QUALITY OF MATERIALS AND EQUIPMENT

Only materials and equipment conforming to the requirements of these specifications shall be used in the work and such materials and equipment shall be used only after approval has been given by the Project Coordinator. All materials and equipment furnished for the work shall be new and unused and of recent manufacture.

5.9 SAMPLES AND TESTS OF MATERIALS

- (a) Where required by the specifications or by the Project Coordinator, tests and/or inspection of materials incorporated in the work shall be performed by commercial laboratories approved by the Project Coordinator. Tests, unless otherwise specified, shall be made in accordance with the latest standard methods of the American Society for Testing Materials.
- (b) The costs of such tests, sampling and inspection shall be borne by the contractor, who shall furnish evidence satisfactory to the Project Coordinator that the materials have passed the required tests and inspections prior to the incorporation of such materials into the work.

5.10 STORAGE OF MATERIALS AND EQUIPMENT

- (a) All materials and equipment intended for incorporation into the work shall be stored in a manner that will insure preservation of their quality and fitness of the work. Storage facilities shall be provided at the expense of the contractor.
- (b) The contractor shall be responsible for loss, damage or deterioration of materials and equipment caused by improper protection from weather or from other sources of damage.

5.11 INSPECTION

The Project Coordinator will inspect all phases of the work in progress. The contractor shall furnish the Project Coordinator with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intents of the plans and specifications. Should any work be covered or hidden prior to the approval thereof by the Project Coordinator, it shall be uncovered for examination at the contractor's expense.

5.12 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

(a) Work performed without proper controls for lines and grades having been given; work performed beyond the lines or not in conformity with the grades shown on the plans or as given; or done without proper inspection; or any extra or unclassified work performed without written authority and prior agreement in writing as to prices, will be performed at the contractor's risk and will be considered unauthorized, and, at the option of the Project Coordinator, may not be measured and paid for and may be ordered removed at the contractor's expense.

(b) All work which has been rejected or condemned shall be removed and replaced at the contractor's expense. Defective materials shall be removed immediately from the site of the work.

5.13 TEST PERIOD AND FINAL INSPECTION

(a) As each separate principal part of the work is completed, it shall be immediately inspected by the Project Coordinator. If found to be in substantial compliance with the plans and specifications it shall be tentatively accepted by the Project Coordinator. Thereafter, all such completed and accepted part of the work shall be maintained in good condition by and at the expense of the contractor until final acceptance by the owner of all work covered by the contract.

(b) After the principal operating parts of the work have been completed and tentatively accepted, they shall be operated simultaneously as a single unit by and at the expense of the contractor, in the presence of the Project Coordinator, for a period of not less than ten (10) days. During the test period, the contractor shall make all such repairs, adjustments and replacements as may be found necessary to develop the capacities and complete operating functions called for or implied in the specifications.

(c) Operation and maintenance work prior to and during the test period shall be by and at the expense of the contractor and shall be continued until all work performed under the contract has been formally accepted by the owner.

(d) After the test period has been concluded and the construction of all work under contract has been completed, the Project Coordinator, contractor and a representative of the owner shall make a joint final inspection of all phases of the work. If the work is not acceptable at the time of such inspection, the Project Coordinator will notify the contractor of the defects which must be remedied before final acceptance can be made.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

6.1 LAWS TO BE OBSERVED:

The contractor shall, at all times, observe and comply with all Federal and State laws and local ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work.

6.2 PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incident to lawful prosecution of the work.

6.3 PATENTED DEVICES, MATERIALS AND PROCESSES

The contractor and the Surety shall indemnify and save harmless to the owner and his or its duly authorized representatives from all and every demand for damages, royalties or fees on any patented devices, materials and processes used by him or used in connection with the work done or material furnished under this contract.

6.4 SANITATION

The contractor shall provide and maintain the necessary sanitary conveniences for the use of laborers on the worksite, properly secluded from public observations. Sanitary conveniences and practices shall comply with state and local regulations.

6.5 PUBLIC CONVENIENCE AND SAFETY

- (a) Where the work is located in or near city streets, alleys or rights-of-way, or highways the contractor shall store construction materials and perform the work in such a manner as will provide reasonably adequate and satisfactory convenience for the general public and residents along the work.
- (b) No street shall be closed without the permission of the Project Coordinator and the fire department having jurisdiction. Where traffic is diverted from the work the contractor shall provide all materials and perform all work for the construction and maintenance of all required temporary roadways and structures.
- (c) Storage of materials and the work shall be arranged so that there will be free access to all fire hydrant, valves, manholes and other utility appurtenances.
- (d) The contractor shall take such precautionary measures in the performance of the work as will give maximum protection at all times to persons and property near the work.

6.6 BARRICADES AND WARNING SIGNALS

Where the work is located in or adjacent to any street, alley or public place, the contractor shall at his own expense furnish and erect such barricades, fences, lights, and danger signals and shall provide such watchmen as are required to protect persons, property and the work. Barricades shall be painted so as to be visible at night. From sunset to sunrise, the contractor shall furnish and maintain at least one (1) light at each barricade. The contractor shall be solely responsible for all damages to the work due to failure of barricades, signs, lights and watchmen to protect it. The contractor's responsibility for the maintenance of barricades, signs, lights and watchmen shall not cease until the project has been finally accepted by the owner.

6.7 USE OF EXPLOSIVES

Should the contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property, and the contractor shall carry on such work in compliance with the applicable state and local laws and ordinances regulating the use of explosives. Where explosives are stored or kept, they shall be marked plainly, "Dangerous - Explosives."

6.8 PRIVILEGES OF THE CONTRACTOR IN STREETS, ALLEYS, AND RIGHTS-OF-WAYS

For the performance of the contract, the contractor will be permitted to occupy such portions of the public property as will not unduly restrict traffic or endanger the public.

6.9 RAILWAY AND HIGHWAY CROSSINGS

(a) Where the work encroaches upon the right-of-way of any railway, public highway or other public utility, the owner will obtain all easements or authority necessary to enter upon such right-of-way for the prosecution and completion of the work; but the contractor shall make all arrangements with the owner of the right-of-way for the actual construction work and shall perform the work on or across the right-of-way in the manner and at the times agreed upon with the owner, and shall pay the costs thereof, including the costs, if any, of temporary construction performed by the owner as a means of providing safe and continuous operation of its facilities during the construction period. The contractor shall take extra precautions for the safety of the work, the owner's facilities and the general public as may be necessary, by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

(b) Where required by any railway or highway owner, the contractor shall post with the owner thereof any performance bond which may be required to guarantee the satisfactory replacement or repair of materials, paving or grading within the right-of-way thereof.

6.10 PROTECTION AND RESTORATION OF PROPERTY

(a) The contractor shall not enter upon private property for any purpose without first obtaining permission from its owner and he shall be responsible for the preservation of, and shall use every precaution necessary to prevent damage to, all trees, shrubbery, fences, culverts, bridges, pavement, driveways, sidewalks, etc. and to all water, sewer, gas, telephone, and electric lines thereof, and to all other public or private

property along or adjacent to the work. The contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their property, along or adjacent to the work. The contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing the work or due to its non execution of the work or at any time due to defective work or materials.

(b) When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the contractor, he shall restore, at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

6.11 PUBLIC UTILITIES

(a) Where the proper accomplishment of the work requires that any property of privately-owned public utilities be cut, moved, relocated, rebuilt, or otherwise disturbed in any way, the owner shall, upon proper application by the contractor, notify the utility owner to make the required changes. The contractor, prior to making application to the owner shall make all preliminary arrangements with the utility owner, including the scheduling of work. The owner shall not be responsible for any delays in the accomplishment of the required changes on utility property by reason of the contractor's failure to schedule the work properly or otherwise; and in no case shall the contractor be allowed any claim for extension of time or additional compensation based on failure of the utility owner to make the required changes within the stipulated period of time.

6.12 SERVICE CONNECTIONS

Where service connections or lines from water or gas mains or sewers to the user's premises are disconnected, broken, damaged, or otherwise rendered inoperative by the contractor for any reason he shall, at his own expense, repair or replace same and restore service to the premises at the earliest possible time.

6.13 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing storm or sanitary sewers are required to be taken up, moved, or rebuilt, the contractor, at his own expense, shall provide and maintain temporary outlets and connections for all private or public drains, sewers, and sewer outlets connected to or served by the sewers to be rebuilt, and where necessary, shall provide adequate pumping facilities; and shall maintain these services until such time as the permanent sewers and connections are built and in service.

6.14 WATER AND ELECTRICITY

(a) It shall be the responsibility of the contractor to provide and maintain at his own expense an adequate supply of water and electricity required for the work.

(b) Electric power used through permanent electrical connections of the work for preliminary operation shall be paid for by the contractor until final acceptance of the work by the owner.

6.15 USE OF A SECTION OR PORTION OF THE WORK

Whenever, in the opinion of the Project Coordinator, any portion of the work or any structure is in suitable condition, it may be put into use upon the written order of the Project Coordinator and such usage shall not be held to be in any way an acceptance of the work or structure or any part thereof as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs and renewals of any section of the work so put into use, due to defective material or workmanship, to natural causes other than ordinary wear and tear or to the operation of the contractor shall be performed by and at the expense of the contractor.

6.16 RESPONSIBILITY AND LIABILITY FOR CLAIMS

(a) The contractor and his surety shall indemnify and save harmless the owner and all its officers, agents, and servants against any claims of liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by himself or by his employees.

(b) The contractor and his surety shall indemnify and save harmless the owner and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons or property by or from the contractor or by or in consequence of any neglect in performance of the work, in safeguarding the construction, or through the use of unacceptable materials in constructing the work, or by on account of any claim or amounts arising or recovered under the "Workmen's Compensation Law" or any other law, ordinance, order or decree.

(c) The contractor guarantees the payment of all just claims for materials, supplies, tools, labor, etc., against him or any subcontractor in connection with his contract.

6.17 INSURANCE

The contractor shall take out and maintain throughout the life of the contract, Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance. The public liability shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person and not less than \$1,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$1,000,000. Workmen's Compensation insurance shall be in conformity with the requirements of the state laws. The contractor shall furnish the owner with satisfactory evidence of his compliance with these provisions.

6.18 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until acceptance by the Project Coordinator as provided for in these specifications, the work shall be under the charge and care of the contractor and he shall take every necessary precaution to prevent injury or damage to the worker or any part thereof by the action of the elements or from any other cause

whatsoever, whether arising from the execution or from the non-execution of the work. The contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the aforementioned causes before acceptance.

6.19 NO WAIVER OF LEGAL RIGHTS

Inspection by the Project Coordinator or by any of his duly authorized representatives, any order, measurement or certificate by the Project Coordinator, any order by the owner for payment of money, any payment for or acceptance of any work or any extension of time or possession taken by the owner, shall not operate as a waiver of any provision of the contract or any power therein reserved to the owner or any right of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

PROSECUTION AND PROGRESS

7.1 SUBCONTRACTS AND ASSIGNMENTS

The contractor shall not let any part of the work to a subcontractor nor shall he assign the whole or any part of the contract or any monies due there under without prior written consent of the owner. Any subcontracts so let shall be subject to all of the applicable provisions of the principal contract and the contractor shall be fully responsible for the acts and omissions of his subcontractors.

7.2 BEGINNING AND COMPLETION OF WORK

After award and execution of the contract the owner shall notify the contractor in writing to proceed with the work, such notice to state the date on which the contractor will commence work. The rate of progress shall be such that the whole work will be performed and premises cleaned up in accordance with the contract, plans and specifications within the time limit as set out in the Special Conditions.

7.3 CONSTRUCTION SCHEDULE

Within ten (10) days after date of contract, the contractor shall prepare and submit to the owner for approval a construction schedule showing the dates on which he proposes to start and complete each separate part of the work. When approved by the owner, the construction schedule shall become a part of the contract and shall be adhered to as closely as practicable thereafter by the contractor until each separate part of the work has been completed. The schedule may be revised from time to time as the work progresses by approval of both parties to the contract; but approval by the owner shall not be construed in any way as an approval of an extension of time of completion.

7.4 PROSECUTION OF WORK

The contractor shall continuously and diligently prosecute the work in such order and manner, and with an ample force of men and equipment that will accomplish the work in a safe and workmanlike manner.

7.5 CHARACTER OF WORKMEN AND EQUIPMENT

- (a) The contractor shall comply with all federal, state and local laws, regulations and ordinances governing the employment of labor and the payment of wages thereto for work performed under this contract. In general, the contractor shall give preference to qualified local residents but in no case shall he employ any person whose age or physical condition is such as to make his employment dangerous to the health or safety of himself or of others employed on the work.
- (b) The contractor shall adopt uniform schedules for wage rates and working hours, and shall follow such schedules consistently throughout the life of the contract. The owner reserves the right to examine the contractor's payroll and employment records to insure compliance with these provisions.
- (c) All workmen shall have sufficient skill and experience to properly perform the work assigned to them. On any special or skilled work or in any trade, only qualified, careful and efficient mechanics shall be used.
- (d) Any employee of the contractor who may be adjudged by the owner to be incompetent, untrustworthy or otherwise undesirable shall be removed from the work immediately upon request of the owner and shall not be re-employed on the work thereafter.
- (e) The contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools and machinery shall be subject to the approval of the Project Coordinator.

7.6 ANNULMENT OF CONTRACT

- (a) The contract may be annulled by the owner for any of the following reasons: (1) Substantial evidence that the progress being made by the contractor is insufficient to complete the work within the specified time; (2) Deliberate failure on the part of the contractor to proceed with the construction of the work when so instructed by the Project Coordinator or to observe any requirements of these specifications; (3) Failure on the part of the contractor to promptly make good any defects in materials or construction that may be called to his attention by the Project Coordinator; (4) in case the contractor becomes insolvent or is declared bankrupt, or allows any final judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
- (b) Before annulment of the contract, the contractor and his Surety will first be notified in writing by the owner of the conditions which make annulment of the contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the contractor or his surety to correct the conditions of which complaint is made, the owner may declare the contract annulled, and will notify the contractor and his surety accordingly.
- (c) Upon receipt of notice from the owner that the contract has been annulled, the contractor shall immediately discontinue all operations. The owner may then proceed with the construction in any lawful manner that it may elect, until it is finally completed. When construction is finally completed, the total cost of the work will be computed and if this total cost is greater than the contractor price, the difference shall be paid to the owner by the contractor or his surety.

