# Vestavia Hills
# City Council Agenda
# July 14, 2025
# 6:00 PM

1. Call to Order
2. Roll Call
3. Invocation - Tom Bryson, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Announcements, Candidates and Guest Recognition
7. Presentation - JBS Mental Health Authority - James Crego, Director
8. City Manager's Report
9. Councilors' Reports
10. Approval Of Minutes - June 23, 2025 regular meeting minutes and June 26, 2025 emergency special called meeting minutes

**Old Business (Public Hearing)**

11. Public Hearing - Resolution Number 5572 - A Request for Budget Appropriation for the Vestavia Hills Municipal Court FY25
12. Public Hearing - Resolution Number 5573 - Annexation - 90 day - 2560 Rocky Ridge Road; Hartford Development LLC

**New Business**

13. Resolution Number 5574 - A Resolution declaring Council Place No. 1 to be unopposed; declaring Rusty Weaver to be elected and authorizing the Mayor to issue a Certificate fo Election to Rusty Weaver
14. Resolution Number 5575 - A Resolution declaring Council Place No. 4 to be unopposed; declaring Ali Pilcher to be elected and authorizing the Mayor to issue a Certificate fo Election to Ali Pilcher
15. Ordinance Number 3277 - An Ordinance accepting a bid for the Emergency Generator Project at City Hall and authorizing the Mayor and the City Manager to take all actions necessary to secure said construction.
16. Resolution Number 5577- A Resolution Authorizing The City Manager To Execute A MB-05 Alabama Department Of Transportation Agreement For Grading And/Or

Landscaping On Right-Of-Way And A MB-07 Special Agreement For Installation Of Drainage Structures Alabama Department Of Transportation Highway Right-Of-Way

**New Business Requesting Unanimous Consent (Public Hearing)**

**First Reading (No Action To Be Taken At This Meeting)**

17. Public Hearing - Resolution Number 5576 - A Resolution for Vacation of a lot-line easement at 7612 Gunston Place; Lot 49, Old Overton Ridge; Richard Mullen, Owner
18. Public Hearing - Ordinance Number 3273- Rezoning - 3279 Cahaba Heights Road; Rezone from Vestavia Hills R-5 (multifamily) and Vestavia Hills O-1 (office) to Vestavia Hills R-9 (planned residential) for construction of eleven townhomes; KADCO and David Bruno, owners; Jason Kessler, KADCO, representing
19. Citizens Comments
20. Time Of Adjournment

## PUBLIC HEARING PROCEDURES

The following procedures shall be followed for every public hearing of the City Council:

- All comments shall be limited to **3 minutes**. A countdown clock will be provided on the video screens.
- Do not duplicate comments made by previous speakers. For example, if traffic is mentioned as an issue, do not readdress that issue.
- All comments shall be directed to the Mayor and/or presiding officer. Do not address the audience or the applicant.
- Each speaker shall identify himself, including full name and address.

## SPECIAL NOTICE CONCERNING CITY COUNCIL MEETINGS

If you prefer not to attend a City Council meeting or work session in person, you may participate remotely:

- **Videoconference:** To participate by videoconference, you may access the meeting via Zoom at https://us02web.zoom.us/j/5539517181. When the Zoom.us window opens in your browser, click "Allow" to be placed in a virtual "waiting room." The host will open the meeting and allow all participants to join the meeting at that time. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, activate the "video" feature and unmute yourself by toggling the mute button. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then you may address the Council. Some useful Zoom functions include: microphone Mute/Unmute; Start/Stop Video; and View Participants – opens a pop-out screen that includes the "Raise Hand" icon that you may use to raise a virtual hand.
- **Teleconference:** To participate by telephone, dial 312.626.6799 and enter the meeting ID: 5539517181. All participants will be automatically muted upon entrance to the meeting. If you wish to speak during time(s) identified for public input, unmute yourself by pressing *6 on your keypad. Then state your name and wait for the Mayor to recognize you. When the Mayor recognizes you and gives you the floor, state your name and address for the record and then address the Council.

**Meetings may be recorded.** By participating in the meeting, you are consenting to be recorded.

**"Zoom-bombing."** Zoom-bombing is a cyber-crime and is punishable by law. In the event of an attendee intruding into any City of Vestavia Hills Zoom meeting, the online broadcast will be terminated immediately. Council and/or board members may be readmitted but online attendees will not. Although Zoom-bombing is not a frequent occurrence, those wishing to make public comment should attend the meeting in person.

