

**Vestavia Hills
City Council Agenda
December 28, 2016
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – George Pierce
4. Pledge Of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director/City Treasurer
9. Approval of Minutes – November 21, 2016 (Work Session), December 2-3, 2016 (Work Session), December 8-9, 2016 (Planning Work Session) and December 12, 2016 (Regular Meeting)

Old Business

10. Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver An Agreement With LED Solutions For Whiteway Lighting In The Right-Of-Way Of Highway 31 (*public hearing*)
11. Ordinance Number 2373-B – An Ordinance Granting A Conditional Use Approval For Automotive Sales, Automotive Services- Major And Minor, Including Mechanical And Collision Repair For 1476 Montgomery Highway For An Additional 18-Month Period; Anthony F. And Margaret Serra, Owners; Alton Parker, Representing (*public hearing*)
12. Ordinance Number 2688 – Rezoning – 3253 And 3257 Cahaba Heights Road And 3240 Pipe Line Road; Rezone From Vestavia Hills R-4 (Residential District) To Vestavia Hills B-2 (Business District); Helen And John Mills, Owners (*public hearing*)
13. Ordinance Number 2689 – Rezoning – 3118 Pine Tree Drive; Lots 38 & 39, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills O-1 (Office District); June Pryor, Owner (*public hearing*)
14. Ordinance Number 2690 – Rezoning – 2053 Columbiana Road; Lot 1, Resurvey Of Lot 9, Resurvey Of Shady Rock; Rezone From Vestavia Hills O-1 (Office District) To Vestavia Hills INST (Institutional District); Shades Mountain Baptist Church, Owner
15. Ordinance Number 2691 – Annexation – 90-Day Final – Former Berry High School Campus; Vestavia Hills Board of Education, Owners (*public hearing*)

New Business

16. Resolution Number 4910 - A Resolution To Declare Certain Personal Property As Surplus And Direct The Sale/Disposal Of Said Property
17. Resolution Number 4911 – A Resolution Authorizing The Mayor And City Manager To Execute And Deliver An Agreement For Project No. HPP-TAPBH-A124() Pedestrian Walkway Over US-31 Near City Hall, City Of Vestavia Hills - Jefferson County

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

18. Resolution Number 4912 - A Resolution Authorizing The City Manager To Execute And Deliver All Documents Necessary To Construct A Mile Of Single Track Trails In McCallum Park And To Accept A Quote For Said Construction (*public hearing*)
19. Resolution Number 4913 – A Resolution Accepting A Bid For The Willoughby Road Sidewalk Project And Authorizing The City Manager To Fund And Execute All Documents Necessary To Secure Said Construction (*public hearing*)
20. Citizen Comments
21. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

NOVEMBER 21, 2016

The City Council of Vestavia Hills met in regular work session on this date at 6:00 PM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the City Clerk checked the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul J. Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Jim St. John, Fire Chief
Terry Ray, Asst. Fire Chief
Marvin Green, Asst. Fire Chief
Dan Rary, Police Chief
Christopher Brady, City Engineer
Donald Harwell, BJCTA Board

The Mayor called the Work Session to order.

The Mayor welcomed Cheryl Cobb and announced that he had appointed her as the newest member to the Planning and Zoning Commission to serve as his proxy.

Donald Harwell, BJCTA representative for Vestavia Hills, introduced Barbara Murdock, BJCTA Executive Director. He also highlighted their budget and indicated that 45% is funded from local municipalities with 90% of that being from Birmingham. Approximately 28% is funded by the Federal Government, 16% from ad valorem from the County, 5% from the sale of alcohol and 6% from fair box collections. He stated that Vestavia Hills pays \$94,000 of the local share and was happy to report that Vestavia Hills was one of only two cities that have paid for the year.

Mr. Downes introduced John Michael Bodnar. He explained that Mr. Bodnar and Bob Armstrong have formed a partnership for a retail site to be constructed on the Armstrong property in Cahaba Heights with a Martin's Barbeque as an anchor tenant. He stated that the property has been zoned for the business and it's beginning to move forward.

Mr. Bodnar gave a presentation of his proposal of a 6,250 square-foot development on 4-acres. He showed the projected sales figures, incomes, etc. from the project but indicated that the site has issues with development.

Mr. Downes stated that he will forward the Performa to the Council and with the extraordinary site development costs; there will be a request for incentives. He also pointed out that this is a key location and could be a development catalyst and a gateway to incorporate the creek which traverses Cahaba Heights.

Patrick Boone gave the Council a briefing on the process of rezoning. He highlighted the Council's responsibility in zoning requests, the factors a Council should consider in processing zoning requests, etc. He explained the Council's authority to rezone based upon the health, safety, morals and welfare of the Community and then explained the "fairly debatable" rule. He explained the steps of zoning which include: application, recommendation from the Planning and Zoning Commission, the City Council's adoption of an ordinance and the appeal process. He gave examples of "arbitrary and capricious" and explained the process the Courts use when rezoning appeals are before them.

Mr. Downes gave updates and explained to the Council the following issues that are either current or forthcoming:

- Willoughby Sidewalks project. Discussion ensued about other projected projects, if this one should be delayed, areas of other proposed sidewalks and the proposed closing of Central School.
- Uses of the Action Center to allow residents to report abuse of the water emergency restrictions that will be implemented on the 28th of November.
- Update on the recent crime activity at local motels of the City and police efforts to combat them.

There being no further business the work session adjourned at 8:25 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

DECEMBER 2, 2016

The City Council of Vestavia Hills met in special work session on this date at 8:30 AM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul J. Head, Councilor
George Pierce, Councilor

The Mayor called the Work Session to order. The following applicants were individually interviewed.

Library Board:

- Patrick Dewees
- Gregory K. Laughlin
- Jeremy S. Hazelton
- David O'Dell
- Ashley Tucker Hicks

Park and Recreation Board:

- Ryan Ferris
- Dory Baker
- Carey Davis
- Marc Wendorf
- Kirk McCulley

The Work Session adjourned at 2:40 PM, scheduled to resume on Monday, December 5, 2016 at 8:30 AM.

WORK SESSION - RESUMED

The City Council of Vestavia Hills met in special work session on December 5, 2016 at 8:30 AM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul J. Head, Councilor
George Pierce, Councilor

The Mayor called the work session to order and the interviews resumed.

- Elise Bodenheimer
- Kight Jones
- John G. Dana
- David Butler
- Efrain Horta
- Greg Cherry
- Louis Scott Barnes

Following the interviews, discussion ensued as to the qualifications of the candidates.

There being no further discussion, work session adjourned at 12:30 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
CITY COUNCIL
MINUTES
PLANNING WORK SESSION
DECEMBER 8, 2016

The City Council of Vestavia Hills met in a special planning work session on this date at 8:30 AM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul J. Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
Darrin Estes, IT Director
Jim St. John, Fire Chief
Dan Rary, Police Chief
Mark Salter, Fleet Manager
Taneisha Tucker, Library Director
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Lori Beth Kearley, Asst. City Engineer
Jason Hardin, Police Captain
Kevin York, Police Captain

The City Manager discussed the financial policies of the City at length. He presented information supplementing his discussion of the financial condition of the City including the projected surplus for the end of fiscal year 2016, the new businesses opening in the next year and projects of the near future.

Each Department Head briefed the Council on the mission, functions and services of each department.

Updates and presentations were given to the Council and Department Heads:

- Ike Pigott, Positive Position Media
- Zeekee – Briefing on Current Scope of Work and Efforts

There being no further business, the work session recessed until Friday, December 9, 2016 at 8:00 AM.

PLANNING WORK SESSION - RESUMED

The City Council of Vestavia Hills met in a special work session on December 9, 2016 at 8:00 AM following posting/publication as required by Alabama law. The Mayor called the meeting to order and the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul J. Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Jim St. John, Fire Chief
Dan Rary, Police Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer

The Mayor called the planning work session to order.

Mr. Downes reviewed the City's debt and capital funding along with the assistance of Chris Williams, Rice Advisory and Heyward Hosch, Maynard, Cooper & Gale. He explained the City's current debt, debt capacity, rating, factors that affect rating, etc. Mr. Williams and Mr. Hosch also explained the debt ratio, amortization of debt, etc.

Mr. Downes reviewed the following projects:

- Cahaba River Road
- Cahaba Beach Road
- Sicard Hollow Road
- Massey Road
- Liberty Park Pedestrian Tunnel
- SHAC Phase II
- Old AVCC Western Entrance
- Acton Road – APPLE Grant
- Crosshaven Drive – APPLE Grant
- Cahaba Heights Ball Field Planning

EXECUTIVE SESSION

Mayor Curry explained that the Council needed to go into Executive Session to discuss the purchase/sale or property and economic development information for an estimated 120 minutes. He indicated that Mr. Boone has opined that this is a reason that this body can enter into executive session. He opened the floor for a motion:

MOTION Motion to move into Executive Session for a period of approximately 120 minutes to discuss the purchase/sale or property and economic development information was by Mrs. Cook and second was by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

The Council entered into Executive Session at 2:11 PM. At 3:38 PM, the Council exited from Executive Session and Mayor Curry called the planning work session back to order.

There being no further discussion, work session adjourned at 3:40 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

DECEMBER 12, 2016

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
Kimberly Cook, Councilor
Paul Head, Councilor
George Pierce, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Dan Rary, Police Chief
Kevin York, Police Captain
Jim St. John, Fire Chief
Terry Ray, Deputy Fire Chief
Marvin Green, Deputy Fire Chief
Christopher Brady, City Engineer
Melvin Turner, Finance Director
George Sawaya, Asst. City Treasurer

Invocation was given by Jim St. John, Vestavia Hills Fire Chief, followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- None.

CITY MANAGER'S REPORT

- Mr. Downes stated that there have been a series of public meetings to discuss the comprehensive plan for community spaces. There was a discussion also in last week's retreat. Over the weekend, there was some speculation over a proposed purchase of the Gold's Gym, concerns that the purchase could cost some people their jobs as well as compromise the health of members. He stated that Gold's Gym is currently a tenant of that building. Their lease extends to 2021. Also, there is another tenant in the building, which has a lease that expires next year. As the Council deliberates this purchase, all of these factors will be considered. He indicated they have had conversations with the real estate executives of Gold's and that those will continue.
- Administrative offices will be closed on the Friday and Mondays of Christmas and New Year's in observance of the holidays.

COUNCILORS' REPORTS

- Mrs. Cook announced the regular Board of Education Board meeting to be held on December 14, 2016 with a work session immediately preceding that meeting. She stated that she understands there will be a facilities update at both the work session and the meeting.
- Mr. Pierce stated that the Holiday in the Hills celebration has been continuing with the tree lighting, the Breakfast with Santa and the parade. He urged everyone to shop in Vestavia Hills.
- Mr. Weaver stated that the Planning and Zoning Commission met recently and approved a few new plats. There was a requested rezoning for a proposed Slice Pizza restaurant on Timberlake Road, which will be coming before the Council soon.
- Mr. Head stated that they concluded three town hall meetings for the new Community Spaces plan and they received great, positive feedback. There is a work session at 11:30 AM on Wednesday with lots of issues being discussed.

FINANCIAL REPORTS

Mr. Turner presented the financial reports for the fiscal year ending October 2016. He read and explained the balances.

Mr. Sawaya presented the financial reports from October 2016. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the November 28, 2016 (Regular Meeting) was presented for approval: .

MOTION Motion to dispense with the reading of the minutes of November 28, 2016 (Regular Meeting) and approve them as presented was by Mrs. Cook and second by Mr. Head. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4906

Resolution Number 4906 – A Resolution Authorizing The Mayor And City Manager To Appropriate Funding And To Execute And Deliver An Agreement With LED Solutions For Whiteway Lighting In The Right-Of-Way Of Highway 31

Brian Davis stated that he and Mr. Downes met with representatives of LED Solutions and they are still deliberating some proposed changes. He stated that they wish to have the changes in the agreement before proceeding through the Council, so he asked that this be postponed until December 28, 2016 at the next regular meeting.

Mr. Pierce asked about the number of fixtures. Mr. Davis stated that there are 120 fixtures and that’s the number to be replaced. Discussion ensued.

MOTION Motion to postpone Resolution Number 4906 to the December 28 meeting was by Mr. Weaver and second was by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4907

Resolution Number 4907 - A Resolution Approving An 020 – Restaurant Retail Liquor License For Taco Tech Corp D/B/A Taco Tech; I Kadek Sudarsana, Executive

Chief Rary indicated there were no problems found with this request.

Kadek Sudarsana, owner, stated that this is a new restaurant in Dolly Creek Station. The request is for full restaurant liquor.

Mr. Pierce asked about training of employees.

Mr. Sudarsana stated that this is his third restaurant and he trains his employees and also puts them through the ABC training.

Mr. Weaver asked if there is a separate bar.

Mr. Sudarsana stated that the liquor is only served with food service.

MOTION Motion to approve Resolution Number 4907 was by Mr. Pierce and second was by Mr. Head.

The Mayor opened the floor for a public hearing.

There being no one to address the Council, the Mayor closed the public hearing and called for the question.

Mrs. Cook – yes

Mr. Head – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 4908

Resolution Number 4908 - A Resolution Appointing A Member To The Vestavia Hills Library Board

MOTION Motion to approve Resolution Number 4908 was by Mr. Weaver and second was by Mrs. Cook.

Mayor Curry, as liaison to the Library Board, passed the gavel to Mayor Pro-Tem Weaver in order to make a motion.

The Mayor indicated that they had had several great candidates for the Library Board. He stated that following all of the interviews, he is recommending the reappointment of Ashley Tucker Hicks.

MOTION Motion to amend Resolution Number 4908 to insert the name of Ashley Hicks was by Mayor Curry and second was by Mr. Pierce.

Mrs. Cook stated that there were 5 candidates and she believes they were all well-qualified and willing to work for the community. She stated that, as a person who has previously applied for a Board, a person is really putting himself out there when he applies and interviews. She stated that it is a delicate situation to not be able to deliberate or come to a consensus before this meeting. She stated that Mrs. Hicks is a tremendous asset to the Board, a teacher and highly qualified. However, the purpose of the Board is to provide service to the Library and to make decisions on library policies. Her concern about reappointing an existing member is that there is no one from Cahaba Heights or Liberty Park on the Library Board and there were highly qualified candidates from those areas of the City. She stated that there have been programs begun for satellite library services, one of them being PALS, to serve those areas of our City, but none have been able to survive because of lack of support from the Board. She stated that she would like to nominate Greg Laughlin to the Board.

Discussion ensued as to the number of well-qualified candidates. The Mayor stated that they would follow up with the other candidates to get them to participate in the Board, the Foundation and the Friends of the Library. He indicated it isn't the normal precedence to make reappointments, but he believes that Mrs. Hicks has been so intrinsically involved with the Board that she should continue in those endeavors.

Mr. Head stated that this Council has been together a month and this is their first Board appointment. He stated that he believes there needs to be a compelling reason to reappoint someone. He also stated that he is inclined to appoint the best person.

Mr. Pierce explained the thoughts and actions of the Council in designing and operating the new Library. He stated that Mrs. Hicks works in the schools and can draw a correlation between the schools and the library. He reminded the Council that they are elected at-large and they represent everyone and a person's area of residence shouldn't be a concern.

Mr. Weaver stated that he was surprised to see the caliber of people in those interviews; including the passion these people have for the Library and for serving the public. He stated that they blew him away. This is a difficult decision because Mr. Laughlin and Mrs. Hicks are both wonderful individuals.

Mrs. Cook stated that she believes there are no compelling reasons to do a reappointment.

There being no further discussion, the Mayor Pro-Tem indicated that there is a motion on the table and called for the vote for the proposed amendment. Roll call vote as follows:

Mrs. Cook – no	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

There being no further discussion, the Mayor Pro-Tem called for the question.

Mrs. Cook – no	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

The Mayor Pro-Tem passed the gavel back to the Mayor.

RESOLUTION NUMBER 4909

Resolution Number 4909 – A Resolution Appointing A Member To The Vestavia Hills Parks And Recreation Board

MOTION Motion to approve Resolution Number 4909 was by Mr. Weaver and second was by Mr. Pierce.

MOTION Motion to amend Resolution Number 4908 to insert the name of Kirk McCulley was by Mr. Head and second was by Mr. Weaver.

Mr. Pierce stated that all the applicants were wonderful and each could provide a certain skill set they need to enhance these Boards.

Mrs. Cook stated that there was so many great skill sets in the interviews and that the current President and President-Elect of the Parks and Recreation Board were present to provide information to the candidates about the demands of the position and to hear the interviews. She stated that she would like to see participation continue to increase as the program continues to evolve. She stated she anticipates there will be additional ways for people to serve as the Community Spaces Committee expands and develops sub-committees to handle various aspects of the plan.

Mr. Weaver also echoed they were all qualified. Some had kids in the programs and some did not and there's a lot going on in terms of growth in this area. He asked that all of the applicants take opportunities to serve on various committees.

Mr. Head stated that there need to be discussions about expanding the Board because of all of the things happening with the programs. There will be some studies toward possibly amending the Ordinance to see about changing the membership number of the Board. He stated that there will be further discussion of that topic in the near future.

Roll call vote on the amendment as follows:

Mrs. Cook – yes	Mr. Head – yes
Mr. Pierce – yes	Mr. Weaver – yes
Mayor Curry – yes	Motion carried.

The Mayor called for the question.

Mrs. Cook – yes
Mr. Pierce – yes
Mayor Curry – yes
Mr. Head – yes
Mr. Weaver – yes
Motion carried.

NEW BUSINESS (UNANIMOUS CONSENT REQUESTED)

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council’s next regular meeting on December 28, 2016 at 6:00 PM.

- Ordinance Number 2373-B – An Ordinance Granting A Conditional Use Approval For Automotive Sales, Automotive Services- Major And Minor, Including Mechanical And Collision Repair For 1476 Montgomery Highway For An Additional 18-Month Period; Anthony F. And Margaret Serra, Owners, Alton Parker, Representing
- Ordinance Number 2688 – Rezoning – 3253 And 3257 Cahaba Heights Road And 3240 Pipe Line Road; Rezone From Vestavia Hills R-4 (Residential District) To Vestavia Hills B-2 (Business District); Helen And John Mills, Owners
- Ordinance Number 2689 – Rezoning – 3118 Pinetree Drive; Lots 38 & 39, Topfield Subdivision; Rezone From Vestavia Hills R-1 (Residential District) To Vestavia Hills O-1 (Office District); June Pryor, Owner
- Ordinance Number 2690 – Rezoning – 2053 Columbiana Road; Lot 1, Resurvey Of Lot 9, Resurvey Of Shady Rock; Rezone From Vestaiva Hills O-1 (Office District) To Vestavia Hills INST (Institutional District); Shades Mountain Baptist Church, Owner

CITIZEN COMMENTS

Donald Harwell, 1357 Willoughby Road, stated that the Financial Reports sounded good, but Mr. Turner had made it sound like the City made a huge payment into the debt service. The City owes so much, it was a very small payment.

Pat Dewees, 3438 Asbury Park Place, stated that he was one of the applicants for the Library Board and congratulated Mrs. Hicks on the reappointment. He urged the Library not to move or remove books based on certain issues.

Mayor Curry encouraged Mr. Dewees to get involved in the Friends of the Library and stated that his electronic expertise would be an asset to that program.

At 7:00 PM, Mr. Weaver made a motion to adjourn; seconded by Mr. Pierce.
Meeting adjourned at 7:01 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4906

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROPRIATE FUNDING AND TO EXECUTE AND DELIVER AN AGREEMENT WITH LED SOLUTIONS FOR WHITEWAY LIGHTING IN THE RIGHT-OF-WAY OF HIGHWAY 31

WHEREAS, the Vestavia Hills Public Services Department researched options to upgrade the lights on the right-of-way of Highway 31; and

WHEREAS, the Public Services Director, in a memorandum to the City Manager, indicated said need, along with a listing of the expected expenditures, a copy of which is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4906 as if written fully therein; and

WHEREAS, the City Manager has reviewed said request and recommended approval; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to approve the request as presented.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and City Manager are hereby authorized to expend an amount not to exceed \$190,000.00 as detailed in the attached “Exhibit A”; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with LED Solutions to upgrade the lights on the right-of-way of Highway 31; and
3. A copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4906 as if written fully therein; and
4. This Resolution Number 4906 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**Vestavia Hills Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216**

INTEROFFICE MEMO

Date: November 21, 2016

TO: Jeff Downes
City Manager

From: Brian Davis
Public Service Director

RE: Whiteway Lighting

As you are well aware, we have been researching options to upgrade the lights on the right of way of Highway 31. There are 120 lights that would be upgraded from 400 watt metal halide to LED. There are also additional wiring that needs to be replaced and upgraded to correct some ongoing maintenance issues.

A request for proposals was sent out September 19, to be received on October 11. A pre-proposal meeting was held on September 28, and five companies attended the meeting. Four of the five companies submitted proposals (2 of them were no-bid). LED Solutions and Innovis Lighting submitted actual numbers with their proposals.