7.7 EXTENSION OF TIME OF COMPLETION

The contractor may be allowed an extension of time for delays due to unforeseeable causes beyond the contractor's control and without the fault or negligence of the contractor, including but not restricted to acts of God, the public enemy, and the Federal Government. Delays due to adverse weather conditions shall not be considered as grounds for an extension of time of completion. Extension of time shall be considered only when submitted to the Project Coordinator in writing within ten (10) days from and after the time when any alleged cause of delay shall occur.

7.8 FAILURE TO COMPLETE WORK ON TIME

In case of delay in completion of the work and in case the owner does not terminate the contractor's right to proceed, then the actual damages caused by the delay will be impossible to determine, in which event the contractor shall pay to the owner, in lieu thereof, as fixed, agreed and liquidated damages an amount as stipulated in the Special Conditions for each calendar day of delay until the work has been completed and accepted and the contractor and his sureties shall be liable to the owner for the total amount thereof.

7.9 TEMPORARY SUSPENSION

(a) The Project Coordinator shall have the authority to suspend the work wholly or in part for such period or periods of time as he may deem necessary due to unsuitable weather or such other conditions as rare considered unfavorable or the suitable prosecution of work. The contractor shall proceed with the work promptly when notified by the Project Coordinator to resume operations.

(b) The contractor shall not suspend work without written authority from the Project Coordinator.

7.10 TERMINATION OF CONTRACT

(a) The contract will be considered fulfilled, except as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made and final acceptance and final payment have been made by the owner.

(b) The contractor shall guarantee each specific portion of the work against defective materials and workmanship, and to meet all performance requirements for a period of one year from date of acceptance by the owner; and shall furnish satisfactory evidence to the owner that all sums of money due for labor and materials used in the work have been paid. During the guarantee period, upon written request by the owner, the contractor shall immediately replace or repair all defective materials and make good all defective workmanship at his own expense and to the satisfaction of the owner.

(c) After final inspection and upon receipt of satisfactory evidence of payment for all labor and materials used in the work, the Project Coordinator will notify the owner in writing of his acceptance of the work performed under the contract and of his recommendations in respect to final payment to the contractor.

MEASUREMENTS AND PAYMENTS

8.1 MEASUREMENTS OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the contract will be made by the Project Coordinator, based on measurements taken by him or his assistants. These measurements will be taken according to the United States standard measurements.

8.2 SCOPE OF PAYMENT

(a) The contractor shall receive and accept as compensation, as herein provided, in full payment of furnishing all labor, materials, tools, equipment and incidentals; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for any unforeseen defects or obstructions which may arise during the prosecution of the work and before its final acceptance by the owner; for all risks connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications.

(b) Any materials or work covered by partial estimates shall, upon payment, become the sole property of the owner; however, the payment of any partial or periodical estimates prior to final acceptance of the work by the owner shall in no way constitute an acknowledgment of the acceptance of the work nor in any way prejudice or effect the obligation of the contractor to repair, correct, renew or replace, at his expense, any defects or imperfections in the construction or in strength or quality of the materials used in the construction of the work under the contract.

(a) Extra work performed by the contractor, authorized by the Project Coordinator and approved by the owner will be paid at the lump sum and/or unit prices agreed on in written change orders signed by the contractor, Project Coordinator and owner before such work is begun. All extra work shall be subject to all other conditions of the contract.

8.3 PARTIAL PAYMENTS

(a) At the end of each calendar month during the life of the contract the Project Coordinator will prepare an estimate of the quantities of work and of the total amount due therefore. On or before the fifteenth (15th) day of the following month the owner will make a partial payment to the contractor equivalent in amount to the value of all work done to the end of the preceding month, less ten (10) per cent of such amount to be retained, less previous payments. The retained amounts shall be held by the owner until final completion and acceptance of all work contemplated under the contract, at which time the retained amounts and other amounts then due shall be paid in full.

(b) In the preparation of monthly partial pay estimates account may be taken, if specifically approved by the owner, of materials delivered to the site of work but not yet incorporated into the work.

(c) If, upon completion of approximately fifty (50) percent of all work authorized, the owner sees that satisfactory progress is being made, he may make any of the remaining partial payments in full without retainage.

8.4 FINAL PAYMENT

(a) When the work provided for by the contract has been completely performed on the part of the contractor and all parts of the work have been approved by the Project Coordinator and accepted by the owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be certified as correct by the Project Coordinator and approved by the owner before payment.

(b) The final payment will be made to the contractor as soon as practicable after final acceptance by the owner.

**STREET IMPROVEMENTS
DETAILED SPECIFICATIONS**

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DETAILED SPECIFICATIONS

ITEM I.

1.01 MILLING OF ASPHALT

The milling of asphalt shall be performed in a manner that will produce a smooth riding surface. The equipment used for milling shall and will be approved by the City Project Coordinator.

1.02 BASIS OF PAYMENT

Payment shall be made at the contract unit Price Per Ton, and shall be the actual number of tons milled and verified by the plant inspector at the plant weigh station. The contractor shall furnish the city of Mountain Brook with two (2) copies of weight tickets on each truck returning milled mix to the plant. This amount, so paid, shall constitute full compensation for milling and transporting the mix to the plant and furnishing all equipment and tools, fuel, labor and incidentals necessary to complete the work.

ITEM II.

ADJUSTING MANHOLES, INLETS AND CATCH BASINS

2.01 SCOPE

The work covered by this item shall consist of furnishing all materials and labor necessary for the resetting and adjusting of existing manhole, inlet, or catch basin frames and covers to bring them to the location and grade required by the new construction.

2.02 RESETTING

Existing manhole, inlet, and catch basin frames and covers shall be reset in accordance with these specifications when the existing manholes, inlets, or catch basins are more than one (1) inch above or below the new grade or elevation of the proposed construction. They shall be thoroughly cleaned and accurately set to line and grade of the new construction by removing the frame and cover and raising or lowering the masonry top of the structure and resetting on a cushion of cement mortar.

2.03 PAVING RINGS

Paving rings of proper diameter, width, length, weight, and height, may be used on manhole, inlet, or catch basin frames in lieu of resetting under this specification.

2.04 METHOD OF PAYMENT

Payment for adjusting, resetting, or raising manhole, inlet, and catch basin frames and covers shall be made for the actual number so relocated as specified above and at the unit price as listed under Item II. of the contract pay items. This amount, so paid, shall be full compensation for adjusting, resetting, and furnishing and placing paving rings, materials, tools, equipment, forms, drawings and specifications, and performing all labor required to complete the work herein specified.

Project Coordinator: Jacky McClendon 205 802-3875

ITEM III

BITUMINOUS TRACKLESS TACK COAT

3.01 SCOPE

The work covered by this item shall consist of furnishing all labor, materials and equipment, and performing all operations in connection with the application of a bituminous tack coat on a previously prepared bituminous binder course or existing pavement, as shown on drawings, as hereinafter specified and as directed by the Project Coordinator.

3.02 DESCRIPTION

The bituminous trackless tack coat shall consist of a hot or cold application of bituminous material on a prepared bituminous binder course, base course or existing pavement as specified by the Project Coordinator.

3.03 QUANTITY OF MATERIAL

The amount of bituminous material to be applied to each square yard for the trackless tack coat shall be within the maximum and minimum quantities specified herein below. The exact amount to be applied shall be determined by the Project Coordinator and may be varied to meet existing conditions.

MATERIAL	AMOUNT Gallons Per Square Yard
Bituminous Material	0.05 to 0.15

3.04 WEATHER LIMITATION

The tack coat shall be applied only when the existing surface is dry, when the atmospheric temperature is above fifty (50) degrees F., and when the weather is not rainy.

3.05 REMOVAL OF LOOSE AND FOREIGN MATERIAL

Immediately before applying the tack coat all surfaces, both horizontal and vertical, which will be in contact with the new asphalt plant mix shall be thoroughly cleaned of all dirt, debris, extruded joint material, grease, oil, grass, roots, clay coating, and all other foreign materials which may impair the construction. All depressions not reached by rotary power brooms and blower shall be cleaned by hand brooming, or other equipment, as directed by the Project Coordinator, including, but not limited to, washing and flushing. The contractor shall not grease, oil or perform any maintenance of any equipment while located within the construction limits of the work.

3.06 DETERMINATION OF PAY QUANTITIES

The quantities of bituminous tack coat for which payment will be allowed shall be expressed in gallons and shall be the actual quantities of material used in the accepted work as measured by the Project Coordinator, corrected to gallons at sixty (60) degrees F. in accordance with the appropriate table contained in the American Society for Testing Materials, Standard Abridged Volume Correction Table, Serial Designation D206-36, for Petroleum Oils.

3.07 PAYMENT

Payment for bituminous tack coat placed under these specifications shall be made for the quantities determined as specified above at the contract unit price per gallon as listed under Item III of the contract pay items. This amount, so paid, shall be full compensation for furnishing, delivering and applying the material, furnishing and spreading blotter material, and for all labor, equipment, tools and other expenses incidental to the work. Pouring cracks in existing pavements shall be considered as an incidental item of the work and no specific payment will be allowed therefor.

ITEM IV

HOT LAID PLANT MIX SEAL COURSE AND BINDER COURSE

4.01 SCOPE

The work covered by this item shall consist of furnishing all labor, materials, equipment and performing all operations in connection with the construction of a hot laid plant mix seal course and hot laid plant mix binder course, as hereinafter specified and as directed by the Project Coordinator. The binder course may be used as a leveling course for filling holes and replacing removed base course, which has not been removed to a depth of more than two and one-half inches. In general, the binder course is to be used to bring an uneven surface to the intended contour of the finished pavement as well as to provide additional thickness to the existing pavement as required by the contract plans and specifications.

4.02 Determination of Pay Quantities.

The quantities of binder course and seal course, for which payment will be allowed, shall be expressed in tons, and shall be the actual number of tons of hot laid bituminous plant mix used in the completed and accepted work, as verified by the plant inspector. When and as directed by the Project Coordinator, trucks shall be weighed at periodic intervals.

4.03 Payment.

Payment for hot laid binder course and seal course placed under these specifications will be made for the quantities determined in the manner specified above at the applicable contract unit price per ton as listed under Item V of the contract pay items. This amount, so paid, shall constitute full compensation for preparing or reconditioning base course or sub-grade and for furnishing all material, including asphalt, all equipment and tools and for handling, mixing, manipulating, placing, shaping, compacting, rolling and finishing, improving unsatisfactory areas and furnishing all labor and incidentals necessary to complete the work in place.

Project Coordinator: Jacky McClendon 205 802-3875

"Exhibit A"

109.03

(b) GALLONAGE (LITERS).

When specified on the plans or in the proposal, bituminous material will be measured by the gallon (liter) in the railroad car, tank truck, distributor tank, or drums. Each railroad tank, tank truck, drum or distributor tank of bituminous material delivered for the project will be measured. The measurement shall be taken when the bituminous material is of a uniform temperature and free from air bubbles.

(c) TEMPERATURE CORRECTION.

The volumetric measurement of the bituminous material will be based upon a temperature of 60 °F (16 °C), using the following correction factors:

- 0.00035 per degree F (0.00063 per degree C) for petroleum oils having a specific gravity above 0.966 at 60 °F/60 °F (16 °C/16 °C);
- 0.00040 per degree F (0.00072 per degree C) for petroleum oils having a specific gravity between 0.850 and 0.966 at 60 °F/60 °F (16 °C/16 °C);
- 0.00025 per degree F (0.00045 per degree C) for emulsified asphalts.

★ 109.03 Scope of Payment. ★

(a) QUANTITIES.

The quantities listed in the bid schedule do not govern final payment. Payments to the Contractor for contract items will be made for the actual quantities of these items performed in accordance with the plans and specifications. If upon completion of the construction these actual quantities show an increase or decrease from those in the proposal, the contract unit prices will still govern except where modified by supplemental agreement or allowance made as provided in Articles 104.02 and 104.03. Quantities included in supplemental agreements will be paid for as stipulated therein. Force account work will be paid for as provided in Article 109.04.

(b) BASIS OF PAYMENT.

The Contractor shall accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, equipment and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for all loss or damage arising from the nature of the work, or from the action of the elements except as noted in Article 107.17, or from any unforeseen difficulties which may be encountered during the prosecution of the work and until its final acceptance; also for all risks of every description connected with the prosecution of the work.

(c) UNIT PRICE COVERAGE.

In cases where the basis of payment clause in the specifications relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or materials essential to the item, this same work or materials will not be measured or paid for under any other pay item which may appear elsewhere in the specifications. Reference is made to item 101.01(c).

(d) REPAIR OR RENEWAL OF DEFECTIVE WORK.

The payment of any current estimate shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

(e) BITUMINOUS MATERIAL PRICE ADJUSTMENTS.

1. ASPHALT INDEX.

The contract unit prices for bituminous materials shall be based on the asphalt prices at the time of opening bids. The Department will establish a monthly "Asphalt Index" to address fluctuations in the cost of the bituminous materials during the life of the project.

The index will be composed of the following four entries:

- PG Asphalt (for all grades without polymer);
- PG Asphalt with Polymer (for all grades with polymer);
- Emulsified Asphalt (for all grades without polymer and cutback asphalts);
- Emulsified Asphalt with Polymer (for all grades with polymer).

2. USAGE AND PAYMENT.

Adjustments in compensation will be computed each month that bituminous materials are used in the work. Bituminous plant mix bases and pavements, surface treatments and tack coat are

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the only types of bituminous materials for which a price adjustment will be computed. Adjustments in compensation will be based on an index that is a monthly price per gallon for the bituminous material.

Before the expiration of contract time (plus approved time extensions) the dollar amount of adjustment will be determined by multiplying the increase or decrease of the current (current estimate month) index from a "base index" by the number of gallons of bituminous material used in the work during the period covered by the monthly estimate. The base index will be the value of the index for the month in which the project is let.

After the expiration of contract time (plus approved time extensions) two calculations of a potential price adjustment will be made. The first calculation will be made using the current index and the base index. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The amount of the price adjustment for the current estimate period will be the smallest amount of an increase in compensation if both calculations are an increase in compensation. The amount of the price adjustment will be the largest amount of a decrease in compensation if both calculations are a decrease in compensation. The amount of the price adjustment will be the decrease in compensation if one of the calculations is an increase in compensation and the other calculation is a decrease in compensation.

The amount of asphalt will be calculated as follows:

- Bituminous Plant Mix Bases and Pavements - the number of gallons (liters) of new bituminous material required by the approved job mix formula. A conversion factor of 8.51 pounds per gallon (1.02 kg/L) will be used for figuring quantities. No measurement for adjustment will be made for the amount of asphalt rejuvenator used or for the amount of bituminous material recovered and used in surface recycling operations.

