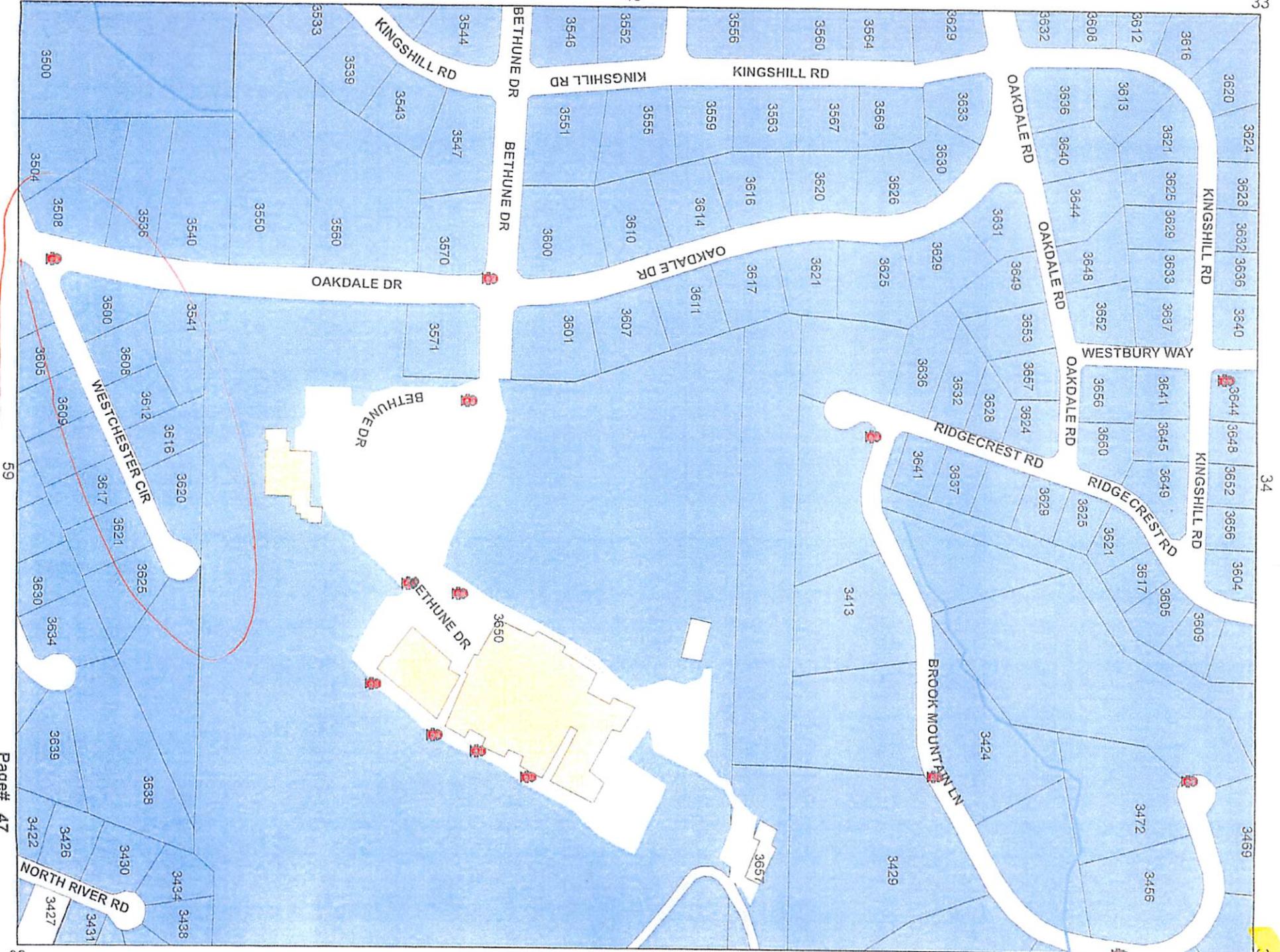


**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JUNE 10, 2019, 6:00 P.M.

1. Westchester Road parking situation—Chief Cook
2. Poe Drive sidewalk—Charles Kessler
3. Cherokee Bend plaque monument options and costs—Ronnie Vaughn and Sam Gaston
4. Creation of an American Green Zone Alliance (AGZA) — Stewart Welch



Kadco, LLC
3505 Bent River Road
Birmingham, Alabama 35216
(205) 985-7171
(205) 985-7176 Fax

May 13, 2019

Re: Road improvements Poe Drive, Mountain Brook

To whom it may concern,

The following is an estimate of the improvements to be made to Poe Drive. Some of this work, such as the storm pipe is mostly located in Vestavia. Kadco and Vestavia will pay the bulk of this work. It is unknown if some of the retainer wall can be eliminated. This will depend on how much grading we can do without hitting rock, utilities or grading into private property.

1. Clear and grade ROW 10' to 20' x 115' and haul off all debris	\$18,000.00
2. Add an additional 80' to RCP pipe Two junction boxes; one headwall	\$16,000.00
3. Approximately 3" block wall 80' long with rock face	\$11,000.00
4. Install 4' buff colored concrete sidewalk 115'	\$8,500.00
	<hr/>
	\$53,500.00

Kadco, LLC will be responsible for all insurance, interest, permits, locating utilities, traffic, and asphalt overlay is needed. Kadco, LLC is also planning to install streetlights on Poe Drive and would prefer to purchase them rather than rent them for Alabama Power. The cost for this is unknown at this time. We are asking the City of Mountain Brook to contribute a capped amount of \$20,000.00.

Thank you,

Charles Kessler, President
Kadco, LLC

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the ____ day of December, 2018, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and Kadco, LLC, an Alabama limited liability company, with its principal address of 3505 Bent River Road, Birmingham, Alabama 35216 (hereinafter referred to as "Developer").

WITNESSETH THESE RECITALS:

WHEREAS, Poe Drive, by virtue of Title 11-49-80, *Code of Alabama, 1975*, became a dedicated public street owned by the City of Vestavia Hills, Alabama ("City") because of the annexation of substantially all of the Cahaba Heights Fire District to the corporate boundaries on May 14, 2002; and

WHEREAS, the City owns the entire right-of-way of Poe Drive by virtue of Title 35-2-51(b), *Code of Alabama, 1975*;

WHEREAS, municipalities in Alabama are authorized by Title 11-48-4, *Code of Alabama, 1975*, to spend public funds for the construction, repair, maintenance and improvements of public streets and sidewalks; and

WHEREAS, the Alabama Public Works Law regarding public works construction projects provides, among other things, that a public works project is the expenditure of public funds on real estate owned by a municipality or on a structure attached to that real estate. Title 39-2-1(6), *Code of Alabama, 1975*, defines "Public Works" as follows:

"(6) PUBLIC WORKS.--The construction, installation, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, curbs, gutters, side walls, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, installed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise."; and

WHEREAS, Title 34-11-10, *Code of Alabama, 1975*, provides as follows:

"It shall be unlawful for the state or any of its departments, boards or agencies or any county, municipality or political subdivision or any department, board or agency of any county, municipality or political subdivision to engage in the construction of any public work involving the practice of engineering unless the engineering drawings, plans, specifications and estimates have been

prepared by and the construction executed under the direct supervision of a professional engineer; provided, that nothing in this chapter shall be held to apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$20,000.00.”; and

WHEREAS, Alabama law at Title 34-8-1(a), *Code of Alabama, 1975*, requires that a public works project be performed by a licensed general contractor and defines a “general contractor” to be:

“One who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is fifty thousand dollars (\$50,000.00) or more, shall be deemed and held to have engaged in the business of general contracting in the State of Alabama.”; and

WHEREAS, Title 39-2-2(a), *Code of Alabama, 1975*, provides in pertinent part as follows:

“(a) Before entering into any contract for a public works involving an amount in excess of fifty thousand dollars (\$50,000), the awarding authority shall advertise for sealed bids. If the awarding authority is the state or a county, or an instrumentality thereof, it shall advertise for sealed bids at least once each week for three consecutive weeks in a newspaper of general circulation in the county or counties in which the improvement or some part thereof, is to be made. With the exception of the Department of Transportation, for all public works contracts involving an estimated amount in excess of five hundred thousand dollars (\$500,000), awarding authorities shall also advertise for sealed bids at least once in three newspapers of general circulation throughout the state.”; and