Christopher Brady and I met with both companies and discussed all aspects of their proposals to make sure we were comparing the same things, as well as meeting all the regulations of ALDOT and Alabama Power. Both companies did meet everything that we are looking for in the upgrade.

LED Solutions proposal was about \$20k less than Innovis Lighting. I asked LED Solutions to submit a sample contract that would meet the requirements for a Guaranteed Energy Savings Contract. They have submitted the attached as a sample starting point.

We are still waiting for ALDOT to ensure the type of LED light proposed meets their standards. We would like to place this for a first and second reading of the City Council at the earliest possible time.

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

December 21, 2016

By Hand Delivery

City Clerk Rebecca Leavings
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Resolution Number 4906—Guaranteed Energy Cost Savings Contract By and Between LED Solutions, LLC and Central/Long-McGehee Electrical Co., Inc., as Contractor, and the City of Vestavia Hills, as Owner

Dear Becky:

Resolution Number 4906 proposing a Guaranteed Energy Cost Savings Contract by and between LED Solutions, LLC and Central/Long-McGehee Electrical Co., Inc., as Contractor, and the City of Vestavia Hills, Alabama, as Owner, is scheduled to be considered by the Vestavia Hills City Council at its meeting on Wednesday, December 28, 2016, at 6:00 p.m.

On December 19, 2016, a meeting was held at City Hall by and among Jeff Kaufman, Robert Jones, Brian Davis and me for the purpose of reviewing the contract documents. Jeff Kaufman furnished me with a revised copy of the contract AIA Document A201-2007 the following day by electronic mail.

I. MODIFICATIONS

I have made the following modifications to the contract documents:

- A. I corrected the name and address of the City on page 1.
- B. I spelled out the contract price in words in Article 4.1.
- C. I added the requirement of Title 39-1-1(f), *Code of Alabama, 1975*, to section 5.1.2.
- D. I corrected the name of the City in section 6.1 and 8.3.
- E. I added the words “attached hereto” to section 9.1.4.
- F. I added the words “with coverages and limits described in Supplemental and Special Conditions to Article 10.

December 21, 2016

Page 2

G. I added the name "Central/Long-McGehee Electrical Co., Inc." to the Performance Bond.

H. I added the name "Central/Long-McGehee Electrical Co., Inc." to the Payment Bond.

I. I changed the name LED Solutions, LLC to "Contractor" in the Supplementary and Special Conditions since both LED Solutions, LLC and Central/Long-McGehee Electrical Co., Inc. will be the Contractor in this transaction.

II. MY RECOMMENDATIONS

A. Section 8.6 of the contract provides that "Contractor" represents and warrants that "the equipment, fixtures and lighting as described in Proposal and marked as Exhibit A meets any and all requirements of the Alabama Department of Transportation" ("ALDOT").

Section 9.1.3 also provides that an approval letter from ALDOT will be a part of the contract.

It is my understanding that ALDOT has agreed to furnish the required letter. That letter may be written to City Manager Jeff Downes or possibly to Jeff Kaufman of LED Solutions, LLC.

In any event, I recommend that the letter from ALDOT be attached to the contract documents and marked as Exhibit B.

B. I do not recommend that Resolution Number 4906 be put on the Agenda or voted upon by the City Council unless and until the ALDOT letter is received and attached to the contract as Exhibit B.

Please call me if you have any questions regarding this very important matter.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosures

cc: City Manager Jeff Downes (w/o encls.-by hand)
Brian Davis (w/o encls.-by hand)
Jeff Kaufman (w/encls.-by hand)



Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 29th day of Dec in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Vestavia Hills
~~512 Montgomery Highway~~
~~Vestavia, AL 35216~~
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

and the Contractor:
(Name, legal status, address and other information)

LED Solutions LLC Central/Long-McGehee Electric Co., Inc
120 Applegate Court Robert Slaton, AL GC License #15474
Pelham, AL 35124 PO Box 70218
Montgomery, AL 36107
1058 Hearn Street
Montgomery, AL 36104 36107-0218

for the following Project:
(Name, location and detailed description)

City of Vestavia Hills Street Lights-Highway 31
Vestavia, AL 35216
~~xxxxxxx~~ Hills, AL 35216

The Architect: NONE
(Name, legal status, address and other information)

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.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.
LED Solutions LLC will install 120 street lights on Highway 31, Vestavia, Alabama and complete electrical work to maintain all street lights are in working order all in accordance with specifications page attached hereto.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

No later than ten days after contractor receives notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (120) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents. **(\$ 190,000.00) One Hundred Ninety Thousand Dollars**

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

- 25% down payment at contract signing
- 70% upon completion
- 5% after 30 day posted notice

advertisement as required by Title 39-1-1(f),

Code of Alabama, 1975.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

Init.

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and after advertisement as required by Title 39-1-1 (f) Code of Alabama 1975.
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Christopher Brady
City of Vestavia Hills
1032 Montgomery HWY
Vestavia Hills, AL 35216

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

% NA

§ 8.3 The Owner’s representative:
(Name, address and other information)

Brian Davis
City of Vestavia Hills
1032 Montgomery HWY
Vestavia Hills, AL 35216

§ 8.4 The Contractor’s representative:
(Name, address and other information) Jeff Kaufman
102 Applegate Court
Pelham, AL 35124-2942

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions: Contractor represents and warrants that the equipment, fixtures and lighting, as described in proposal and marked as Exhibit A, meets any and all requirements of the Alabama Department of Transportation.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Letter from city attorney Letter from ALDOT	Supplementary & special conditions Approval Letter	12/9/16	4

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Attached hereto

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, **with coverages and limits described in Supplemental and Special Conditions.** *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

This Agreement entered into as of the day and year first written above.

LED Solutions, LLC

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

By: _____
(Printed name and title)

Central/Long-McGehee Electric Co., Inc.

CONTRACTOR (Signature)

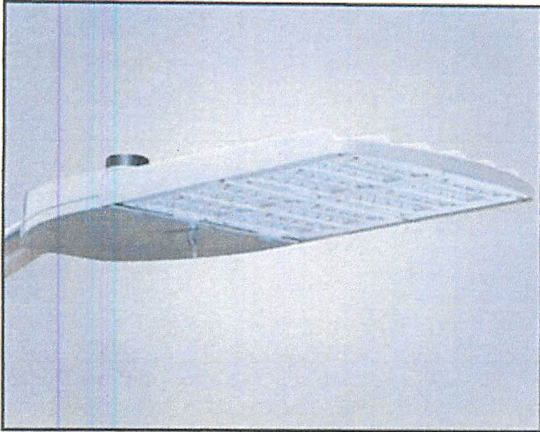
By: _____
(Printed name and title)



Consistent with LEED® goals
& Green Globes™ criteria
for light pollution reduction

Autobahn Series ATB2 Roadway Lighting

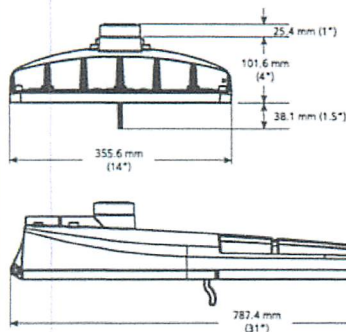
PRODUCT OVERVIEW



Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the ATB2 is 0.78 sq. ft.,
Approx. Wt. = 21 lbs. (9.53 kg)

Features:

OPTICAL

Same Light: Performance is comparable to 250-400W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70CRI minimum or optional 5000K, 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available in Type II, III, IV, & V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an average of 40-60% over comparable HPS platforms.

Robust Surge Protection: Three different surge protection options provide a minimum of IEEE/ANSI C62.41 Category C (10kV/5kA) protection. 20kV/10kA protection is also available.

MECHANICAL

Easy to Maintain: Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 1000 hours exposure to salt fog chamber (operated per ASTM B117) Optional Enhanced Corrosion Resistant finish (CR) increases the salt spray exposure to 5000 hours.

Four-bolt mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter and provides a 3G vibration rating per ANSI C136.

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 Pin photocontrol receptacle is standard, with the Acuity designed ANSI 5 Pin and 7 Pin receptacles optionally available.

Premium solid state locking sale photocontrol - PCSS (10 year rated life). Extreme long life sold state locking style photocontrol - PCLL (20 year rated life).

Mult-level dimming available to provide scheduled dimming as specified by the customer.

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and can also allow a single fixture to be flexibly applied in many different applications.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Rated for -40°C to 40°C ambient.

CSA Certified to U.S. and Canadian standards

Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Autobahn Series ATB2

Roadway Lighting

ORDERING INFORMATION

Example: ATB2 40LEDE70 MVOLT R2

Series	Performance Packages	Voltage	Optics
ATB2 Autobahn LED Roadway	40BLEDE70 40B Chips, 700mA Driver 40BLEDE10 40B Chips, 1050mA Driver 40BLEDE13 40B Chips, 1300mA Driver 40BLEDE15¹ 40B Chips, 1500mA Driver 60BLEDE70 60B Chips, 700mA Driver 60BLEDE85 60B Chips, 850mA Driver 60BLEDE10 60B Chips, 1050mA Driver 60BLEDE13 60B Chips, 1300mA Driver 80BLEDE70 80B Chips, 700mA Driver 80BLEDE85 80B Chips, 850mA Driver 80BLEDE10 80B Chips, 1050mA Driver	MVOLT Multi-volt, 120-277V 347 347V 480 480V	R2 Roadway Type II R3 Roadway Type III R4 Roadway Type IV R5 Roadway Type V

Options

Color Temperature (CCT)

- (Blank) 4000K CCT, 70 CRI Min.
- 3K 3000K CCT, 70 CRI Min.
- 5K 5000K CCT, 70 CRI Min.

Paint

- (Blank) Gray (Standard)
- BK Black
- BZ Bronze
- DDB Dark Bronze
- GI Graphite
- WH White

Surge Protection

- Blank Standard 10kV/5kA SPD
- 20 20kV/10KA SPD
- MP¹ MOV Pack
- IL¹ SPD with Indicator Light

Terminal Block

- (Blank) Terminal Block (Standard)
- T2 Wired to L1 & L2 Positions

Misc.

- BL External Bubble Level
- CR Enhanced Corrosion Resistant Finish
- HS House-Side Shield
- NL Nema Label
- XL Not CSA Certified
- HK Hingekeepers

Controls

- (Blank) 3 Pin NEMA Photocontrol Receptacle (Standard)
- P5² 5 Pin Photocontrol Receptacle (Dimmable Driver Included)
- P7² 7 Pin Photocontrol Receptacle (Dimmable Driver Included)
- NR No Photocontrol Receptacle
- AO² Field Adjustable Output
- DM 0V-10V Dimmable Driver (Controls by others)
- ML^{3,4} Multi-Level Dimming
- PCSS¹ Solid State Lighting Photocontrol (120-277V)
- PCLL Solid State Long Life Photocontrol
- SH Shorting Cap

Packaging

- (Blank) Single Unit (Standard)
- JP Job Pack (24/Pallet)

Notes

1. Not available in 347 or 480V.
2. Not available with DM or ML options.
3. Not available with AO, DM, P5 or P7 options.
4. Dimming schedule and light level information required from the customer in order to configure product. Contact Infrastructure Technical Support to proceed.



AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
 www.americanelectriclighting.com
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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
 Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

Autobahn Series ATB2

Roadway Lighting

PERFORMANCE PACKAGE

Performance Package	Drive Current (mA)	Input Watts	Optic	4000K CCT		LLD @ 25°C	
				Delivered Lumens	Efficacy (LPW)	50k Hours	100k Hours
40B	700	91	R2	11266	124	0.98	0.96
	1000	138		15685	114	0.95	0.90
	1300	177		18277	103	0.94	0.88
	1500	204		20590	101	0.91	0.85
	700	91	R3	11160	123	0.98	0.96
	1000	138		15520	112	0.95	0.90
	1300	177		18050	102	0.94	0.88
	1500	204		20036	98	0.91	0.85
	700	91	R4	10775	118	0.98	0.96
	1000	138		15015	109	0.95	0.90
	1300	177		17341	98	0.94	0.88
	1500	204		19458	95	0.91	0.85
	700	91	R5	12097	133	0.98	0.96
	1000	138		16729	121	0.95	0.90
	1300	177		19564	111	0.94	0.88
	1500	204		21678	106	0.91	0.85
60B	700	133	R2	16986	128	0.98	0.96
	850	173		19966	115	0.95	0.90
	1000	208		23710	114	0.95	0.90
	1300	260		27308	105	0.94	0.88
	700	133	R3	17128	129	0.98	0.96
	850	173		20105	116	0.95	0.90
	1000	208		23250	112	0.95	0.90
	1300	260		27477	106	0.94	0.88
	700	133	R4	16516	124	0.98	0.96
	850	173		19429	112	0.95	0.90
	1000	208		22718	109	0.95	0.90
	1300	260		26400	102	0.94	0.88
	700	133	R5	17882	134	0.98	0.96
	850	173		21000	121	0.95	0.90
	1000	208		24673	119	0.95	0.90
	1300	260		28838	111	0.94	0.88
80B	700	180	R2	22528	125	0.98	0.96
	850	224		26394	118	0.95	0.90
	1000	274		30998	113	0.95	0.90
	700	180		R3	22127	123	0.98
	850	224	25955		116	0.95	0.90
	1000	274	30491		111	0.95	0.90
	700	180	R4		21701	121	0.98
	850	224		25350	113	0.95	0.90
	1000	274		29567	108	0.95	0.90
	700	180		R5	23799	132	0.98
	850	224	27851		124	0.95	0.90
	1000	274	32391		118	0.95	0.90

Note: Information shown above is based on 4000K nominal system data. Individual fixture performance may vary. Specifications subject to change without notice.

ATB2 LLD Multiplier	15°C	20°C	25°C	30°C	35°C	40°C
	1.02	1.01	1	0.99	0.97	0.96

To calculate the LLD for a temperature other than 25°C, multiply the LLD @ 25°C (shown in the performance package table) by the LLD multiplier for the selected temperature.



AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
www.americanelectriclighting.com
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Warranty Five-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.



Estimate

LED Solutions, LLC · 120 Applegate Court · Pelham, AL 35124

Name / Address
City of Vestavia Dept of
Public Services
Brian C Davis
1032 Montgomery HWY
Vestavia Hills, AL 35216

Date 12/5/2016
Estimate # 1036Revised
Project Street Lights

Description	Qty	Rate	Total
LED LIGHTING			
AEL#ATB260LED10480R3NLNR STREET LIGHTS	120	979.76	117,571.20
INSTALLATION			
Install 120 LED lights on existing poles down HWY 31 in Vestavia Hills	120	125.00	15,000.00
SERVICES			
Boring contractor to bore under roadways. Required to be licensed, insured, and bonded boring contractor. Pricing \$ 17.00 per foot 900'	900	17.00	15,300.00
Repair damaged conduits and re-pull wire to dead pole lights	160	90.00	14,400.00
Police escorts blocking traffic \$40.00 per hour 130 hours	130	40.00	5,200.00
Set up fee for boring contractor		4,500.00	4,500.00
Rental for a 60' lift		3,000.00	3,000.00
Line locaters	3	450.00	1,350.00
Disposing of 120 old street lights	120	11.00	1,320.00
INSTALLATION SUPPLIES			
Material needed: Wire, conduit, fusible links in pole bases and fuses		6,750.00	6,750.00
OTHER CHARGES			
Performance Bond		5,608.80	5,608.80

Total \$190,000.00

Price only includes replacing lights and repairing damaged wires. Some pole lights are missing pole base covers and bad transformers for 120 volt, not in quote.



Guaranteed Energy Performance

Currently the City owns and operates 120 Cobra head lights. Power is provided by Alabama Power and charged approximately \$28.00 monthly per fixture. New LED Fixtures provided by LED Solution will be charged approximately \$3.67 per month per fixture. We have attached information from Alabama Power on how they are now charging for LED lighting fixtures

	Per Month per fixture @120	Total Power per month	Total Power Annual
Current Power Charge	\$28.00	\$3360.00	\$40,320.00
New LED Power Charge	\$3.67	\$ 440.00	\$ 5,284.80
Savings			\$35,035.20

Based on the quoted rates from Alabama Power, LED Solution guarantees the project costs will be recovered within 20 years.

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Vestavia/Hills Street Lights-Highway 31

Vestavia, AL 35216
xxxxxxxxxxxxxxxxxxxx

Vestavia Hills, AL 35216

THE OWNER:

(Name, legal status and address)

City of Vestavia Hills

513 Montgomery Highway
xxxxxxxxxxxxxxxxxxxx

1032 Montgomery Highway

Vestavia, AL 35216
xxxxxxxxxxxxxxxxxxxx

Vestavia Hills, AL 35216

THE ARCHITECT:

(Name, legal status and address)

NONE

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.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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User Notes:

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11.1

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1

Arbitration

8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4.1, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of 8.1.2

Date of Substantial Completion, Definition of 8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of 3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

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Material Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

Materials, Hazardous
 10.2.4, 10.3

Materials, Labor, Equipment and
 1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12,
 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2,
 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1,
 14.2.1.2

Means, Methods, Techniques, Sequences and
 Procedures of Construction
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
 2.1.2, 15.2.8

Mediation
 8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
 15.4.1

Minor Changes in the Work
 1.1.1, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS
13

Modifications, Definition of
1.1.1
 Modifications to the Contract
 1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
 10.3.2, 11.3.1

Mutual Responsibility
6.2

Nonconforming Work, Acceptance of
 9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
 2.3.1, 2.4.1, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3,
 9.10.4, 12.2.1

Notice
 2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1,
 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1,
 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

Notice, Written
 2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7,
 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14,
 15.2.8, 15.4.1

Notice of Claims
 3.7.4, 10.2.8, 15.1.2, 15.4

Notice of Testing and Inspections
 13.5.1, 13.5.2

Observations, Contractor's
 3.2, 3.7.4

Occupancy
 2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written
 1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1,
 13.5.2, 14.3.1

OWNER
2

Owner, Definition of
2.1.1

Owner, Information and Services Required of the
 2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
 1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3,
 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4,
 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2,
 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability
 2.2.1, 13.2.2, 14.1.1.4

Owner's Liability Insurance
11.2

Owner's Relationship with Subcontractors
 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
 2.4, 14.2.2

Owner's Right to Clean Up
6.3

Owner's Right to Perform Construction and to Award Separate Contracts
6.1

Owner's Right to Stop the Work
2.3

Owner's Right to Suspend the Work
 14.3

Owner's Right to Terminate the Contract
 14.2

Ownership and Use of Drawings, Specifications and Other Instruments of Service
 1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11.1, 3.17,
 4.2.12, 5.3.1

Partial Occupancy or Use
 9.6.6, 9.9, 11.3.1.5

Patching, Cutting and
3.14, 6.2.5

Patents
 3.17

Payment, Applications for
 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for
 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
 9.10.3, 13.7, 14.1.1.3, 14.2.4

Payment, Failure of
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3.1,
 13.7, 14.2.4, 14.4.3

Payment Bond, Performance Bond and
 7.3.7.4, 9.6.7, 9.10.3, 11.4

Payments, Progress
 9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

PAYMENTS AND COMPLETION
9

Submittals	Tests and Inspections
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3	3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, 13.5
Submittal Schedule	TIME
3.10.2, 3.12.5, 4.2.7	8
Subrogation, Waivers of	Time, Delays and Extensions of
6.1.1, 11.3.7	3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Substantial Completion	Time Limits
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7	2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Substantial Completion, Definition of	Time Limits on Claims
9.8.1	3.7.4, 10.2.8, 13.7, 15.1.2
Substitution of Subcontractors	Title to Work
5.2.3, 5.2.4	9.3.2, 9.3.3
Substitution of Architect	Transmission of Data in Digital Form
4.1.3	1.6
Substitutions of Materials	UNCOVERING AND CORRECTION OF WORK
3.4.2, 3.5, 7.3.8	12
Sub-subcontractor, Definition of	Uncovering of Work
5.1.2	12.1
Subsurface Conditions	Unforeseen Conditions, Concealed or Unknown
3.7.4	3.7.4, 8.3.1, 10.3
Successors and Assigns	Unit Prices
13.2	7.3.3.2, 7.3.4
Superintendent	Use of Documents
3.9, 10.2.6	1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Supervision and Construction Procedures	Use of Site
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3	3.13, 6.1.1, 6.2.1
Surety	Values, Schedule of
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7	9.2, 9.3.1
Surety, Consent of	Waiver of Claims by the Architect
9.10.2, 9.10.3	13.4.2
Surveys	Waiver of Claims by the Contractor
2.2.3	9.10.5, 13.4.2, 15.1.6
Suspension by the Owner for Convenience	Waiver of Claims by the Owner
14.3	9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Suspension of the Work	Waiver of Consequential Damages
5.4.2, 14.3	14.2.4, 15.1.6
Suspension or Termination of the Contract	Waiver of Liens
5.4.1.1, 14	9.10.2, 9.10.4
Taxes	Waivers of Subrogation
3.6, 3.8.2.1, 7.3.7.4	6.1.1, 11.3.7
Termination by the Contractor	Warranty
14.1, 15.1.6	3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Termination by the Owner for Cause	Weather Delays
5.4.1.1, 14.2, 15.1.6	15.1.5.2
Termination by the Owner for Convenience	Work, Definition of
14.4	1.1.3
Termination of the Architect	Written Consent
4.1.3	1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Termination of the Contractor	Written Interpretations
14.2.2	4.2.11, 4.2.12
TERMINATION OR SUSPENSION OF THE CONTRACT	
14	

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ARTICLE 1 GENERAL PROVISIONS**§ 1.1 BASIC DEFINITIONS****§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS NONE

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE NONE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT N/A

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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18

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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ARTICLE 8 TIME**§ 8.1 DEFINITIONS**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding

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§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

OWNER:

THE CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Mayor

By _____
Jeffrey D. Downes
City Manager

CONTRACTOR:

LED SOLUTIONS, LLC
An Alabama Limited Liability Company

By _____
Its _____

CENTRAL/LONG-McGEHEE ELECTRIC CO., INC.
An Alabama Corporation

By _____
Its _____

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SUPPLEMENTARY AND SPECIAL CONDITIONS

Notwithstanding anything contained in the Construction Contract and General Conditions to the Contract to the contrary, the Owner and Contractor agree to add the following terms, provisions and conditions to the Contract and General Conditions:

ONE: PERFORMANCE BOND AND PAYMENT BOND:

A. Before commencing the work, Contractor shall execute and deliver a Performance Bond using AIA Document A312-2010, with penalty equal to one hundred percent (100%) of the amount of the contract price in the amount of One Hundred Ninety Thousand Dollars (\$190,000.00).