- Surface Treatments - actual gallons (liters) of asphalt used within specification requirements with volumetric correction to 60 °F (16 °C) as per Subarticle 109.02(c).

- Tack Coat - actual gallons (liters) of asphalt used within specification requirements with volumetric correction to 60 °F (16 °C) as per Subarticle 109.02(c).

(f) ADJUSTMENTS DUE TO COST OF CONSTRUCTION FUEL FOR HMA PRODUCTION.

Changes in the compensation due the Contractor will be made by the Engineer to address changes in the cost of fuel required for the production of Hot Mix Asphalt (HMA) in a plant. The changes in compensation will be made based on a monthly index of the cost of fuel determined by the Department.

A monthly HMA production fuel index will be established based on the average area terminal price reports for No. 2 fuel and No. 6 (3.0 % S) fuel of the "Petroleum Price Report" published during the week in which the first day of the month occurs.

Before the expiration of contract time (plus approved time extensions) the dollar amount of adjustment will be determined by multiplying the increase or decrease of the current (current estimate month) index from the base index by the number of gallons of fuel that are used in the production of the HMA during the period covered by the monthly estimate. The number of gallons of fuel required for the production of the HMA shall be 2.0 gallons per ton (7.6 L per metric ton) of HMA produced during the estimate period. The base index will be the value of the index for the month in which the project is let.

After the expiration of contract time (plus approved time extensions) two calculations of a potential price adjustment will be made. The first calculation will be made using the current index and the base index. The second calculation will be made using the index during the month that contract time (plus approved time extensions) expired and the base index. The amount of the price adjustment for the current estimate period will be the smallest amount of an increase in compensation if both calculations are an increase in compensation. The amount of the price adjustment will be the largest amount of a decrease in compensation if both calculations are a decrease in compensation. The amount of the price adjustment will be the decrease in compensation if one of the calculations is an increase in compensation and the other calculation is a decrease in compensation.

Changes in compensation will be made for the number of tons (metric tons) of HMA placed and paid for in accordance with the requirements given in the following Sections:

- Section 327, Plant Mix Bituminous Base;
- Section 404, Paver-Laid Surface Treatment;
- Section 420, Polymer Modified Open Graded Friction Course;
- Section 423, Stone Matrix Asphalt;
- Section 424, Superpave Bituminous Concrete Base, Binder, and Wearing Surface Layers;

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SUCCESSFUL BIDDER
DATED**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the **City of Mountain Brook, Alabama** (“the City”) and _____ (“the Contractor”) dated _____ 2014.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions 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 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.
 - 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 therefore.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an 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.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
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 therefore.
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 at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier

Project Coordinator: Jacky McClendon 205 802-3875

than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges 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. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement 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, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this _____ day of _____, 2014.

_____, Inc.

City of Mountain Brook, Alabama

By: _____

By: _____

Its: _____

Its: _____

NOTICE

To: CONTRACTORS AND GRANTEES
FROM: THE CITY OF MOUNTAIN BROOK
ATTN: STEVEN BOONE

P. O. BOX 130009, MOUNTAIN BROOK, ALABAMA 35213-02009

RE: H.B. 56 -ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to alert you to the Alabama Immigration Law Compliance flow-down requirements that became effective on January 1, 2012. Those are discussed herein and can be summarized as follows:

1. PROVIDE The City of Mountain Brook ("the City") documentation supporting your compliance with the immigration law by timely submitting a notarized *Affidavit of Alabama Immigration Compliance by a Business Entity/Employer/Contractor to a Political Subdivision of the State of Alabama* and an E-Verify Memorandum of Understanding;
2. PROVIDE the City a signed *Alabama Immigration Law Compliance Contract in the attached Notice* form provided;
3. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Alabama Immigration Compliance by a Subcontractor*.

The requirements above, imposed by HB 56, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."¹ As a Contractor² or a Grantee, if you believe these obligations do not apply to you, please notify the City immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA. Please complete,

notarize, and return a copy to The City of Mountain Brook along with your attached E-VERIFY MEMORANDUM OF UNDERSTANDING. See ALA. CODE § 31-13-9 (c).

You are also required to obtain from your subcontractors a notarized AFFIDAVIT OF IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR. A careful review of the broad definition below of the term "Contractor" in the Act will assist you in deciding to whom to provide notice.

If you contract with more than one local government, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting governmental entities. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement.

Finally, you will find a NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA ("ALABAMA IMMIGRATION COMPLIANCE CONTRACT") for execution by

contractors and to be returned to the City of Mountain Brook. To the extent that there is no formal written contract between a contractor and the City (e.g., where business is conducted by purchase order), this document shall serve as your Alabama Immigration Compliance Contract. Similar language shall also be included in all future contracts and agreements executed with the City of Mountain Brook.

¹ ALA. CODE § 31-13-9 (a) and (b). See <http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535>. The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as § 32-6-9 (the "Act").

² A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §§ 32-13-3 (3).

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity)

City of Mountain Brook, Alabama

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;

CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business

entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. **(ATTACH A COPY OF YOUR ORGANIZATION'S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE**

BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant (an Officer or Owner of Contractor)

E-Verify User Identification Number

Sworn to and subscribed before me this _____ day of _____, 2_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

[Seal]

NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA (“ALABAMA IMMIGRATION COMPLIANCE CONTRACT”)

As a Contractor, as defined in the Act, to THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City"), it is critical to your relationship (future or continuing) with the City that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the City immediately. Effective January 1, 2012, every contract entered into by the City a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement 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, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

To the extent that there is no formal written contract between the City and the Contractor (e.g., where business is conducted by purchase order), this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

Please execute and return to THE CITY OF MOUNTAIN BROOK, ALABAMA within the next 10 days.

Incorporated
into contract
addendum.

Project Coordinator: Jacky McClendon 205 802-3875

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
SUBCONTRACTOR TO A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

(To be completed as a condition for the award of any [sub]contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity. TO BE RETURNED TO THE CONTRACTOR OR GRANTEE OF THE CITY OF MOUNTAIN BROOK, ALABAMA)

City of Mountain Brook, Alabama

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;

CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any [sub]contract, [sub]grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/[sub]contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH A COPY OF YOUR ORGANIZATION’S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE

BUSINESS ENTITY/EMPLOYER/[SUB]CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant (an Officer or Owner of [Sub]Contractor)

E-Verify User Identification Number

Sworn to and subscribed before me this _____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

[Seal]

CONTRACT

This contract is entered into, as of the _____ day of _____, 2014, by City of Mountain Brook, an Alabama municipal corporation, ("City") whose address is 56 Church Street, Mountain Brook, Alabama 35213 and XXXXXXXXXXXX, Inc. XXXXXXXX, Alabama 3XXXX.

City and Contractor agree as follows:

1. Description of Work. The work to be done under this contract shall consist of paving of streets in various locations within the City of Mountain Brook in accordance with the Contract Documents. The Contract Documents are as follows:
 - a) Contract
 - b) Notice to Contractors
 - c) Street Paving List for Project M104-2014
 - d) Proposal
 - e) Performance Bond
 - f) Labor and Materials Bond
 - g) Special Conditions
 - h) General Conditions
 - i) Detailed Specifications
 - j) ALDOT's Specifications
 - k) Addendum to Agreement

2. Term. This contract shall remain in effect for a period of three (3) years from the date of this contract, as provided above, and shall be subject to cancellation as provided hereinafter.

3. Commencement Date. The date of commencement of the Work shall be within three weeks of Contractor's receipt from City of a written or verbal notice to commence the Work. The time for completion shall be measured from the date upon which the Work is commenced, but not later than forty-eight (48) hours after Contractor's receipt of such notice.

4. Completion Date. The Work shall be completed within a reasonable time, based upon the circumstances of the Project, but in no event later than 45 days from the Commencement Date ("Completion Date"). If Contractor is unable to complete the Work by the Completion Date because of matters beyond its control, including strikes, shortages of material and governmental preemption in connection with a national emergency, the time for completion of the Work shall be extended by the length of time equal to the duration of any such matters.

5. Contract Sum. The City shall pay Contractor the sum of \$XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX ("Contract Sum").

Project Coordinator: Jacky McClendon 205 802-3875

6. Payments to Contractor. Payments shall be made to Contractor within thirty (30) days after the satisfactory completion of the Work in accordance with this Contract and upon receipt by the City of invoices requesting such payment.

7. Change Orders and Amendment of the Contract. This contract may not be amended, nor may the Work or the scope of the Work be changed, except in accordance with the terms of a written change order signed by City and Contractor. No change order shall cause a modification in the Contract Sum or the time for the completion of the Work unless the change order specifically provides for such modification.

8. Insurance. During the term of this contract, Contractor shall maintain in effect the following Insurance, in at least the following amounts:

<u>Insurance</u>	<u>Amount</u>
Worker's Compensation	Statutory Amounts
General liability	\$1,000,000
Auto liability	\$1,000,000

Contractor shall furnish City certificates of insurance showing that such insurance is in full force and effect and that such insurance may not be cancelled without at least thirty (30) days prior written notice to City.

9. Miscellaneous:

a. Contractor shall obtain and pay for all necessary licenses, permits and fees required to perform the services and Work which Contractor is obligated to perform under this contract.

b. If Contractor does not perform the Work in a satisfactory manner, or in the event of any other default by Contractor under this contract, City may terminate this contract and/or may have the Work completed by another contractor or contractors during the entire, unexpired term of this Contract, in which event Contractor shall be responsible for the difference, if any, between the Contract Sum provided for in this contract and the total amount paid for the cost of the Work, including all sums paid to Contractor. No failure on the part of the City to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

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

d. Contractor represents to City that Contractor is generally familiar with the types or sites where the Work is to be performed.

e. Contractor shall be responsible for taking all precautions required for the safe performance and the protection of the Work.

In witness whereof, City of Mountain Brook has caused this contract to be executed by its duly authorized Mayor and Contractor has caused this contract to be executed by its duly authorized corporate officer, on the dates set forth beneath their respective signatures, but to be effective as of the date stated on the first page of this contract.

Project Coordinator: Jacky McClendon 205 802-3875

ATTEST:

CITY OF MOUNTAIN BROOK

Its City Clerk

By: _____
Lawrence T. Oden, Mayor

Date: XXXXXXXX, 2014

ATTEST:

XXXXXXXXXXXXXXXXXXXX, INC.

Its _____
(Title)

By: _____

(Type or print name)

Its _____
(Title)

Date: _____

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 1.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	City of Mountain Brook P. O. Box 130009 Mountain Brook, AL 35213-0009
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Social security number
_ _ - _ - _ _
OR
Employer identification number
_ _ - _ - _ _

Notes: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 615, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (25% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

NOTICE TO CONTRACTORS

(Advertisement)

Sealed proposals will be received by City of Mountain Brook at the City Hall, 56 Church Street Mountain Brook, AL 35213 until 2:00 P.M. on, May 7, 2014 and then publicly opened and read, for the construction of street improvements within the City of Mountain Brook as specified in the attached contract documents.

PROJECT NO. MI04-2014 Street Resurfacing Project

STREET IMPROVEMENTS:

The work consists of the milling and the resurfacing of streets and will require as a total of the combined project the performance of items and quantities of work for each year of the project approximately as follows: asphalt milling, 7,400 tons; adjusting manholes, 10; bituminous trackless tack coat, 6,000 gals.; baby binder or leveling course, 25 tons; slag seal wearing course, 7,000 tons. Approximate total quantities for 2015 and 2016 should be comparable to the 2014 quantity totals.

ALL MILLING AND OVERLAY APPROXIMATELY 1.5 INCHES OF VIRGIN MIX SLAG SEAL.

THIS RESURFACING PROGRAM IS FOR A 3 (THREE) YEAR PERIOD.

Specifications and other construction contract documents are on file and open for inspection in the office of the Purchasing Agent, City Hall of Mountain Brook, Alabama.

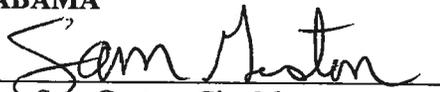
EACH BIDDER MUST BE LICENSED AS A CONTRACTOR UNDER ALABAMA STATE LAW. STATE OF ALABAMA LICENSE NUMBER MUST BE ON OUTSIDE OF BID ENVELOPE.

Successful Bidders will be required to furnish a performance bond and labor and materials bond; and to advertise completion of the contract in accordance with Alabama State Law.

The City of Mountain Brook reserves the right to reject any or all bid proposals and to waive all formalities.

CITY OF MOUNTAIN BROOK, ALABAMA

BY: _____


Sam Gaston, City Manager

ATTEST:



Steve Boone, City Clerk

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 8
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

DUNN CONSTRUCTION CO INC

BIRMINGHAM, AL 35202

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **September 30, 2014** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of **September, 2013**

SECRETARY-TREASURER

A handwritten signature in black ink, appearing to read "Alex Whaley".

A handwritten signature in black ink, appearing to read "Wayne".

CHAIRMAN

94797

Council Memo - May 12, 2014

The Manning - Rezoning from Res-C to Res-D

Petition Summary

Request to rezone eight (8) lots, containing 80,634 square feet from Residence-C to Residence-D for a fourteen (14) unit condominium development (The Manning).

The request also involves a petition to vacate the alleys to the south and east of the subject property (*petition to vacate alleys will be heard by the council on May 27, 2014*).

Subject Property and Surrounding Land Uses

The subject property contains eight (8) single family dwellings. To the north, across Cahaba Road, is the Residential Infill District containing the Botanical Place development. To the northwest and west are single family dwellings. To the south is the Birmingham Zoo and to the east, across Cahaba Road, is the Birmingham Botanical Gardens.

Residence-D Development Standards

The proposed development meets the Res-D development standards for Section 129-93 (Duplexes and Apartments); in this case, condominium stacked flats. The required front, side and rear setbacks are 35, 25 and 20 feet, respectively. The height limit is 45 feet; proposed is 33 feet at the front elevation and 44 feet at the rear elevation. It should be noted that the height of the front building elevation is only 24 feet above the grade of Cahaba Road to the north of the subject site. The maximum story limit is three (3) stories. The minimum required on-site parking is two (2) spaces per unit (or twenty-eight). The proposed development will have thirty-two (32) enclosed spaces, allocated at three (3) for each of the four (4) three/four-bedroom units, and two (2) for each of the remaining ten (10) units. Eleven (11) surface parking spaces for guests are proposed.