WHEREAS, Title 39-2-2(b)(1), *Code of Alabama, 1975*, provides as follows:

“An awarding authority may let contracts for public works involving fifty thousand dollars (\$50,000.00) or less with or without advertising or sealed bids.”; and

WHEREAS, Alabama law, at Title 39-1-1(a), *Code of Alabama, 1975*, reads as follows:

"(a) Any person entering into a contract with an awarding authority in this state for the prosecution of any public works shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond."; and

WHEREAS, Developer has heretofore built new homes on Poe Drive for sale to members of the general public; and

WHEREAS, Developer intends to construct additional new homes on Poe Drive; and

WHEREAS, Developer desires that Poe Drive be pedestrian friendly by installing a sidewalk; and

WHEREAS, Developer will cause a sidewalk extending approximately one thousand two hundred (~~1,200~~) linear feet to be constructed on the easterly right-of-way of Poe Drive; and

 **NOT TO EXCEED 839'**
WHEREAS, the estimated cost of construction of the sidewalk is approximately One Hundred Thirty Thousand Four Hundred Thirty-eight and 50/100 Dollars (\$130,438.50); and

WHEREAS, Developer has requested the City to pay the sum of Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the cost for the construction of the sidewalk with the Developer paying any and all other costs exceeding that amount; and

WHEREAS, the City agrees to pay the sum of Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the cost for construction of the sidewalk based upon the terms, provisions, conditions and requirements set forth in sections I through XXVIII below; and

WHEREAS, the Developer expressly agrees to the terms, provisions and conditions of the sections I through XXVIII set forth below; and

WHEREAS, the City and the Contractor have agreed to the terms, provisions, conditions and requirements of this Contract and have further agreed that it is in the best interests of the parties that this Contract be reduced to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and the Developer mutually and expressly agree as follows:

I. RECITALS

The recitals set forth in the premises above are hereby incorporated into this Contract by reference as though set out fully herein.

II. THE WORK

Developer shall cause a sidewalk to be constructed on the easterly side of Poe Drive in the City of Vestavia Hills, Alabama 35243 pursuant to the following terms, provisions, conditions and requirements:

A. The sidewalk shall be constructed all in accordance with Article 2 of the *Public Works Manual of the City of Vestavia Hills, Alabama*. A copy of Article 2 is attached hereto, marked as Exhibit 1 and is incorporated into this Contract by reference as though set out fully herein; and

B. The sidewalk shall extend for a distance of approximately one thousand two hundred (1,200) linear feet; and

C. The sidewalk shall be constructed on the site shown on the map, which is attached hereto, marked as Exhibit 2 and is incorporated into this Contract by reference as though set out fully herein; and

D. The sidewalk shall be constructed all in accordance with the design prepared by HagerCo-LLC, a copy of which is attached hereto, marked as Exhibit 3 and is incorporated into this Contract by reference as though set out fully herein; and

E. The work shall include any and all items set forth on the Engineer Estimate for total Project Cost, a copy of which is attached hereto, marked as Exhibit 4 and is incorporated into this Contract by reference as though set out fully herein; and

F. The sidewalk, curb, gutter, double wing inlets, trench train in sidewalk, landscaping, traffic control and other improvements shall be constructed all in accordance with the final and full engineering design, plans and specifications prepared by HagerCo-LLC.

G. The labor, material and services described above shall hereinafter be referred to as the "work."

III. LICENSED GENERAL CONTRACTOR

The Work shall be done and completed by a licensed general contractor ("Contractor") as required by Title 34-8-1, *Code of Alabama, 1975*.

IV. CONTRACT PRICE

It is contemplated by Developer and City, based upon the preliminary cost estimate of One Hundred Thirty Thousand Four Hundred Thirty-eight and 50/100 Dollars (\$130,438.50) prepared by HagerCo-L.L.C (Exhibit 4) will be approximately that amount. Both parties recognize and agree that the final cost of the work may be more than \$130,438.50.

V. PAYMENT OF CONTRACT PRICE

A. CITY: The City shall pay Forty-nine Thousand Nine Hundred Ninety-nine and 99/100 Dollars (\$49,999.99) of the contract price upon:

1. completion of the work by the licensed general contractor; and
2. final inspection, written approval and acceptance by the City of the work by Developer.

B. DEVELOPER: The Developer shall pay any and all of the contract price exceeding \$49,999.99.

VI. TERM OF CONTRACT

Time is of the essence of the performance of the Contract. The term of this Contract shall be for a period of NINE MONTHS (275) days after the Developer receives a written Notice to Proceed from City. The City will not issue a Notice to Proceed until after the City:

A. approves in writing the final drawings, plans and specifications prepared by HagerCo-L.L.C as required by Section X of this Contract, and

B. the City receives from Developer the duly executed Performance Bond as required by Section VII of this Contract; and

C. the City receives from Developer the duly executed Work and Labor Bond as required by Section VIII of this Contract; and

D. the City receives from Developer the Certificates of Insurance as required by Section XIV-F of this Contract.

VII. PERFORMANCE BOND

The Developer, prior to the commencement of the work, shall execute and deliver a Performance Bond equal to one hundred percent (100%) of the contract price as required by Title 39-1-1(a), *Code of Alabama, 1975*. The form of the Performance Bond shall be AIA Document A312-2010, a copy of which is attached hereto, marked as Exhibit 5 and is incorporated into this Contract by reference as though set out fully herein.

VIII. PAYMENT BOND

The Developer, prior to the commencement of the work, shall execute and deliver a Payment Bond equal to fifty percent (50%) of the contract price as required by Title 39-1-1(a), *Code of Alabama, 1975*. The form of the Payment Bond shall be AIA Document A312-2010, a copy of which is attached hereto, marked as Exhibit 6 and is incorporated into this Contract by reference as though set out fully herein.

IX. FINAL DRAWINGS, PLANS AND SPECIFICATIONS

The final drawings, plans and specifications for the work must be prepared by a professional engineer as required by Title 34-11-10, *Code of Alabama, 1975*.

X. APPROVAL OF FINAL DRAWINGS, PLANS AND SPECIFICATIONS BY CITY

The work shall not commence unless and until the City has approved in writing the final drawings, plans and specifications prepared by professional engineers, HagerCo-LLC.

XI. APPROVAL OF CONSTRUCTION CONTRACT

Any and all Construction Contracts by and between Developer and Contractor for the performance of the work must be approved in writing by the City prior to commencement of the work.

If Developer enters into a Construction Contract with a Licensed General Contractor ("Contractor") for the performance of the work, then in such event both Developer and Licensed General Contractor shall be legally obligated to the City for compliance with any and all terms, provisions, conditions and requirements of this Contract. The Contract by and between Developer and Licensed General Contractor shall contain the following language:

"The Licensed General Contractor hereby agrees to be legally obligated to the City of Vestavia Hills, Alabama for compliance with any and all terms, provisions, conditions and requirements of Developer set forth in Sections I through XXVIII of that certain Contract by and between Kadco, LLC, as "Developer," and the City of Vestavia Hills, Alabama, as "City." A copy of said Contract is attached hereto, marked as Exhibit A and is incorporated into this Contract by reference as though set out fully herein."

XII. QUALITY OF WORK

All labor, construction and installation of equipment, materials and supplies applied/installed by the Developer in the performance of this Contract shall be done in a professional, proficient and workmanlike manner.

XIII. LIABILITY INSURANCE

The Developer shall carry Manufacturer's and Contractor's General Comprehensive Liability and Public Liability Insurance with limits of One Million Dollars (\$1,000,000.00), per person, and Two Million Dollars (\$2,000,000.00), per occurrence, to cover and protect the City, its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives, the Developer and its Licensed General Contractor, its subcontractors against claims or injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the work and installations and embraced in this Contract.

The Developer shall carry, during the life of this Contract, property damage insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) to protect the Developer, the Licensed General Contractor and its subcontractors from claims for property damage which might arise from the work performed under this contract.

Before commencing work, the Developer shall submit evidence of the coverages required above to the City for review and approval. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the City and shall be kept in full force and effect until the Developer's work is accepted by the City. Contracts of insurance (covering all operations under this contract) which expire before the Developer's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for its approval.