B. Before commencing the work, Contractor shall execute and deliver a Payment Bond using AIA Document A312-2010 payable to the City of Vestavia Hills, Alabama executed in the amount of the contract price of One Hundred Ninety Thousand Dollars (\$190,000.00) with the obligation that the Contractor shall promptly make all payments to persons supplying labor, materials or supplies for or in the prosecution of the work provided in the contract and for the payment for reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.

TWO: INDEMNIFICATION AGREEMENT: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and other elected public officials and employees, as Owner, and their agents, employees and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. 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. The City Manager, Mayor, all members of the City Council, servants, agents and employees or representatives of the City (Owner) shall also be indemnities under section 3.18.1 of the General Conditions to the Contract.

THREE: DELETIONS: Sections 10.3.3 and 10.3.6 of the General Conditions are deleted in their entirety.

FOUR. LIMITS OF INSURANCE COVERAGES: The insurance policy limits for the insurance coverages referred to in Article 11 of the General Conditions shall be as follows:

11.1.1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE:

1. Worker's Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating that the Contractor qualifies to pay its own workers' compensation claims.

2. Employer's Liability Insurance limits shall be at least:
 - (a) Bodily Injury by Accident--\$1,000,000 each accident
 - (b) Bodily Injury by Disease--\$1,000,000 each employee

11.1.1. COMMERCIAL GENERAL LIABILITY INSURANCE:

1. Commercial General Liability Insurance ("CGL"), written on an ISO Occurrence Form (current edition of ISO CG 00 01 as of the date of Advertisement of Bids) or equivalent, shall include but need not be limited to coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

<u>Coverage</u>	<u>Limit</u>
(a) General Aggregate	\$2,000,000 per Project
(b) Products, Completed Operations Aggregate	\$2,000,000 per Project
(c) Personal and Advertising Injury	\$1,000,000 per Occurrence
(d) Each Occurrence	\$1,000,000

2. Additional Requirements for Commercial General Liability Insurance:

(a) The policy shall name the Owner, City of Vestavia Hills and its public officials and employees, and its agents, consultants and employees as additional insureds (the "Indemnitees"), and state that this coverage shall be primary insurance for the additional insureds. Evidence that Contractor's insurance is primary with respect to any coverages available to the Indemnitees shall be provided in the form of an endorsement to the Contractor's CGL policy. Evidence that the Indemnitees have been named as additional insureds shall be provided by endorsements equivalent to ISO CG 2010 or CG 2033 and CG 2037.

(b) The policy must include separate per project aggregate limits.

11.1.1. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE:

1. Commercial Business Automobile Liability Insurance shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

2. The policy shall name the Owner, City of Vestavia Hills, Alabama, its public officials and employees, and its agents, consultants and employees as additional insureds.

11.1.1. COMMERCIAL UMBRELLA LIABILITY INSURANCE:

1. Umbrella Liability Insurance shall provide coverage limits excess of the Commercial General Liability, Commercial Business Automobile Liability and the Employers' Liability coverage limits, on a follow-form basis, to satisfy the minimum limits set forth herein.

2. Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- (a) \$5,000,000 per Occurrence
- (b) \$5,000,000 Aggregate.

11.1.1. BUILDER'S RISK INSURANCE: The Builder's Risk Policy shall be provided by the Owner.

11.1.1. SUBCONTRACTOR'S INSURANCE:

1. **Worker's Compensation and Employer's Liability Insurance:** The Contractor shall require each Subcontractor to obtain and maintain statutory Workers' Compensation Insurance and adequate Employer's Liability Insurance covering all employees working on the jobsite.

2. **Liability Insurance:** The Contractor shall require each Subcontractor to obtain and maintain adequate Commercial Liability and Automobile Liability Insurance coverages equal to those of the Prime Contractor. Such coverages shall be in effect at all times that the Subcontractor is performing Work under the Contract.

3. **Enforcement Responsibility:** The Contractor shall have responsibility to enforce its Subcontractors' compliance with these or similar insurance requirements; however, the Contractor, shall, upon request, provide the Owner acceptable evidence of insurance for any Subcontractor.

11.1.1. TERMINATION OF OBLIGATION TO INSURE: Unless otherwise expressly provided in the Contract Documents, the obligation to insure as provided herein shall continue as follows:

1. **Products and Completed Operations,** The obligation to carry Products and Completed Operations coverage shall remain in effect for at least the time period established by applicable state law for bringing actions based on defective construction or design claims.

2. **All Other Insurance.** The obligation to carry their insurance coverages shall remain in effect after the Date(s) of Substantial Completion until such time as all Work required by the Contract Documents is completed. Equal or similar insurance coverages shall remain in effect if, after completion of the Work, the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable returns to the Project to perform warranty or maintenance work pursuant to the terms of the Contract Documents.

FIVE. ADDITIONAL INSUREDS: The Contractor shall cause all of the insurance policy coverages described above to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and

B. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations and/or performance of the work; and

C. The insurance policy coverages shall state that these coverages 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.

SIX. 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.

SEVEN. INDEPENDENT CONTRACTOR: Contractor and its subcontractors are independent contractors for purposes of this Contract. Nothing contained in the Contract shall be construed to mean that said Contractor and its subcontractors are the servants, agents or employees of the City of Vestavia Hills, Alabama.

EIGHT. COMPLIANCE WITH APPLICABLE LAWS: Contractor and its subcontractors shall comply with the provisions of all federal, state and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract between the City and said Contractor.

NINE. GUARANTEE : In accordance with Title 41-16-143(c), *Code of Alabama, 1975*, the Contractor hereby guarantees that the energy and operation cost savings will meet or exceed the costs of energy cost savings measures (\$190,000.00) within the lessor of 20 years or the average useful life of the energy cost savings measures. Contractor shall reimburse Owner for any shortfall or guaranteed energy cost savings on an annual basis.

TEN. BOND: In accordance with Title 41-16-143(d), *Code of Alabama, 1975*, and in addition to the Performance Bond and Payment Bond required and set forth in paragraph One to these Supplementary and Special Conditions, the Contractor shall file with the Owner a Payment and Performance Bond to cover the value of the guaranteed savings on the Contract and is conditioned on the faithful execution of the terms of the Contract.

OWNER:
THE CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Mayor

By _____
Jeffrey D. Downes
City Manager

CONTRACTOR:
LED SOLUTIONS, LLC
An Alabama Limited Liability Company

By _____
Its _____

CENTRAL/LONG-McGEHEE ELECTRIC CO., INC.
An Alabama Corporation

By _____
Its _____



Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)
LED Solutions LLC
120 Applegate Court
Pelham, AL 35124

SURETY:

(Name, legal status and principal place of business)
J.R. Prewitt & Associates
2146 Highland Avenue
Birmingham, AL 35205

OWNER:

(Name, legal status and address)
City of Vestavia Hills
1032 ~~213~~ 513 Montgomery Highway
Vestavia, AL 35216
Vestavia Hills, AL 35216

CONTRACTOR

Central/Long-McGehee Electric Co., Inc.
P. O. Box 70218
Montgomery, AL 36107-0218

CONSTRUCTION CONTRACT

Date: 12/5/16
Amount: \$ ~~190,000.00~~ 190,000.00

Description:
(Name and location)
Installation of 120 street lights for the CITY OF VESTAVIA on Highway 31
~~Vestavia, AL 35216~~
Vestavia Hills, AL 35216

BOND

Date:
(Not earlier than Construction Contract Date)

Amount: \$ ~~190,000.00~~ 190,000.00
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
LED Solutions LLC
Central/Long-McGehee Electric Co., Inc.
Signature: _____
Name and Title: _____

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:

Andy Prewitt
J.R. Prewitt & Associates
2046 Highland Avenue
Birmingham, AL 35205
(205) 933-9207

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
NONE

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.

§ 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 herein 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 an 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.

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

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: LED Solutions LLC
120 Applegate Court
Pelham, AL 35124

Address: J.R. Prewitt & Associates
2146 Highland Avenue
Birmingham, AL 35205

Signature: _____

Name and Title: _____

Address: Central/Long-McGehee Electric Co., Inc.
P. O. Box 70218
Montgomery, AL 36107-0218



Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

LED Solutions LLC
120 Applegate Court
Pelham, AL 35124

OWNER:
(Name, legal status and address)

City of Vestavia Hills
512 Montgomery Highway
Vestavia Hills, AL 35216
CONSTRUCTION CONTRACT 35216

1032

Date: 12/5/16
Amount: \$ 190,000.00

Description:
(Name and location)

Installation of 120 street lights for the CITY OF VESTAVIA/HILLS on Highway 31.

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

J.R. Prewitt & Associates
2146 Highland Avenue
Birmingham, AL 35205

CONTRACTOR
Central/Long-McGehee Electric Co., Inc.
P.O. Box 70218
Montgomery, AL 36107-0218

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.

BOND
Date: 12/5/16
(Not earlier than Construction Contract Date)

Amount: \$ 95,000.00
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

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

Signature: _____
Name and Title:

Signature: _____
Name and Title: _____

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Andy Prewitt
J.R. Prewitt & Associates
2046 Highland Avenue
Birmingham, AL 35205
(205) 933-9207

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
None

§ 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.

Init.



Robert Bentley
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
TRANSPORTATION DIRECTOR

December 19, 2016

Mr. Jeffrey Downes
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216

RE: Highway Light System
On US 31

Dear Mr. Downes:

We are writing to follow-up today's conversation concerning the highway light system on US 31. It is our understanding that you are ready to sign a contract to convert the existing system from standard cobra head lights to LED. As the Department has conveyed to you, we are acceptable with this request as long as the upgrades meet all ALDOT specifications and the fixtures are on the approved products list. There are only two LED's approved at the present time. They are the Holophane-Mongoose LED Luminaire and the Cooper-Streetworks Galleon LED Luminaire. In order to ensure the upgrade meets our specifications for brightness, ALDOT will model the product you wish to use if you will provide the pole spacing and heights along US 31 that is to be upgraded.

Also attached is an email from Traci Timmons with the LED Special Provision.

We look forward to working with you to upgrade the US 31 light system and agree it will reduce your operation and maintenance cost and provide your city with a much improved product.

Sincerely,

DeJarvis Leonard
East Central Region Engineer

DL/MM/shc
Attachment
cc: File w/att.

Mahaffey, Michael

From: Timmons, Traci A.
Sent: Monday, December 19, 2016 2:45 PM
To: Mahaffey, Michael; Camp, Robert
Cc: Moore, Gary
Subject: LED Special Provision

Below I have copied the specifications from the Section 750 of the current Special Provision for ALDOT Roadway Lighting LED's.

(e) LIGHT EMITTING DIODE.

Each LED should be rated for a minimum operational life of 50,000 hours at 40°C and comply with IESNA L-85 standards at 20°C ambient temperature. Photometry must be in compliance with IESNA LM-79 when operating at an ambient temperature of 25°C. The LED module shall lose no more than 10% optical intensity when operating at 40°C than its initial delivered lumens at 25°C.

All LED modules shall be constructed so that the failure of one LED will not result in the loss of the entire luminaire and so that modules can be replaced without replacing the entire luminaire. Each LED die or the LED module should be enclosed in a non-removable transparent lens of either glass or acrylic. The LED module shall produce a nominal correlated color temperature of 4000K \pm 275K with a color rendering index of at least 70 and a minimum output of 80 lumens per watt efficacy.

ORDINANCE NUMBER 2373-B

**AN ORDINANCE GRANTING CONDITIONAL USE APPROVAL
FOR AUTOMOTIVE SALES, AUTOMOTIVE SERVICES –
MAJOR AND MINOR, INCLUDING MECHANICAL AND
COLLISION REPAIR FOR 1476 MONTGOMERY HIGHWAY**

WHEREAS, on December 13, 2010, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Ordinance Number 2331, also known as the City of Vestavia Hills Zoning Code; and

WHEREAS, Anthony F. and Margaret Serra are owners of the property located at 1476 Montgomery Highway zoned Vestavia Hills B-3 (business district); and

WHEREAS, Alton B. Parker Jr., Spain & Gillon, LLC, attorney for the Serras, presented an application for Conditional Use approval for the purpose of automotive sales, automotive services – major and minor, including, but not limited to, mechanical and collision repair for the property located at 1476 Montgomery Highway pursuant to Table 6 of the Vestavia Hills Zoning Code; and

WHEREAS, Mr. and Mrs. Serra, owners of the property located at 1476 Montgomery Highway, were desirous of opening a new or used automotive dealership with complete automotive servicing and repair on said property; and

WHEREAS, on November 14, 2011, the City Council of the City of Vestavia Hills adopted and approved Ordinance Number 2373 to grant said Conditional Use for the property located at 1476 Montgomery Highway as requested; and

WHEREAS, on or about April 7, 2014, the dealership suffered severe flooding of Patton Creek which caused significant damage to the premises; and

WHEREAS, Section 13.3.3 of the Vestavia Hills Zoning Code provides that “When such use is abandoned or discontinued for a period of one (1) year, it shall not be reestablished unless authorized by the Council;” and

WHEREAS, Alton Parker, Spain and Gillon, LLC, attorney for the owners, submitted a letter dated March 3, 2015; and

WHEREAS, on March 23, 2015, the Vestavia Hills City Council adopted and approved Ordinance Number 2373-A granting an 18-month extension for said dealership; a copy of which is marked as “Exhibit A” attached to and incorporated into this Ordinance Number 2373-B as though written fully therein, requesting an additional 18-month extension to said Conditional Use; and

WHEREAS, on September 28, 2016, Alton Parker, Spain and Gillon LLC again submitted a letter requesting an additional 18-month extension on said uses of Automotive Sales, Automotive Services – Major and Minor, including Mechanical and Collision Repair beginning October 15, 2016.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. An extension of said Conditional Use approval is hereby granted for automotive sales, automotive services – major and minor, including, but not limited to, mechanical and collision repair for property located at 1476 Montgomery Highway for an 18-month period beginning October 15, 2016 and ending at midnight, April 15, 2018; and
2. This Ordinance Number 2373-B shall become effective immediately upon adoption, approval and publishing/posting pursuant to Alabama law; and

DONE, ORDERED, ADOPTED and APPROVED this the 28th day of
December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

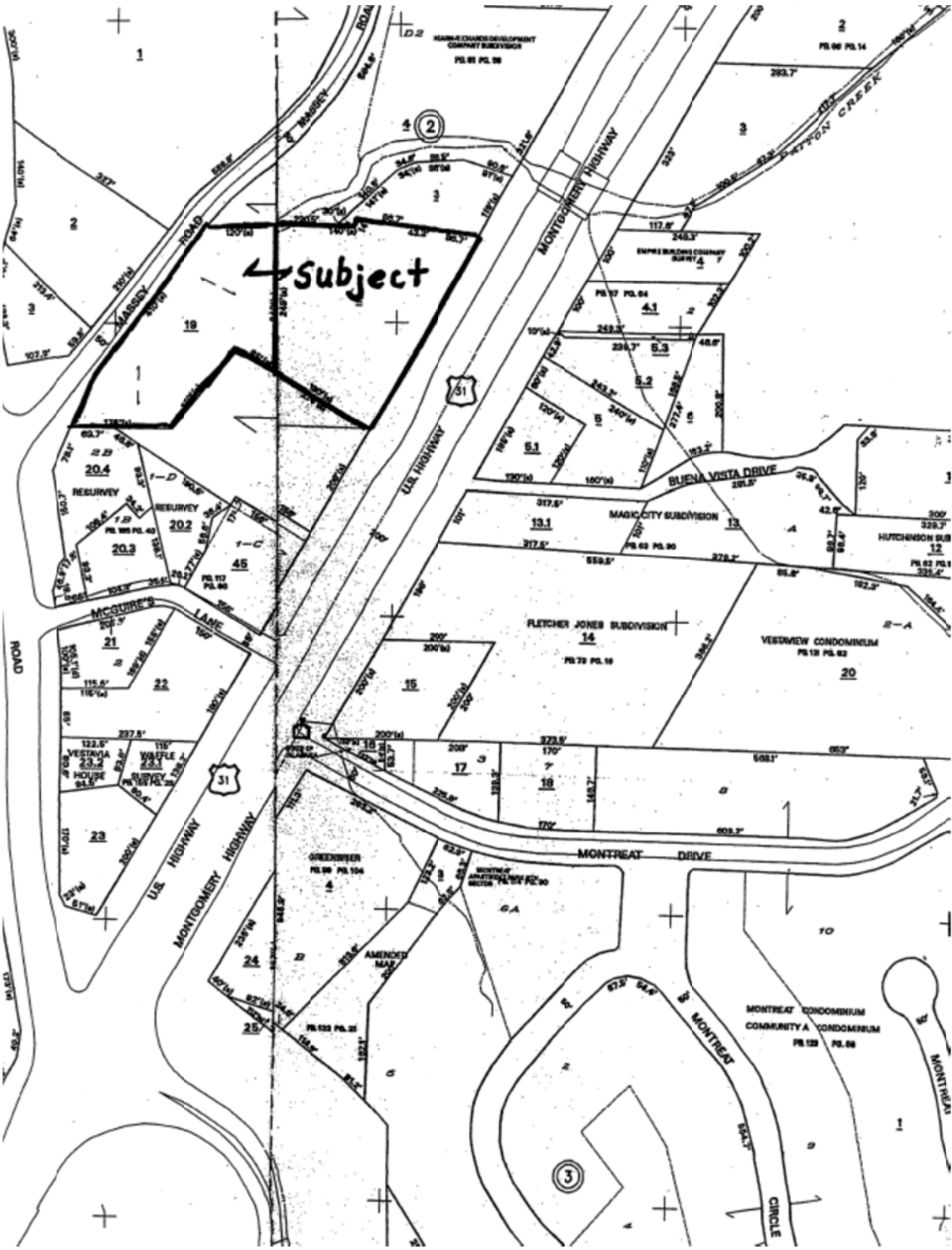
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2373-B is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of December, 2016 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



SPAIN & GILLON, LLC
THE ZINSZER BUILDING
2117 SECOND AVENUE NORTH
BIRMINGHAM, ALABAMA 35203

Telephone: (205) 328-4100

Facsimile: (205) 324-8866

Direct Dial (205) 581-6212

ALTON B. PARKER, JR.

E-MAIL: ABP@SPAIN-GILLON.COM

September 28, 2016

Rebecca Leavings, City Clerk, MMC
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills AL 35216

Re: Request for Second Extension of Conditional Use Approval for Automotive Sales, Automotive Services - Major and Minor, including Mechanical and Collision Repair for 1476 Montgomery Highway - Ordinance No. 2373

Dear Ms. Leavings:

This is to confirm our conversation regarding a second requested extension of the Conditional Use Approval previously granted by the Vestavia City Council to Anthony F. and Margaret Serra, owners of the property located at 1476 Montgomery Highway ("Serra"). Ordinance No. 2373 approving the Conditional Use for that location was approved by the City Council on November 14, 2011. An Agreement to Conditional Zoning was executed by the Serras and submitted to the City as of the 12th day of December, 2011. The Serras later requested an extension of the Conditional Use Approval which was granted by the City Council on March 23, 2015 and which extended the Conditional Use for a period of 18 months from April 15, 2015 through October 15, 2016. The purpose of this letter is to request a second extension of the Conditional Use Approval for a period of 18 months beginning on October 15, 2016.

Due to circumstances explained below, Serra has not been able to complete the design and construction of the dealership premises and building and a review of the background of this matter might be helpful.

Pursuant to the initial granting of the Conditional Use by the City, the Serra organization opened an automotive sales dealership at that location. On or about April 7, 2014 the dealership suffered severe flooding of Patton Creek which caused significant damage to most of the vehicles parked at the dealership and to the dealership premises. As a result of the flood, the dealership became unusable for future automobile sales. The last day of automobile sales for the few undamaged vehicles at the dealership was April 15, 2014.