# Vestavia Hills
# City Council Minutes
# June 23, 2025
# 6:00 PM

## 1. Call to Order

The City Council of Vestavia Hills met in regular session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the City Clerk called the roll with the following:

## 2. Roll Call

Roll call was as follows:

**MEMBERS PRESENT:** Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, City Councilors Kimberly Cook, Paul Head, and George Pierce

**MEMBERS ABSENT**: None.

**OTHER OFFICIALS PRESENT:** Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Cinnamon McCulley, Asst. City Manager; Rebecca Leavings, City Clerk; Steve Evans, Police Lt.; Melvin Turner, Finance Director; Zachary Clifton, Asst. Finance Director; Ethan Fisher, City Engineer; Marvin Green, Fire Chief; Umang Patel, Court Director; Keith Blanton, Building Official*
**attended via Zoom*

## 3. Invocation - Melvin Turner, III, Finance Director

## 4. Pledge Of Allegiance

## 5. Approval Of The Agenda

The Mayor opened the floor for a motion to approve the agenda as amended as he was requested to delete item number 17, the rezoning of 3279 Cahaba Heights Road, to a date to be determined at the request of the developer.

**MOTION**: Approve amending the agenda to delete Item 17. Motion By: George Pierce. Seconded By: Kimberly Cook.

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul

Head, George Pierce.
No: None. Abstain: None. Motion passed.

**MOTION**: Approve the agenda as amended. Motion By: Rusty Weaver. Seconded By: Kimberly Cook.

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

## 6. Announcements, Candidates and Guest Recognition

- Mr. Pierce announced that the annual I Love America Night will be held on Thursday evening. He stated that there are many activities planned with food trucks and fireworks. He invited everyone to attend.
- Mr. Pierce welcomed Brian Fisher to the meeting representing the Chamber of Commerce Board.
- Mayor Curry announced a party on Sunday, June 29, at Shades Mountain Baptist Church honoring Beau Brewer, a young man who has been battling cancer at St. Judes hospital. He has completed his radiation treatments and is headed back home. This party will be to encourage everyone to "Be Brave like Beau" and honor him in his fight. He asked everyone to come by and wish him well.
- Ali Pilcher, candidate for Council, Place 4, introduced herself and asked for support in the upcoming election.
- Brian DeMarco, candidate for Council Place 3, introduced himself and asked for support in the upcoming election. He encouraged everyone to get out and vote.
- Mr. Weaver stated that Planning and Zoning Commission had its regular meeting last Thursday night. All the requests were map approvals.

## 7. City Manager's Report

- Mr. Downes reminded the Council that, several weeks ago, the Council had significant discussions regarding an upcoming capital development project to which he is referring as the 2025 Capital Development Project at SHAC and the renovations of Fire Station 4 in Liberty Park. At strategic planning, the Council expressed concerns about 1) capacity of SHAC parking, 2) discussed moving the proposed library facility closer to Sicard Hollow Road for better visibility, and 3) asked to include redesign of the maintenance facility access road for safety, as it is heavily used by park and school carpool traffic and affects residents from all parts of the city. Since then, the civil engineering team has been working on redesign to accommodate the needs and is very close to having a revised masterplan, which will be presented to the Council soon. This precipitates the need for selecting and hiring a construction manager.
- Requests for Proposal for construction management consulting were published and there have been five proposals submitted. He would like to begin scheduling interviews with the respondents. He suggested that the Council come together at the next regularly scheduled work session on July 21, beginning 3:30 in the afternoon. The Council concurred July 21, starting 3pm, is agreeable.

## 8. Councilors' Reports

- Mrs. Cook reported that, last Friday, she took a field trip to the Over the Mountain Regional Training Facility and got to witness Fire Department training for confined space rescues. She is proud to be a part of a City Council that prioritizes training of police and fire. In addition to contributing to the Fire Department's highest ISO 1 rating, it also means we attract the best first responders to keep citizens safe. Since taking office, the fire department training budget has more than doubled. This, along with competitive employee salaries and benefit, ensures that the city has the cream of the crop taking care of our citizens. She thanked Asst. Chief Ryan Farrell for the invitation to observe. She consistently hears from the community that public safety is a top priority, and that is why the Council prioritizes this funding.