XIV. ADDITIONAL INSUREDS

The Developer shall cause all of the insurance policy coverages described in Section XIII of the Contract above (except for the Worker's Compensation coverages) to include:

A. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's operations; and

B. The City of Vestavia Hills, Alabama, and its Mayor, City Manager, individual City Council members, servants, agents, employees or representatives as additional insureds for claims caused in whole or in part by the Developer's negligent acts or omissions during the Developer's completed operations; and

C The insurance policy covers shall state that these covers shall be primary insurance for the additional insureds; and

D Contain no exclusions of the additional insureds relative to job accidents; and

E The policies must be on an "occurrence" basis.

F Certificates of insurance shall be provided by Developer to City prior to commencement of the work. A Notice to Proceed for the commencement of work shall not be issued by the City unless and until the City has provided written notice of acceptance of said Certificate of Insurance to the Developer.

XV. WORKERS' COMPENSATION

The Developer shall carry Workers' Compensation insurance for all of its employees and those of the Licensed General Contractor and its subcontractors engaged in the work at the site in accordance with the State of Alabama Workers' Compensation Law. This insurance coverage provided by the Developer under the Workers' Compensation Act shall provide protection from any and all claims for bodily injury, death or property damage, which may arise from the performance of any servant, agent, employee or other representative of Developer or the Licensed General Contractor and its subcontractors under this contract. Certificates of insurance issued by competent insurance companies qualified and licensed to do business in the State of Alabama and approved by the City evidencing that the Licensed General Contractor and all of said subcontractors of the Developer are covered by said Workers' Compensation insurance coverage and furnished to the Developer and the City by the Licensed General Contractor and the individual subcontractors shall meet the requirements of this section.

XVI. INDEMNITY

The Developer shall indemnify and save harmless the City, its Mayor, City Manager, individual City Council members, servants, agents, employees and representatives from any and all claims, demands, suits, actions, causes of action, liabilities of action, lawsuits, liabilities, damages and losses and expenses, including but not limited to attorney fees, arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of work performed under this Contract by Developer, the Licensed General Contractor, a subcontractor and anyone directly or indirectly employed by them. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to or result from performance of the work.

XVII. INDEPENDENT CONTRACTOR

The Developer is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Developer is the servant, agent or employee of the City of Vestavia Hills, Alabama.

XVIII. ASSIGNMENT

This Contract shall not be assignable by the Developer in any respect without having first obtained the written consent of the City of Vestavia Hills, Alabama evidenced by a properly enacted resolution of the City Council.

XIX. GENERAL COMPLIANCE WITH APPLICABLE LAWS

Developer shall comply with the provisions of the labor law and any and all federal, state and local laws, statutes, codes, rules, regulations, ordinances and resolutions that are applicable to the performance of this Contract between the City and Developer, including specifically, but not limited to Ordinance Numbers 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018.

XX. EXISTING UNDERGROUND UTILITIES

Before any work is done in the vicinity of an existing underground utility line, the Developer shall check with the owner of the utility lines to determine and verify its exact location. The Developer shall be held liable for any damage to utilities in the execution of this Contract.

XXI. ACCIDENT PREVENTION

The Developer shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to person or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "*Manual of Accident Prevention in Construction*" published by the Associated Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

XXII. INSPECTION

All materials and workmanship shall be subject to inspection, examination or test by the City at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective materials and defective, incorrect or incomplete work and/or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project area and be replaced with material of specified quality without charge therefore. If the Developer fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract for or otherwise have the defects remedied or rejected materials removed from the project area and charge the cost of the same against any moneys which may be due the Developer, without prejudice to any other rights or remedies of the City.

XXIII. TERMINATION

The Contract, of which statement of work described in paragraph II hereof form a part, may be terminated by the City for any one of the following reasons:

A. Substantial evidence that the progress made by the Developer is insufficient to complete the work within the specified time.

B. Deliberate failure on the part of the Developer to observe the requirements of this Contract.

C. Failure on the part of the Developer to promptly make good any defects in materials or workmanship that may be indicated to it by the City.

D. Any other breach of contract by the Developer

XXII. GENERAL GUARANTY BY DEVELOPER

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Developer of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Developer shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective material and work with reasonable promptness. The Developer shall deliver to the City any and all written warranties guaranteed by the manufacturers of any of the materials installed in said road at the completion of the work.

XXV. REMOVAL OF DEBRIS AND CLEANING

The Developer shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonable clear. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to the approval of the City and existing state and local regulations.

XXVI. IMMIGRATION

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

XXVII. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Developer represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

XXVIII. MISCELLANEOUS

A. **NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. **WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This Contract may be amended at any time by written agreement of the parties signatory hereto.

C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.

D. **GOVERNING LAW:** This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

E. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

F. **CONSTRUCTION OF TERMS:** Any ambiguities of this Contract shall be construed fairly and equitably regardless of the participation of either party in drafting this Contract. The reference in terms to gender and number shall be modified as may be appropriate.

G. **EXECUTION IN COUNTERPARTS:** The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The Contract shall inure to the benefit of, and shall be binding upon City and Developer and their heirs, successors and assigns.

I. SEVERABILITY: In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. ENTIRE AGREEMENT: This written Contract contains the entire agreement between the City and the Developer.

IN WITNESS WHEREOF, the City and Developer have hereunto caused this Contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the _____ day of December, 2018.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

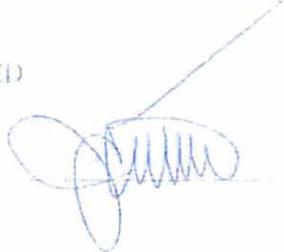
ATTESTED

By _____

DEVELOPER:
KADCO, LLC
An Alabama limited liability company

By 
Its Kadco, LLC

ATTESTED

By 

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of December, 2018.

Notary Public

My Commission Expires:

**SEAL
STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the _____ day of December, 2018.

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles C Kessler, Jr., whose name as Member of Kadco, LLC, an Alabama limited liability company, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Kadco, LLC, an Alabama limited liability company.

Given under my hand and official seal, this the 23rd day of ^{JANUARY, 2019}~~December~~, 2018:

Jane B Richardson
Notary Public

My Commission Expires:
3/13/2020
SEAL.

CITY OF VESTAVIA HILLS

PUBLIC WORKS MANUAL Engineering Standards



City of Vestavia Hills Planning and Zoning Commission
of the City of Vestavia Hills, Alabama

April 8, 2010

EXHIBIT 1

1. Entrance roads into subdivided areas where projected average weekday volumes will not exceed 400
 2. Roads serving large lot subdivisions
- 2.5.4. On all roadways the seal course shall not be applied until one (1) year after the binder has been properly installed. Before the seal is applied, all work previously required shall be repaired to meet minimum City standards.

§2.6. Culverts

A special design drawing shall be required for any drainage structure having a required end area of twenty (20) sq. ft. or more. Reinforced concrete drainage structures shall be constructed in accordance with standard drawings and specifications approved by the City Engineer. Standard specification drawings for many minor structures may be obtained through ALDOT or some concrete companies.

- 2.6.1. Reinforced concrete pipe and arch pipe class and installation shall be in accordance with current specifications of ALDOT.
- 2.6.2. Corrugated metal pipe and arch pipe culverts shall be fully coated with asphalt with a paved invert or fully coated with a polymeric coating. Gauge, corrugations and installation shall be in accordance with current specifications of ALDOT.
- 2.6.3. All storm drainpipes shall be a minimum of eighteen (18) inches and subject to review and approval by the City Engineer.

§2.7. Swales and Ditches

- 2.7.1. The minimum flow line slope for paved ditches shall be 0.33% and shall be 1.0% for unpaved ditches.
- 2.7.2. Eight (8) inches of masonry, stone, tile, concrete block or brick walls shall have a maximum lean of one (1) inch per foot and a maximum lean of six (6) inches per foot. Culvert pipe may be utilized if such sewers and drainage ditches shall be of sufficient size to provide for future extensions into adjacent areas.

§2.8. Headwalls

Headwall with wing walls and end walls shall be installed on pipe culverts. Headwalls for pre-cast concrete or brick masonry construction shall be approved by the City Engineer. Headwalls for pipe sizes larger than forty-eight (48) inches shall be shown on the approved plans. Headwalls for multi-line installation shall be shown on the approved plans.