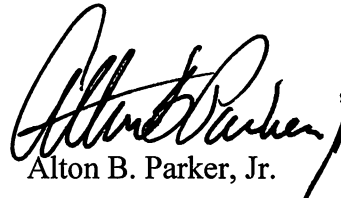
Serra has been engaged in the process of designing improvements and modifications to the dealership building and site which will, to the maximum extent possible, prevent such flood damage in the future. Serra commissioned an architect to design modifications to the premises and a civil engineer to provide the "no rise study" required by Article 3 of the Vestavia Flood Damage Prevention Ordinance. It took a significant period of time to finish that engineering "no rise study." The "no rise study" was successful and will allow Serra to use fill on the site outside of the floodway. However, since the completion of the study, the architect has worked with the Serras on several different attempts to solve the very complicated design problems associated with this potential construction, none of which at this point have been approved as being cost effective which would allow the actual construction to start. The Serra Group is continuing to work through redesigns and construction pricing in an attempt to be able to rebuild this building and site in a way that makes it productive for the retail sale of automobiles.

The Serras understand that this request to extend the Conditional Use will be put to the City Council in the form of a Resolution for approval. Thank you for your cooperation in this matter. If there is anything else that I or the Serras need to do in order to pursue this request for extension, please let me know.

Sincerely,

SPAIN & GILLON, L.L.C.

By:



Alton B. Parker, Jr.

ABP, JR./mfe

cc: Jeff Downes, City Manager
Anthony F. Serra and Mary Margaret Serra
Serra Automotive Group

CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: October 8, 2011

- **CASE:** P-1011-22
-
- **REQUESTED ACTION:** Application for conditional use approval for automotive sales, automotive major and minor including mechanical and collision repair on the property located at 1476 Montgomery Highway
- **PROPOSED USE(S):** commercial auto dealership with full repair of mechanical and collision.
- **ADDRESS/LOCATION:** 1476 Montgomery Highway (see map attached).
- **APPLICANT/OWNER:** Anthony F. and Mary Margaret Serra, 9709 Parkway East, Suite D, Birmingham AL 35215
- **REPRESENTING AGENT:** Alton B. Parker, Jr., Spain & Gillon, LLC, 2117 Second Avenue North, Birmingham AL 35203
- **GENERAL DISCUSSION:** This property is located on Montgomery Highway at the former Vulcan Lincoln Mercury dealership. The request is to re-open the dealership for previously owned vehicles complete with mechanical and collision repair.
- **CITY OF VESTAVIA HILLS COMPREHENSIVE PLAN:** This property is located in Figure 20 of the Vestavia Hills Comprehensive Master Plan located in an area designated as village center. This request is consistent with the Plan.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Clerk Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the zoning with the conditional use approval. This property was operated as a dealership for many years and has been vacant for approximately 2 or 3 years. During that time, a new zoning ordinance was adopted that required dealerships and major mechanical repair uses to be granted a Conditional Use approval. This property lies in a

commercial part of the City with all properties surrounding it developed and operating as commercial with the exception of properties across from Massey Road. Since the rear portion of this property is inaccessible from the front by way of Little Shades Creek, buffering to that area is already provided. All modifications to the building and properties will be reviewed by the DRB and monitored and approved by the City's Engineer.

City Clerk Recommendation: Recommend Approval.

2. **City Engineer Review:** I have reviewed the request and find no problems.

City Engineer Recommendation: n/a.

3. **City Fire Marshal Review:** I have reviewed the request and find no problems.

City Fire Marshal Recommendation: n/a.

4. **Building Safety Review:** I have reviewed the request and find no problems.

Building Safety Recommendation: n/a.

MOTION Mr. Gilchrist made a motion to recommend approval of An 18 Month Extension For A Conditional Use Approval For commercial automotive sales, automotive repair major and minor including mechanical and collision repair at 1476 Montgomery Hwy. Second was by Mr. Goodwin. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mrs. Cobb – yes
Motion carried

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. Larson – yes

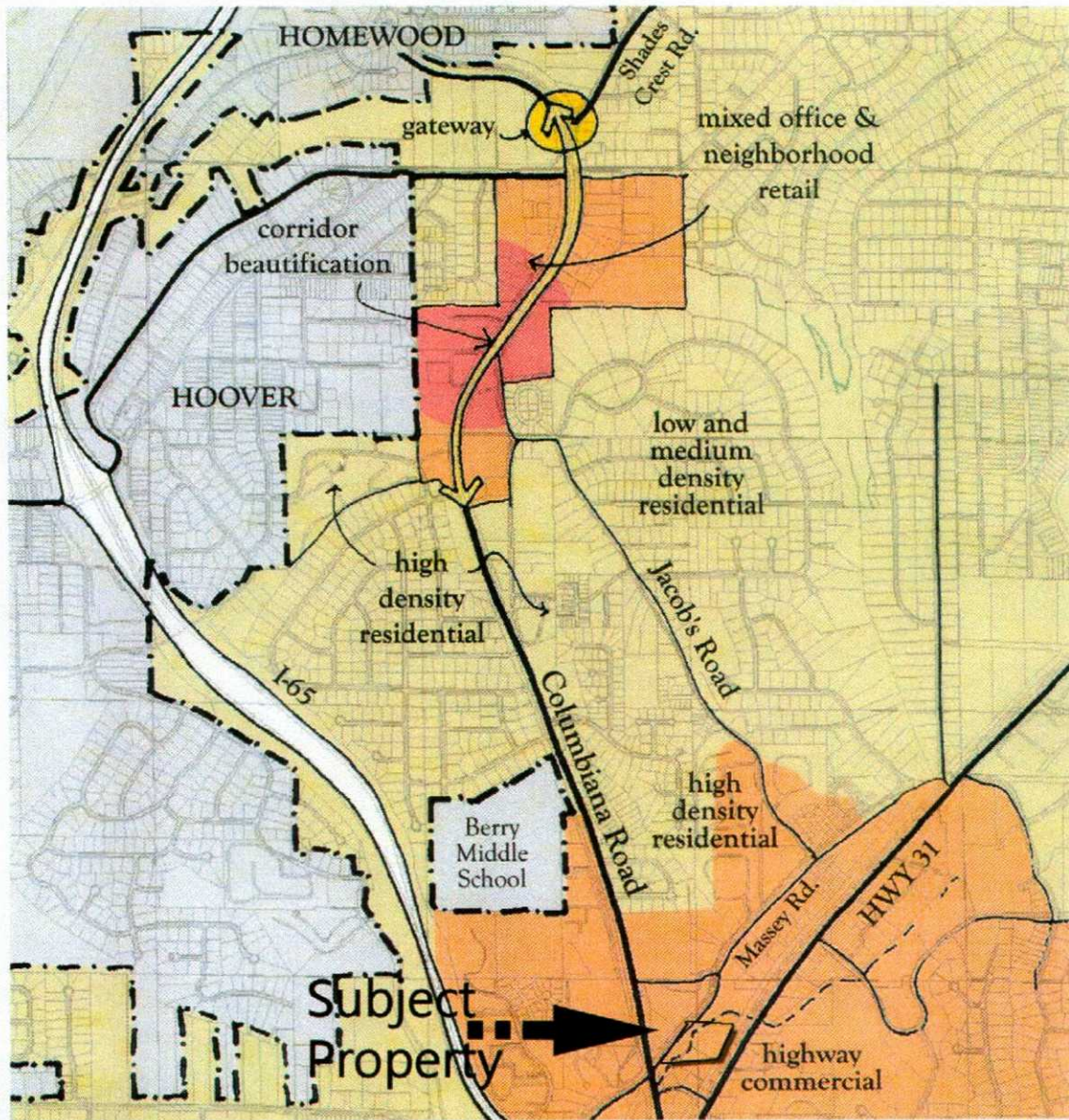
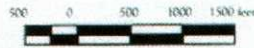


Figure 20: Columbiana Road Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village centers. Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.



ORDINANCE NUMBER 2688

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-4 TO VESTAVIA HILLS B-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-4 (residential district) to Vestavia Hills B-2 (business district):

3253 & 3257 Cahaba Heights Road and 3240 Pipe Line Road
Helen and John Mills, Owner(s)

More particularly described as follows:

A parcel of land situated in the NE ¼ of Section 22, Township 18 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence a found 3 inch capped pipe marking the SW corner of the above mentioned quarter Section ;thence run north 88 degrees 41 minutes 04 seconds West along the south line thereof for a distance of 209.63 feet to the point of beginning, said point also being a found 3 inch capped pipe; thence run North 89 degrees 06 minutes 54 West for a distance of 214.87 feet to a found crimped pipe; thence fun north 01 degrees 18 minutes 04 seconds west for a distance of 415.36 feet to a set capped rebar stamped CA-450-LS, said point also being on the southernmost right-of-way of Cahaba Heights Road (50' right-of-way); thence run south 89 degrees 03 minutes 22 seconds East along said ROW for a distance of 175.00 feet of a found capped rebar (SSI); thence leaving said right-of-way run South 01 degrees 13 minutes 48 seconds east for a distance of 205.50 feet to a found rebar; thence run south 89 degrees 15 minutes 30 seconds east for a distance of 40.11 feet to a found 3 inch capped pipe; thence run south 01 degrees 18 minutes 15 seconds east for a distance of 209.76 feet to the point of beginning. Said parcel containing 80,945 square feet of 1.86 acres more or less.

APPROVED and ADOPTED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

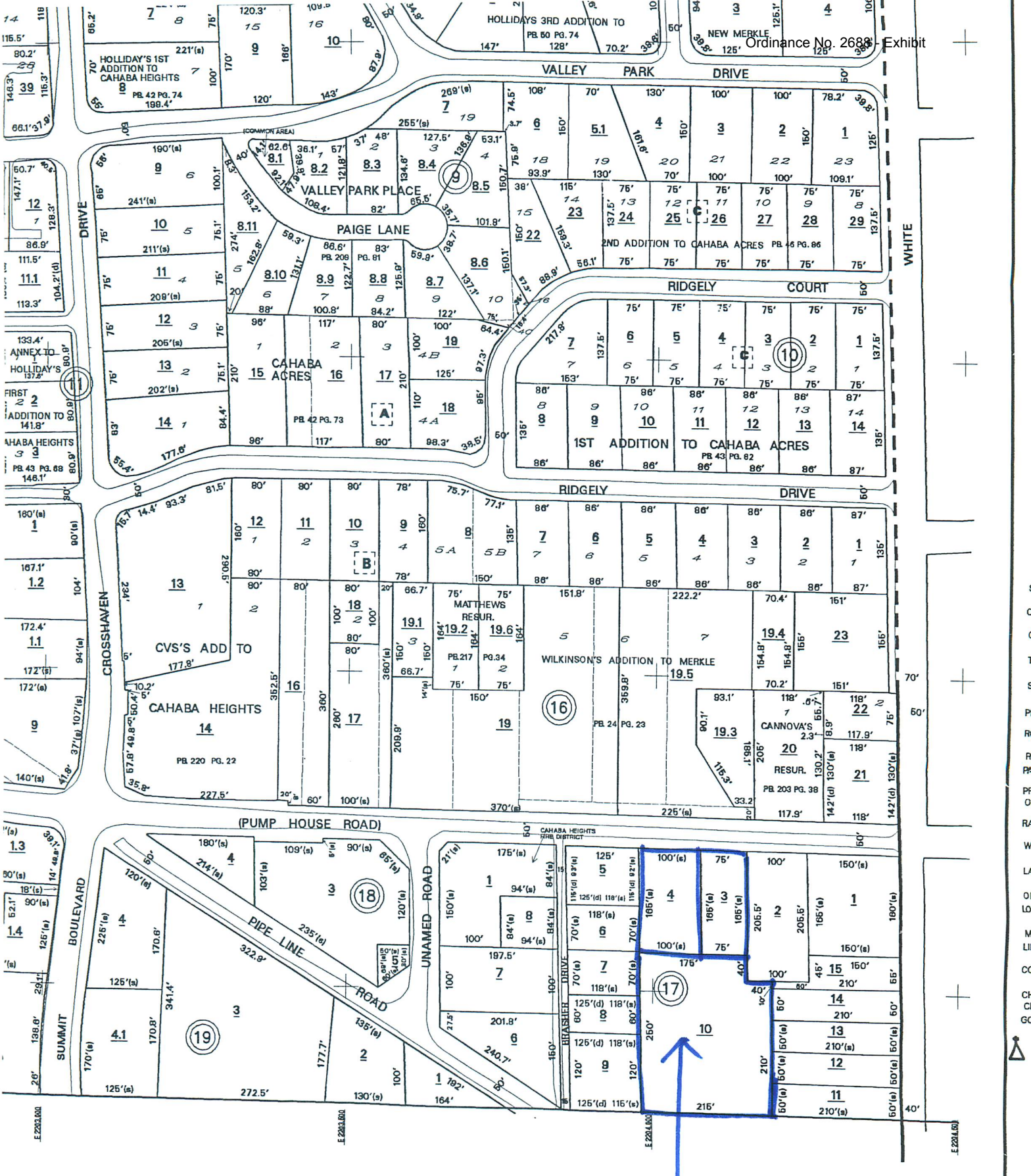
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2688 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of December, 2016 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

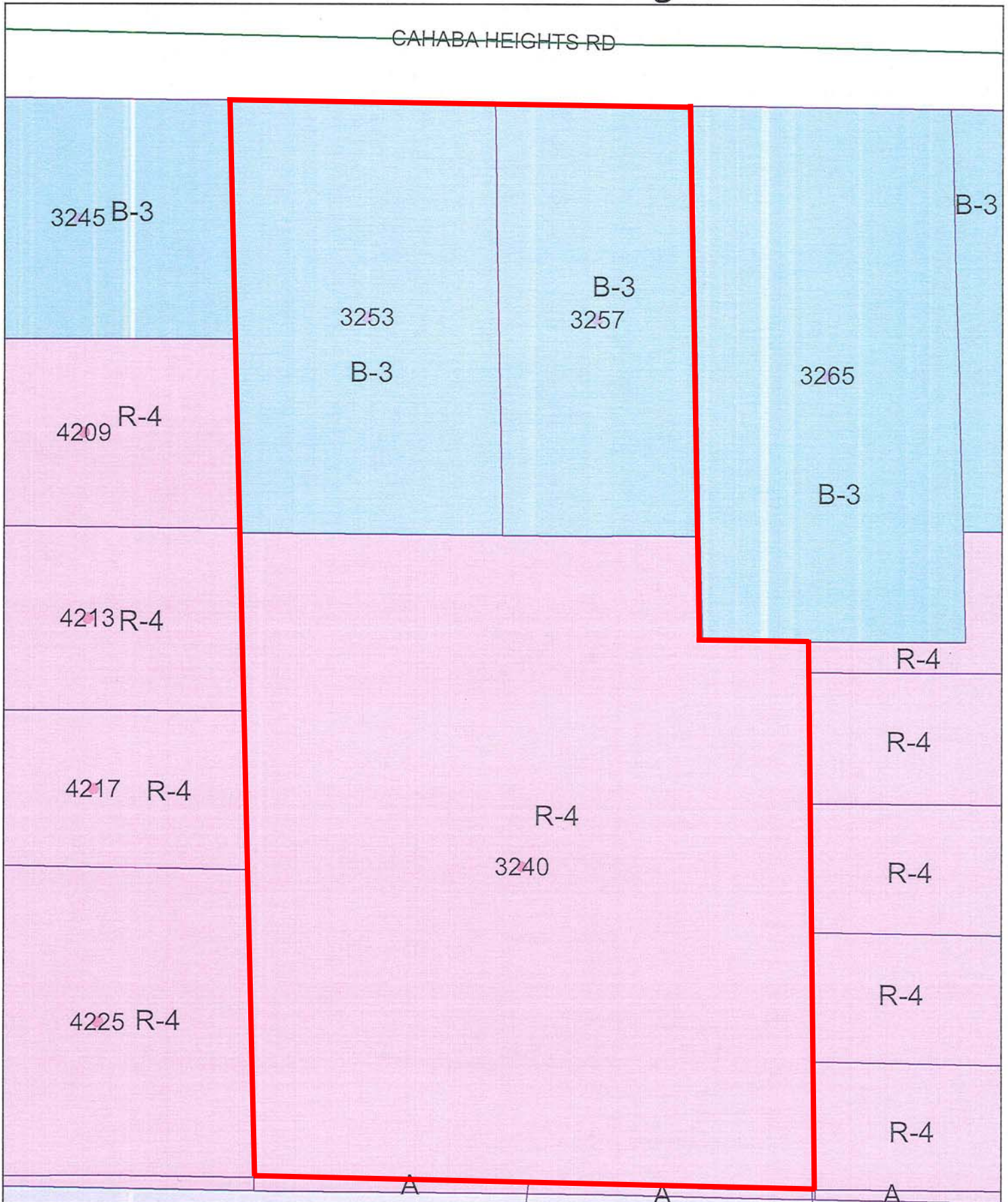


Subject Property

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GOV

Zoning - 3240 Pipeline Road 3253 and 3257 Cahaba Heights Road

16CCR32
Ordinance No. 2688 - Exhibit



CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: NOVEMBER 10, 2016

- **CASE: P-1016-43**
- **REQUESTED ACTION:** from Vestavia Hills B-3 and Vestavia Hills R-4 To Vestavia Hills B-2
- **ADDRESS/LOCATION:** 3253 & 3257 Cahaba Heights Rd. and 3240 Pipeline Rd.
- **APPLICANT/OWNER:** Helen Crow & John C. Mills
- **REPRESENTING AGENT:** Sorrell Chew
- **GENERAL DISCUSSION:** Property is three lots with main frontage on Cahaba Heights Rd. Applicant is seeking rezoning to build a practice facility of the Vestavia Wrestling Club. The two lots along Cahaba Heights Rd. are already zoned B-3, however, the lot behind is zoned R-4. The rezoning would give all lots a B-2 zoning. Indoor recreation is a permitted use in a B-2. The building on 3253 Cahaba Heights Rd. would be rehabbed and remain. The structure on 3257 would be demolished. The proposed practice facility meets all requirements of a B-2 zoning, including parking and buffering. The lots would be recombined after rezoning is approved. A proposed site plan and landscape plan is attached. The applicants state that the facility would be used only for practices during the week.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for retail/mixed use.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Rezoning conditioned on resurvey approval/recordation.
 2. **City Engineer Review:** I have reviewed the application and have no issues with the request.