  During the observation, she asked about how often these confined space rescues occur. She was told these incidents are infrequent, but high-risk for rescue professionals. Having this training provides better rescues and protects the rescuers. She commended Battalion Chief of Training Christian Elliott who leads the training and the props that are used to simulate these circumstances. The facility was donated by Jefferson County, but Battalion Chief Elliot personally designed the training props to simulate the confined space rescue, allowing a first responder with all the gear, including an oxygen tank, to practice pull an unresponsive adult through a confined narrow space with twists and turns. She stated she is thankful for this specialized training of the fire department and thankful to have seen it in person.
- Mrs. Cook attended the Board of Education meeting just prior to this meeting. She attended the meeting virtually and heard a presentation from the Board's communication specialist. Mrs Cook stated the Board continually seeks ways to enhance communication to make it easier for students, as well as parents, to access and understand. She is thankful that the system emphasizes the importance of communications with the public. This was a priority for her when she sought an appointment to the Board, multiple times in the past, and has advocated for it since taking office. Now, the Board's meetings are livestreamed so she was able to attend this meeting from the comfort of her home. The Board continues to make effective communications a priority so that official sources will be the first and best means of getting information about schools.
- Mr. Pierce attended the Chamber of Commerce Board meeting last month which focused on plans for I Love America Day. The Board reviewed their Executive Summary report that shows how many members are in the Chamber and where they are located. He feels that priority should be focused on membership of businesses that are in the City.
- Mr. Pierce stated that in August, the City Manager and School Superintendent Freeman will give a joint presentation. Every year, this presentation shows the strong working relationship of the City and the Board. The presentation is very informative and he invited everyone to attend.
- Mr. Weaver stated that he had Fire Department experience of his own, which was not voluntary. His son had to be transported to Children's Hospital for a medical emergency. The City's investments in the Fire Department are critical to maintain high quality of service and quick response times. At the time he called for help, they were responding to nine other calls in the City at the same time.

**9. Financial Reports - Zachary Clifton, Deputy Finance Director**

The financial statements, from the month ending May 2025, were presented by Zachary Clifton, Deputy Finance Director. Mr. Clifton read and explained the balances.

Mr. Clifton noted new commercial building permit revenues are less than last year due to larger projects which were begun in the previous fiscal year. Revenues are holding to the budget and still holding strong.

**10. Approval Of Minutes - June 9, 2025, work session and June 9, 2025, regular meeting minutes**

The Mayor announced that the minutes of the June 9 work session and the June 9 regular meeting are being presented for approval. He opened the floor for a motion.

**MOTION**: Approve the minutes as presented. Motion By: Kimberly Cook. Seconded By: Rusty Weaver.

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

**Old Business (Public Hearing)**

**11. Public Hearing - Resolution Number 5567 - Annexation - 90 day - 2610 Stony Branch Road; Lot 1, Stony Branch Subdivision; William Green, owner**

**MOTION**: Approve Resolution Number 5567 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

The Mayor stated that this request will begin a 90-day annexation of this property. He stated that the next item, Ordinance Number 3274, will annex the same property using the overnight method. He stated that there would be one public hearing for both items.

Mr. Pierce gave the annexation committee report for these two requests. He stated that there were concerns from the Fire Department and engineers concerning the narrowness of the private street. The residents have worked with both departments to find a solution. The owners have agreed that the modifications will be made and approved prior to the 90-day final annexation.

The Mayor opened the floor for a public hearing for Resolution Number 5567 and Ordinance Number 3274.

David Harwell, 1803 Catala Road, stated that he had reviewed the agenda packet and noted that the tax records show a value of around $1 million. He stated that the has been in the County for several years and the owner has been exempt from paying any property taxes in the last few years. He asked the Council why they would consider bringing in a property that pays no taxes.

William Green, 2610 Stony Branch Road, explained that he is 80 years old and no longer pays property taxes because of a disability, precipitated by his military service. At some point, he will pass on, someone else will own this home, and it will be back onto the tax roll.

Mr. Pierce pointed out that people request annexation because later on it will be higher value when the house is eventually sold.

Mr. Head said the reason to consider annexation of such a property is that it will some day be back on the tax roll when a new owner takes possession.

Discussion ensued.

Donald Harwell, 1357 Willoughby Road, stated that if he were on the Council, he would not vote for annexation.

William Paul, 2620 Stony Branch Road, stated his property is also on the agenda tonight on the same narrow road. He explained that the necessary improvements to the access road would be on Mr. Green's property, and the annexation is necessary to allow him to also meet the requirements of annexation. He pointed out that the value of his home is also significant and that he does pay ad valorem taxes, which would help to offset the expenses of annexing of the Green property, because Mr. Paul's property does bear tax revenue.

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

**VOTE**: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head. No: George Pierce.
Abstain: None. Motion passed.

**12. Public Hearing - Ordinance Number 3274 - Annexation - Overnight - 2610 Stony Branch Road; Lot 1, Stony Branch Subdivision; William Green, owner**

**MOTION:** Approve Ordinance Number 3274 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

The Mayor indicated that the public hearing was previously held.

**VOTE**: Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

**13. Public Hearing - Resolution Number 5568 - Annexation - 90-day - 2620 Stony Branch Road; Lot 3, Stony Branch Subdivision; William and Karen Paul, owners**

**MOTION**: Approve Resolution Number 5568 as presented. Motion By: George Pierce. Seconded By: Rusty Weaver.

The Mayor stated that this request will begin a 90-day annexation of this property. He stated that the next item, Ordinance Number 3275, will annex the same property using the overnight method. He stated that there will be one public hearing for both items. The owner just spoke to this request during the public hearing for the previous request
Mr. Pierce stated that the report was the same as the previous property with the condition to improve the roadway.