§2.9. Combination Curb and Gutters, Valley Curbs

- 2.9.1. Portland cement concrete having a compressive strength of 3000 PSI at twenty-eight (28) days shall be used. Granite, as approved by the City Engineer, may be substituted. Combination curb and gutter and valley curbs shall be constructed of Portland cement concrete. Installation shall be on a prepared sub-grade and conform to the cross-section shown on the plans. The surface finish of the concrete shall have a tight broomed or harp/drag texture. The edges shall be smoothed with a radius type tool.
- 2.9.2. Transverse contraction joints shall be constructed at intervals not exceeding twenty (20) feet in combination curb and gutter and valley curb. Joint depth shall be no less than 1/5 of the cross-section and concrete. Sawed contraction joints shall be done early after the concrete has set to prevent the formation of uncontrolled cracking. Expansion joints shall be constructed at impassable structures and at points of

curvature for small radius curves. Filler material for expansion joints shall be approved by the City Engineer or authorized agent. Construction joints may be either expansion or butt-type joints.

- 2.9.3 No combination curb and gutter, valley curb or sidewalk, shall be placed on frozen or soft earth or when other unsuitable conditions exist.
- 2.9.4 Gutters shall be constructed of 3,000 PSI concrete six (6) inches thick. Valley gutters shall not be less than thirty (30) inches wide.
- 2.9.5 Combination curb and gutter shall be used where negative grade entering or within a curve exceeds two (2) percent.

§2.10. Inlets

Inlet design for installation on eighteen (18) inch through forty-two (42) inch pipe shall be approved by the City Engineer. Depth for this type inlet shall not exceed six (6) feet from invert of inlet to top of pipe. Storm drain inlet shall not be supported by the storm drain pipe. Special design installation shall be required for pipes larger than forty-two (42) inches in diameter. This design shall be submitted with street drainage plan for approval by the City Engineer.

§2.11. Sidewalks

Sidewalks shall be constructed in accordance with the specifications shown in Figure 2-11 and as provided herein:

- 2.11.1. Sidewalk installation shall be on a unfrozen prepared sub-grade.
- 2.11.2. Concrete mix: straight cement mix, no fly ash, ochre coloring added at 25 lbs/cyd, maximum 3 inch slump.
- 2.11.3. Sidewalks shall have expansion joints at all concrete-to-concrete connections, such as driveways, curbs, curb ramps and private sidewalks and every thirty (30) ft on straight runs. One-half (1/2) inch expansion joints shall be provided between all fixed objects including steps and walls.
- 2.11.4. Five (5) foot wide sidewalks shall have contraction joints every five (5) feet, wider sidewalks shall have contraction joints spaced as required by the City Engineer.
- 2.11.5. All construction debris shall be removed and disposed off site.
- 2.11.6. Contact City Engineer for final approval of work.

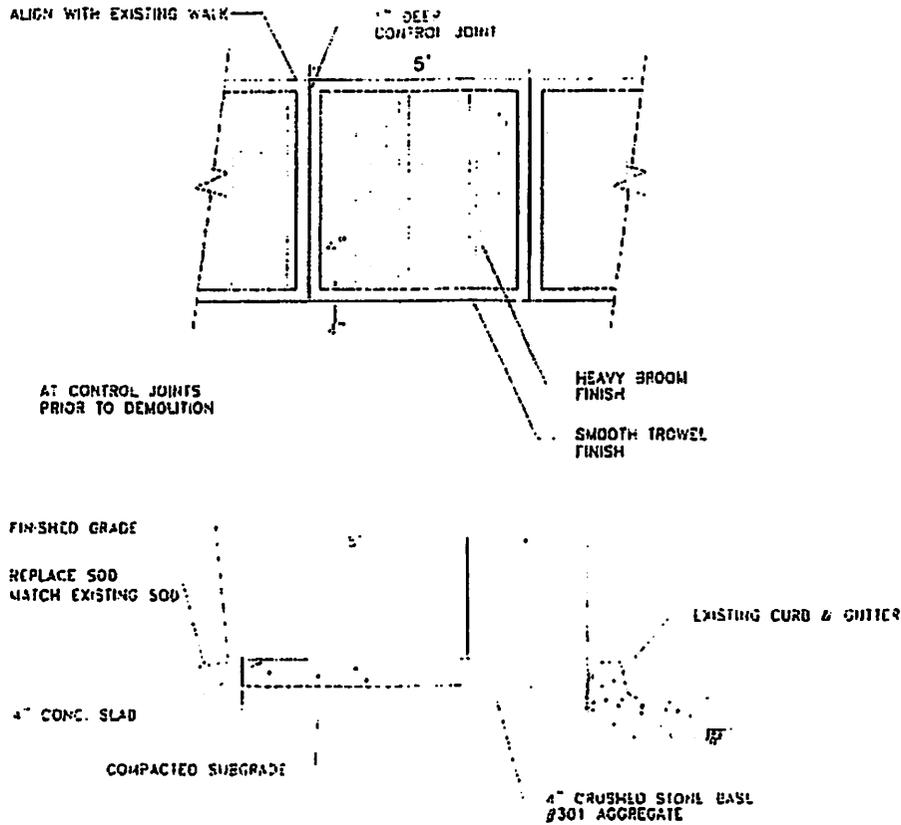


Figure 2-1 Sidewalk Specifications

2.11.7. The cross slope of a sidewalk shall be a minimum of 0.25 inch per foot and a maximum of 0.5 inch per foot sloping to the street. The planting strip between the curb and the edge of the sidewalk shall have minimum cross slopes as provided in Table 2.11. In cases of extreme topography, the City Engineer may permit greater cross slopes within planting strips only. Adjustments to such cross slopes should be gradual to avoid abrupt grade changes.

Centerline Grade of Street	1 - 4%	4.1 - 8%	Greater than 8%
Planting Strip Cross Slope	0.3" inch per ft	1" inch per ft	1 1/2" inch per ft

§2.12. Drainage and Grading

- 2.12.1. The finished slope along the bottom centerline of any lot drainage easement shall not be less than one (1) percent.
- 2.12.2. The side slopes of any lot drainage easement shall not be greater than 4 (horizontal) to 1 (vertical).

§2.13. Utilities

- 2.13.1. Water gas and sewer lines and appurtenances shall be installed in accordance with all applicable codes and standards for installation, design, construction and materials.
- 2.13.2. Permits for utility installation involving or proposed rights-of-way. Any person, firm, or company wishing to place a utility facility within a street right-of-way shall apply to the agency controlling the street on the receipt prescribed utility permit form.
- 2.13.3. Location and Elevation Backfill Utilities shall generally follow the provisions of Section 21.09 but for the edge of existing or proposed paving. However, where a utility is less than the minimum of approved minimums, the backfill material used shall crushed stone or an equivalent be required.
- 2.13.4. Backfill for utility installation proposed for installation shall comply with the following: Standard Specification for Highway Construction, including cover, C-100, 100.
- 2.13.5. Backfill for utility installation shall be of a type approved by the City Engineer for the proposed installation. The material used shall be of a type approved by the City Engineer for the proposed installation.
- 2.13.6. All open cuts under existing paving shall be backfilled with compacted stone. The stone used shall be of a type approved by the City Engineer for the proposed installation. A permanent pavement shall be in accordance with the typical repair section work schedule by the City Engineer.
- 2.13.7. Case Hard Encased Construction. All polyethylene (PE) piping used for water lines shall be encased with a casing approved by the Public Works Director, City Engineer or other authorized agent.

§2.14. Road and Street Inspection and Testing

- 2.14.1. Notification of Work. It shall be the duty and responsibility of the developer/contractor to give notification to the City Engineer, twenty-four (24) hours prior to starting each phase of construction and to notify the City Engineer the day work is completed after a delay for any reason. This includes all phases of construction including, but not limited to, utility, utility base, surfacing and any work that pertains to streets or development that may directly or indirectly be planned for that location.
- 2.14.2. Inspection. The contractor shall be responsible for all field observations and reports to the City Engineer on each phase of work.
- 2.14.3. Testing. Testing shall be the responsibility of the contractor, including, but not limited to, the City Engineer.
- 2.14.4. Performance. Tests shall be required for the construction of each phase of work and shall be subject to the minimum density testing, soil cycle and test results of each phase of construction and shall be performed in accordance with the City Engineer's specifications.
- 2.14.5. See City Engineer's specifications.