3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

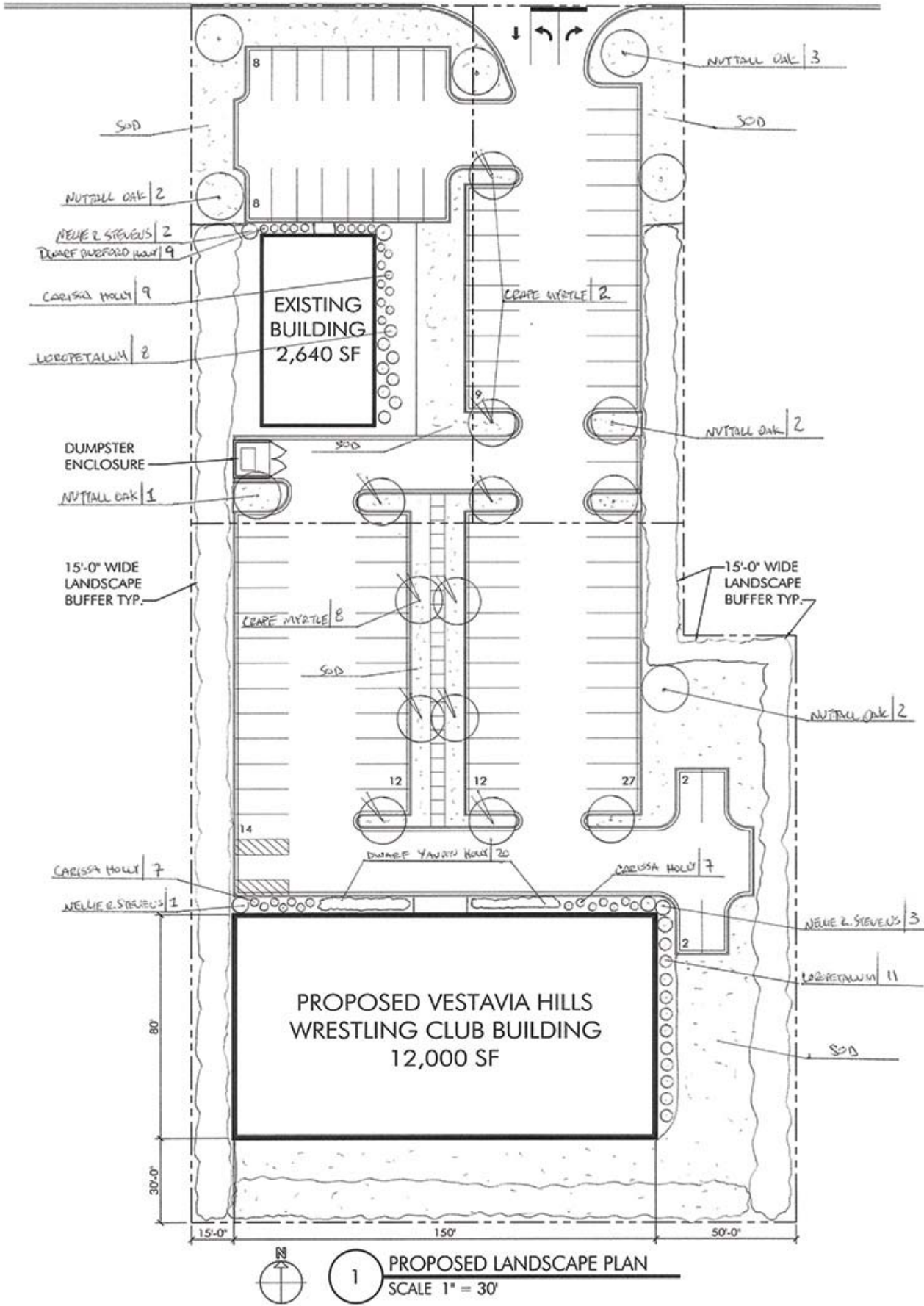
4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Burrell made a motion to recommend rezoning approval of 3253 & 3257 Cahab Heights Rd. and 3240 Pipeline Rd. from Vestavia Hills B-3 and Vestavia Hills R-4 To Vestavia Hills B-2 subject to engineering review. Second was by Mr. House. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mr. Cobb – yes
Motion carried

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. Larson – yes

CAHABA HEIGHTS ROAD

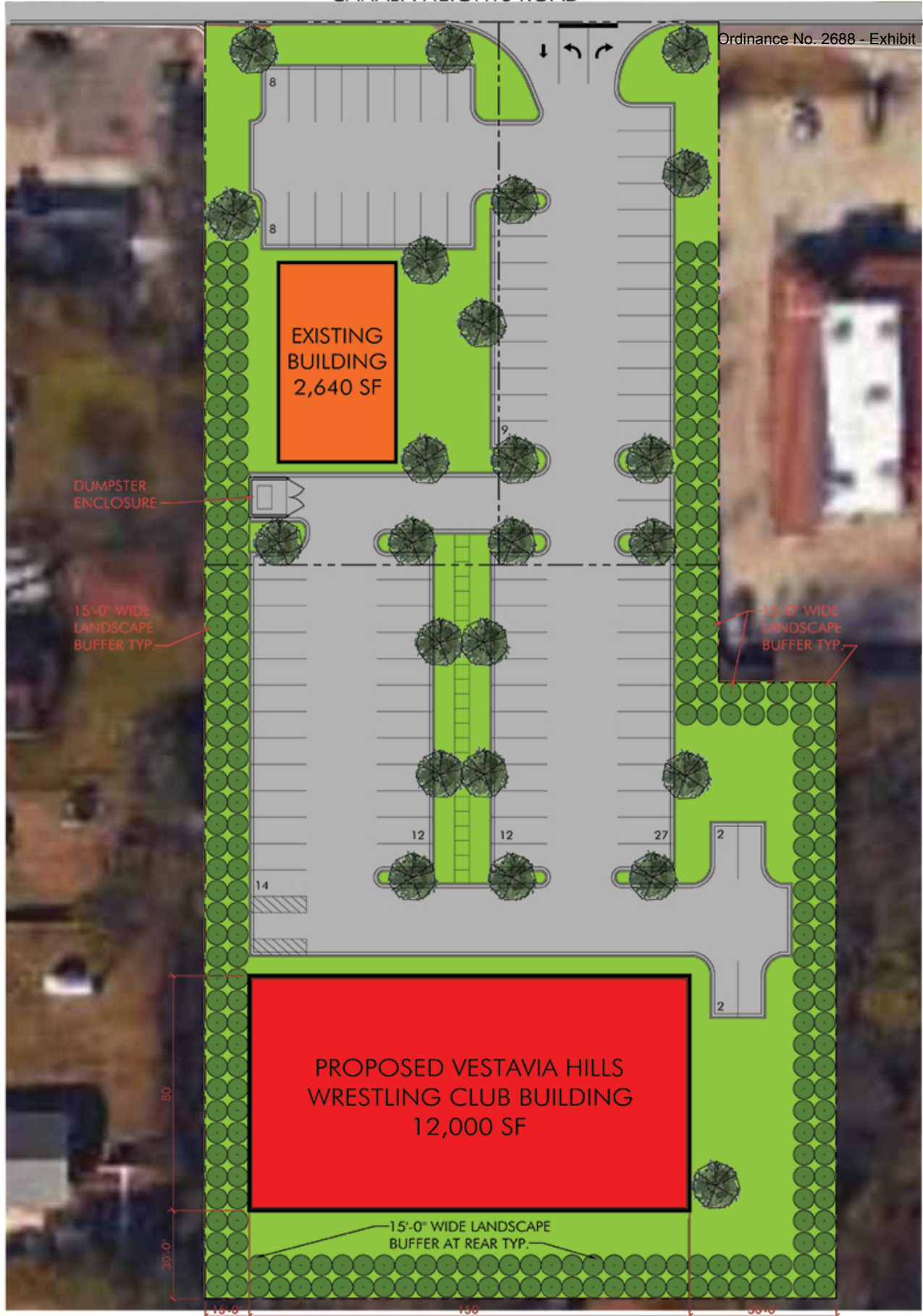


1 PROPOSED LANDSCAPE PLAN
SCALE 1" = 30'



VESTAVIA HILLS WRESTLING CLUB
CAHABA HEIGHTS ROAD
VESTAVIA, ALABAMA 35243

10/06/16
L1.0



1

PROPOSED SITE PLAN
SCALE 1" = 30' / 94 PARKING SPACES SHOWN
74 PARKING SPACES REQUIRED



VESTAVIA HILLS WRESTLING CLUB
CAHABA HEIGHTS ROAD
VESTAVIA, ALABAMA 35243

10/06 / 16
A1.0

TRANSMITTAL

PAGES:



DATE: October 6, 2016
 PROJECT: Vestavia Wrestling Club
 Rezoning Application

FROM: Roman Gary
 JOB NO: 16125

ATTENTION: Conrad Garrison, City Planner

COMPANY: City of Vestavia Hills
 ADDRESS: 1032 Montgomery Highway
 CITY, STATE: Vestavia Hills, Alabama

PHONE: (205) 978-0179
 FAX:
 ZIP: 35216

COHEN CARNAGGIO REYNOLDS ARCHITECTURE.INTERIORS.DESIGN

2920 1ST AVENUE SOUTH, BIRMINGHAM, AL 35233 P 205-324-8864 F 205-324-8496

Re: Vestavia Wrestling Club – Rezoning Application

Conrad,

Our submission for the Rezoning of the Vestavia Wrestling Club is attached for Planning & Zoning Approval. During the October 4th Work Session, the committee requested the description/purpose and Operating hours for the Wrestling Club. Thus the Description is as follows:

PROJECT DESCRIPTION & OPERATING HOURS

The Vestavia Wrestling Club (VWC) serves the youth of our community ranging from Kindergarten through 6th grade levels. VWC offers training and practice opportunities in folkstyle wrestling, as well as the Olympic styles of freestyle and greco-roman wrestling. VWC will hold practices 3 to 5 times per week in the afternoon/evenings for its members. Those practices will include the teaching and drilling of wrestling techniques along with games and activities to reinforce the teaching done by VWC coaches and staff.

We have attached the following documents for City of Vestavia Hills Planning & Zoning Approval.

1. \$100 Application Fee, Check #009214, payable to the City of Vestavia.
2. Two Original Applications with the Owner's signature notarized & representing agent designated.
3. Three copies of Vicinity Map & Existing Property Survey.
4. Three copies of Site Development Plan, dated 10/06/16.
5. Three copies of Landscaping Plan, dated 10/06/16.
6. Three copies of Civil Site Drainage Plan, dated 10/06/16.
7. Three copies of Civil Stormwater Management Report.
8. One CD Electronic copy of entire Rezoning Submission.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Roman Gary

Roman Gary, AIA, LEED AP
 Vice President

ORDINANCE NUMBER 2689

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS R-1 TO VESTAVIA HILLS O-1.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills R-1 (residential district) to Vestavia Hills O-1 (office district):

3118 Pine Tree Drive
Lots 38 & 39, Topfield Subdivision
June Pryor, Owner(s)

BE IT FURTHER ORDAINED that said rezoning is conditioned up on the development being developed substantially as presented in attached drawings.

APPROVED and ADOPTED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2689 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of December, 2016 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: SEPTEMBER 08, 2016

- **CASE: P-0816-34**
- **REQUESTED ACTION:** Rezoning Vestavia Hills R-1 Vestavia Hills O-1
- **ADDRESS/LOCATION:** 3111 Pine Tree Dr.
- **APPLICANT/OWNER:** June Pryor
- **REPRESENTING AGENT:** Todd Thompson
- **GENERAL DISCUSSION:** Property is on the corner of Pine Tree Cir. and Pine Tree Dr. Applicant is seeking rezoning to build a two story medical office building (8,225 sq. ft. +/-). The proposed building meets all requirements of an O-1 zoning, including parking and buffering. Currently, the project sits on two lots, however, the lots would be recombined after rezoning is approved. A proposed site plan and tree save plan is attached. A creek runs through the center portion of the property and is proposed to be untouched.
- **CAHABA HEIGHTS COMMUNITY PLAN:** The request is consistent with the Cahaba Heights Community Plan for limited mixed use/open space. Additionally, the property directly across Pine Tree Cir. is already zoned O-1
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Rezoning conditioned on resurvey approval/recordation and that the building is constructed in a residential style.
 2. **City Engineer Review:** Approval needed on creek and drainage.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.

4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Gilchrist made a motion to recommend rezoning approval 3111 Pine Tree Dr. from Vestavia Hills R-1 Vestavia Hills O-1 based on the renderings presented. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes
Mr. Gilchrist – yes
Mrs. Cobb – yes
Motion carried

Mr. Burrell – yes
Mr. Wolfe – yes
Mr. Larson – yes



(2 of 2)

**Vestavia_Hills_Zoning:
2800274002008000**

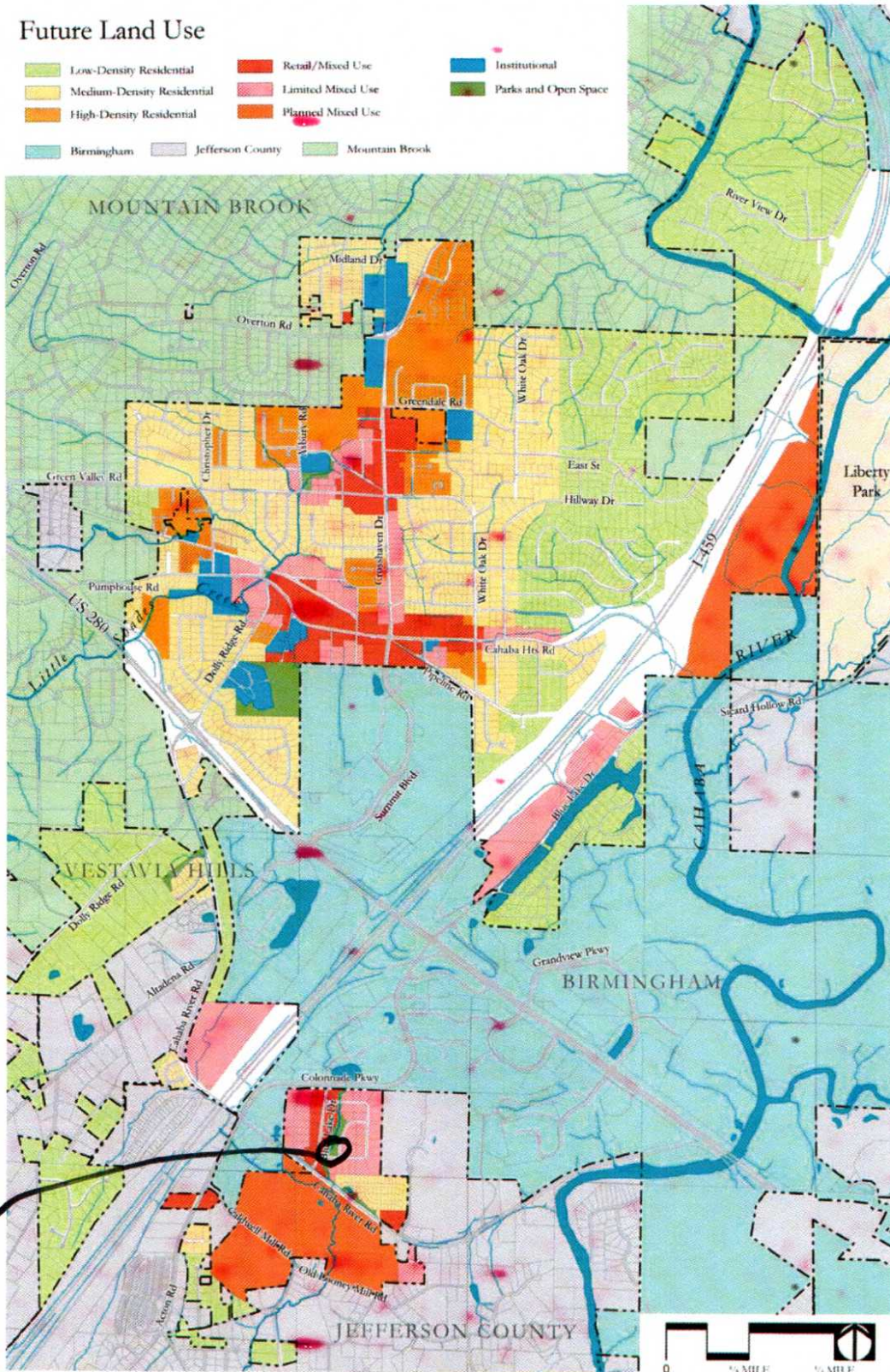
PARCELID	2800274002008000
DISTRICT	020
ESN_NUM	62
PROPADD	3111 PINE DR
TAX_TOWNSH	28
SECTION	27
QSECTION	4
BLOCK	002
PARCEL	008000
VH_ZONING	R-1
ZNG_ORD	1981
ZNG_ORD_DT	03/21/2003

[Zoom to](#)



Future Land Use

- | | | |
|--|---|--|
|  Low-Density Residential |  Retail/Mixed Use |  Institutional |
|  Medium-Density Residential |  Limited Mixed Use |  Parks and Open Space |
|  High-Density Residential |  Planned Mixed Use | |
|  Birmingham |  Jefferson County |  Mountain Brook |



Subject Property

Figure 4: Future Land Use Map

PROPOSED MEDICAL OFFICE BUILDING FOR DR. SHIRLEY & DR. SHIRLEY
ZONING APPLICATION PRESENTATION
NOVEMBER 10, 2016

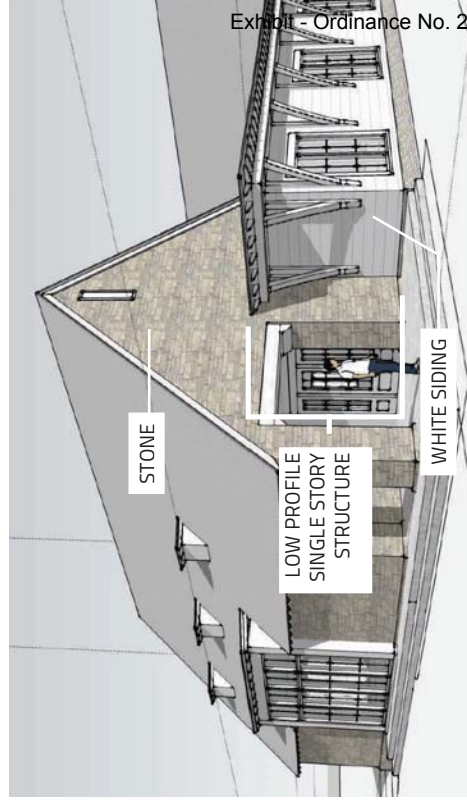
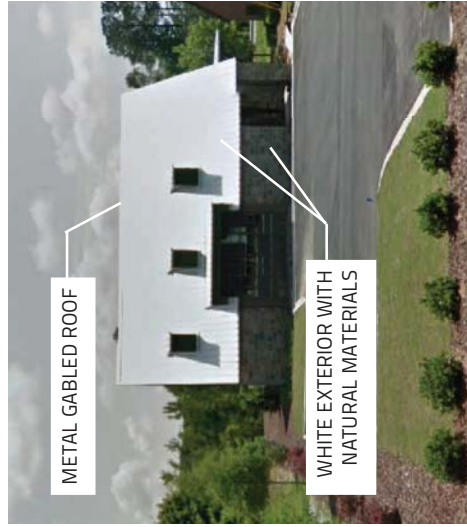
3111 PINE TREE DRIVE
VESTAVIA HILLS, AL



+



TAKING CUES FROM NEIGHBORING BUILDINGS



RESIDENTIAL ARCHITECTURAL DESIGN STRATEGIES



- METAL GABLE ROOF
- NATURAL WOOD TRIM
- NATURAL WHITE STUCCO EXTERIOR
- WOOD ENTRY STAIRS
- NATIVE, DROUGHT-RESISTANT LANDSCAPING
- ELEVATE BUILDING ON PIERS TO MINIMIZE SITE IMPACT

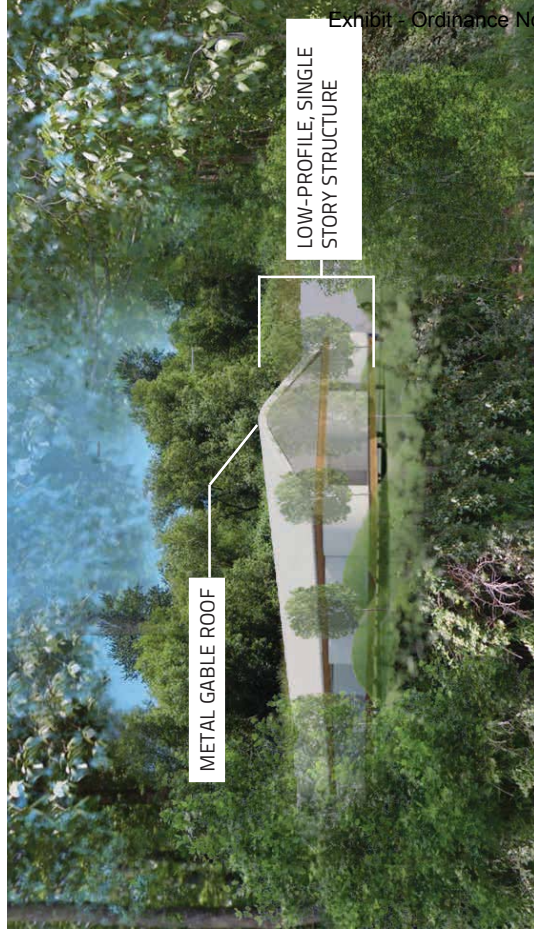
WOOD FENCE-LIKE PRIVACY SCREEN
PERMEABLE PARKING SURFACE

- METAL GABLE ROOF
- ROOF TRELLIS SHADES ENTRY PORCH & BUILDING BELOW
- GREEN ROOF



LOW-PROFILE SINGLE STORY STRUCTURE

- WOOD FENCE-LIKE PRIVACY SCREEN
- POSSIBLE SOLAR CANOPY SHADES PARKING SPACES BELOW



METAL GABLE ROOF

LOW-PROFILE, SINGLE STORY STRUCTURE

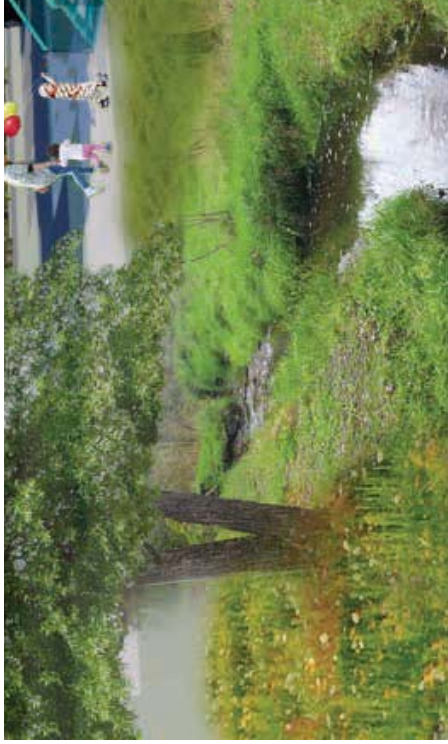
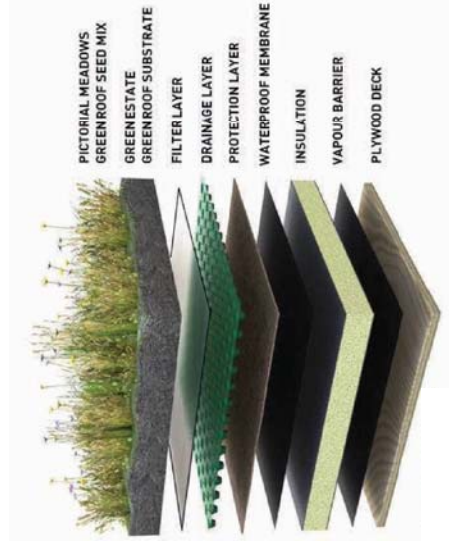
NOTE: TREES REMOVED IN RENDERING TO SEE BUILDING