Density and Petition to Vacate Alley

The maximum density for the Res-D District is one unit per 6,000 square feet, which in the case of the subject eight (8) lot acreage would be 13.43 units (80,634 sf/ 6,000). In order to build the proposed fourteen (14) units the site would need to contain 84,000 sf; hence the proposed petition to vacate the alleys to the south and east of the subject property. If the alleys are ultimately vacated then the 5,400 square feet of alleyway will be zoned Res-D and will be added to the development acreage, resulting in a parcel size that would support the fourteen (14) units proposed (86,034 sf).

These alleys are depicted on the attached Exhibit "A" in the petition to vacate. No person or entity will be affected by the vacation of the alleys, as they serve only the subject eight (8) lots. A 10-foot wide dedicated utility easement is proposed in place of the vacated alley.

Resurvey Required

If the proposed rezoning and petition to vacate the alleys is approved by the council, then the eight (8) lots would have to be resurveyed into one (1) lot, and said case would be reviewed by the Planning Commission at that time.

Planning Commission Recommendation on Rezoning

On April 7, 2014, the Planning Commission recommended approval of the rezoning, as proposed, and of the petition to vacate the alleys. Many residents of the neighborhood were in attendance and were in support of the rezoning and the project. No one spoke in opposition.

Affected Regulation

Article VII, Residence D District; Section 129-93, Area and Dimensional Requirements

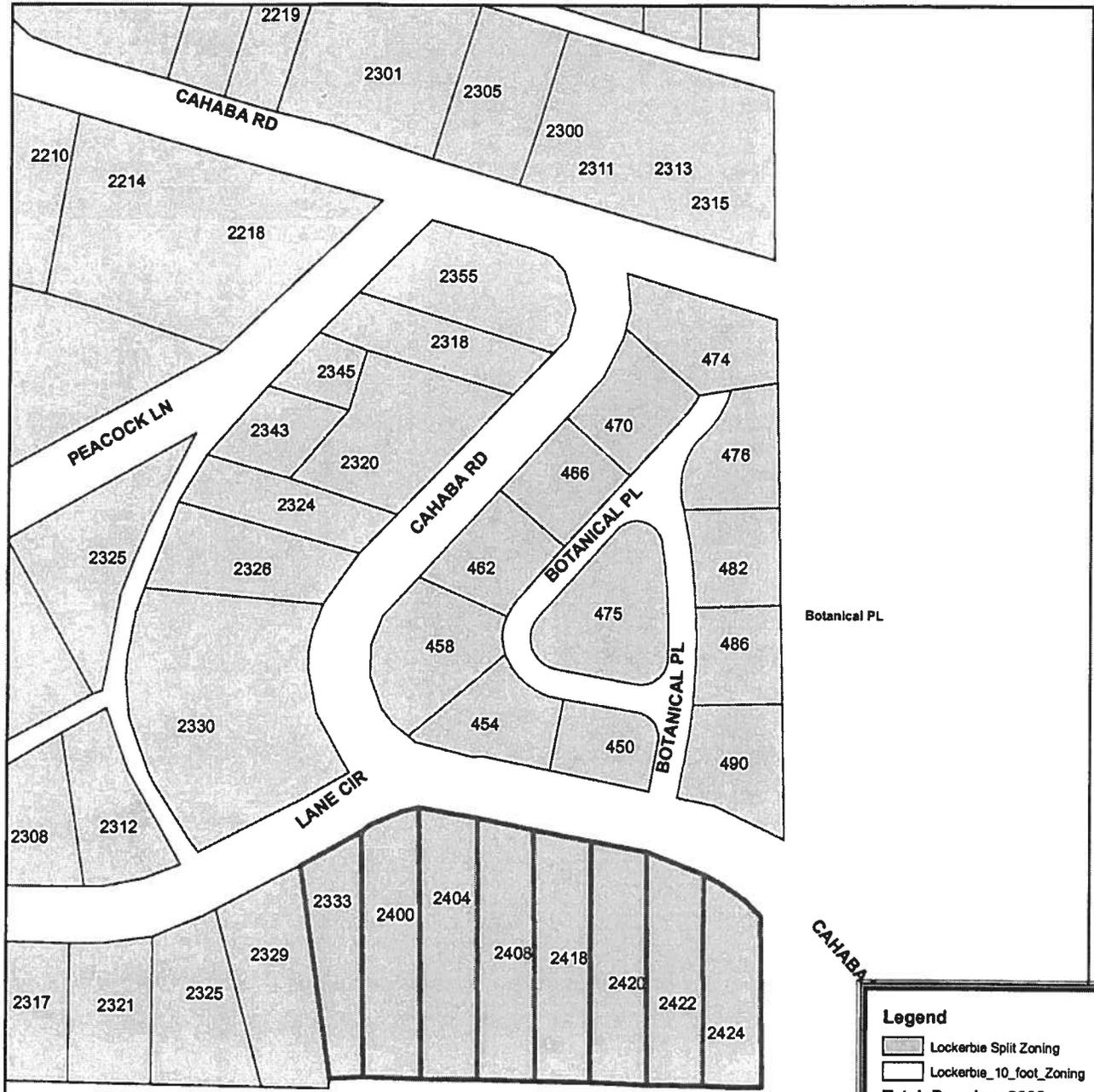
Article XXV, Amendments

Appends

LOCATION: 2400, 2404, 2408, 2418, 2420, 2422 & 2424 Cahaba Road
and 2333 Lane Circle

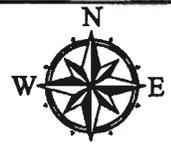
ZONING DISTRICT: Residence-C

OWNER: Margi and Charles Ray Ingram



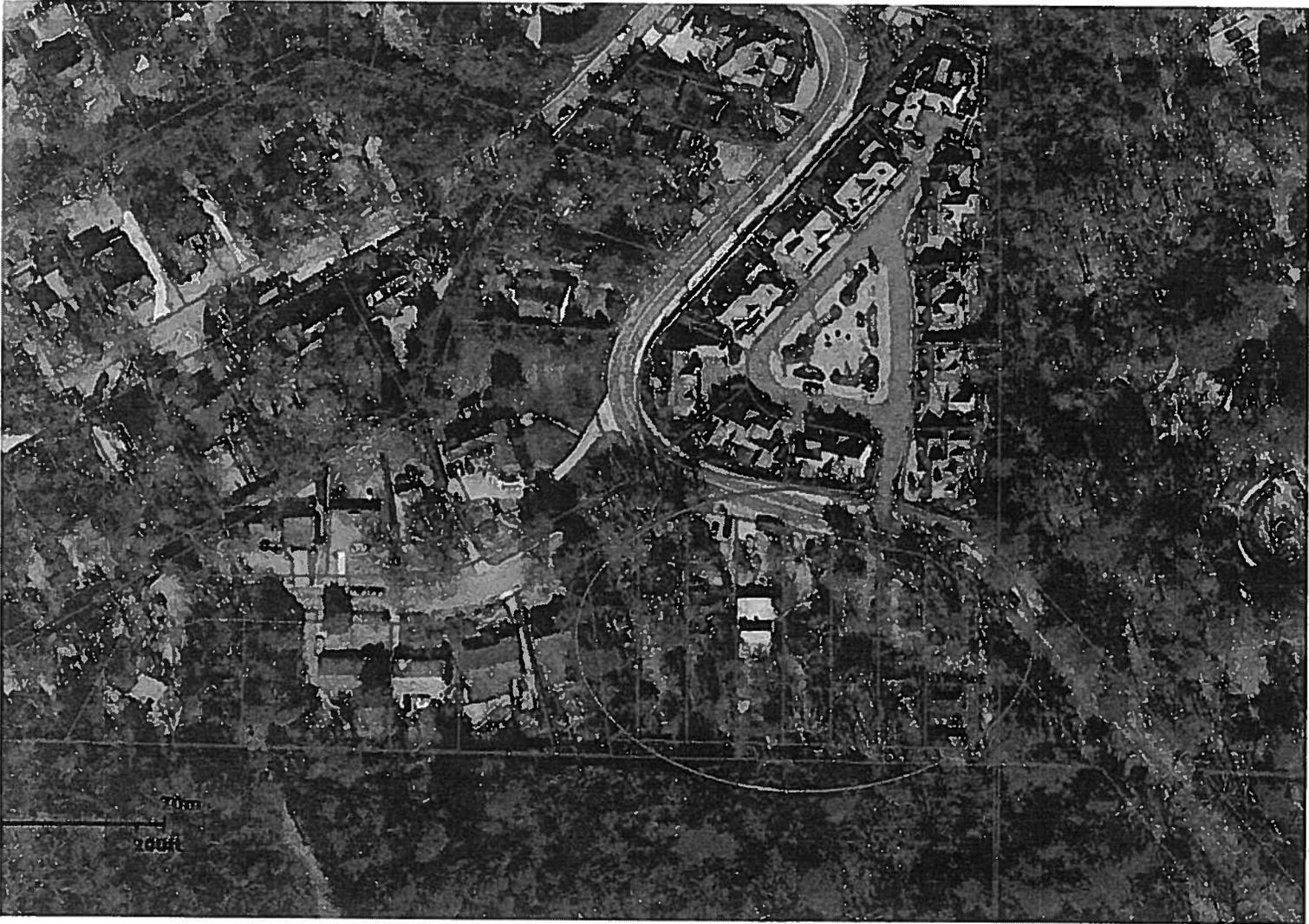
Botanical PL

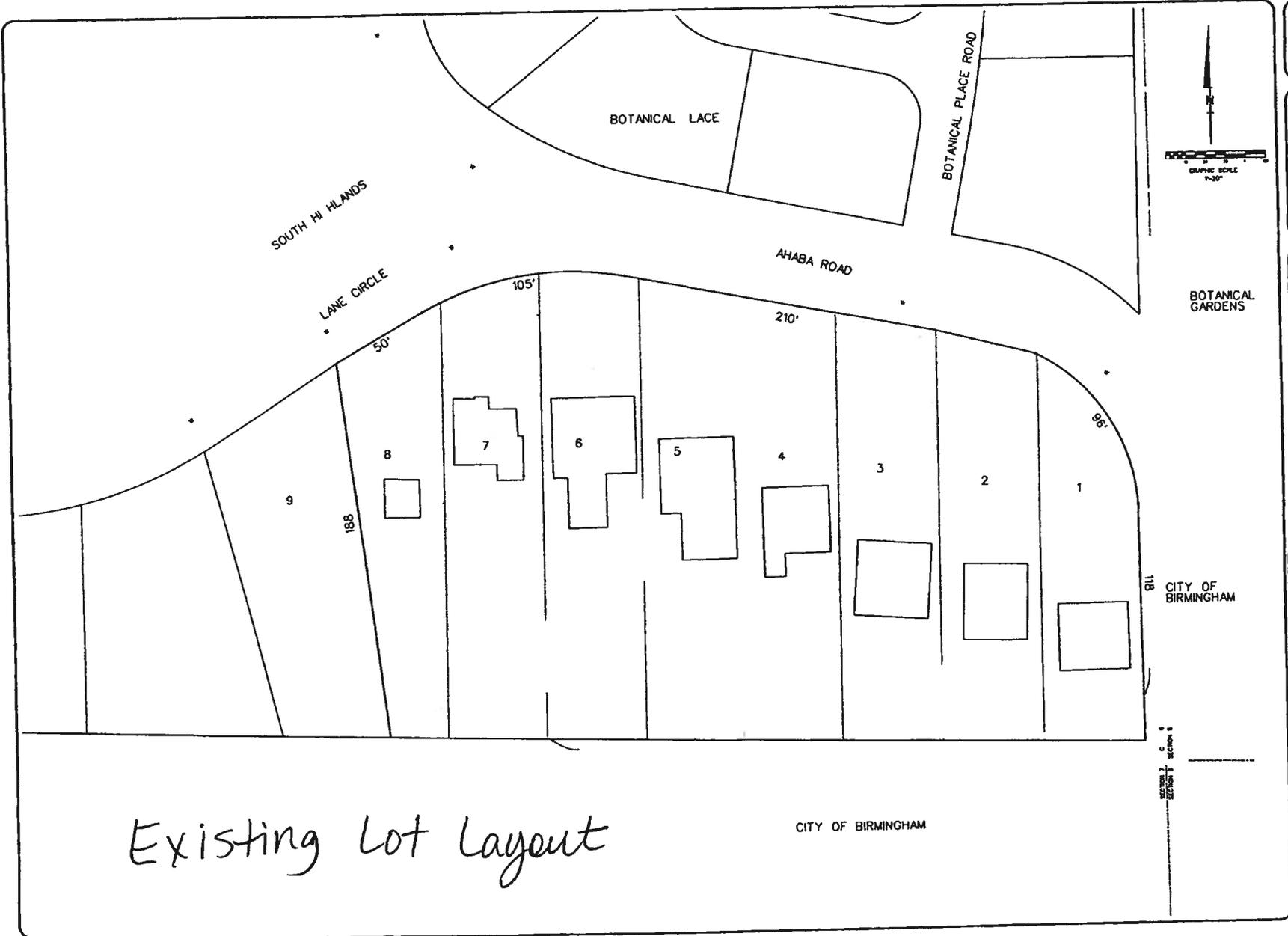
CAHABA



Legend

- Lockerbie Split Zoning
- Lockerbie 10_foot_Zoning
- Total_PropJune2006**
- Zoning**
- Clustered Residential
- Community Shopping
- Estate Residence District
- Local Business District
- MXD
- Office Park District
- Professional District
- PUD
- Residence A District
- Residence B District
- Residence C District
- Residence D District
- Residence E District
- Residence F District
- Recreation District
- RiD
- Rec-2