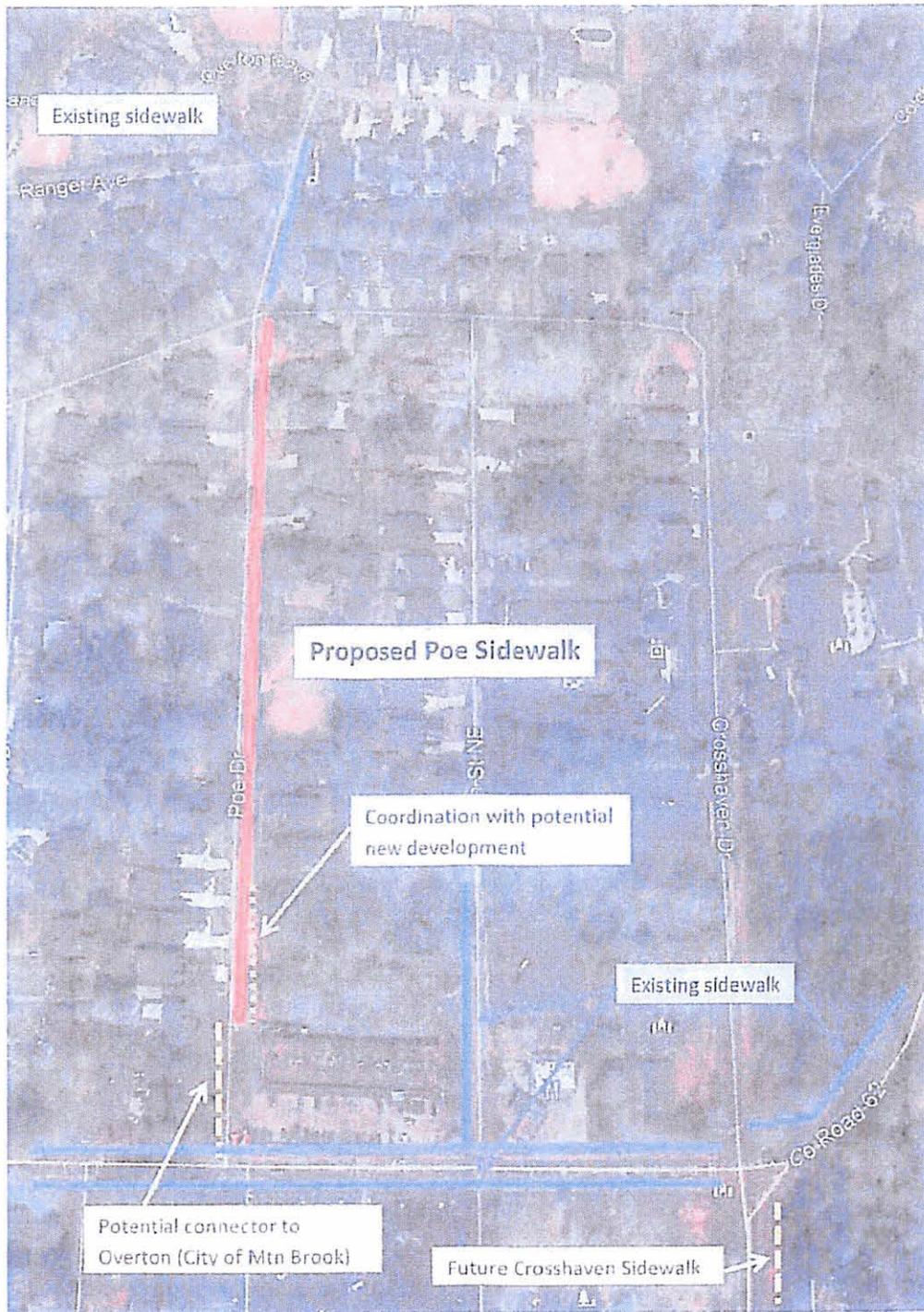


EXHIBIT 2

ROADWAY IMPROVEMENTS - POE DRIVE

City Of Vestavia
Jefferson County, Alabama

Contract No. 2018.005.05

A PROJECT FOR:
The City Of
Vestavia, Alabama



KADCO HOMES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF ALABAMA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF ALABAMA.

[Signature]
06/2018

PROJECT NUMBER
SHEET NUMBER

DETAILS

PROJECT
Street Improvements
Location: PoE Drive
City: Vestavia
Alabama

HagerCo-LLC

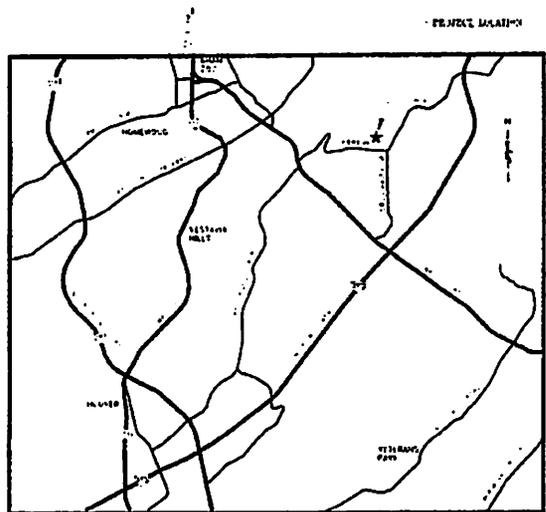
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Title Sheet

SHEET NUMBER
01

INDEX TO SHEETS

- Sheet No. 1 Title Sheet
- Sheet No. 2 General Notes & Legend
- Sheet No. 3 Plan/Profile - PoE Drive
- Sheet No. 4 Plan/Profile - PoE Drive
- Sheet No. 5 Plan/Profile - PoE Drive
- Sheet No. 6 Street Layout Plan & Details
- Sheet No. 7 Project Details



AREA MAP
No. 1-1000



Area Map

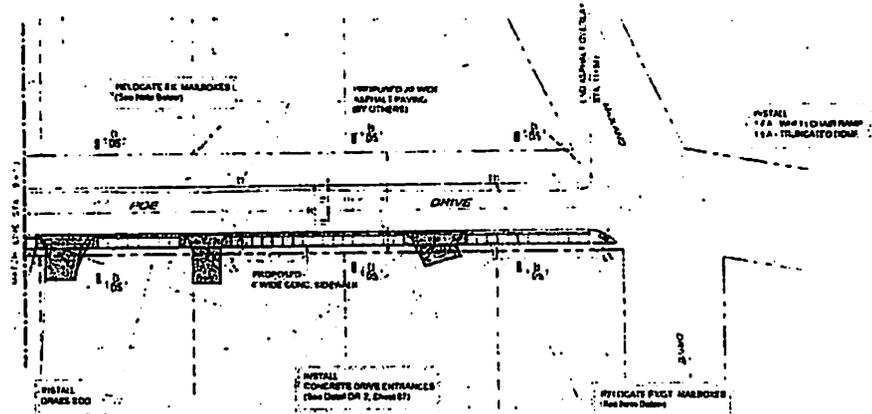


Vicinity Map

[Signature]

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF VESTALVA, ALABAMA, AND THE ALABAMA DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE ADJACENT PROPERTY OWNERS AND THE STATE OF ALABAMA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE ADJACENT PROPERTY OWNERS AND THE STATE OF ALABAMA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE ADJACENT PROPERTY OWNERS AND THE STATE OF ALABAMA.

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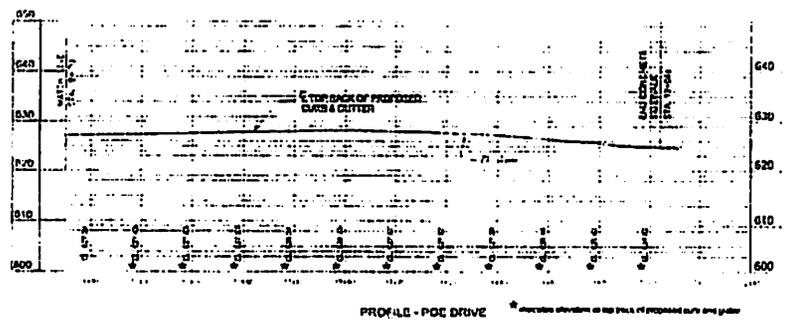
PLAN - POE DRIVE

- 1. 6' WIDE CONCRETE SIDEWALK
- 2. CONCRETE DRIVE ENTRANCES
- 3. RELOCATE 6\"/>
- 4. RELOCATE 6\"/>
- 5. RELOCATE 6\"/>
- 6. RELOCATE 6\"/>
- 7. RELOCATE 6\"/>
- 8. RELOCATE 6\"/>
- 9. RELOCATE 6\"/>
- 10. RELOCATE 6\"/>

8
05 | TYPICAL ROADWAY SECTION

NOTES:
1. Existing conditions in conflict with areas of construction shall be relocated, as directed by Engineer and approved by property owner. Contractor is responsible for the protection of existing structures and shall replace any damaged regions in kind.