SYS-TAINABLE BUILDING GOALS | PAGE 1

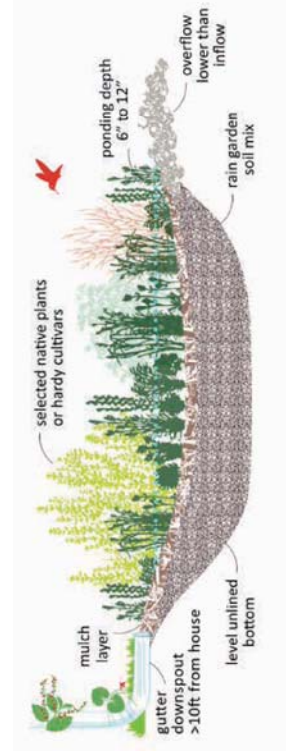
WATER MANAGEMENT



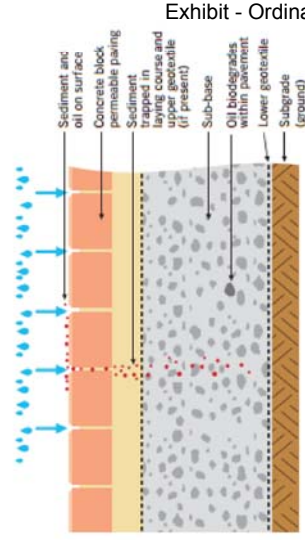
GREEN ROOF WITH NATIVE PLANTINGS



RAIN GARDEN & NATURAL CREEK EDGE NATIVE PLANTINGS



PERMEABLE PARKING SURFACE

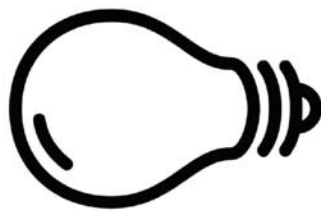


SYS-TAINABLE BUILDING GOALS | PAGE 2

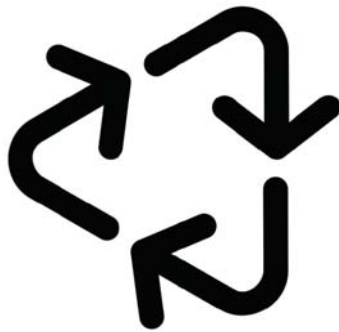
HIGH-EFFICIENCY SYSTEMS



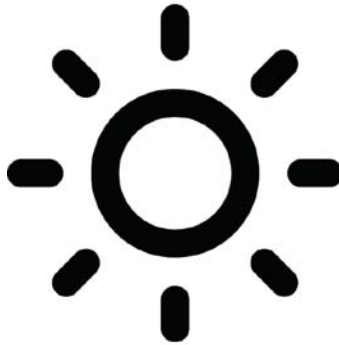
25 kW SOLAR CAR CANOPY CAPTURES SOLAR ENERGY, WHILE SIMULTANEOUSLY SHADING PARKING SPACES BELOW. THAT'S ENOUGH ENERGY TO POWER 2.5 AVERAGE AMERICAN HOMES



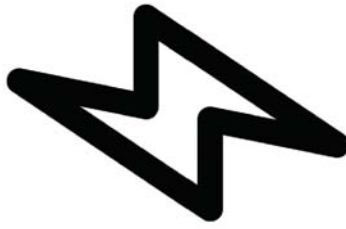
HIGH-EFFICIENCY LIGHTING FIXTURES
REDUCE ENERGY CONSUMPTION OF BUILDING



RECYCLED & RENEWABLE MATERIALS REDUCE IMPACT ON LANDFILL DURING CONSTRUCTION & LIFETIME OF BUILDING



UTILIZING NATURAL LIGHT TO ILLUMINATE INTERIOR SPACES
REDUCES NEED FOR ARTIFICIAL LIGHTING, ULTIMATELY REDUCING ENERGY CONSUMPTION



HIGH-EFFICIENCY MECHANICAL EQUIPMENT FOR VENTILATION, HEATING, COOLING AND MORE.
REDUCES CARBON FOOTPRINT OF BUILDING

SYS-TAINABLE BUILDING GOALS | PAGE 3



**LIVING
BUILDING
CHALLENGESM**

The Living Building Challenge™ is a building certification program, advocacy tool and philosophy that defines the most advanced measure of sustainability in the built environment possible today and acts to rapidly diminish the gap between current limits and the end-game positive solutions we seek.



LIVING BUILDING CHALLENGE PRECEDENTS



CLINT JOSEY PAVILION // DECATUR, TX



OMEGA CENTER FOR SUSTAINABLE LIVING // RHINEBECK, NY



PACKARD FOUNDATION HEADQUARTERS // LOS ALTOS, CA

ORDINANCE NUMBER 2690

AN ORDINANCE TO FURTHER AMEND THE ZONING ORDINANCE AND THE ZONING MAP OF THE CITY OF VESTAVIA HILLS, ALABAMA, ADOPTED SEPTEMBER 16, 1985, AND AS LAST AMENDED SO AS TO CHANGE THE CLASS OF DISTRICT ZONING OF PROPERTY FROM VESTAVIA HILLS O-1 TO VESTAVIA HILLS INST.

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Vestavia Hills O-1 (office district) to Vestavia Hills INST (institutional district):

2053 Columbiana Road
Lot 1, Resurvey of Lot 9, Resurvey of Shady Rock
Shades Mountain Baptist Church, Owner(s)

APPROVED and ADOPTED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

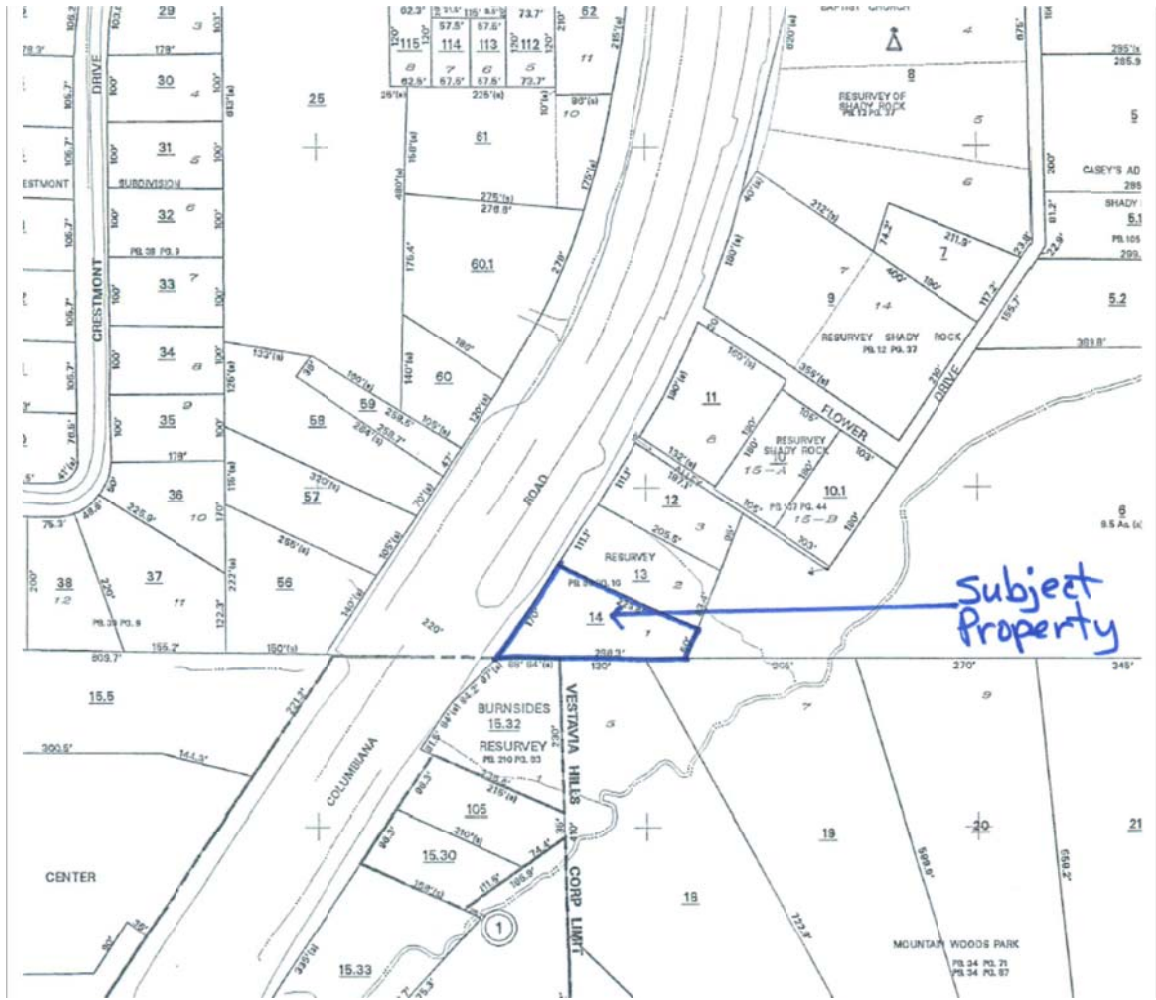
Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2690 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of December, 2016 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS
SYNOPSIS AND STAFF RECOMMENDATION CONCERNING
APPLICATION BEFORE THE PLANNING AND ZONING COMMISSION

Date: **OCTOBER 13, 2016**

- **CASE: P-1016-41**
- **REQUESTED ACTION:** Vestavia Hills O-1 To Vestavia Hills Inst.
- **ADDRESS/LOCATION:** 2053 Columbiana Rd.
- **APPLICANT/OWNER:** Shades Mountain Baptist Church
- **REPRESENTING AGENT:**
- **GENERAL DISCUSSION:** Church purchased adjacent lot to the south and intends to tear the house down and use the lot for additional open space. A structure may be built at a later date. See attached plan and description.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the plan for mixed office & neighborhood retail and corridor beautification.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Add condition that the house must be torn down within 9 months of rezoning.
 2. **City Engineer Review:** Currently reviewing plans.
 3. **City Fire Marshal Review:** I have reviewed the application and I have no issues with this request.
 4. **Building Safety Review:** I have reviewed the application and I have no issues

MOTION Mr. Gilchrist made a motion to recommend rezoning approval 2053 Columbiana Rd. from Vestavia Hills O-1 To Vestavia Hills Inst. Second was by Mr. Burrell. Motion was carried on a roll call; vote as follows:

Mr. Goodwin – yes

Mr. Gilchrist – yes

Mr. House – yes

Mr. Visintainer – yes

Motion carried

Mr. Burrell – yes

Mr. Wolfe – abstained

Mr. Brooks – yes

Vicinity Sketch

2053 Columbiana Road; Vestavia Hills, Alabama 35216



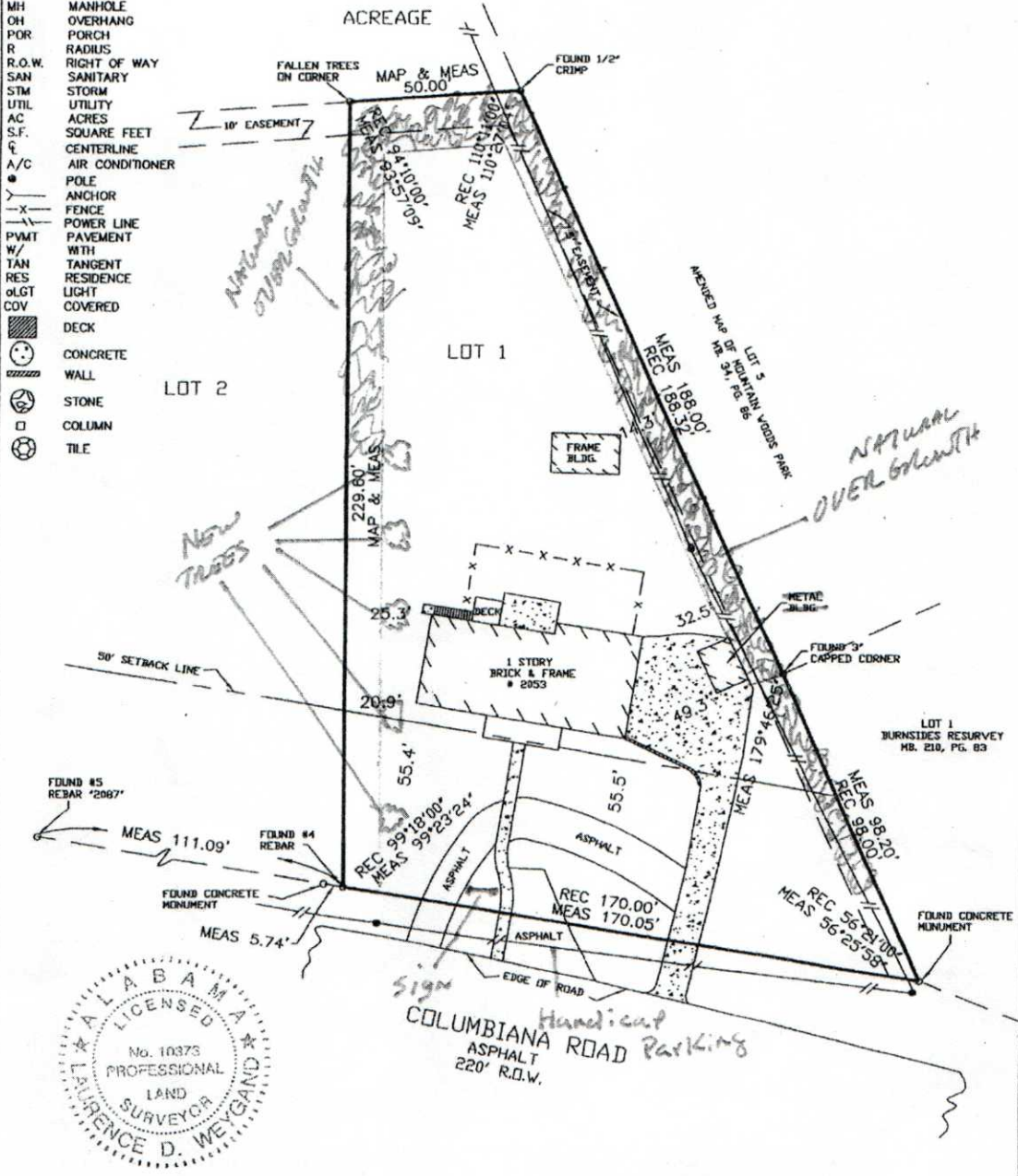
BEFORE



AFTER

LEGEND

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- x- FENCE
- POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- oLGT LIGHT
- COV COVERED
- DECK DECK
- CONCRETE
- ▨ WALL
- STONE
- COLUMN
- TILE



STATE OF ALABAMA) ***CLOSING SURVEY*** *(RECORDED IN MAP BOOK 12, PG. 37)
 JEFFERSON COUNTY) AND PART OF THE N.E.1/4 OF THE S.W.1/4
 OF SEC 25, T18S, R3W, JEFFERSON COUNTY, ALABAMA

I, Laurence D. Weygand, a registered Engineer-Land Surveyor, or Roy Weygand, a Registered Land Surveyor, hereby certify that I have surveyed Lot 1, Block 10, A RESURVEY OF LOT 9, RESURVEY OF SHADY RUCK as recorded in Map Volume 65, Page 10, in the Office of the Judge of Probate, Jefferson County, Alabama; that there are no rights-of-way, easements or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve the premises only) or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown; that there are no encroachments on said lot except as shown and that improvements are located as shown above. That I have consulted the Federal Insurance Administration "Flood Hazard Boundary Map" and found that this property is not located in "a special flood hazard area"; I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of November 27, 2006.
 Survey invalid if not sealed in red.

Order No.: 26684
 Purchaser: POWELL
 Address: 2053 COLUMBIANA ROAD
 Flood Zone: X Map Number: 01073C 0566G

Laurence D. Weygand
 Laurence D. Weygand, Reg. P.E.-L.S. #10373
 Roy Weygand, Reg. L.S. #24973
 169 Oxmoor Road, Homewood, AL 35209
 Phone: (205) 942-0086 Fax: (205) 942-0087
 Copyright ©

Note: (a) No title search of the public records has been performed by this firm and land shown herein was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown herein is subject to electric, telephone, utility and overhead lines that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are dead/round trip and actual unless otherwise noted. (c) Underground portions of foundations, buildings, and/or other underground structures were not located unless otherwise noted. We do not look for underground owners or file multiple owners. (d) The shown north arrow is based on dead/round map.

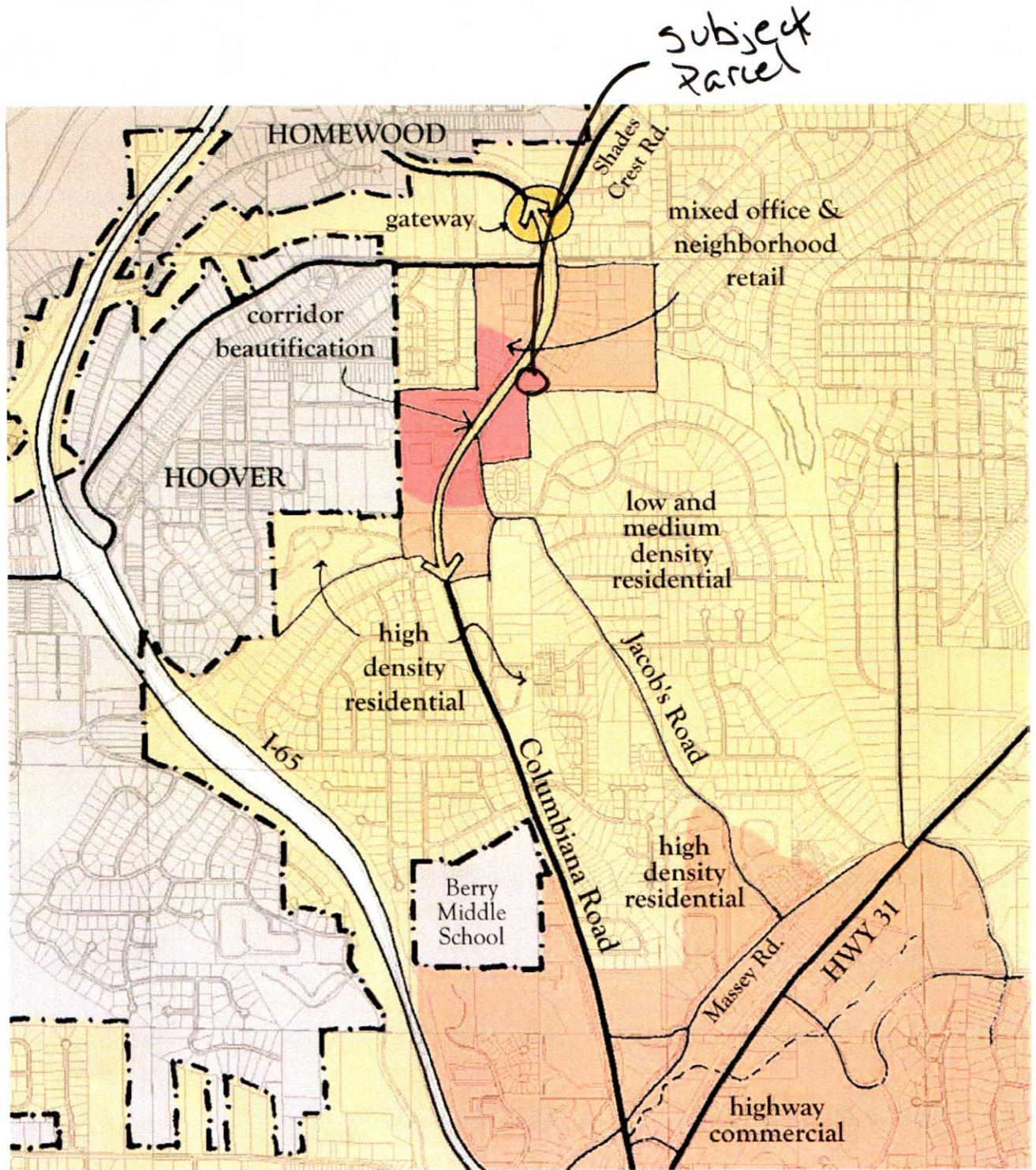
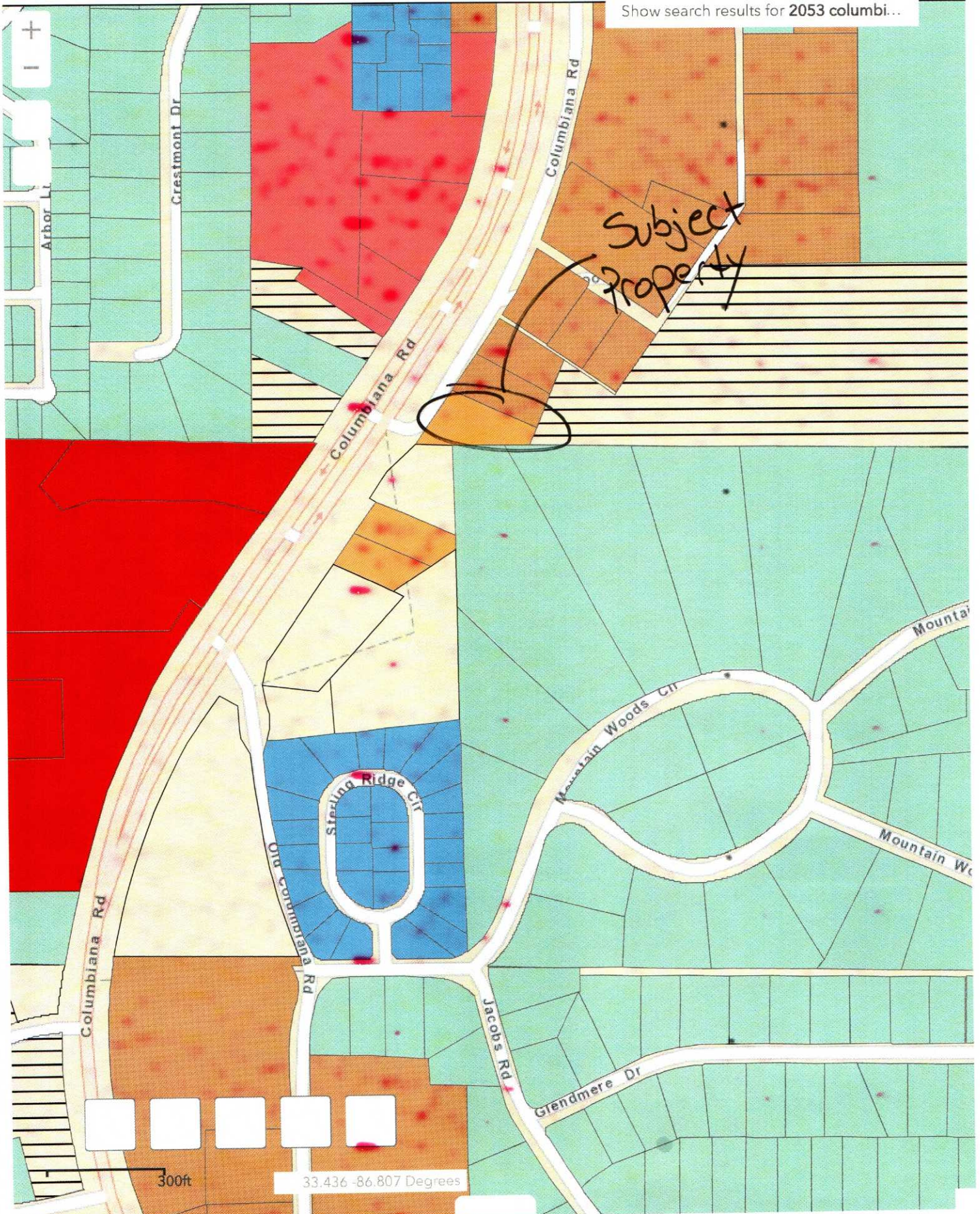