The Mayor opened the floor for a public hearing.

Donald Harwell, 1357 Willoughby Road, asked if the taxes the owner of this property pays

will be enough to cover the emergency services for both residences.

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

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

**14. Public Hearing - Ordinance Number 3275 - Annexation - Overnight - 2620 Stony Branch Road; Lot 3, Stony Branch Subdivision; William and Karen Paul, owners**

**MOTION**: Approve Ordinance Number 3275 as presented. Motion By: Kimberly Cook. Seconded By: George Pierce.

The Mayor indicated that the public hearing was previously held.

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed.

**15. Public Hearing - Ordinance Number 3276 - An Ordinance Authorizing the Mayor and City Manager to Execute Any and All Documents Related to a Lease Extension for New Cingular Wireless, PCS as Tenant at the Cell Tower Located at 509 Montgomery Highway**

**MOTION**: Approve Ordinance Number 3276 as presented. Motion By: George Pierce. Seconded By: Paul Head.

Mr. Downes explained that this is the renewal for the monopole near Chick Fil A behind the fire station. One of the tenants on the tower is New Cingular who has had a lease since January 2000 and this is the renewal of that lease. He indicated the parameters of the revised leased terms and allows them to remain on that tower.

Mrs. Cook asked Mr. Boone if he had reviewed the contract.

Mr. Boone said he has reviewed and approves the language of the contract.

Mr. Pierce stated that this was the technology for many years and now some of the services are going to fiber. Mr. Downes explained the difference between macro- and microsites.

The Mayor opened the floor for a public hearing. There being no one present to address the Council on this issue, the Mayor closed the public hearing and called for the question.

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed

## New Business

### 16. Resolution Number 5571 - A Resolution appointing an Election Manager for the 2025 Vestavia Hills municipal elections

**MOTION**: Approve Resolution Number 5571 as presented. Motion By: Kimberly Cook. Seconded By: George Pierce.

Mr. Downes explained that the Mayor has qualified as a candidate and the Council needs to appoint an election manager to handle the election. In light of Ms. Leavings' retirement, it was recommended that Umang Patel be appointed to learn under Ms. Leavings' direction.

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.
No: None. Abstain: None. Motion passed

## New Business Requesting Unanimous Consent (Public Hearing)

## First Reading (No Action To Be Taken At This Meeting)

### 17. Public Hearing - Ordinance Number 3273- Rezoning - 3279 Cahaba Heights Road; Rezone from Vestavia Hills R-5 (multifamily) and Vestavia Hills O-1 (office) to Vestavia Hills R-9 (planned residential) for construction of eleven townhomes; KADCO, owner; Jason Kessler, KADCO and David Bruno, representing

This item was postponed indefinitely at the request of the developer.

### 18. Public Hearing - Resolution Number 5572 - A Request for Budget Appropriation for the Vestavia Hills Municipal Court FY25

### 19. Public Hearing - Resolution Number 5573 - Annexation - 90 day - 2560 Rocky Ridge Road; Hartford Development LLC

### 20. Citizens Comments

- None.

## 21. Time Of Adjournment

There being no further business, Mr. Pierce made a motion to adjourn. The Mayor adjourned the meeting at 6:52 PM.

Ashley C. Curry, Mayor

ATTESTED BY:

Rebecca Leavings, City Clerk

# Vestavia Hills
# City Council Minutes
# Emergency Meeting
# June 26, 2025
# 9:00 AM

## 1. Call to Order

The City Council of Vestavia Hills met in emergency session on this date at 9:00 AM, following publication and posting pursuant to Alabama law. A number of staff and members of the general public also attended virtually, via Zoom.com, following publication pursuant to Alabama law. The Mayor called the meeting to order and the Acting Clerk called the roll with the following:

## 2. Roll Call

Roll call was as follows:

**MEMBERS PRESENT:** Mayor Ashley Curry, Mayor Pro-Tem Rusty Weaver, Council members Kimberly Cook, Paul Head, and George Pierce

**MEMBERS ABSENT**: None.

**OTHER OFFICIALS PRESENT:** Jeff Downes, City Manager; Patrick H. Boone, City Attorney; Umang Patel, Acting Clerk; Jamie Lee, Director of Parks and Leisure Services

**Executive Session**

## 3. Executive Session for possible purchase/sale of property

The Mayor explained that the purpose of this meeting is for the Council to go into executive session for the proposed sale/purchase of real estate for an estimated 45 minutes. The Mayor stated there will be no business conducted after the executive session.

Mr. Boone stated that the purposes of this executive session meet the requirements of Alabama law.

