

Resolution No. 2024.08.76

**RESOLUTION OF CITY COUNCIL OF CITY OF MIDFIELD,
ALABAMA APPROVING THE SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
AMERICA TRAFFIC SOLUTIONS, INC. D/B/A VERA
MOBILITY AND THE CITY OF MIDFIELD, ALABAMA**

Whereas, on or about October 10, 2021, the city of Midfield and Vera Mobility entered into a Professional Service Agreement for the City to use certain equipment and BOS to enforce traffic violations; and

Whereas, the parties are desirous of amending the Agreement to continue the operation of the red-light safety camera system and fixed safety camera system; and

Whereas, the city needs to upgrade the camera systems, add one new location for Red Light Safety Cameras, and add four (4) Fixed Speed Safety Camera Systems; and

Whereas, the proposed SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is hereto attached as Exhibit A hereto; and









The Roofing Dudes LLC. Roofing Contract & Payment Terms

With this contract, The Roofing Dudes LLC. sets forth the agreement between The Roofing Dudes LLC. (hereinafter "TRD") and **Moses Hill** (hereinafter "Customer") to establish the working terms for work to be completed at **400 Breland Drive, Midfield, AL 35228**. In addition to the working terms, this contract also establishes the agreed upon payment schedule between TRD and Customer.

Please Review and Initial the Below Items:

_____ Shingle Type/Color/Delivery Instructions: N/A / N/A / None

_____ Existing Property Damage (Fascia Rot, Driveway Cracks, etc.): None

Liability Disclosure Addendum

Initial Below:

_____ I understand that this is a construction site, and agree to use caution when entering and exiting my property and to ensure the safety of my family members, friends, children and pets on the premises. I understand and accept the risks of falling debris and errant nails. It is my responsibility to use reasonable caution and I agree to release and hold harmless The Roofing Dudes LLC., of any responsibility for any injury, damage to property or death that may occur due in part or in whole to any negligence on my part. I understand it is my responsibility to secure any items in my home that may be fragile or might fall resulting in injury or death. Any damage to any items is the sole responsibility of Customer.

_____ All TRD vehicles are rated for driveway usage and any damage and/or cracks resulting from routine driveway usage and/or parking in the driveway to complete the job is not the responsibility of The Roofing Dudes LLC..

_____ I understand that any punctured lines are not the responsibility of The Roofing Dudes LLC. during the installation process. Code provides for installation standards for roofing and all code standards are followed by TRD. In the event that an electric, HVAC, Plumbing, etc. line is damaged during the installation process, it is the sole responsibility of Customer to repair.

Right of Rescission and Property Disclosure

Under AL State Law, you have the right to cancel this contract within 3 business days of the contract date. By initialing here I confirm that I have been informed of the cancellation information found on this contract titled "Notice of Cancellation for Contract" _____.

Cancellation I choose to cancel this contract Customer Signature _____ Date _____

Terms I understand that a TRD Representative is available upon request to inspect all furnace vent connections that may become unattached during the roofing process. I understand it is my responsibility to ensure these connections are secure or request a TRD Representative to inspect the crucial connections, so that Carbon Monoxide does not enter my dwelling. I agree that this is my responsibility to ensure the safety of my family and agree to hold harmless The Roofing Dudes LLC. of all liability associated with Carbon Monoxide and/or furnace vent connections. I further understand that Carbon Monoxide is a deadly Gas and Serious injury or death may occur as a result of furnace vents becoming disconnected.

In the event of rotten decking, TRD will repair and/or replace rotten decking at the expense of Customer. Not replacing rotten decking will void your manufacturer warranty as well as your 5 Year Workmanship Warranty from TRD. It is at the discretion of the TRD Roofing Crew to remove all existing underlayment on your roof. New underlayment may be placed over existing underlayment in some areas. A thorough inspection of existing decking is still conducted in areas with an additional underlayment layer.

A new roofing system will not remedy existing issues to framing, decking, fascia or soffit. If agreed upon in writing in the special instructions above, any of these type of repairs can be made at the expense and request of Customer prior to the installation of the roof. However, these repairs are not a part of the insurance claim unless otherwise noted and repairs to these items cannot be completed after the installation of the roofing system.