Figure 20: Columbiana Road
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.

- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.





300ft

33.436 -86.807 Degrees

ORDINANCE NUMBER 2691

**ANNEXING CERTAIN TERRITORY TO THE
CORPORATE LIMITS OF THE CITY OF
VESTAVIA HILLS, ALABAMA.**

WHEREAS, on the 26th day of September, 2016, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

WHEREAS, the City Council of the City of Vestavia Hills, at the time and place of its regular meeting on said date, made a determination that the matters contained in the Petition were true and that it was in the public interest that said property be annexed to the City of Vestavia Hills, Alabama.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows:

1. That the following property which was described in said petition be annexed to the City of Vestavia Hills, Alabama:

Former Campus of Berry High School
Vestavia Hills Board of Education, Owner(s)

More particularly described in "Exhibit A" attached to and incorporated into this Ordinance Number 2691 as though written fully therein.

2. That this Annexation shall become effective upon the adoption and approval of this Ordinance in accordance with the provisions of law, after which the heretofore described property shall become a part of the City of Vestavia Hills, Alabama.

3. That the City Clerk be and is hereby directed to publish this Ordinance in accordance with the requirements of the law and to file a copy hereof, together with a

duly certified copy of the Ordinance, with the Probate Judge of Jefferson County,
Alabama.

ADOPTING and APPROVED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance # 2691 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 28th day of December, 2016, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2016.

Rebecca Leavings
City Clerk

EXHIBIT "A" - LEGAL DESCRIPTION**Parcel I**

Part of the SW 1/4 of Section 36, Township 18 South, Range 3 West, situated in Jefferson County, Alabama, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin the NW corner of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 36, run thence Southwardly along the West line of said 1/4-1/4 section, for a distance of 663.05 feet; thence turn an angle to the left of 88°45'15" and run Eastwardly for a distance of 1316.36 feet, to a point on the East line of the SW 1/4 of SW 1/4 of said section, thence turn an angle to the left of 91°21'15" and run Northwardly along the East line of said SW 1/4 of SW 1/4 and along the East line of the NW 1/4 of the SW 1/4 for a distance of 950.23 feet, to the NW corner of the property described in deed to J.M. Crawford recorded in Volume 4799, Page 415 in the Office of the Judge of Probate of said County, thence turn an angle to the right of 91°15' and run Eastwardly and along the North line of said Crawford tract, for a distance of 195.79 feet, to a point on the Southwesterly right of way line of the Columbiana Road; thence turn an angle to the left of 122°56' and run Northwestwardly along the Southwesterly right of way line of the Columbiana Road for a distance of 310.24 feet to a point, said point being in the arc of a curve turning to the right, said curve having a central angle of 7°00' and a radius of 1457.69 feet, thence run Northwestwardly along the arc of said curve and along the Southwesterly right of way line of said Columbiana Road, for a distance of 327.51 feet, to a point, said point being the SE corner of Lot 1, in Block 7, according to the Survey of Gentilly Forest Second Sector, as recorded in Map Book 48, Page 81, in the Office of the Judge of Probate of said County, run thence Westwardly along the South line of said Lot 1, for a distance of 85.00 feet; thence turn an angle to the left of 33°46' and run Southwestwardly along the South line of said Block 7, for a distance of 164.73 feet; thence turn an angle to the right of 12°31' and continue Southwestwardly along the Southeasterly line of said Block 7, for a distance of 505.0 feet; thence turn an angle to the left of 01°19' and continue Southwestwardly along the Southeasterly line of said Block 7, for a distance of 204.00 feet; thence turn an angle to the right of 121°38' and run Northwardly along the Westerly line of Lot 8 in said Block 7, for a distance of 51.00 feet to the SE corner of Lot 9, in said Block 7; thence turn an angle to the left of 93°17' and run Westwardly along the South line of said Lot 9 and along said line extended Westwardly for a distance of 375.00 feet, to a point on the West line of the NW 1/4 of the SW 1/4 of said Section 3; thence turn an angle to the left of 90°00' and run Southwardly along said West line of said NW 1/4 of SW 1/4 for a distance of 421.09 feet to the SW corner of said NW 1/4 of SW 1/4 the point of beginning.

Parcel II

All that part of the NE 1/4 of SE 1/4 of SE 1/4 which lies East of I-65 right of way in Section 35, Township 18 South, Range 3 West, situated in Jefferson County, Alabama.

Less and Except any portion of the above Parcels lying in a public road or right of way.

Parcels I and II above are further described by survey as follows:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 36 AND THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 3 WEST, JEFFERSON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 3 WEST SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 11, ACCORDING TO THE SURVEY OF CHIMNEY HILLS, AS RECORDED IN MAP BOOK 108, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA, THENCE RUN NORTH 00°33'11" WEST ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION AND ALONG THE EAST LINE OF SAID SUBDIVISION FOR 421.00 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK 5, ACCORDING TO THE SURVEY OF GENTILLY FOREST FOURTH SECTOR, AS RECORDED IN MAP BOOK 63 PAGE 56, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA; THENCE RUN NORTH 89°29'37" EAST ALONG THE SOUTH LINE OF SAID LOT 9, AND ALONG THE SOUTH LINE OF LOT 9, BLOCK 7, ACCORDING TO THE SURVEY OF GENTILLY FOREST SECOND SECTOR, AS RECORDED IN MAP BOOK 48, PAGE 81, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA FOR 374.73 FEET, TO A POINT ON THE WEST LINE OF LOT 8, BLOCK 7, OF SAID SUBDIVISION; THENCE RUN SOUTH 02°44'44" WEST ALONG THE WEST LINE OF SAID LOT 8, FOR 50.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE RUN NORTH 61°17'01" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR 709.05 FEET; THENCE RUN NORTH 48°52'36" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR 164.87 FEET; THENCE RUN NORTH 82°36'27" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR 85.00 FEET, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID SUBDIVISION, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF COLUMBIANA ROAD; THENCE RUN ALONG SAID RIGHT OF WAY FOR THE FOLLOWING DESCRIBED COURSES; SOUTH 19°47'41" EAST FOR 1.42 FEET; SOUTH 70°12'19" WEST FOR 37.43 FEET; SOUTH 19°47'41" EAST FOR 105.00 FEET; NORTH 70°12'19" EAST FOR 60.00 FEET; SOUTH 19°51'20" EAST FOR 135.37 FEET; SOUTH 70°54'43" WEST FOR 30.15 FEET; SOUTH 19°47'41" EAST FOR 349.78 FEET; THENCE LEAVING SAID RIGHT OF WAY, RUN NORTH 89°48'33" WEST FOR 70.51 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE RUN SOUTH 00°37'07" EAST ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION , AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 36 FOR 950.16 FEET; THENCE RUN NORTH 89°19'05" WEST FOR 1,275.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE NUMBER 65; THENCE RUN NORTH 29°08'55" WEST ALONG SAID RIGHT OF WAY FOR 154.50 FEET; THENCE RUN NORTH 15°58'24" WEST ALONG SAID RIGHT OF WAY FOR 298.51 FEET; THENCE RUN NORTH 01°52'40" WEST ALONG SAID RIGHT OF WAY FOR 122.78 FEET; THENCE RUN NORTH 17°48'64" WEST ALONG SAID RIGHT OF WAY FOR 128.81 FEET TO THE SOUTHWEST CORNER OF LOT 11, ACCORDING TO THE SURVEY OF CHIMNEY HILLS, AS RECORDED IN MAP BOOK 108, PAGE 21, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA; THENCE RUN SOUTH 88°38'04" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR 153.67 FEET TO THE POINT OF BEGINNING.

RESOLUTION NUMBER 4910

**A RESOLUTION DETERMINING THAT CERTAIN
PERSONAL PROPERTY IS NOT NEEDED FOR
PUBLIC OR MUNICIPAL PURPOSES AND
DIRECTING THE SALE/DISPOSAL OF SAID
SURPLUS PROPERTY**

WITNESSETH THESE RECITALS

WHEREAS, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached "Exhibit A"; and

WHEREAS, the City has determined that it would be in the best public interest to sell or dispose of said property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

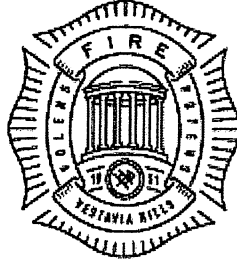
1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 4910 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



VESTAVIA HILLS FIRE DEPARTMENT

MEMORANDUM

TO: Chief Jim St. John
FROM: AC Terry Ray
DATE: December 9, 2016
RE: Surplus Fire Prevention Trailer

The utility trailer purchased for Fire Prevention in 2006 is no longer in use or needed. BC Key is in agreement that the trailer is no longer needed for Fire Prevention activities. Additionally, we have not identified any use within the Fire Department for this trailer.

It is my recommendation that this utility trailer be declared surplus and disposed.

The City asset number is 18006. There is not a tag associated with this utility trailer.

Rec'd / Approved ^{12/12/16}

Please work
with City Clerk
to have declared
surplus and with
City Shop to sell.

J.S.



VESTAVIA HILLS FIRE DEPARTMENT

MEMORANDUM

TO: Assistant Chief Ray

FROM: B.C. Gilchrist

DATE: December 7, 2016

RE: Surplus 4 x 8 trailer

The 4 x 8 utility trailer that was purchased for fire prevention in 2006 is no longer being used. No other use for the trailer has been identified in the department. No other Vestavia Hills Municipal Department had a use for this trailer. Recommend this trailer be sold as surplus property.

RESOLUTION NUMBER 4911

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR A PEDESTRIAN WALKWAY OVER US-31

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:
Project No. HPP-TAPBH-A124 () Pedestrian Walkway Over US-31 Near City Hall, City of Vestavia Hills – Jefferson County; and
2. That the agreement be executed in the name of the City by its Mayor and City Manager, for and on its behalf and that it be attested by the City Clerk and the seal of the City affixed thereto; and
3. That a copy of said agreement is marked as “Exhibit A” attached to and incorporated into this Resolution Number 4911 as if fully written therein; and
4. This Resolution Number 4911 shall become effective immediately upon adoption and approval.

PASSED, ADOPTED and APPROVED this the 28th day of December, 2016.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, the undersigned qualified and acting City Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution passed and adopted by the City Council of the City of Vestavia Hills, Alabama, at a regular meeting of such Council held on the 28th day of December 2016 and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the ____ day of _____, 2016.

Rebecca Leavings, City Clerk

SEAL

**SUPPLEMENTAL AGREEMENT 2
FOR
CONSTRUCTION**

**BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF VESTAVIA HILLS, ALABAMA**

**Project HPP-TAPBH-A124()
A Pedestrian Walkway Over US-31 in the City of Vestavia Hills Near City Hall
Jefferson County
Project Reference Number: 100051157**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Vestavia Hills, Alabama, hereinafter referred to as CITY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Vestavia Hills urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the CITY desire to cooperate in a project construction to include engineering and inspection for a pedestrian walkway over US-31 near City Hall in the City of Vestavia Hills, Alabama.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree that the foregoing agreement between the parties dated February 5, 2008 and the supplemental agreement dated January 23, 2013 be and the same is hereby amended in the following respects:

- 1) This Supplemental Agreement will cover funding of construction to include engineering and inspection in accordance with plans approved by the STATE. The East Central Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the CITY.
- 2) The project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent STATE funds. The estimated cost and participation by the various parties is as follows:

	<u>Total Estimated Cost</u>	<u>Total Estimated Federal Funds</u>	<u>Total Estimated City Funds</u>
Additional TAP Funds for Construction Including Engineering and Inspection	<u>\$700,000.00</u>	<u>\$560,000.00</u>	<u>\$140,000.00</u>
Total	<u>\$700,000.00</u>	<u>\$560,000.00</u>	<u>\$140,000.00</u>

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share. It is expressly understood by both parties of this Agreement that all Federal funds will be Transportation Alternatives Program (TAP) funds.

- 3) Any cost for work not eligible for Federal participation will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- 4) The CITY will contract out all work under this Agreement in accordance with the laws of the State of Alabama and the Alabama Department of Transportation's procedures.
- 5) The CITY will coordinate required adjustment to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under state law will be considered as part of the project cost and will be paid as provided herein, with the STATE paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement under state law.
- 6) Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the East Central Region Engineer for payment. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid and the invoice will be notarized. All invoices will be approved by the STATE.
- 7) Invoices for any work performed for or by the CITY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- 8) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the CITY.
- 9) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of work for which reimbursement is requested.

- 10) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the improvements which are not part of the Alabama Highway Maintenance System.
- 11) The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- 12) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with ACT 1994, No.94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- 13) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- 14) The STATE will assist the CITY, if necessary, in any public involvement actions that may be required.
- 15) Each party will provide without cost to the other, information available from its records that will facility the performance of the work.
- 16) Subject to the limitations on damages applicable to municipal corporations under Ala. Code §11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.
- 17) By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

- 18) Retention of Records: The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- 19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- 20) Either party has the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination. Said notice will be mailed by certified or registered mail.
- 21) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 22) Exhibits M and N are hereby attached to and made a part of this Agreement.
- 23) 7/24th Law: Nothing shall be construed under the terms of this Agreement by the CITY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of the approval of the Governor of Alabama.

SEAL

ATTEST: THE CITY OF VESTAVIA HILLS, ALABAMA

BY: _____
City Clerk (Signature)

Type name of City Clerk

BY: _____
Mayor (Signature) // City Manager (Signature)

Ashley C. Curry // Jeff Downes

Mayor (Name Typed) // City Manager (Name Typed)

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT.

BY: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

DeJarvis Leonard, P.E
East Central Region

Robert J. Jilla
Multimodal Transportation Engineer

Don T. Arkle, P.E.
Chief Engineer

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this _____ day of _____, 20_____.

Robert Bentley
Governor, State of Alabama

CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/2/15
REVISED 10/28/2015

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGIONAL ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

November 29, 2016

Honorable Ashley C. Curry
Mayor, City of Vestavia Hills
1032 Montgomery Hwy
Vestavia Hills, AL 35216

RE: Project No. HPP-TAPBH-A124 ()
Pedestrian Walkway Over US-31 Near City Hall
City of Vestavia Hills – Jefferson County

Dear Mayor Curry,

Please find attached a funding agreement between The State of Alabama and the City of Vestavia Hills. This agreement is to obligate funds for preliminary engineering and construction on the above-referenced project.

In order to execute this agreement it must be signed by the Mayor with the City seal affixed. In addition, the attached resolution must be completed authorizing the Mayor to be the signatory on behalf of the City. After this agreement is executed by the City please return to this office for regional authorization.

Should you have questions or need additional information, please contact this office.

Sincerely,
DeJarvis Leonard, P.E.
Region Engineer

A handwritten signature in blue ink that reads "Kenneth W. Couch".

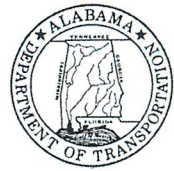
Kenneth W. Couch, P.E.
County Transportation Engineer-Birmingham Area Office

DL/GMB/KWC/sj
Attachment
cc: file



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36130-3050

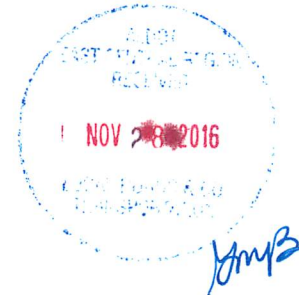


Robert Bentley
Governor

John R. Cooper
Transportation Director

November 21, 2016

Mr. DeJarvis Leonard, P.E.
Region Engineer
East Central Region Office
100 Corporate Parkway, Suite 450
Hoover, Alabama 35242



ATTENTION: Mr. ~~Lance Taylor~~ *Ken Couch*

SUBJECT: Project HPP-TAPBH-A124 ()
Pedestrian Walkway Over US-31 Near City Hall
Vestavia Hills
Jefferson County
Reference Number: 100051157

Dear Mr. Leonard:

The enclosed supplemental funding agreement between the State and the City of Vestavia Hills, Alabama, is to obligate federal funds for construction on the subject project.

Please review this agreement and present it to the city for approval. In order for the city to execute this agreement it must be signed by the mayor with the city seal affixed. In addition, the attached resolution must be completed authorizing the mayor to be the signatory on behalf of the city. After the agreement is executed by the city, please sign and return this document to this office.

If there are questions about this agreement, please contact Rebecca Fulks at (334) 353-6439 or fulksr@dot.state.al.us.

Sincerely,

For R.J.J.
Bob Kratzer

Robert J. Jilla
Multimodal Transportation Engineer

RJJ:rwf
Enclosure
C: File

RESOLUTION NUMBER 4912

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER ALL DOCUMENTS NECESSARY TO CONSTRUCT A MILE OF SINGLE TRACK TRAILS IN MCCALLUM PARK AND TO ACCEPT A QUOTE FOR SAID CONSTRUCTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to execute and deliver all documents necessary in order to construct a mile of single track trails at McCallum Park at a cost not to exceed \$20,300 as quoted by TrailVisions, LLC; and
2. A copy of the detail for the trails as well as a quotation obtained from TrailVisions, LLC is marked as Exhibit A attached to and incorporated into this Resolution Number 4912 as though written fully therein; and
3. This Resolution Number 4912 shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 9th day of January, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

To: B. Kelly
For your action

Vestavia Hills Public Services
1032 Montgomery Highway
Vestavia Hills, AL 35216

JDS/
12-15-16

INTEROFFICE MEMO

Date: December 14, 2016
TO: Jeff Downes
City Manager
From: Brian Davis *BCD*
Public Service Director
RE: Trails at McCallum Park

During the November Park Board Meeting, a plan was presented for trails at McCallum Park to be constructed by Trail Visions, LLC. The Park Board was in favor of presenting the request for funding and consideration to the council. I would like to include this request for a first read at the December 28, 2016, council meeting with action on the January 9, 2017 meeting.