Existing Lot Layout

CITY OF BIRMINGHAM

811
CITY OF BIRMINGHAM

SECTION 7
SECTION 8

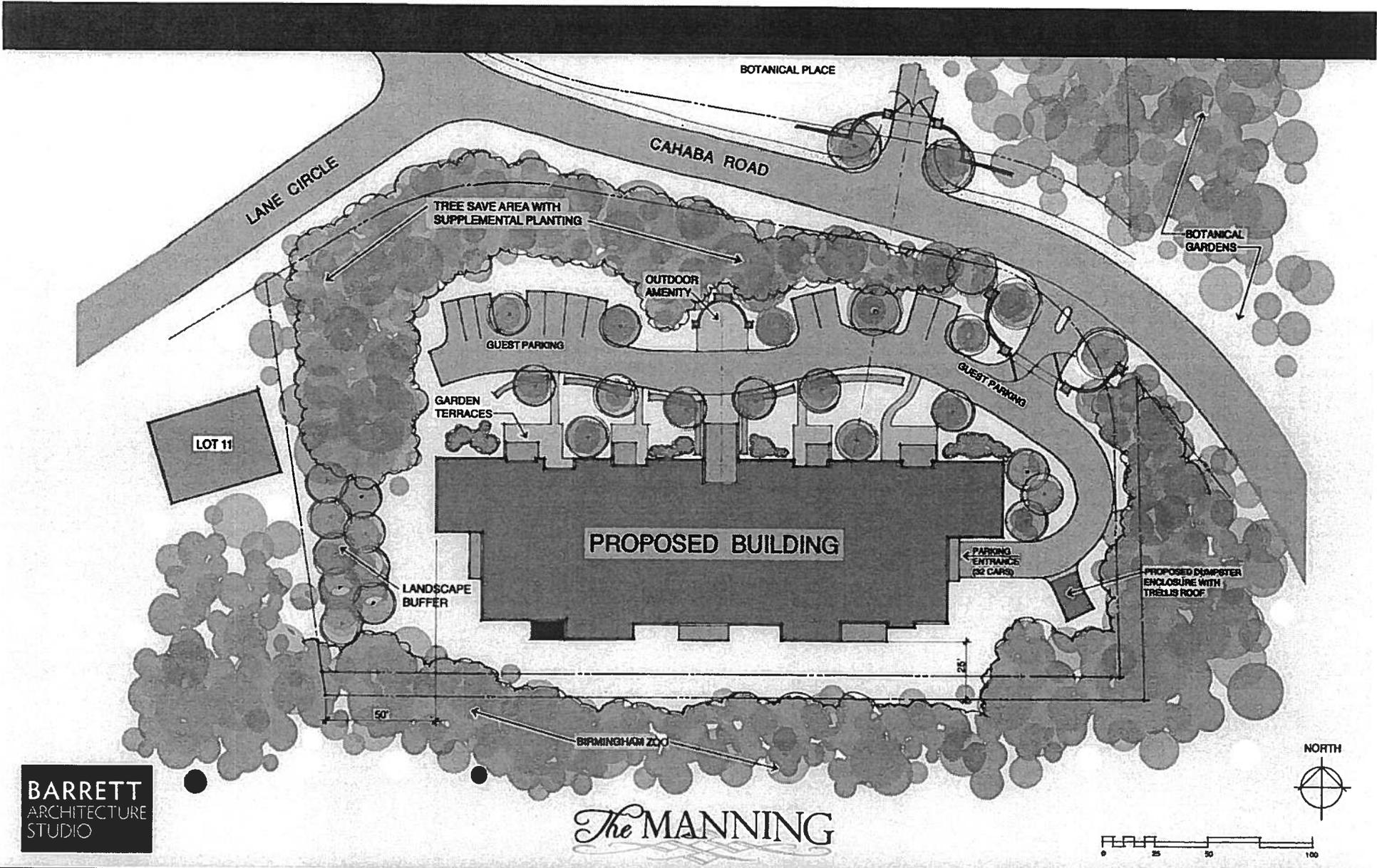


1906

WALTER SCHOEL ENGINEERING CO., INC.
CONSULTING ENGINEERS
 201 2ND STREET SOUTH
 BIRMINGHAM, ALABAMA 35205

DATE	SCALE	BY	FOR
1	AS SHOWN	WALTER SCHOEL	EXISTING CONDITIONS EXHIBIT
2	AS SHOWN	WALTER SCHOEL	THE MAPPING

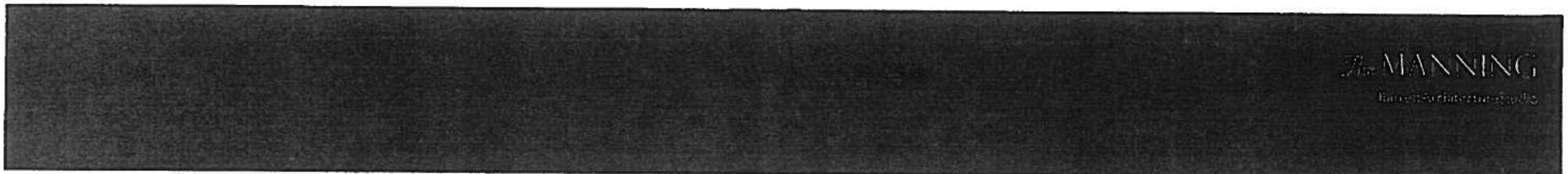
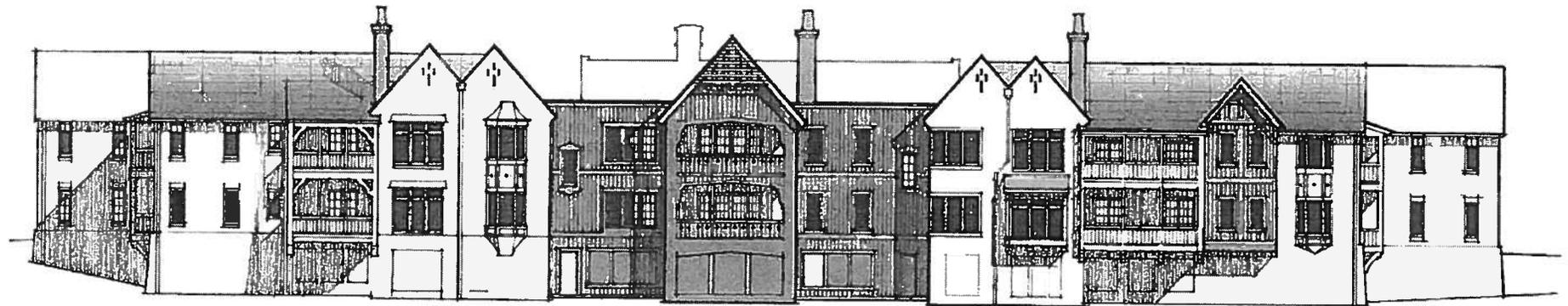
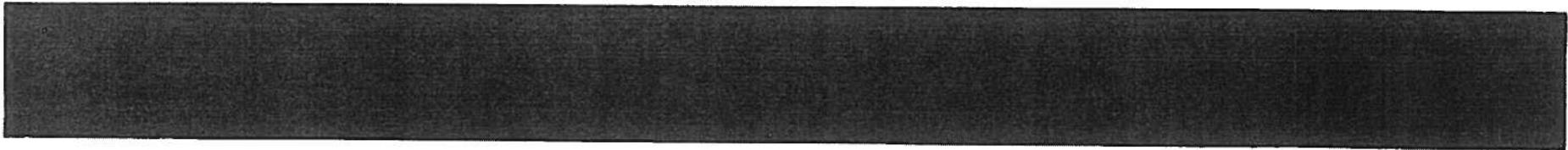
2400 CAHABA ROAD
BIRMINGHAM, ALABAMA



BARRETT
ARCHITECTURE
STUDIO

The MANNING





J. MANNING
Interior Architecture & Design

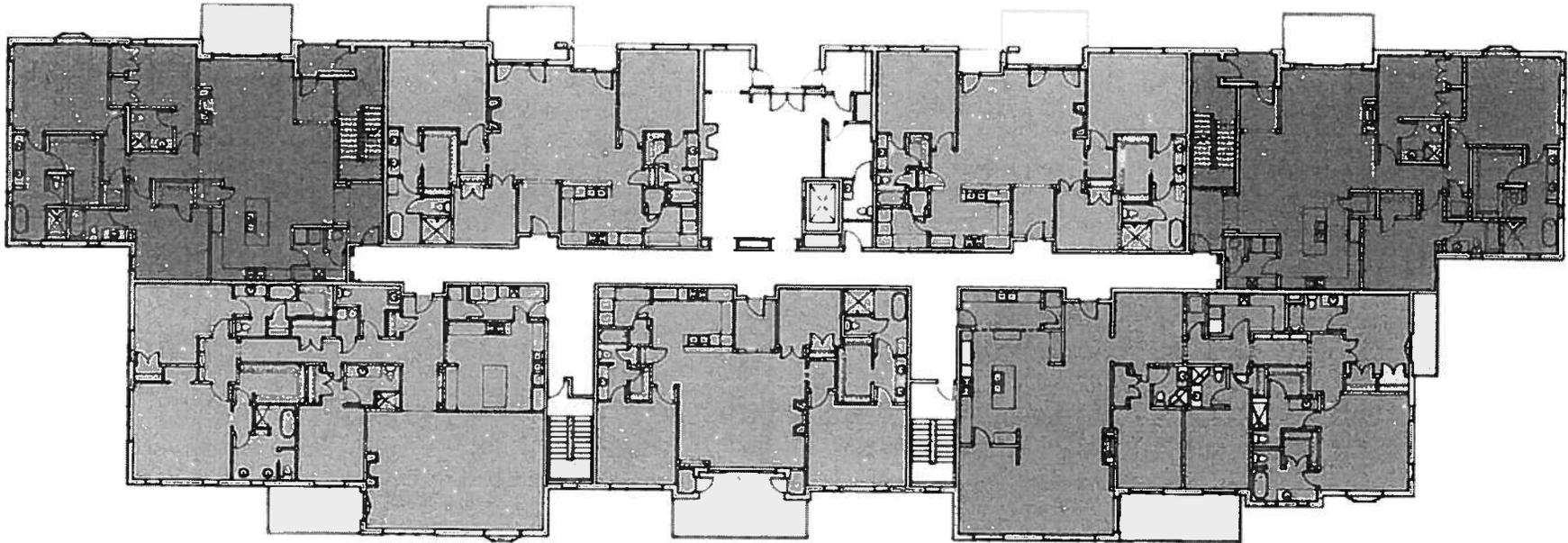
CAHABA ROAD

Boylston
UNITS 107, 207

Allston
UNITS 105, 205

Allston
UNITS 103, 203

Boylston
UNITS 101, 201



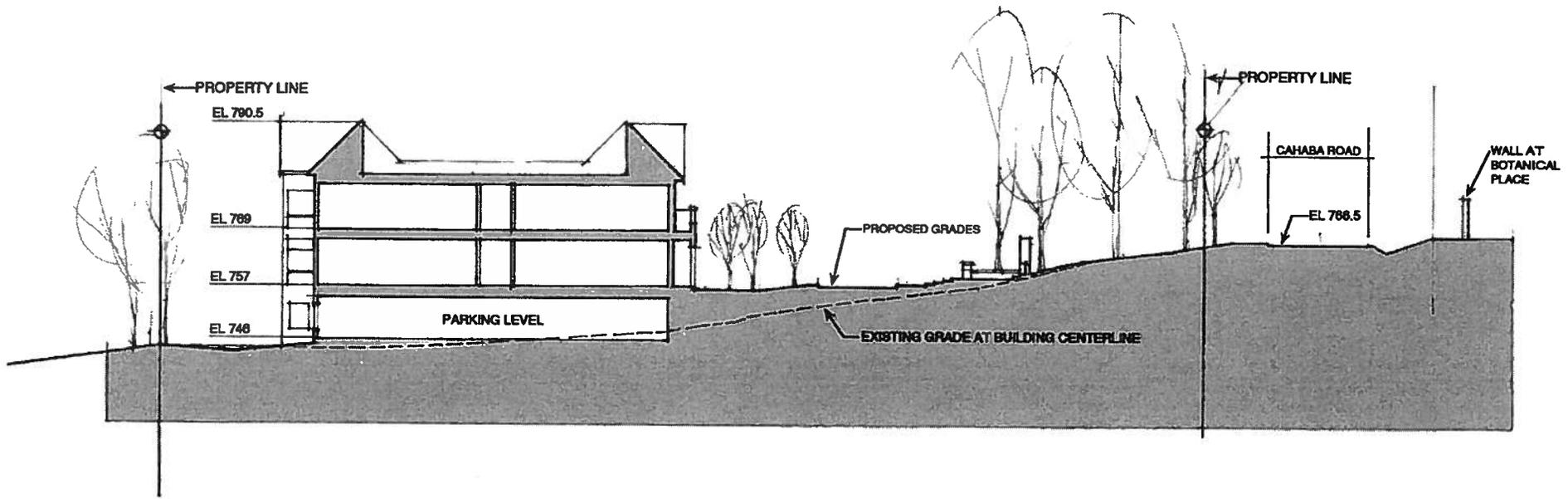
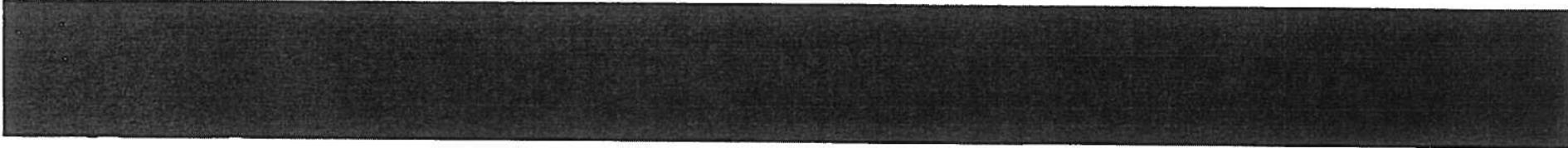
Copley
UNITS 106, 206