**MOTION**: Motion to move into executive session for the purchase/sale of real estate for an estimated 45 minutes, with no action to be taken afterwards. Motion By: George Pierce. Seconded By: Kimberly Cook.

**VOTE:** Roll call vote as follows: Yes: Ashley Curry, Rusty Weaver, Kimberly Cook, Paul Head, George Pierce.

No: None. Abstain: None. Motion passed.

At 9:03 AM the Council exited the Chamber and moved into Executive Session. At 9:45 AM the Council re-entered the Chamber and the Mayor called the meeting back to order.

**4. Adjourn**

There being no further business, Kimberly Cook made a motion to adjourn at 9:46 AM.

Ashley C. Curry, Mayor

ATTESTED BY:

Umang Patel, Acting Clerk

# CITY OF VESTAVIA HILLS
# MUNICIPAL COURT
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Umang Patel, Court Director

**Cc:**

**RE:** Public Hearing - Resolution Number 5572 - A Request for Budget Appropriation for the Vestavia Hills Municipal Court FY25

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**Background:**
The Municipal Court utilizes access codes for its online driving school program, which has seen higher-than-expected participation. As a result, the Court does not have enough access codes to meet demand through the remainder of FY25 and must purchase additional codes to continue the program

**Recommendation:**
It is recommended that the City Council approve the supplement to FY 2025 Fund 11 budget not to exceed $20,000 to cover the costs of purchasing additional online driving school access codes.

**Fiscal Impact:**

**Attachments:**
1. Resolution 5572

2. Request for Additional Funding – Online Driving School Access Codes

# RESOLUTION NUMBER 5572

**A RESOLUTION FOR A BUDGET APPROPRIATION FOR ADDITIONAL ONLINE TRAFFIC SCHOOL ACCESS CODES FOR THE VESTAVIA HILLS MUNICIPAL COURT**

**WHEREAS**, the Vestavia Hills Municipal Court utilizes online access for driving school and

**WHEREAS**, the demand for said online driving school has significantly exceeded expectations in the FY25 budget at a cost of $45 per code with an average 115 users per month in 2025; and

**WHEREAS**, at this pace, the current inventory of codes will be depleted by the end of July, 2025; and

**WHEREAS**, the Court Director has determined that the purchase of an additional 500 access codes will allow the Municipal Court to meet demand through the remainder of FY25; and

**WHEREAS**, the Court Director has specified in an interoffice memorandum as to the anticipated income for said online driving school and the distribution of said income, a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5572 as if written fully therein; and

**WHEREAS**, the City Manager has reviewed this request and is in support of said budget appropriation for the additional access codes; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the Courts to purchase additional codes as described.

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

1. The Court Director is hereby authorized to purchase 500 additional online access codes as described with revenues appropriated as detailed in the attached Exhibit A; and
2. Said expense for the purchase of said codes shall not exceed $20,000 and will be expensed to Fund 11, Municipal Court; and
3. This Resolution Number 5572 shall become effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 14th day of July, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

VESTAVIA HILLS MUNICIPAL COURT

**MEMORANDUM**

TO: Court Employees

FROM: Umang Patel

DATE: 6/9/25

RE: Request for Additional Funding – Online Driving School Access Codes

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I am requesting additional funding in the amount of $20,000 to purchase 500 online driving school access codes. Buying in bulk allows us to secure a discounted rate of $40 per code.

The anticipated gross revenue from the use of these codes is $75,000. After deducting the initial investment, the projected net revenue is $55,000.

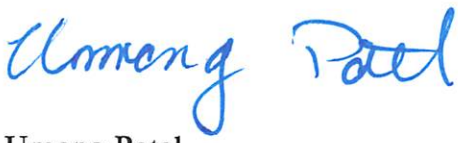
Below is the allocation of the anticipated revenue:

- **Municipal Court Judicial Fund** – $5,000
- **Corrections Fund** – $20,250
- **Traffic Safety Education Fund** – $31,250
- **Court Technology Fund** – $18,500
  **Total:** $75,000

The demand for online driving school has significantly exceeded expectations. As of June 9, 2025, only 115 access codes remain. The Municipal Court has averaged 101 users per month in 2025. At this pace, our current inventory will be depleted by the end of July.

The purchase of an additional 500 access codes will allow the Municipal Court to meet demand through the remainder of FY25 and reduce the budgeted need for FY26.

Thank you,



**Umang Patel**
**Court Director**

# CITY OF VESTAVIA HILLS
# CITY CLERK
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Rebecca Leavings, City Clerk

**Cc:**

**RE:** Public Hearing - Resolution Number 5573 - Annexation - 90 day - 2560 Rocky Ridge Road; Hartford Development LLC

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**Background:**
This request was heard by the Standing Annexation Committee at its last meeting. At that meeting, the developer requested the annexation and development of eleven townhomes. After discussions with engineering and the Fire Department, it was later decided by the developer to revise the plan for the construction of eight single-family homes. This request will be to begin the annexation process. The process will be vetted through Planning and Zoning and in October will be presented to the City Council for a request to "prezone" the property. If the rezoning is approved, the next item of business will be annexation of the property. If the rezoning fails to pass, the annexation request will not be considered.