Please find attached an overview of the discussions concerning the trails, a proposed map of the trails, and the cost estimate of the work to be performed by Trail Visions, LLC. This is an unbudgeted request for \$20,300.00

Please let me know if you have any questions.

CC: Ann Smyth
Jason Burnett

Overview of McCallum Park trails

Players

- Doug Brown and Tina Chancellor
- Michael Enervold of TrailVisions, LLC
- Freshwater Land Trust (FWLT)
- Board of Education (VHHS)
- Park Foundation
- Park Board
- City of Gardendale
- Parents of Mountain Bike team members
- B & D Study trails/sidewalks

Timeline

- November 2015 – Brian and Jeff met with Doug and Tina
- Early 2016 -- Doug and Tina presented to Park Board and met with Foundation
- Spring of 2016 Doug met with Freshwater Land Trust
- Summer of 2016 Brian and Doug walked the property adjacent to the VHHS and met with Tyler Burgess.
- Summer of 2016 Brian visited the Gardendale trails with Michael Enervold
- Fall 2016 Brian met with Jason, Jenny and Lee to discuss leadership of team
- Fall 2016 Brian and Michael walked McCallum Park – Brian asked Michael to submit an estimate to build trails without encroaching on VHHS property
- November 2016 -- Presenting the estimate to the Park Board for approval to send to council to as for funding to construct trails at McCallum Park.

Summary

In the fall of 2015 the city manager was approached by a group of people about mountain biking in Vestavia Hills. A conversation between Doug Brown, Tina Chancellor, Jeff Downes and Brian Davis was held to discuss options for the newly formed mountain bike team for 6th through 12th graders. The team is not affiliated with the AHSAA currently, but similar to lacrosse, is growing and has plans to affiliate at some point in the future. The team currently travels to Oak Mountain State Park to practice when they can. This option is feasible before daylight savings time, but when the time changes, the team doesn't get to practice during the week.

In the fall of 2015, the city had just acquired Altadena Valley Country Club, and it was offered as a place to practice during the week. The team was grateful for the space, however it wasn't ideal because it is flat. The discussion moved to creating or constructing trails at McCallum Park.

Michael Enervold of TrailVisions, LLC met with Doug, Tina and Brian at McCallum Park to walk the site. He was asked to put some information together on constructing some trails to potentially connect the high school to the park.

Doug Brown led the effort to discuss with Tyler Burgess of VHHS, but due to some potential erosion issues from the construction of the new parking lot, Tyler said the trail could not connect at this time.

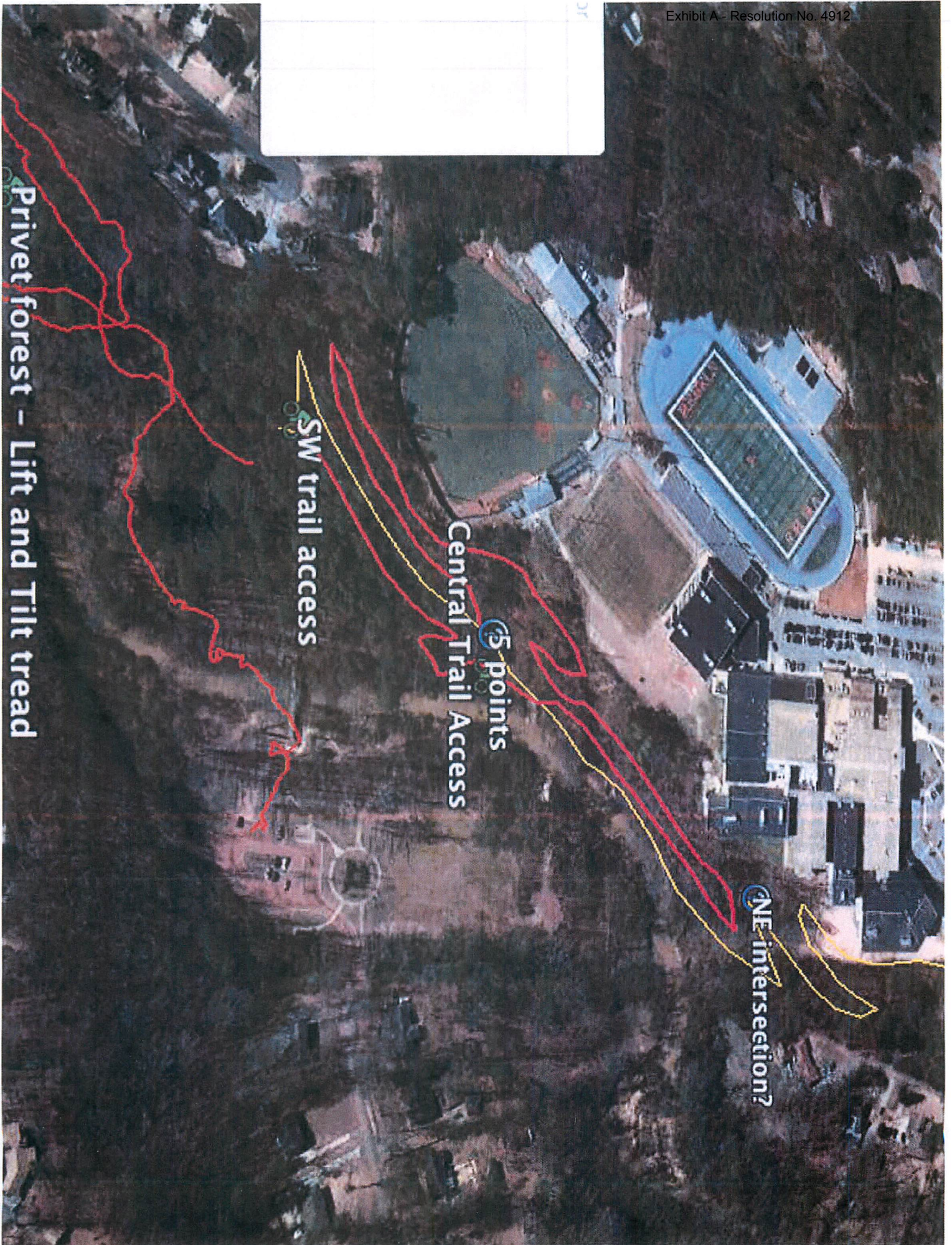
Doug Brown also reached out to the Freshwater Land Trust (property owners along the creek in McCallum Park). FWLT were supportive of the trail construction, and they have since had a work day and improved the trail behind the Buckhead Subdivision.

Since there was going to be a cost to construct the trail, Doug Brown reached out to the Parks and Recreation Foundation to seek additional funding. The Foundation did not commit to funds, but was interested in know more as the discussions continued to move forward.

Brian Davis and Michael Enervold met in August 2016 and walked the trails that were under construction in Gardendale. From this conversation, they also met and walked at McCallum Park to discuss potential trails only on the property owned by the city and the FWLT. Brian asked for an estimate to construct potential bike trails as shown on the attached map. That estimate is also attached.

Brian met with parents of team members, Jenny and Jason Waters, and Lee Yielding to discuss the next steps. The next steps were to present the estimate to the park board for their support of the project, and if possible to ask the city council to fund the trails at McCallum Park.

The Brailsford and Dunlavey study that was completed a few years ago showed that nearly half of the respondents wanted additional trails or sidewalks in the city. This project would address a need that is currently unmet. The city is already constructing sidewalks, and have plans to continue into the future.



Privet forest - Lift and Tilt tread

SW trail access

Central Trail Access

5 points

NE intersection?

TrailVisions, LLC.

Quotation

Michael Enervold

1045 Sunset Blvd.

Birmingham, AL 35213

Phone: 205-914-8367

trailvisions.llc@gmail.com

Date

10/16/2015

Quote no.

15006

Customer No. 1004

Company: Vestavia Hills Parks & Recreation

Contact: Brian Davis

Project No. P15005

Phone 205-276-9095

Project Title McCallum Park Singletrack Trails

Email bdavis@vhal.org

Address 1973 Merryvale Rd, Vestavia Hills, AL 35216

Length	Description		
	machine built singletrack recreational trail design & build compete service \$3.84 / foot, measured with rolling wheel, c/l of trail 1 round of mobilization/demobilization included (\$960 value) TrailVisions prefers a minimum of 1 mile, but will work to within the budgets of your department	1 mile @	\$20275.20

quoted prices valid through March 1, 2017

This quotation is for a design & build recreational trail. Permitting fees not included. Insurance & Licensing fees included.

TrailVisions, LLC.

Project Specialists in Recreational Trail Design, Planning, and Construction

RESOLUTION NUMBER 4913

**A RESOLUTION ACCEPTING BIDS FOR A WILLOUGHBY ROAD
SIDEWALK PROJECT**

WHEREAS, invitations to bid for the construction of sidewalks along Willoughby Road were advertised for bidders; and

WHEREAS, bids were opened in the Office of the City Clerk at 10:00 AM on November 2, 2016 with three (3) bid(s) submitted; and

WHEREAS, the resulting bid details are attached to this Resolution Number 4913 and marked as “Exhibit A”; and

WHEREAS, the City Engineer has reviewed the bid(s) and recommended by memorandum dated November 21, 2016 the acceptance of Walker Patton’s bid in an amount not to exceed \$272,945.80, a copy of which is marked as “Exhibit B” attached to and incorporated into this Resolution Number 4913 as though written fully therein; and

WHEREAS, the City Engineer has negotiated a \$7,500 reduction in said bid due to some changes in the scope of work concerning drainage; and

WHEREAS, a detail of the funding for said project is marked as “Exhibit C” attached to and incorporated into this Resolution Number 4913 as though written fully therein which requested a balance of \$86,000 to be approved by this Resolution; and

WHEREAS, a contract for services has been submitted pursuant to said bid which is marked as “Exhibit D”, attached to and incorporated into this Resolution Number 4913 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said bid and fund the construction as described in the attachments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The bid submitted by Walker Patton as per attached information (“Exhibits B and C”) is hereby accepted as bidder for a price not to exceed \$266,000 (\$272,945.80 less \$7,500); and
2. The City Manager is hereby authorized to execute and deliver all documents necessary, pending written approval from the City Attorney, in order to secure said construction; and

3. This resolution to become effective immediately upon adoption by the City Council.

APPROVED and ADOPTED this the 9th day of January, 2017.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



CITY OF VESTAVIA HILLS
 Willoughby Road Sidewalk Addition
 BID OPENING: November 2, 2016, 10am
 BID TABULATION

Item	Unit	Bid Qty	Gillespie Construction LLC		CB & A		Walker Patton Company, Inc.	
			unit price	total	unit price	total	unit price	total
5' Wide Concrete Sidewalk, 4" Thick	SY	1,200	\$ 88.50	\$ 106,200.00	\$ 60.13	\$ 72,156.00	\$ 63.51	\$ 76,212.00
Type 1 Handrail, 42" Height	LF	20	\$ 210.00	\$ 4,200.00	\$ 179.60	\$ 3,592.00	\$ 137.50	\$ 2,750.00
Relocate Signage	EA	2	\$ 250.00	\$ 500.00	\$ 376.23	\$ 752.46	\$ 250.00	\$ 500.00
2" Wide Stop Bar Striping	LF	36	\$ 25.00	\$ 900.00	\$ 46.00	\$ 1,656.00	\$ 37.50	\$ 1,350.00
Blackout Existing Striping	LS	1	\$ 1,550.00	\$ 1,550.00	\$ 483.00	\$ 483.00	\$ 312.50	\$ 312.50
Install Handicap Ramp	EA	2	\$ 2,250.00	\$ 4,500.00	\$ 3,694.69	\$ 7,389.38	\$ 1,125.00	\$ 2,250.00
Asphalt Patching	SY	12	\$ 200.00	\$ 2,400.00	\$ 290.87	\$ 3,490.44	\$ 93.75	\$ 1,125.00
Concrete Sidewalk Curb	LF	50	\$ 100.00	\$ 5,000.00	\$ 26.63	\$ 1,331.50	\$ 27.50	\$ 1,375.00
Retaining Wall (Height ≤ 12")	SF	420	\$ 75.00	\$ 31,500.00	\$ 95.48	\$ 40,101.60	\$ 56.79	\$ 23,851.80
Retaining Wall (Height > 12")	SF	1400	\$ 75.00	\$ 105,000.00	\$ 95.48	\$ 133,672.00	\$ 62.23	\$ 87,122.00
Relocate Mailbox	EA	5	\$ 220.00	\$ 1,100.00	\$ 178.02	\$ 890.10	\$ 125.00	\$ 625.00
Relocate Water Meter	EA	5	\$ 1,275.00	\$ 6,375.00	\$ 1,320.89	\$ 6,604.45	\$ 375.00	\$ 1,875.00
Relocate Sewer Clean-out	EA	5	\$ 1,250.00	\$ 6,250.00	\$ 415.61	\$ 2,078.05	\$ 187.50	\$ 937.50
Titway 419 Hybrid Bermuda Sod	SY	500	\$ 10.00	\$ 5,000.00	\$ 10.40	\$ 5,200.00	\$ 6.50	\$ 3,250.00
Emerald Zoysia Sod	SY	500	\$ 12.00	\$ 6,000.00	\$ 12.66	\$ 6,330.00	\$ 6.50	\$ 3,250.00
Shrubs, Ilex Vomitoria Nana (Dwarf Yaupon Holly), 3 Gallon	EA	20	\$ 150.00	\$ 3,000.00	\$ 52.50	\$ 1,050.00	\$ 40.00	\$ 800.00
Grading for Driveway	CY	20	\$ 150.00	\$ 3,000.00	\$ 58.90	\$ 1,178.00	\$ 31.25	\$ 625.00
Driveway Replacement	SY	30	\$ 75.00	\$ 2,250.00	\$ 122.59	\$ 3,677.70	\$ 67.00	\$ 2,010.00
Tree & Stump Removal	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,860.76	\$ 14,860.76	\$ 8,000.00	\$ 8,000.00
Replace Existing Valley Gutter	LF	10	\$ 85.00	\$ 850.00	\$ 56.71	\$ 567.10	\$ 37.50	\$ 375.00
Drainage Catch Basin & Piping	LS	1	\$ 2,750.00	\$ 2,750.00	\$ 1,126.27	\$ 1,126.27	\$ 7,000.00	\$ 7,000.00
Demo Existing Brick Wing Walls	LS	1	\$ 550.00	\$ 550.00	\$ 1,191.86	\$ 1,191.86	\$ 1,000.00	\$ 1,000.00
Mobilization	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 14,087.50	\$ 14,087.50	\$ 32,350.00	\$ 32,350.00
Insurance and Contract Bonding (Not-to-Exceed 3% of Contract Amount)	LS	1	\$ 10,100.00	\$ 10,100.00	\$ 9,988.99	\$ 9,988.99	\$ 7,000.00	\$ 7,000.00
Construction Staking	LS	1	\$ 5,250.00	\$ 5,250.00	\$ 9,500.21	\$ 9,500.21	\$ 7,000.00	\$ 7,000.00
Total Bid Price				\$ 360,225.00		\$ 342,955.37		\$ 272,945.80

Bid Bond?
 Contractor's License Number?

X yes	no	X yes	no	X yes	no

CITY OF VESTAVIA HILLS
DEPARTMENT OF PUBLIC SERVICES
OFFICE OF CITY ENGINEER
INTER-DEPARTMENT MEMO

November 21, 2016

To: Jeff Downes, City Manager

CC: Brian Davis, Director of Public Services
Lori Beth Kearley, Engineering

From: Christopher Brady, City Engineer

RE: Willoughby Road Sidewalks

On Nov 2nd we received three bids for the construction of the Willoughby Road Sidewalk project:

Walker Patton Co. -----	<u>\$272,945.80</u>
CB & A -----	<u>\$342,955.37</u>
Gillespie Construction ----	<u>\$360,225.00</u>

After review and consideration, we recommend acceptance of bid by Walker Patton Company.

We have met and discussed cost-saving measures with Walker Patton. Due to clarification of scope of work associated with drainage (bid item 21) and construction stakeout (bid item 25), Walker Patton has reduced bid price by \$7,500. Additionally, we are reviewing opportunities to obtain construction easements with homeowners to reduce amount of retaining wall depicted in plans. We believe this effort can further reduce cost of project by approximately \$10,000.

Walker Patton completed the Cahaba Heights/Dolly Ridge Road project for the City in 2010/2011 timeframe; we had no issue and further provide a favorable recommendation based on this prior workmanship. Additionally, they have completed and are continuing several similar projects with City of Mountain Brook and other neighboring communities.

We recommend award of construction contract to Walker Patton Company in the amount of approximately \$266,000.00.

Please let me know if questions.

Sincerely,
-Christopher



Sidewalk Fund (21) Summary
as of November 21, 2016

Sources and Uses Analysis

<i>Fund Balance- Beginning of FY 16</i>	\$	353,917.00
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<i>Anticipated Reimbursement- ALDOT</i>	\$	200,000.00
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Anticipated Expenses

FY 16 Appropriations

Sidewalk Construction	\$	(95,000.00)
Sidewalk Design	\$	(5,000.00)
SHAC Phase II- Contribution	\$	(100,000.00)

FY 16 Expenses Outside Appropriations

Hwy 31- Ped Bridge Design	\$	(134,246.00)
---------------------------	----	--------------

<i>Anticipated Fund Balance- End of FY 16</i>	\$	219,671.00
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Anticipated and Proposed Expenses FY 17

Hwy-31 Ped Bridge Design	\$	(65,754.00)
Proposed Sidewalk Construction Budget	\$	(120,000.00)

<i>Anticipated Fund Balance- End of FY 17</i>	\$	33,917.00
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Available Funds for Willoughby and Green Valley

	\$	Balance
FY 16 Balance	\$	60,000.00
FY 17 Appropriation	\$	120,000.00
Multi-Year Balance	\$	180,000.00
Willoughby Bid Price	\$	(266,000.00) \$ (86,000.00)

AGREEMENT

THIS AGREEMENT, made and entered into on the ____ day of _____ 20 ____, by and between _____ Contractor and **City of Vestavia Hills**,
Owner:

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

- 1. That the Contractor shall furnish all the materials and perform all the work for the Project entitled **Willoughby Road Sidewalk Addition** in manner and form as provided by the following enumerated Drawings, Specifications, and Documents, which are attached hereto and made a part hereof, as if fully contained herein:

- Part 1 - Bidding Requirements
- Part 2 - Contract Forms
- Part 3 - Conditions of the Contract
- Part 4 - Specifications
- Part 5 - Drawings
- Part 6 - Addenda,,

(The foregoing are collectively referred to as the "Contract Documents").

- 2. That the Contractor shall commence the Work to be performed under this Agreement within seven (7) days from the Agreement start date specified in the Owner's Notice to Proceed, shall substantially complete the Work in all respects within 90 days from the date specified in the Owner's Notice to Proceed.
- 3. It is mutually agreed between the parties hereto that time is of the essence, and in the event the Work is not substantially completed within the time herein specified it is agreed that the Contractor shall pay liquidated damages in the amount of \$500.00 per day for each calendar day of delay to the Owner until the Work is substantially completed, as determined by the project

engineer. The Contractor agrees that the amount of liquidated damages fairly and accurately represents the actual damages which the Owner will have sustained per day by reason of the Contractor's failure to substantially complete the Work within the time specified herein. Liquidated damages is not a penalty but is instead intended to compensate the Owner for costs incurred as a result of the Contractor's delay. The Contractor further agrees that this is a bargained for and essential provision of the agreement and that the Contractor freely and voluntarily submitted a bid for the Work.

4. That the Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Contract Documents in lawful money of the United States, the amount of:

_____ Dollars (\$_____) based on the lump sum amounts contained herein.

5. That upon submission by the Contractor of evidence satisfactory to the Owner that Notice of Completion requirements have been met including proof of publication of notice of completion, and that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the Work have been paid in full, final payment of account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all Work covered by this Agreement and the acceptance of such Work by the Owner.

6. That the Work completed herein shall be covered by a warranty as provided by the Performance Bond and as provided in the Contract Documents, effective for a period beginning upon the date of substantial completion and ending one (1) year thereafter.

7. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such bond to be unsatisfactory or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days from the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner, and if

not furnished the Contractor may be terminated at the option of the Owner by giving ten (10) days written notice.

8. No payment for additional Work or extras will be made unless the same shall be duly authorized by appropriate action by the Owner in writing.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in four (4) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

If Sole Proprietor or Partnership

Signature of Contractor

Title

If Corporation

Name of Corporation

(SEAL)

ATTEST:

By _____

Title _____

Secretary

NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public in and for the above County and State, personally appeared _____, whose name as _____ for the above Contractor is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Contractor.

Given under my hand and seal this _____ day of _____, 20_____.

[Print Name]: _____

My Commission expires: _____

ATTEST:

City of Vestavia Hills

City Clerk

By _____
City Manager

NOTARY ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Before me, the undersigned Notary Public in and for the above County and State, personally appeared _____, whose name as _____ for the above Owner is signed above, and who, after being by me first duly sworn, acknowledged before me that he/she signs this Contract with full authority as the act of the Contractor.

Given under my hand and seal this _____ day of _____, 20_____.

[Print Name]: _____

My Commission expires: _____