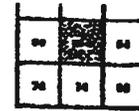
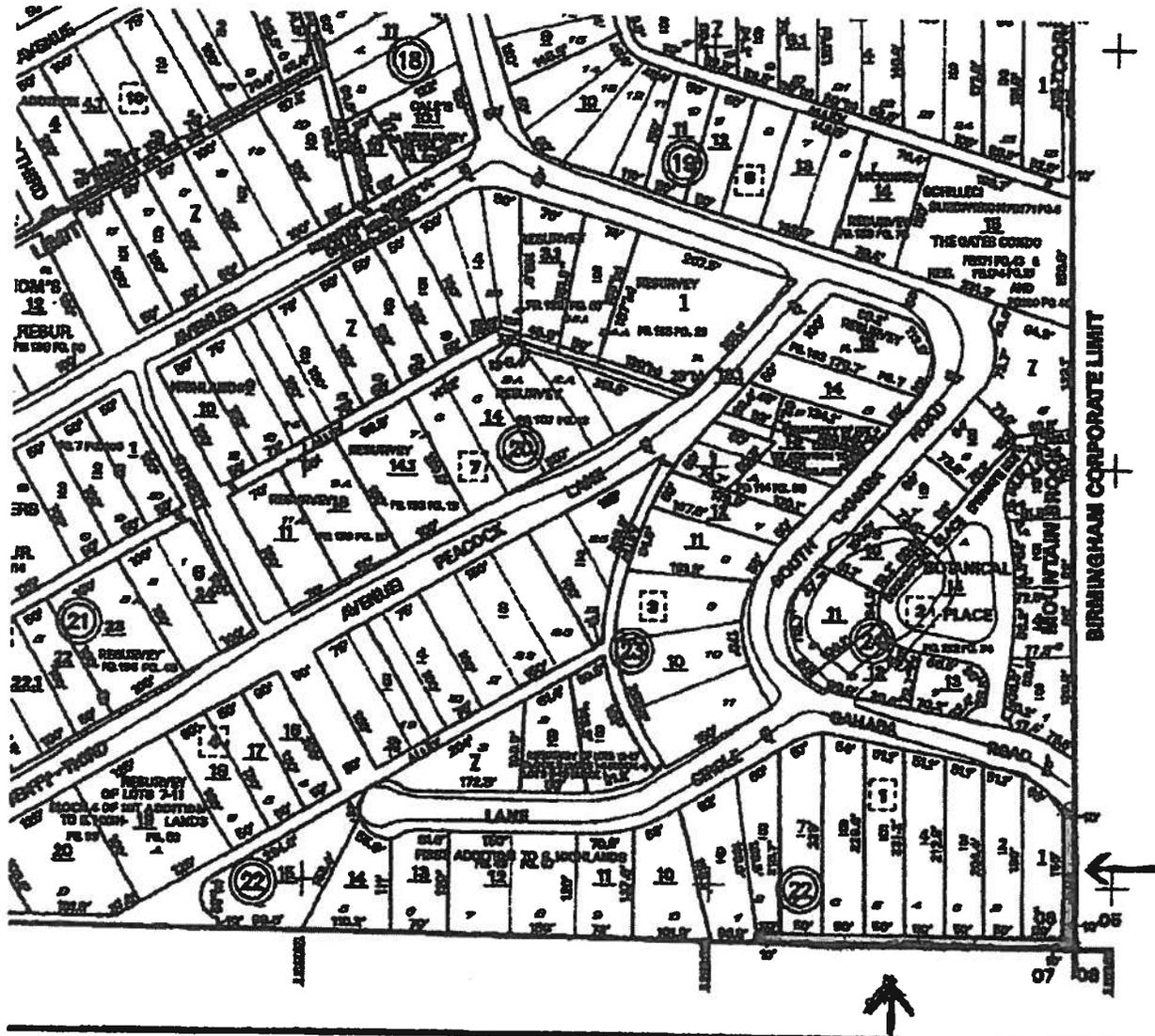
Allston
UNITS 104, 204

Dorchester
UNITS 102, 202



BIRMINGHAM ZOO





LEGEND

- | | | | |
|----------------------------|-------|------------------------|-------|
| EDGE LINE | ----- | AREA (FROM DEED) | 11 |
| COUNTY LINE | ----- | AREA (CALCULATED) | 10.1 |
| CITY LIMIT LINE | ----- | DIMENSION (FROM DEED) | |
| TOWNSHIP LINE | ----- | DIMENSION (SCALES) | |
| SECTION LINE | ----- | INTERSTATE HIGHWAY | |
| PROPERTY LINE | ----- | US. HIGHWAY | |
| ROAD R/W | ===== | STATE HIGHWAY | |
| ROAD TRAVEL | ===== | COUNTY HIGHWAY | |
| RIGHT OF WAY | ----- | OR HIGHWAY | |
| RAILROAD R/W | ===== | ROADS & STREETS BY | |
| WATER | ----- | PROJECT NUMBER | 18 11 |
| LAND HOOK | ----- | SUBDIVISION LOT NUMBER | |
| ORIGINAL SUR. | ----- | MAP BOOK NUMBER | |
| LOT LINE | ----- | (WHERE APPLICABLE) | |
| MAJOR TRANSMISSION | ----- | MAP BOOK LIMIT | |
| LINE | ----- | (WHERE APPLICABLE) | |
| CONFLICT | ----- | MAP BOOK TICK | |
| CHURCHES, SCHOOLS, | ----- | (WHERE APPLICABLE) | |
| CENTERS, AIRPORTS, BY NAME | ----- | SUBDIVISION EDGE M/L | |
| GOVT LAND, ETC. | ----- | (WHERE APPLICABLE) | |
| | ----- | SECTION CORNERS | |
| | ----- | SECTION COORDINATES | |

SECTION 22 14 08
T8P. 18 SOUTH, RANGE 2 WEST

01-28-04
MAP NUMBER

BIS- 2008

EXHIBIT A

(Alleys to be vacated, located to the South and East of Lots 1-8 in the South Highlands Subdivision, shown here as highlighted)

ORDINANCE NO. 1903

**AN ORDINANCE TO REZONE CERTAIN PARCELS OF LAND IN THE
CITY OF MOUNTAIN BROOK, ALABAMA
FROM RESIDENCE C DISTRICT TO RESIDENCE D DISTRICT**

WHEREAS, after due consideration, the City Council has determined that the zoning classification of the real estate owned by Margi Ingram and Charles Ray Ingram which is located along Cahaba Road, as more particularly described below, should be zoned Residence D District such property being presently zoned Residence C District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Chapter 129, Article VII of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning to Residence D District the following described real property said property currently zoned Residence C District:

LOTS 1-8 IN THE SOUTH HIGHLANDS SUBDIVISION ALONG WITH THE ADJACENT ALLEYS LOCATED TO THE SOUTH AND EAST OF SAID LOTS, AS PER MAP BOOK 7, PAGES 105 AND 106, AS RECORDED IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.

ADOPTED: This 12th day of May, 2014.

Council President

APPROVED: This 12th day of May, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 12, 2014, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 13, 2014, 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
The Invitation Place, 3150 Overton Road

City Clerk

Council Memo - May 12, 2014

Park Lane/Little Hardware - Rezoning from Res-C to Local Business

Petition Summary

Request to rezone a portion of the Park Lane property in English Village from Residence-C to Local Business.

Background

The subject lot (highlighted in yellow on attached survey) is owned by the same entity that owns the Park Lane banquet facility property and has historically been used for parking for Arman's and Park Lane. As may be seen on the attached zoning map and survey, there is a "paper" alley that separates the lot which contains the Park Lane building and the subject lot. This paper alley was most likely paved by the property owner and has historically been used as a part of the Arman's/Park Lane parking lot and ingress/egress from the Park Lane right-of-way to the south.

The survey also indicates a fence on the subject lot that essentially bisects the lot, running north-south just to the right of the proposed "red building outline" shown on the survey. The topography on the westerly side of the fence is relatively flat, and is utilized for Park Lane parking. The topography on the easterly side of the fence is sloping and is utilized as a vegetative buffer (per an agreement originating with the Arman's development, for the benefit of the residential property to the immediate east of the subject lot).

Analysis

The request for rezoning stems from a current lease proposal to relocate Little Hardware from Mountain Brook Village to the Park Lane building in English Village. The proposed hardware tenant will have a need for a detached dry-storage building, and that building is proposed on the subject Res-C lot. The proposed building is shown in red on the attached survey, site plan and elevation, but is indicated for illustrative purposes only (the actual size, location, setbacks and other development factors have yet to be formally proposed), and any approval of this rezoning request would not give implicit permission to construct the building indicated on the survey.

The purpose for the rezoning is to allow commercial use of "Parcel #2" on attached Exhibit Map, which is not permitted under the current Res-C zoning. As proposed, the portion of the subject lot which is to the east of the existing fence ("Parcel #1" on attached Exhibit Map) would be deed-restricted to remain as a vegetative buffer. See attached "Commitment to Restrict Usage of Lot 11;" these deed restrictions have been drafted in cooperation with the property owner to the immediate east of the subject lot and are subject to revision and approval by the City Attorney.

Planning Commission Recommendation on Rezoning

On May 5, 2014, the Planning Commission recommended approval of the rezoning. Many residents of the neighborhood were in attendance and were in support of the rezoning and the project. No one spoke in opposition to the project, but concerns were expressed about limiting the commercial vehicular use of Park Lane and not allowing a

third entrance to the proposed Little Hardware building from Park Lane. The Planning Commission's favorable recommendation to approve the rezoning included the following suggestions:

Applicant:

1. Modify deed restriction language as "covenants" that run with the land, rather than "deed restrictions." *(revisions in progress)*
2. Delete covenant reference to the unrestricted portion of Lot 11 remaining undeveloped unless developed in its entirety as a single family dwelling site. *(revisions in progress)*
3. Depict, in an exhibit attached to proposed deed restrictions, the areas referred to in the covenants as "restricted" and "unrestricted." *(attached)*

City Staff/Council:

1. Have Police Department forward any recommendations to the Council regarding circulation/delivery truck ingress egress to subject site. *(Police Department will make recommendations at hearing)*
2. City Attorney to review and approve covenant language. *(in progress)*

Subject Property and Surrounding Land Uses

The subject parcel is utilized partially for commercial parking and partially for a vegetative buffer. Properties to the north contain public parking lots and one single family dwelling. To the east and south are single family dwellings, and to the west is the Park Lane banquet facility.

Affected Regulation

Article V, Residence C District; Section 129-61, Permitted Uses

Article VII, Local Business District

Appends

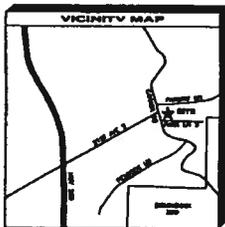
LOCATION: 2117 Cahaba Road

ZONING DISTRICT: Residence-C

OWNER: Mangina & Levio, LLC

AGENT: Mike Mouron

Survey



LEGEND

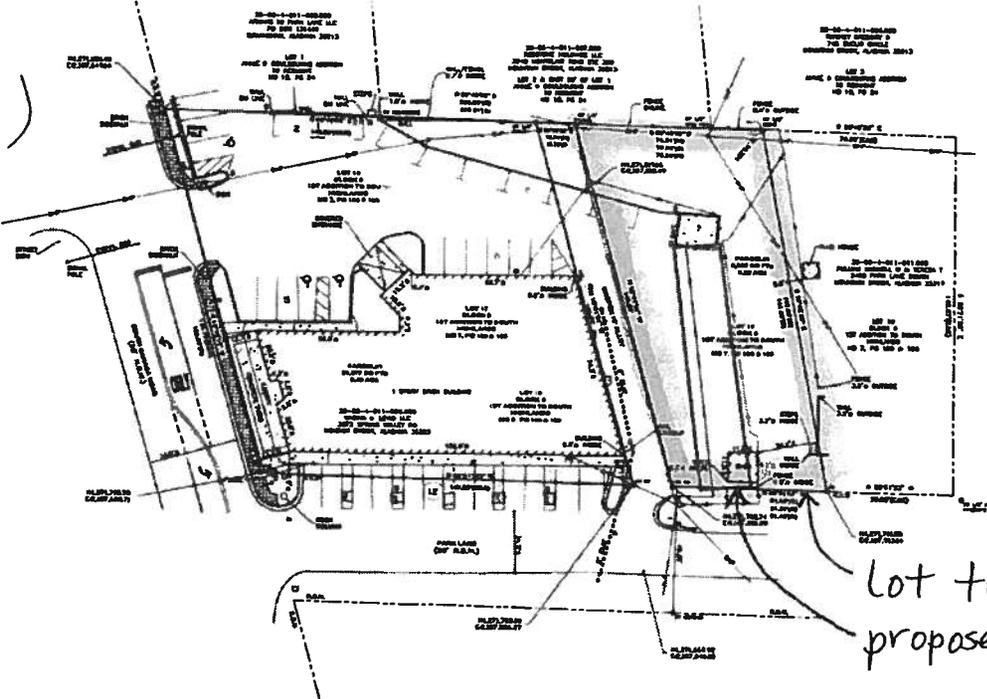
- 1/4" = 100' ROAD
- 1/4" = 100' RAILROAD
- 1/4" = 100' POWER LINE
- 1/4" = 100' WATER MAIN
- 1/4" = 100' SEWER MAIN
- 1/4" = 100' GAS MAIN
- 1/4" = 100' TELEPHONE LINE
- 1/4" = 100' FENCE
- 1/4" = 100' CURB
- 1/4" = 100' GUTTER
- 1/4" = 100' DRIVEWAY
- 1/4" = 100' SIDEWALK
- 1/4" = 100' DRIVE
- 1/4" = 100' ALLEY
- 1/4" = 100' LOT
- 1/4" = 100' TRACT
- 1/4" = 100' BLOCK
- 1/4" = 100' SECTION
- 1/4" = 100' TOWNSHIP
- 1/4" = 100' RANGE
- 1/4" = 100' COUNTY
- 1/4" = 100' STATE
- 1/4" = 100' FEDERAL

NOTES

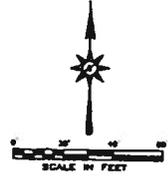
- All easements and rights of way of which the surveyor has knowledge are shown hereon unless any such easement is otherwise indicated and are shown to an otherwise indicated.
- All easements shown by Surveyor to be easements of record are shown hereon unless otherwise indicated. All easements shown by Surveyor to be easements of record are shown hereon unless otherwise indicated. All easements shown by Surveyor to be easements of record are shown hereon unless otherwise indicated.
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ABBREVIATIONS

AC	ACRES	BLK	BLOCK
ALY	ALLEY	CD	CITY
BLK	BLOCK	CT	COUNTY
BL	BUILDING	ENCL	ENCLOSURE
BLDG	BUILDING	EX	EXHIBIT
BLDG	BUILDING	EXH	EXHIBIT
BLDG	BUILDING	EXH	EXHIBIT



Lot to be rezoned proposed storage bldg



TITLE A SUMMARY

This survey was made to determine the boundaries of the lots shown hereon and to show the location of the easements and other interests therein. The survey was made in accordance with the provisions of the laws of the State of Florida, and the surveyor certifies that the same are true and correct to the best of his knowledge and belief.

TITLE A SURVEYED LEGAL DESCRIPTION

Lot 11, 12, 13, & 14, Block 8, South Highlands, City of Jacksonville, Duval County, Florida, as shown on the plat of Block 8, South Highlands, City of Jacksonville, Duval County, Florida, recorded in Public Record Book 12,345, Page 123, of the Public Records of Duval County, Florida.

BOUNDARY SURVEY

LOTS 11, 12, 13, & 14, BLOCK 8 SOUTH HIGHLANDS

CARSTONE REAL ESTATE INVESTMENTS

Survey No. 12345

City of Jacksonville, Duval County, Florida

Surveyed on 12/15/2023

Scale: 1" = 100'

Surveyor: [Signature]

1908

STATE OF FLORIDA
DUVAL COUNTY

I, Surveyor, certify that all parts of this survey and drawing have been prepared in accordance with the general requirements of the Statutes of Florida, and that the same are true and correct to the best of my knowledge, information and belief.