Venue all suits arising out of or related to this agreement shall be filed in the courts of Jefferson County Alabama.

Warranty TRD includes a 5 Year Workmanship Warranty on all newly installed TRD roofing systems, which protects against poor workmanship. TRD is not responsible for normal wear and tear. See complete warranty information for details. Warranty begins upon payment in full of total contract amount and approved supplements

warranty will be voided by unpaid contract.

Payments The first payment is due upon signing of this agreement. Failure to make the first payment may result in work stoppage. The Roofing Dudes LLC. is not liable for damages that may occur to the property due to work stoppage for failure to make initial contract payment. This includes but is not limited to flooding, water damage, theft of material, etc. Final roof payment is due to TRD upon roof completion. Final payments not received within 30 days of completion will be considered failure to pay and will be subject to Failure to Pay Penalties. See Failure to Pay Penalties for further details.

Failure to Pay Penalties 10% penalty assessed against the total remainder due, all discounts will be revoked at the sole discretion of TRD, and the account will be subject to being sent to a 3rd party collections agency. Failure to pay may also result in Theft of Service charges being filed per AL law in addition to any necessary civil remedies.

Notice of Cancellation for Contract If I choose to exercise my 3 Day Right of Rescission, I understand that by signing and dating in the space provided will make this contract null and void, and no work will be provided by TRD. I understand it is my responsibility to mail 1 copy of this cancelled contract to the corporate office of The Roofing Dudes LLC. to 2100 Southbridge Parkway Suite 650, Birmingham, AL 35209 and to info@theroofingdudes.com post marked or time stamped no later than 3 business days after the date and time that this contract was executed. In the event that your insurance company denies a filed claim, a pre-contract will be cancelled with proof of denial. Contracts cancelled outside of this period may result in a restocking fee not to exceed 25% of the total contracted amount.

Note: TRD Sales Representatives do not make verbal contracts and any terms not disclosed on a contract are considered null and void.

We accept personal checks, money orders, cashiers checks or credit cards. (Make checks payable to The Roofing Dudes LLC.) There is a 3.5% processing fee for credit card transactions. Returned checks will result in a returned check fee of \$50 and/or potential hot check charges filed with the appropriate authorities.

***** AL law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of AL law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible. *****

Customer Signature 2

Date

Jonathon Yale

The Roofing Dudes

6/24/2022 | 45 Photos



Metal Roof Colors

Ash Grey



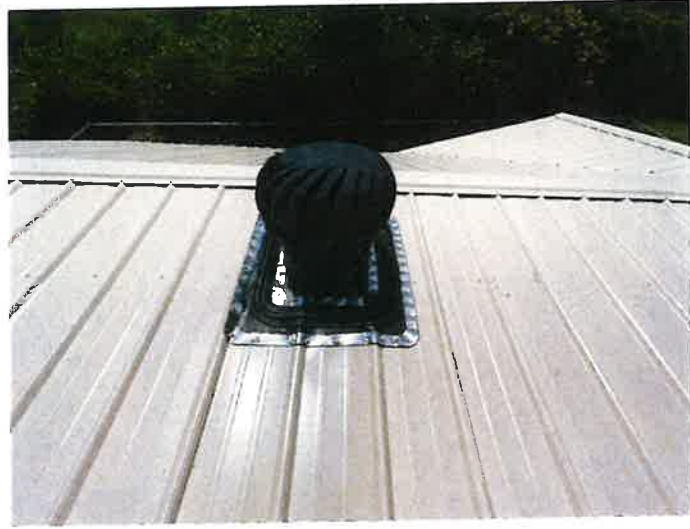


Old Town Grey



Light Stone





Polar White



Crimson Red



Charcoal



Brown



Taupe



Burnished Slate



Hunter Green



Galvalume



Forest Green



Hawaiian Blue



Gallery Blue



Rustic Red



Saddle Tan



Black





PO Box 10325
Birmingham, Alabama 35202
205-283-7683

Estimate

For: MIDFIELD PUBLIC LIBRARY
INSPECTIONS@CITYOFMIDFIELD.COM
400 Breland Dr
Birmingham, AL, 35228-2732
2052289076