PLAN SCALE: 1" = 20'
PROFILE SCALE: 1" = 2' HORIZONTAL
1" = 4' VERTICAL



PROFILE - POE DRIVE



Now what's below.
Call before you dig.

A PROJECT FOR:
The City Of
Vestavia, Alabama



KADCO HOMES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF VESTALVA, ALABAMA, AND THE ALABAMA DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE ADJACENT PROPERTY OWNERS AND THE STATE OF ALABAMA.



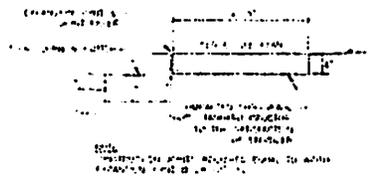
DATE: 06/20/18
PROJECT: POE DRIVE
SHEET: 05

DETAILS

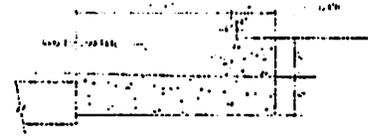
PROJECT:
Street Improvements
Location: POE Drive
Contractor:
HagerCo-LLC

Plan/Profile
Sheet

SHEET NUMBER
05



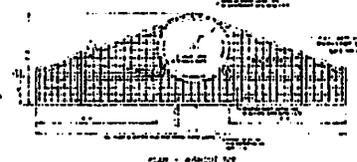
SECTION - TYPICAL 4' WIDE CONCRETE SIDEWALK
NO. 0141



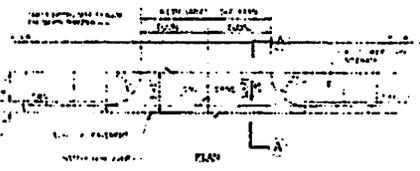
CURB AND GUTTER DETAIL
NO. 0142



TYPE "S" DOUBLE CURB INLET
NO. 0143



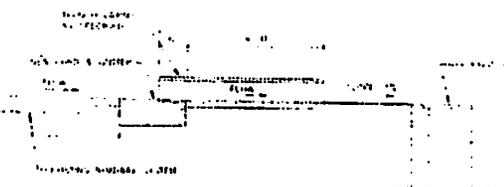
TYPICAL CONC. DRIVEWAY DETAIL DR-1
NO. 0144



TYPICAL CONC. DRIVEWAY DETAIL DR-2
NO. 0145



PERSPECTIVE VIEW OF TRENCH DRAIN
NO. 0146



TRENCH DRAIN SECTION
NO. 0147



A PROJECT FOR:
The City Of
Vestavia, Alabama



KADCO HOMES

THE DRAWING IS THE PROPERTY OF THE
ENGINEER OR ARCHITECT. IT IS TO BE
USED ONLY FOR THE PROJECT AND SITE
SPECIFICALLY IDENTIFIED HEREON.
REPRODUCTION OR TRANSMISSION OF THIS
DRAWING WITHOUT THE WRITTEN
CONSENT OF THE ENGINEER OR ARCHITECT IS
PROHIBITED.
DATE: 06/2016

06/2016

NO.	DESCRIPTION
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION

DETAILS

PROJECT:
Street Improvements
LOCATION: Vestavia Drive
CITY: Vestavia, Alabama

HagerCo-LLC

11525 Highway 208, Vestavia, AL 35296
205.966.1111
www.hagerco.com

Project Details

SHEET NUMBER
07

KADCO Homes

**** Updated - June 2018**

Poe Drive Sidewalk and Roadway

Curb and Gutter	788 LF	\$	21.00	\$	16,548.00
4" Thick Sidewalk (4'-0" Wide)	360.0 SY	\$	85.00	\$	30,600.00
6" Thick Conc. For Driveways with Ramps	195.1 SY	\$	105.00	\$	20,485.50
Removal and Saw Cut Asphalt/Drives	95.1 SY	\$	50.00	\$	4,755.00
Asphalt Patch Stone and Binder	325.0 SY	\$	40.00	\$	13,000.00
ADA Ramps at Overton	2.0 Ea	\$	2,400.00	\$	<u>4,800.00</u>

Storm Drainage

New Double Wing Inlet	1 Ea	\$	3,500.00	\$	3,500.00
New Trench Drain in Sidewalk	1 Ea	\$	2,500.00	\$	2,500.00
Landscape / Sod	1 LS	\$	7,500.00	\$	<u>7,500.00</u>
Tree Removal	5 Ea	\$	850.00	\$	4,250.00
Remove and Replace Mailboxes	15 Ea	\$	200.00	\$	3,000.00
Erosion Control				\$	10,000.00
Traffic Control				\$	5,000.00
Construction Stakeout				\$	4,500.00

Engineers Estimate for Total Project Cost	\$ 130,438.50
--	----------------------

*** Estimate is based on concept design and published maps. Costs are taken from completed projects with similar scope of work. All costs are intended for planning and budget.*

A full engineering desing will be required for a constrcution estimate and Plans.

AIA[®] Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

EXHIBIT 5

Init

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated hereby by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
3. the Owner has agreed to pay the Balance of the Contract Price, in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
2. Deny liability, in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

Init. /

 **Document A312™ – 2010**

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: \$
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name and Title: _____ Name and Title: _____
(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER: **OWNER'S REPRESENTATIVE:**
(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

EXHIBIT 6

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly rendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant, and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Mountain Brook's Cherokee Bend

Dr. Edward Stevenson, M.D

Cherokee Bend is an upscale residential area of Mountain Brook, Jefferson County, Alabama. It does not have inclusive political limits per se, as would be outlined on maps of Mountain Brook as "Cherokee Bend". It extends east to the political city line of Irondale, and north to the political city line in the middle of Shades Creek between Mountain Brook and Birmingham. The geographical area bordered Old Leeds Road on the south and west. (Refer to map). Prior to 1963, the Cherokee Bend area and the Mountain Brook Club were in Jefferson County, not in Mountain Brook. After the original development, as residential areas expanded to the south across Old Leeds Road, new county areas were annexed and became a subdivision known as Cherokee Bend South.

The area holds exceptional historical interest for the present and future homeowners of Cherokee Bend, as well as for history buffs. Although Red Mountain and the associated valleys had active Indian populations in the pre-colonial days, there is no direct evidence that the Cherokee tribe itself occupied Shades Valley, therefore the Cherokee Bend name is not directly related to the tribe. Historical interest in the raw land begins with the establishment of the Cahaba Iron Works (Irondale Furnace) by Wallace S. McElwain during the Civil War. He moved from Mississippi in 1864 and bought 2,146 acres, which included two detached sites on the Cahaba River.

The property extended from present day Spring Valley, Westbury, and Cherokee Roads on the south, to Red Mountain on the north; and west from Montrose Circle to near the eastern end of Brookwood Road. The area named "Cherokee Bend" in 1963 was composed of perhaps 200 acres, which was only one percent of the total McElwain acreage of 1864.

Cherokee Bend can be thought of as the immediate area around the Irondale Furnace. The furnace was destroyed by Gen. Wilson's famous raid in 1865. It was rebuilt in 1866 by McElwain, and operated until 1873.

Cedar charcoal was the fuel for the furnace before coke

was generally used in America. The reason for closing the furnace in 1873 was the complete deforestation of his land for fuel, which included the present Cherokee Bend as well as much more. All of the trees in Cherokee bend after 1873 and prior to 1963 were a maximum of 90 years old; and now in 2019, the larger and oldest ones are 146 years old.