GONZALEZ
MICHAEL P. BOWEN
Surveyor Registered No. 25883

EXHIBIT MAP

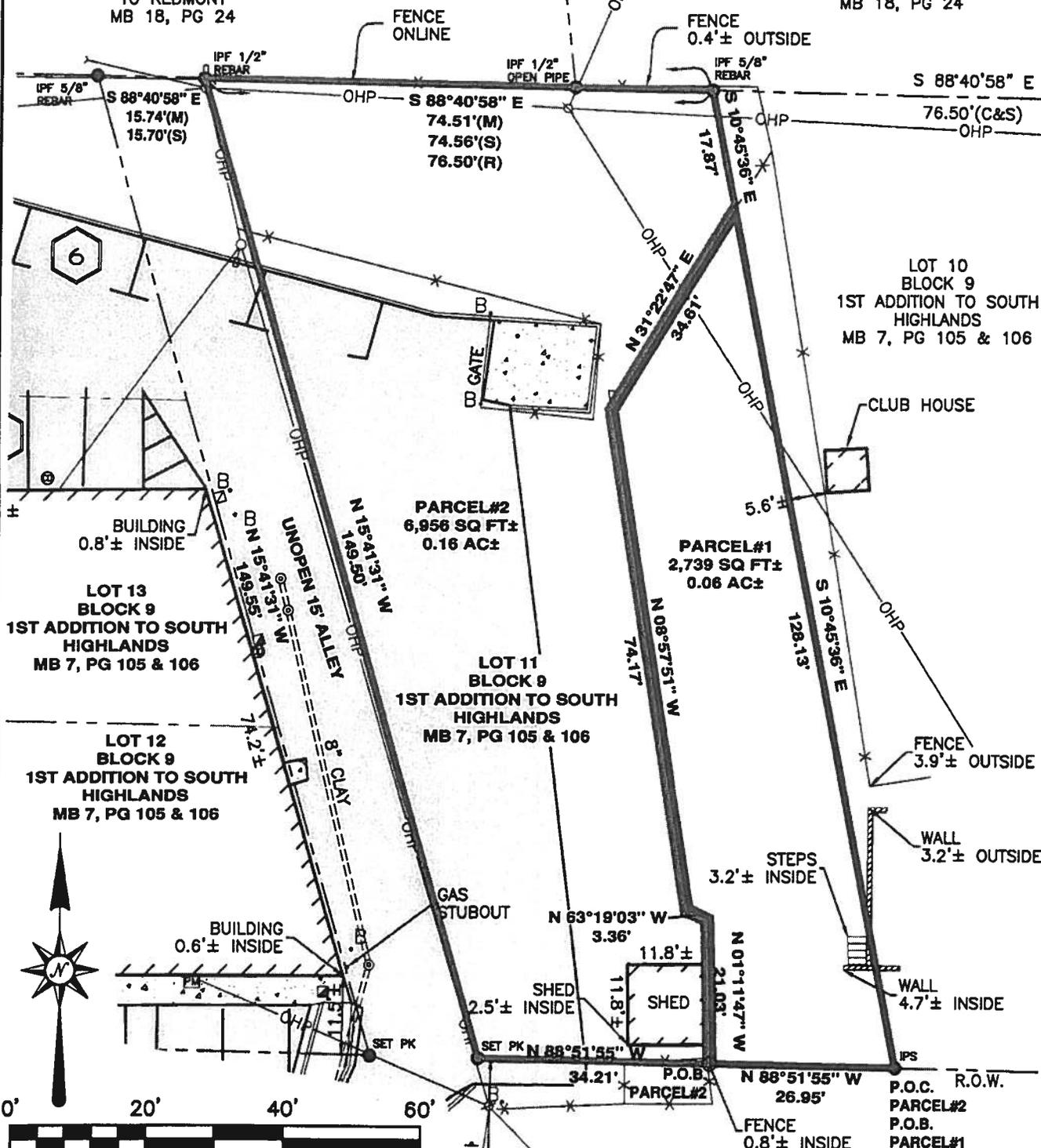
DRAWING: #27526

SE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 2 WEST
JEFFERSON COUNTY, ALABAMA

LOT 2 & EAST 50' OF LOT 1
ANNIE H COULBOURNS ADDITION
TO REDMONT
MB 18, PG 24

LOT 3
ANNIE H COULBOURNS ADDITION
TO REDMONT
MB 18, PG 24

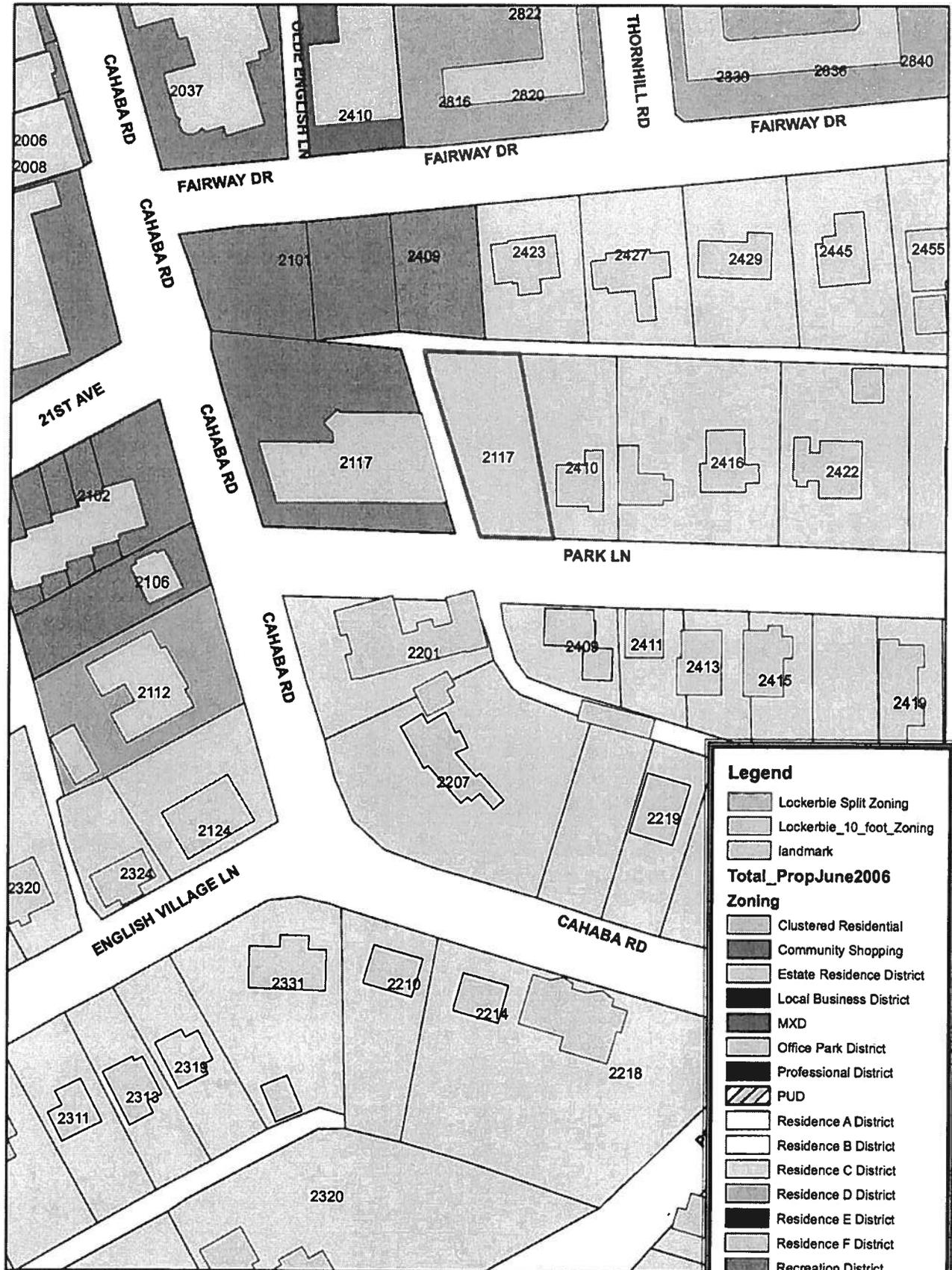
LOT 10
BLOCK 9
1ST ADDITION TO SOUTH
HIGHLANDS
MB 7, PG 105 & 106



ABBREVIATION	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

GONZALEZ - STRENGTH & ASSOCIATES, INC.
ENGINEERING, LAND PLANNING, & SURVEYING
2178 PARKWAY LAKE DRIVE
HOOVER, ALABAMA 35226
PHONE: (205) 942-2466
FAX: (205) 942-5033
www.Gonzalez-Strength.com

© Copyright 2002



Legend

- Lockerbie Split Zoning
- Lockerbie_10_foot_Zoning
- landmark
- Total_PropJune2006**
- Zoning**
- Clusted Residential
- Community Shopping
- Estate Residence District
- Local Business District
- MXD
- Office Park District
- Professional District
- PUD
- Residence A District
- Residence B District
- Residence C District
- Residence D District
- Residence E District
- Residence F District
- Recreation District
- RID
- Rec-2



1908



COMMITMENT TO RESTRICT USAGE OF:**LOT 11, BLOCK 9, 1ST ADDITION TO SOUTH HIGHLANDS, JEFFERSON COUNTY,
ALABAMA**

THIS COMMITMENT is made this ____ day of _____, 2014, by MICHAEL A. MOURON, 402 Office Park Drive, Suite 150, Birmingham, Jefferson County, Alabama 35223, (hereinafter referred to as the "Grantor", which includes the plural of the word where the context requires, and shall, unless the context clearly indicates otherwise, include the Grantor's heirs, administrators, legal representatives, devisees, successors, and assigns) and hereby imposes the following restrictions on that portion of the lot specified herein and as follows (hereinafter referred to as the "Restricted Portion"):

A parcel of land being part of Lot 11, Block 9, 1st Addition to South Highlands as recorded in Map Book 7, Pages 105 and 106 in the Office of the Judge of Probate of Jefferson County, Alabama and being situated in the Southeast one-quarter of the Southeast one-quarter of Section 6, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows: Beginning at a set 5/8 inch capped rebar stamped GSA CA-560LS marking the Southeast corner of said Lot 11 said point also lying on the Northerly right of way of Park Lane (50' R.O.W.); thence run North 88 degrees 51 minutes 55 seconds West along said Northerly right of way and along the South lot line of said Lot 11 for a distance of 26.95 feet; thence leaving said Northerly right of way and South lot line run North 01 degrees 11 minutes 47 seconds West for a distance of 21.03 feet; thence run North 63 degrees 19 minutes 03 seconds West for a distance of 3.36 feet; thence run North 08 degrees 57 minutes 51 seconds West for a distance of 74.17 feet; thence run North 31 degrees 22 minutes 47 seconds East for a distance of 34.61 feet to a point on the East lot line of said Lot 11 ; thence run South 10 degrees 45 minutes 36 seconds East along said East lot line for a distance of 128.13 feet to the POINT OF BEGINNING. Said parcel contains 2, 739 square feet, or 0.06 acres more or less.

Lot 11 less Restricted Portion is hereinafter referred to as the "Unrestricted Portion".

The following restrictions shall apply:

The Restricted Portion shall remain a natural buffer and open space area for the benefit of neighboring landowners, including, but not limited to, Maxwell H. and Teresa T. Pulliam, (the "Neighbors") their heirs, administrators, legal representatives, devisees, successors, and assigns, which Neighbors are the current owners of Lot 10, Block 9, 1st Addition to South Highlands as recorded in Map Book 7, Pages 105 and 106 in the Office of the Judge of Probate of Jefferson County, Alabama.

Removal of vegetation from the Restricted Portion is prohibited, except for the removal of dead, diseased, or invasive species. The Grantor shall not remove any tree, shrub, lawn or ornamental planting without first consulting with and reaching an agreement with the Neighbors. The Neighbors are granted express permission to enter and remain upon the Restricted Portion for the purpose of maintaining beds and plantings and for removing dead, diseased, or invasive species.

The Grantor shall not remove any existing wall or fence from the Restricted Portion without first consulting with and reaching an agreement with the Neighbors.

The Grantor agrees to maintain and keep in good repair at its expense the existing wooden privacy fences which currently exist on the Restricted Portion and which mark or form the Western and Northern boundaries of the Restricted Portion.

This commitment shall run with the land and shall be binding upon the Grantor, tenants and any subsequent owners and tenants, their successors, heirs or assigns. Any lease of the said specific parcel shall be subject to this restriction.

This commitment is made with the intent and understanding between Grantor and the Neighbors that the immediate future use of the building currently existing on Lot 12 and Lot 13, Block 9, 1st Addition to South Highlands as recorded in Map Book 7, Pages 105 and 106 in the Office of the Judge of Probate of Jefferson County, Alabama, is anticipated to be a hardware store and the Unrestricted Portion of Lot 11 shall serve the parking and dry-storage needs of the operation of

a hardware store, as permitted by Alabama law and the City of Mountain Brook Code, its zoning and land use regulations.

Should the building currently existing on said Lot 12 and Lot 13 cease to be used as a hardware store for whatever reason or on account of any cause, Grantor expressly agrees that the use of the Unrestricted Portion of said Lot 11 shall remain as parking and/or storage for the future owners or tenants of Lot 12 and Lot 13.

The Restricted Portion of Lot 11 will remain undeveloped unless and until the entirety of Lot 11 is developed as a single family home.

The above restrictions are intended to represent enforceable conditions under Alabama law and the City of Mountain Brook Code. These conditions are intended to be complied with in perpetuity.

If any portion of this Deed Restriction document is deemed unenforceable, the unenforceable portion shall not affect the validity or enforceability the remaining portions of this document.

IN ORDER FOR THIS COMMITMENT TO BE BINDING ON GRANTOR, GRANTOR MUST FIRST PURCHASE THE SUBJECT PARCEL.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of date _____, _____.