**Recommendation:**
na

**Fiscal Impact:**

na

**Attachments:**

1. Resolution 5573

# RESOLUTION NUMBER 5573

**A RESOLUTION PROPOSING THE ANNEXATION OF CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF VESTAVIA HILLS, ALABAMA.**

**WHEREAS,** there has been a petition filed with the City Clerk of the City of Vestavia Hills, Alabama, and herein presented to the City Council of the City of Vestavia Hills, Alabama, dated April 3, 2025, wherein all owners of certain property contiguous to the City Limits of the City of Vestavia Hills, Alabama, ask that their property be annexed to the City of Vestavia Hills, Alabama; and

**WHEREAS,** said Petition has been presented to the City Council of the City of Vestavia Hills, Alabama, on the 14th day of July, 2025; and

**WHEREAS,** it would be in the best interest of the City of Vestavia Hills, Alabama, and to the citizens thereof to consider annexation of said territory and bringing it within the corporate limits of this Municipality; and

**WHEREAS**, said petitioners must comply with Act #604, 1970 Alabama Legislature regarding Fire Districts (property owners are to be responsible for fire dues if they are within another Fire District at the time of the annexation petition).

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

1. That the said Petition shall be published one (1) time in *The Alabama Messenger*, a newspaper of general circulation in Vestavia Hills, Jefferson County, Alabama, on the 16th day of July, 2025.

2. That on the 17th day of October, 2025, in the Vestavia Hills City Hall, a public hearing will be held to determine the truths of the matter set forth in said petition and to consider any protests or objections filed in writing with the City Clerk prior to such hearing, to determine whether it is in the public interest or not that said property be annexed to the City of Vestavia Hills, Alabama, and to consider adoption of an Ordinance annexing the territory described in said petition to this Municipality.

3. That this Resolution shall become known and referred to as Resolution Number 5573 by the City Council of the City of Vestavia Hills, Alabama, and as annexation of the following described property by the City Council of the City of Vestavia Hills, Alabama:

2560 Rocky Ridge Road
Hartbrook Development, LLC, Owner(s)

More particularly described as follows:

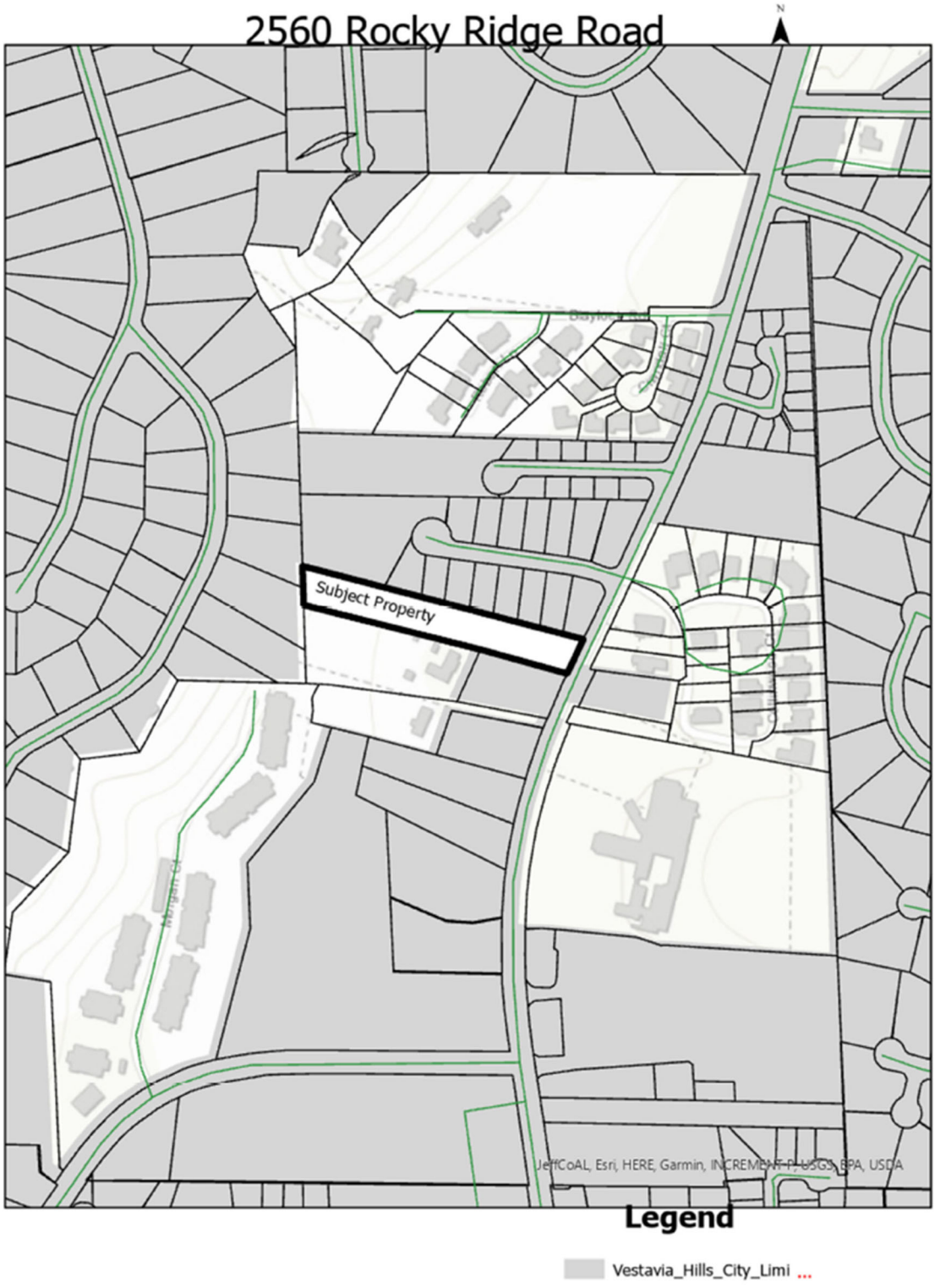
Beginning at the NW corner of the NE ¼ of the NE ¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along the West line of said quarter-quarter section 997.78 feet to a point of beginning. Thence run South along said West line 102.29 feet, thence turning an angle to the left of 73 degrees 40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25 feet West of the centerline of said road, thence turning an angle to the left of 79 degrees 2' and run northeasterly along said Westerly line of said road 100 feet, then turning and angel to the left of 100 degrees 58' and run Westerly 751.43 feet to the point of beginning.