After McElwain left, the present Cherokee Bend land, and perhaps much more, became the private property of George Gordon Crawford, who was President of T.C.I. from 1907 until 1930. He was a very active civic leader, and a friend of Robert Jemison, Jr. During those years after the deforestation, the natural botanical cycle from weeds to softwoods to hardwoods was progressing. Some people in the area owned horses and stables. Houston Blount had a home and horse barn; and John Davis, Mel's brother, had a stable. The territory became a network of riding trails.

Robert Jemison, Jr. developed Mountain Brook in the late 1920's and early 1930's and was very familiar with the ironworks. He proposed to George Gordon Crawford that he donate the ironworks site itself as a public park, which Crawford did; and it is now Mountain Brook City's Irondale Furnace Park. The park is marked with an historic marker on Stone River Road, and the park actually bisects Cherokee Bend.

Either before or after Crawford's death in 1936, the land that was to become Cherokee Bend was bought by W.E. Belcher to use as a hardwood reserve for his Belcher Lumber Company. After Belcher's death in 1945, the property became embroiled in a very lengthy legal process involving W.E. Belcher's children, the lumber company, and a bank. The legal result (See Wikipedia) appears to be that the property remained with the Belcher Company, and one of W.E. Belcher's son's, Brady Belcher, became president of the company.

Belle Meade area, Brookwood Road, and Brookwood Forest were being developed by Perkins Realty; Davis and

(continued on page 11)



(Cherokee Bend continued from page 10)

Majors; Johnson Rast & Hayes; Berman Realty; Jerry and Allen Drennan and others. This expansion bypassed the large area owned by Belcher Lumber Company and was reserved by them as a source of hardwood lumber. Then, when you add Belcher's litigation to the equation, it remained a forest while other areas were being developed.

It was Brady Belcher who progressively sold segments of the company land to the Cherokee Bend developers. Each segment was progressively annexed by mutual agreement with the Mountain Brook Planning Commission, the city of Mountain Brook and real estate developers. Belcher's sales were not limited to particular real estate companies. Individuals could buy lots and build their own houses.

The Mountain Brook Planning Commission, originally set up by Mr. Jemison, regulated building codes and standards. Cherokee Bend was never annexed by the city as a total unit, but annexed piecemeal in segments as development progressed.

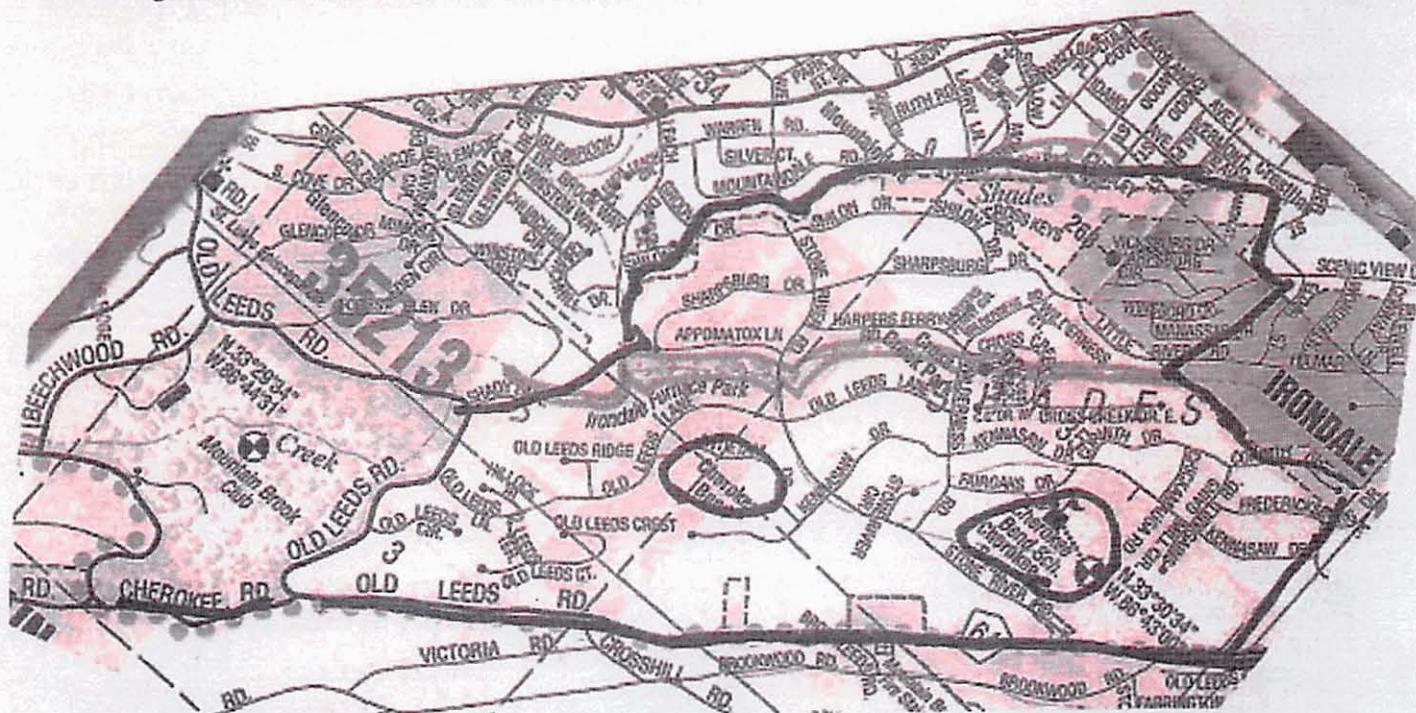
Development of residential property began in 1963, when several interested real estate companies formed a consortium, which is mentioned in available records as "The Cherokee Bend Corporation". The consortium provided a unified voice for the realtor members to be able to deal with governmental issues that were common to all.

Perkins Realty, Davis and Majors Realty, Johnson Rast & Hayes, and Jerry and Allen Drennan were the principal members. John Hamilton "Ham" Perkins with Mel Davis are accredited with the original idea of development of Cherokee Bend. These two were the "sparkplugs" at the beginning of development, and for many years thereafter. Jerry Drennan and Tom Rast were very active participants.

Ham Perkins, with agreement and approval of Robert Jemison, Jr. and the other developers, gave the development its name, "Cherokee Bend", referring to the location of the "bend" in Old Leeds Road at the end of Cherokee Road, as can be seen on the map. Before this large planned residential development began in earnest, there was already a road into the area, Old Leeds Lane, which began at the eastern end of the Mountain Brook Club golf course. Two other streets were already present, Old Leeds Terrace and Hillock Drive, branching from Old Leeds Lane.

Cherokee Bend development itself began up the hill on Old Leeds Lane, above those streets, near the driveway to the Blount estate. Stones from the Davis barn were used to build an entrance column, with a bronze plaque inscribed "Cherokee Bend 1964". A ribbon-cutting ceremony was held at that column, as pictured, but the stone column

(continued on page 12)



Map with Cherokee Bend Outlined.

(Cherokee Bend continued from page 11)

was later removed. Ham Perkins took the bronze plaque to his home and garden fence, where it hangs today.

The naming of the streets for Civil War battles was done by Betty and Jerry Drennen combined with the interest in military history possessed by Annapolis graduate, Ham Perkins. The McElwain iron works certainly provided adequate association with the Civil War, especially since the loss of the Battle of Shiloh had been the incentive for McElwain's move from Mississippi.

Two prominent streets were exceptions to that original naming scheme, namely Old Leeds Lane, which was already present, and Stone River Road. On the area blueprints dated 1963, Stone River Road was named Monarch Avenue. The reason for that name was the original plan to build a bridge across Shades Creek where that street would have entered the pre-existing Birmingham city street named Monarch, in the Mountain Dale section. When the Birmingham City Council refused to allow footing of the bridge on the Birmingham side of Shades Creek, the bridge location was moved nearby to the end of Shiloh Drive, where Birmingham allowed footing to enter Groover Street.

This opened a second traffic access to Cherokee Bend. Monarch Avenue was renamed Stone River Road, and it dead-ends on the north end at Shades Creek. For several years prior to that Shiloh Drive bridge, the homeowners, firetrucks, and ambulances had only one access to the whole development, and that was Old Leeds Lane. It is possible that Old Leeds Lane follows an old road used by the iron works for delivery of fuel to the top of the furnace bloomer, and was later used as a bridle trail.

As years passed, additional connecting access roads included the upper, south, end of Stone River Road, joined Old Leeds Road and Sharpsburg Drive, which joined Scenic View Drive in Irondale.