Estimate No: 166
Date: 03/19/2024

Description	Amount
REPLACE SHINGLE ROOF WITH METAL ROOF- REMOVE SHINGLES , BRING IN METAL ROOFING, CUT OUT METAL TO FIT AND COVER ENTIRE ROOF, SCREW DOWN METAL ROOFING, CUT OUT RIDGE CAPS AND VALLEYS, SCREW DOWN ALL RIDGE CAPS AND VALLEYS, RUN WATER OVER ROOF TO ENSURE NO LEAKS, HAUL OFF DEBRIS TO LAND FILL AND CLEAN UP AFTER JOB	\$14,750.00
Subtotal	\$14,750.00
Total	\$14,750.00
Total	\$14,750.00

Client's signature



PO Box 10325
Birmingham, Alabama 35202
205-283-7683

Estimate

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INSPECTIONS@CITYOFMIDFIELD.COM
400 Breland Dr
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Subtotal	\$14,750.00
Total	\$14,750.00
Total	\$14,750.00

Client's signature

I authorize the City of Midfield, Alabama, to make such investigations of my employment, financial, legal, criminal, driving record, and other histories as it deems necessary. I authorize my past and present employers, schools, government and law enforcement agencies, and all other persons to respond fully to any such inquiries from the City of Midfield, Alabama, and I release all such persons from any liability in responding to such inquiries. I certify that I am providing my social security number on a voluntary basis for the purposes authorized herein and for those set forth in Ordinance No. 2009-7 of the City of Midfield, Alabama.

Date:

Individual's Name (Printed):

Individual's Social Security No.:

Individual's Signature:

Name of Organization:

Notary Public

My commission expires _____

City of Midfield Officials Only

- A) Inspected for compliance with all Federal, State and local laws by the Chief of Police or by any other Authorized representative of the City designated by the Chief of Police or the Mayor
Yes No
- B) Approved by the City Council for conduct of Bingo Games
Yes No
- C) SIGNAGE approval
Yes No
- D) Names, addresses, DOB of sections 11, 12 and 13
Yes No
- E) Location verification
Yes No
- F) Date of Incorporation showing evidence of inception showing existence by applicant for at least 2 years
Yes No
- G) Certified copy of the charter, certificate of incorporation, by-laws or the evidence of legal existence of the applicant.
Yes No
- H) Copy of the letter ruling or tax-exempt determination letter from the Internal Revenue Service, or other creditable proof verifying the tax-exempt status of the applicant or the parent organization of which the same is a qualified branch, chapter or post.
Yes No
- I) Liability insurance submitted satisfactory evidence that the Location has in place liability insurance in an amount not less than \$1,000,000
Yes No
- J) Adequate parking for patrons and employees as reasonably determined by the Chief of Police and/or City Council
Yes No
- K) Onsite security as reasonably prescribed by the Chief of Police and/or City Council, including but not limited to at least one APOST certified officer on premises at all times
Yes No
- L) Onsite first aid personnel as reasonably prescribed by the Chief of Police and/or City Council
Yes No
- M) Such accounting procedures, controls and security monitoring as are reasonably necessary to preserve
Yes No

and promote the integrity of the operation of Bingo Games and protection of the License Holder and Patrons

- N) Satisfactory evidence that the Location is fully compliant with the American with Disabilities Act. Yes No
- O) Class B Qualified Location is situated in a General Business (GB) Zone or a Industrial (I) Zone Yes No
- P) Class B Qualified Location is not located within a quarter-mile of another Class B Qualified Location Yes No
- Q) Location shall mean a building, hall, enclosure, room, premises, grounds and/or outdoor area that complies with all federal, state, and local laws applicable building and fire codes. Yes No
- R) Class B Location – 500 minimum operable Skill Video Game Machines identified and City of Midfield Stickers applied to machines Yes No

Signature of Mayor _____ Date _____

Signature of City Clerk _____ Date _____

Signature of Building Inspection Officer _____ Date _____

Signature of Fire Chief _____ Date _____

Signature of Police Chief _____ Date _____