GRANTOR: _____

By: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

Parcel 1
Legal Description

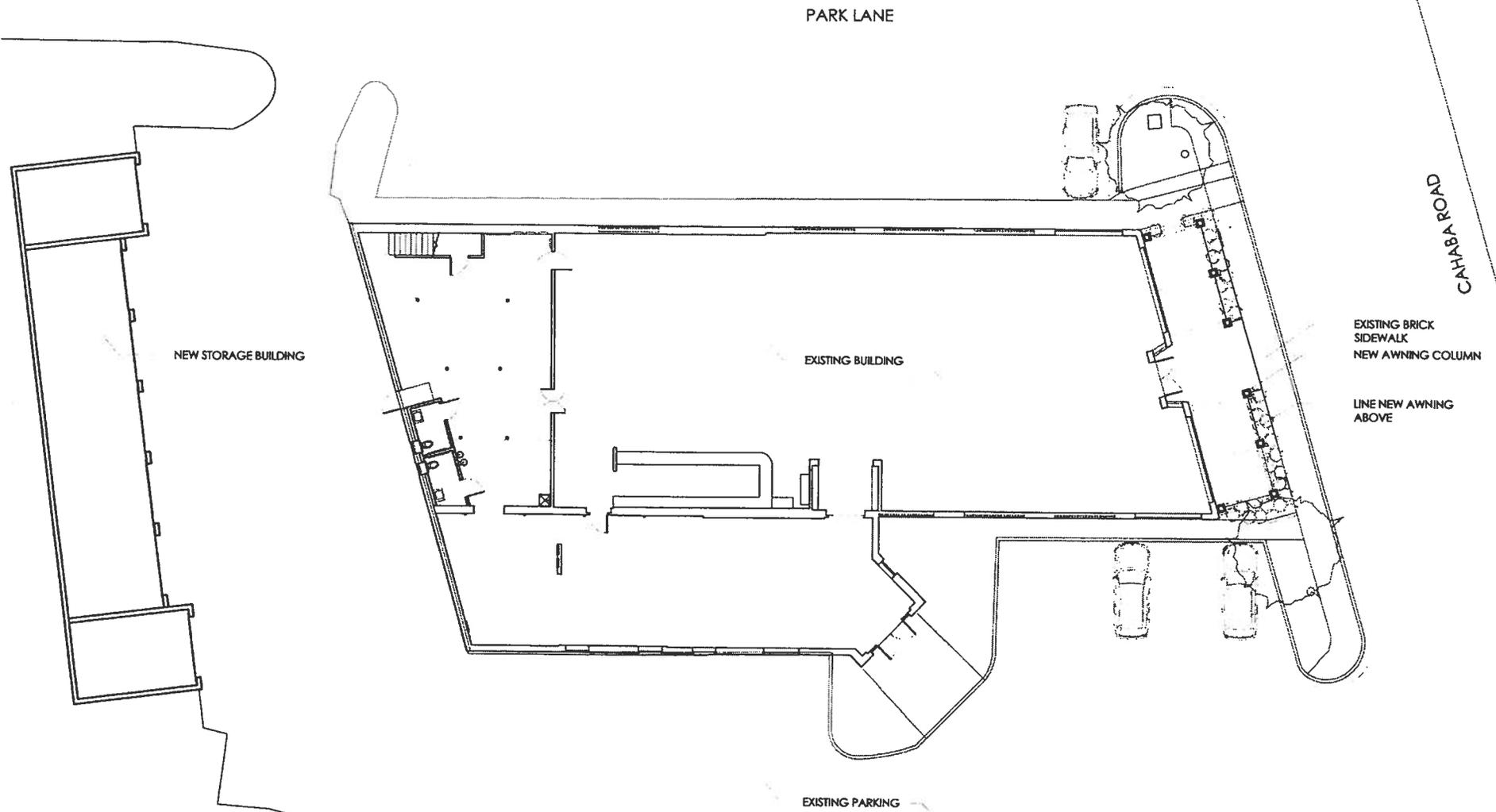
A parcel of land being part of Lot 11, Block 9, 1st Addition to South Highlands as recorded in Map Book 7, Pages 105 and 106 in the Office of the Judge of Probate of Jefferson County, Alabama and being situated in the Southeast one-quarter of the Southeast one-quarter of Section 6, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Beginning at a set 5/8 inch capped rebar stamped GSA CA-560LS marking the Southeast corner of said Lot 11 said point also lying on the Northerly right of way of Park Lane (50' R.O.W.); thence run North 88 degrees 51 minutes 55 seconds West along said Northerly right of way and along the South lot line of said Lot 11 for a distance of 26.95 feet; thence leaving said Northerly right of way and South lot line run North 01 degrees 11 minutes 47 seconds West for a distance of 21.03 feet; thence run North 63 degrees 19 minutes 03 seconds West for a distance of 3.36 feet; thence run North 08 degrees 57 minutes 51 seconds West for a distance of 74.17 feet; thence run North 31 degrees 22 minutes 47 seconds East for a distance of 34.61 feet to a point on the East lot line of said Lot 11; thence run South 10 degrees 45 minutes 36 seconds East along said East lot line for a distance of 128.13 feet to the POINT OF BEGINNING. Said parcel contains 2,739 square feet, or 0.06 acres more or less.

Parcel#2
Legal Description

A parcel of land being part of Lot 11, Block 9 1st Addition to South Highlands as recorded in Map Book 7, Pages 105 and 106 in the Office of the Judge of Probate of Jefferson County, Alabama and being situated in the Southeast one-quarter of the Southeast one-quarter of Section 6, Township 18 South, Range 2 West, Jefferson County, Alabama being more particularly described as follows:

Commencing at a set 5/8 inch capped rebar stamped GSA CA-560LS marking the Southeast corner of said Lot 11 said point also lying on the Northerly right of way of Park Lane (50' R.O.W.); thence run North 88 degrees 51 minutes 55 seconds West along said Northerly right of way and along the South lot line of said Lot 11 for a distance of 26.95 feet to the POINT OF BEGINNING of the parcel herein described; thence run North 88 degrees 51 minutes 55 seconds West along said Northerly right of way for a distance of 34.21 feet to a set nail marking the intersection of said Northerly right of way and the Easterly right of way of a 15 foot Alley said point also being the Southwest corner of said Lot 11; thence leaving said Northerly right of way run North 15 degrees 45 minutes 11 seconds West along said Easterly right of way and along the West lot line of said Lot 11 for a distance of 149.55 feet to a found 5/8 inch rebar marking the Northwest corner of said Lot 11; thence leaving said Easterly right of way run South 88 degrees 40 minutes 58 seconds East along the North lot line of said Lot 11 for a distance of 74.51 feet to a found 5/8 inch rebar marking the Northeast corner of said Lot 11; thence leaving said North line run South 10 degrees 45 minutes 36 seconds East along the East lot line of said Lot 11 for a distance of 17.87 feet; thence leaving said East line run South 31 degrees 22 minutes 47 seconds West for a distance of 34.61 feet; thence run South 08 degrees 57 minutes 51 seconds East for a distance of 74.17 feet; thence run South 63 degrees 19 minutes 03 seconds East for a distance of 3.36 feet; thence run South 01 degrees 11 minutes 47 seconds East for a distance of 21.03 feet to the POINT OF BEGINNING. Said parcel contains 6,956 square feet, or 0.16 acres more or less.



Preliminary Site Plan

Plan

2117 Cahaba Road, Mt. Brook, AL 35223
scale: 1/16" = 1'-0"
04-18-14



PETER PIRCHARD ARCHITECTS, INC.



Cahaba Elevation
- preliminary



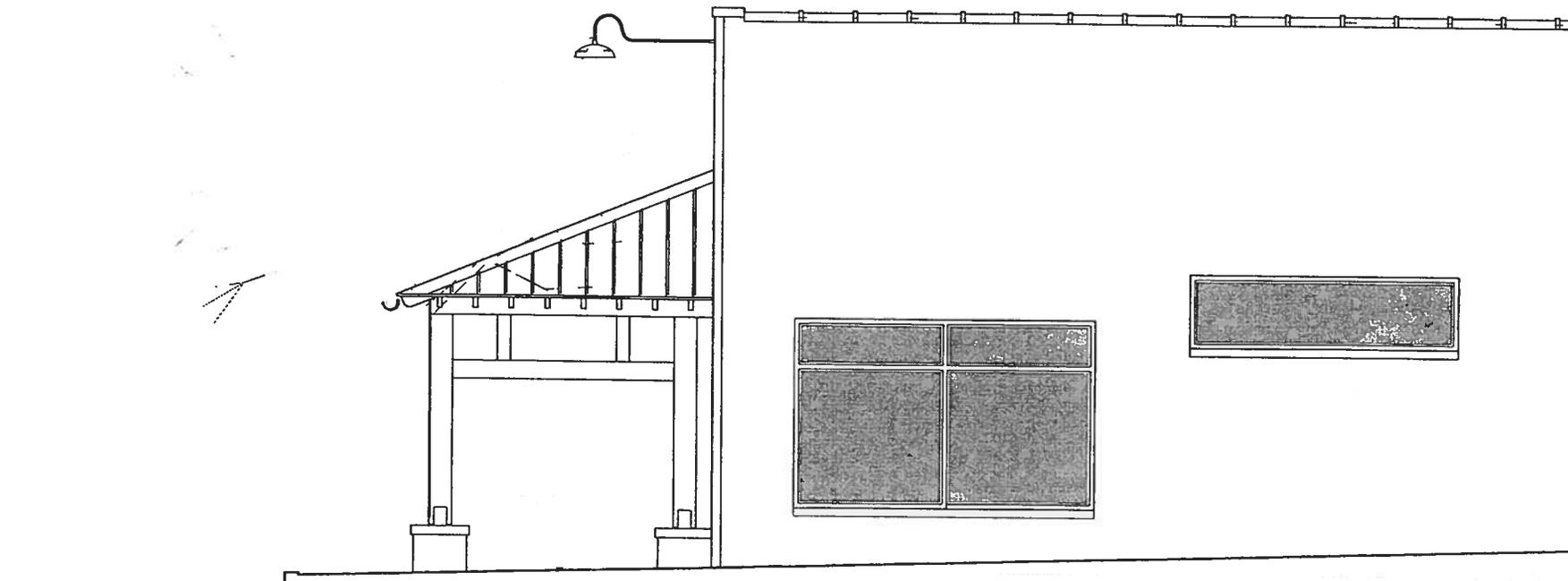
Cahaba Elevation - preliminary - main bldg.

Elevation

2117 Cahaba Road, Mt. Brook, AL 35223



PETE PRITCHARD ARCHITECTS INC.



Park Lane Partial Elevation - Preliminary - main bldg

Elevation

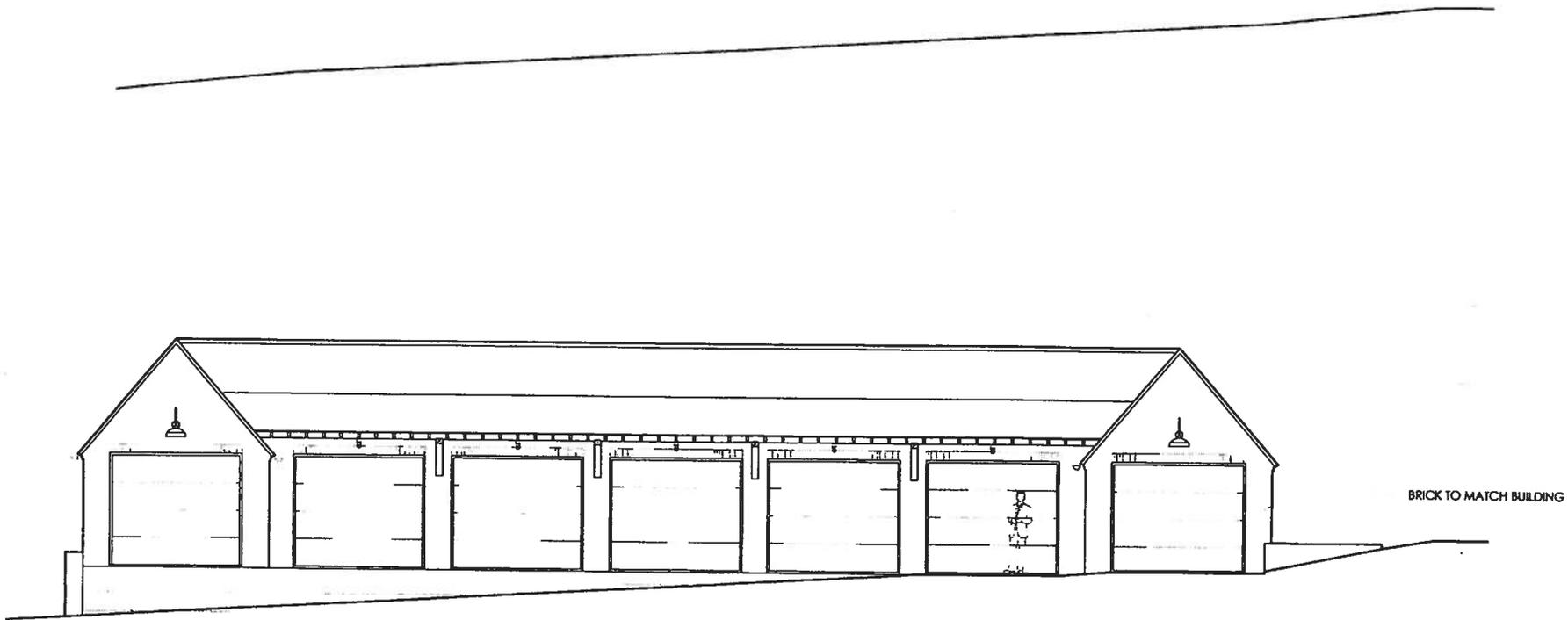
2117 Cahaba Road, Mt. Brook, AL 35223
04-18-14



PETE PERCHARD ARCHITECTS INC



proposed dry storage accessory bldg -
preliminary



proposed dry storage accessory bldg - preliminary

Elevation - Storage Building

2117 Cahaba Road, Mt. Brook, AL 35223



PETE PERICHARD ARCHITECTS INC

ORDINANCE NO. 1904

**AN ORDINANCE TO REZONE A CERTAIN PARCEL
OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA
FROM RESIDENCE C DISTRICT TO LOCAL BUSINESS DISTRICT**

WHEREAS, after due consideration, the City Council has determined that the zoning classification of the real estate owned by Mangina & Levio, LLC which is located at 2117 Cahaba Road, as more particularly described below, should be zoned Local Business District such property being presently zoned Residence C District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Chapter 129, Article XII of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning to Local Business District the following described real property said property currently zoned Residence C District:

LOT 11 IN BLOCK 9, FIRST ADDITION TO SOUTH HIGHLANDS, AS RECORDED IN MAP BOOK 7 PAGE 105 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.

ADOPTED: This 12th day of May, 2014.

Council President

APPROVED: This 12th day of May, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 12, 2014, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 13, 2014, 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
The Invitation Place, 3150 Overton Road

City Clerk