Robert Jemison, Jr. had been developing Mountain

Brook since the late 1920's, and certainly had been aware of this 200-acre tract of land as a possible inclusion. The Mountain Brook Country Club had been part of his earliest plans, so he had been very much aware of the contiguous area. In 1929, portions of the area were known

as Jefferson County Estates. After World War II and the Korean War, expansion of the original Mountain Brook was inevitable.

In dealing with the Mountain Brook city government, the infrastructure and school plans were of primary concern. The initial plans required assurance that there would be adequate property for schools. To assure that the school requirement would be met, Ham Perkins personally bought the property for Cherokee Bend School, and donated it to the city.

The initial plans also called for a small Williamsburg style shopping center. When the time came to consider implementation of that plan, enough citizens opposed the idea of a commercial area to force abandonment of the shopping center plan.

Cross Creek residential subdivision was substituted and developed by Jerry Drennen in the area reserved for the shopping center. The original plans also called for single-family dwellings only; but, as years passed, the Mountain Brook Planning Commission agreed to allow controlled construction of some condominiums and apartments.

The social and economic timing turned out to be nearly perfect in the mid 1960's. There were many young professionals and business executives already living in Birmingham or the suburbs, some of whom were war veterans, and had completed their educations. They had joined the professional and business community, had started young families that were now needing more space; and they were rising in their chosen businesses and professions.

These were the initial homebuyers, lot purchasers, and homebuilders in the new Cherokee Bend. This provided

(continued on page 13)



Cherokee Bend Ribbon Cutting 1964; L to R: Front: John Davis, Ham Perkins, Robert Jemison Jr., Bracw Belcher, Jerry Drennon. Back: Vann Perkins, Charles Zukowski, Sam Burr Top: Felix Drennon, Mel Davis, Ted Holder. Photo Courtesy Mrs. Hamilton Perkins

(Cherokee Bend continued from page 12)

a healthy mix of older Birmingham families and people moving from other cities and states. The early residents formed a community bond like a small town, with parties, sledding in the snow with the children, Christmas-day visits to each other's homes, and other activities which formed lasting friendships, associations and memories. Of the originals, only one person still lives in her home at the present time.

Then came a business bonanza, the Telephone Company! The federal courts had decreed that AT&T ("Ma Bell") was not in compliance with the United States antitrust laws, and it must be broken up into competing smaller companies. As a result, Southern Bell, which was based in Atlanta, was divided in 1968; and a new company, South Central Bell, to be based in Birmingham, would serve Alabama, Mississippi, Louisiana, Tennessee and Kentucky.

The South Central Bell Building was constructed in the heart of downtown Birmingham, and remains one of the iconic downtown high buildings. Hundreds of top level and mid-level telephone executives were transferred from other cities and states. The Birmingham suburbs such as Mountain Brook, Homewood, Vestavia and Hoover offered new home buyers and home builders great opportunities. Cherokee Bend was waiting with open arms.

Other social and economic factors added to the profound changes during the 1960's. The Red Mountain Expressway, the rapid development of The University of Alabama at Birmingham, the building of Baptist Medical Center Montclair, and the civil rights disturbances all had positive impacts on "Over-The-Mountain" development.

An estimated that 400 houses were built in Cherokee Bend during the first ten years. The original residents humorously called it "The Telephone Company Ghetto", because so many of the new employees of South Central Bell bought or built homes there.

Cherokee Bend Elementary School was built in 1969 on the land donated by Mr. Ham Perkins. At the present time, it enrolls students from Kindergarten through grade 6. Students are assigned to the various Mountain Brook

schools by the School Board depending upon need, desires of the parents, and availability.

There is no political boundary related to school districts, except the boundaries of the City of Mountain Brook itself. As the years have passed, areas outside of the original

Cherokee Bend developed, and, as mentioned previously, names such as CHEROKEE BEND SOUTH used.

Some homes built in Irondale, contiguous to the Mountain Brook city limits, are outside of Mountain Brook and are not eligible to use Cherokee Bend Elementary School. Likewise, assignment of a child to Cherokee Bend School does not necessarily designate that their home is in Cherokee Bend.

The development of Cherokee Bend has occupied a unique period in the land that it occupies. The land was dense virgin forest in "Shades of Death" Shades Valley before becoming an important Civil War site. Later it was an undeveloped recreational area for equestrian activity, and a hardwood reserve for a lumber company. Finally, it is a prestigious residential area, familiar to many people who call it home, or fondly recall happy childhoods when they grew up there.

The author was a resident of Cherokee Bend from 1965 until 2008, and wishes to thank the following other sources for this article:

The Perkins family: Mrs. Ham "Marge" Perkins; son, Charles Perkins; Ham's sister, Carol Perkins Poyner; and many personal conversations by this author with the late Ham Perkins.

Interview in depth with Betty Drennen, wife of the late Jerry Drennen.

Sources: Birmingham Public Library staff and Birmingham News files.

The Mountain Brook City Administration staff (Janet Forbes and Dana Hazen).

"A History of Mountain Brook Alabama" by Marilyn Davis Barefield.

The late Dr. Joseph Appleton by interview.

"Descendants of Wallace Scott McElwain" by Linda Coulter.

Wikipedia.



Creation of an AGZA Green Zone
Proposal for the City of Mountain Brook, AL
 May 8, 2019 Draft

The American Green Zone Alliance (AGZA) and Quiet Communities (QC) are pleased to submit this proposal to the Town of Mountain Brook to:

- Initiate an AGZA Green Zone® program - complete with impact metrics
- Professionally train and certify municipal staff as AGZA Certified Service Pros

Gas powered lawn and garden equipment accounts for substantial amounts of air pollution, noise and waste. Transitioning to battery electric equipment (including leaf blowers) would result in substantial reductions in emissions, noise, and chemical and solid waste benefitting the health of workers, the public, and the environment.

An AGZA Green Zone is a property certified in using zero-emissions, low noise tools -- battery electric and manual -- for all routine maintenance activities. The proposed project would create an initial AGZA Green Zone at a selected property, e.g., Jemison Park/Trail. This will allow Mountain Brook to lead by example in the state and region, and provide the means to demonstrate and communicate the health, environmental and economic benefits of zero emissions, low noise maintenance.

1. AGZA Green Zone Program Initiation

AGZA and QC will work closely with Mountain Brook's leaders and Department of Public Works to determine the site of the first AGZA Green Zone. A structured five phase process will be implemented:

Phase	Description
1	Evaluation of the property and grounds maintenance operations - including impact assessment
2	Selection of equipment and battery bank to maximize work productivity and ROI
3	Education and training in operation, storage, and handling of the equipment to ensure aesthetic quality and work productivity
4	Implementation of routine maintenance with battery electric equipment
5	Certification of workers and property; ribbon cutting ceremony is optional

Deliverables: A Sustainability Impact Report to demonstrate baseline impacts of gas-powered maintenance activities and the reductions in impacts as the property transitions to zero emissions, low noise equipment.

2. Professional Certification

Assuming the City contracts for the workshop and Green Zone Program, municipal workers will have access to the AGZA Service Pro Certification Online: a 15-lesson professional certification program providing education and training in basic aspects of battery electric landscape maintenance. Access will be provided during the time over which the project takes place and for a reasonable period beyond, free of charge.

Fees and Expenses

Fees for the proposal components are listed below. Out-of-pocket costs such as expenses for travel, printing/copying will be charged at cost.

Component	Fees	Costs Not Included
AGZA Green Zone at initial property	\$7,800	Equipment, ceremonies, signage, out-of-pocket travel, printing, etc.
AGZA Service Pro Certification	\$0 when added to AGZA Green Zone	NA

Terms

Payment should be made as follows (net 30 days):

- 50% upon acceptance
- 25% plus out-of-pocket expenses upon completion of the workshop
- 25% plus out-of-pocket expenses upon delivery of the Sustainability Impact Report and Progress Report

Please remit payments to Quiet Communities, Inc., PO Box 533, Lincoln, MA 01773. The EIN for Quiet Communities is 46-2893296.

An authorized signature below indicates agreement to accept this proposal and adhere to its payment schedule and terms.

 Stewart Welch, Mayor
 City of Mountain Brook

Date _____

 Jamie Banks, Executive Director
 Quiet Communities, Inc.

Date _____