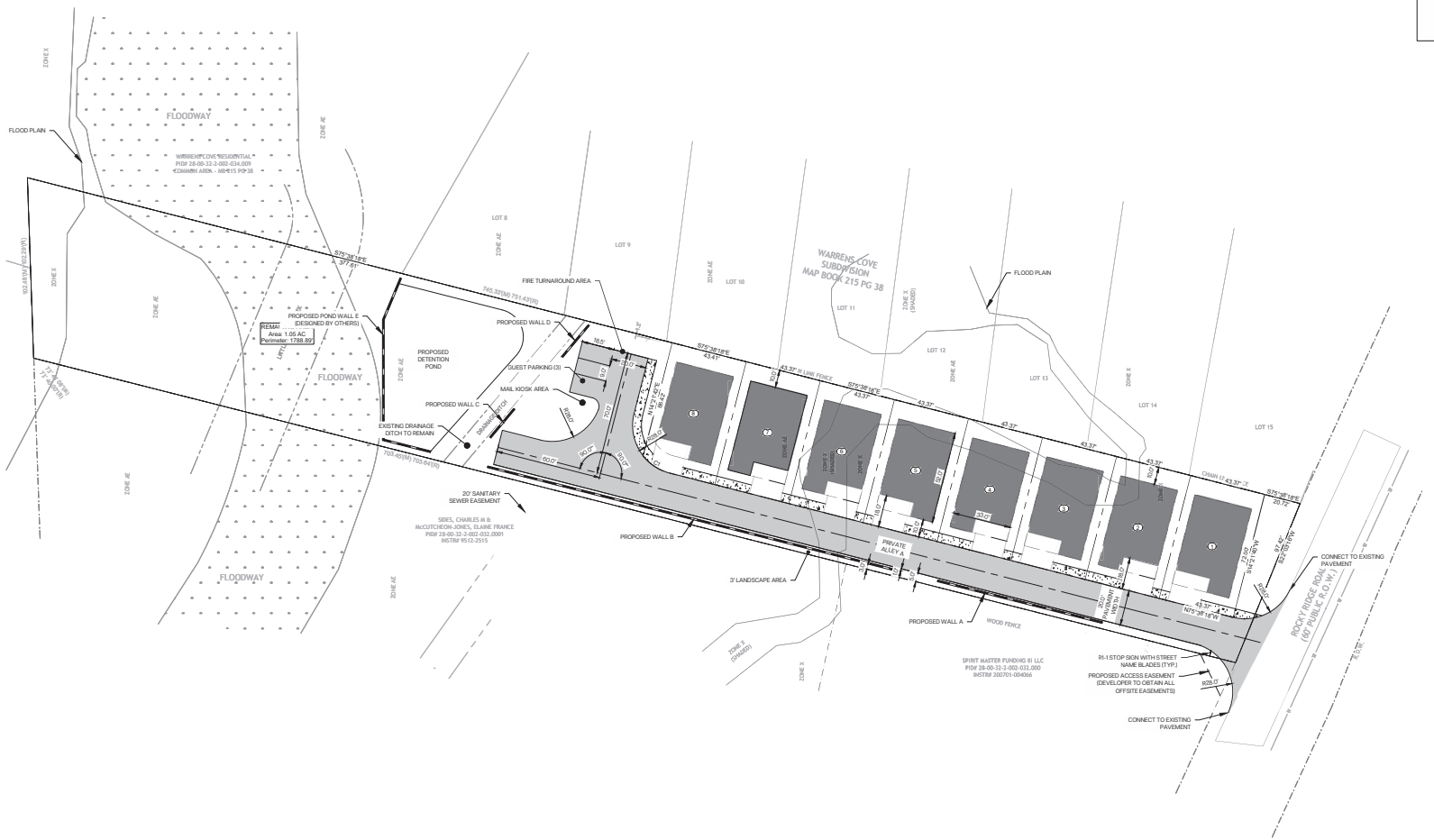
**APPROVED and ADOPTED** this the 14th day of July, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk


2560 Rocky Ridge Road
N
Subject Property
Morgan Dr
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA
Legend
Vestavia_Hills_City_Limi ...




SITE INFORMATION:

SITE AREA
TOTAL SITE AREA: 1.62 AC.

ZONING CLASSIFICATION
JURISDICTION: CITY OF VESAVIA HILLS
PROP. ZONING: R-9

LOT SUMMARY
TOTAL PROPOSED LOTS : 8 LOTS
TYP. LOT SIZE: 43' X 72' (3,096 SF)
PROPOSED LOT DENSITY: 4.94 DU/AC

SETBACKS:
FRONT SETBACK: 10 FT.
GARAGE SETBACK: 18 FT.
REAR SETBACK: 10 FT.
SIDE SETBACK 5 FT.

SAMFORD GROUP
SAMFORD GROUP, LLC
2449 MOORE'S MILL ROAD
SUITE 120
AUBURN, AL 36830
SAMFORDGROUPLLC.COM

NO: DATE: DESCRIPTION:

# ROCKY RIDGE
2560 ROCKY RIDGE ROAD
VESTAVIA HILLS, JEFFERSON COUNTY, AL 35243

THESE DOCUMENTS ARE THE PROPERTY OF SAMFORD GROUP, LLC. ANY DISTRIBUTION OR USE BEYOND THOSE INTENT WITHOUT WRITTEN CONSENT IS A VIOLATION OF COPYRIGHT LAWS.

SEAL:

Authorized By: Gregory H. Elford Jr.
Alabama License Number: 53032

811 Know what's below. Call before you dig.

DESIGN TEAM:
DRAWN BY: JM
DESIGNED BY: JM
REVIEWED BY: JM

SCALE & NORTH ARROW:

NORTH ARROW

0' 15' 30' 60'
SCALE: 1" = 30'

JOB NUMBER: 005
DATE: 5/26/2026

SHEET TITLE:
SITE PLAN

C-3.0

**Annexation Committee Petition Review**

Property: 2560 Rocky Ridge Road

Owners: Brandon Hays

Date: 04/16/2025

1. The property in question is contiguous to the city limits.
   Yes X No _____ Comments: _____

2. The land use of the petitioned property is compatible with land use in the area.
   Yes _____ No _____ Comments: Requires pre-zoning

3. The property being petitioned is noted in the September 2006 Annexation Policy Task Force Report as an area of interest to the city for annexation.
   Yes ✓ No _____ Comments _____

4. Streets and drainage structures are in substantial compliance with city regulations and building codes, and in good condition at the time of the annexation.
   Yes _____ No _____ Comments County thru Road

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of N/A. Meets city criteria: Yes ____ No ____
   Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes ✓ No _____
   Number of total homes N/A Number in city _____

7. Fire dues pursuant to Act #604 of the State of Alabama, and any other assessments on the property shall be the responsibility of the property owner, and their payment proven to the city.
   Agreed to by petitioner: Yes ✓ No _____ Comment _____

Property: 2560 Rocky Ridge Road

8. A non-refundable administrative fee of $100 has been paid to the city. Furthermore, voluntary contributions, including an application fee, of $ ✓ will be paid to offset costs associated with the annexation.
Yes _____ No _____ Comment _____

9. Property is free and clear of hazardous waste, debris and materials.
Yes ✓ No _____ Comment _____

10. Are there any concerns from city departments?
Yes _____ No ✓ Comments: Dev. more discussed at prezoning prior to 90-day annex.

11. Information on children: Number in family _____; Plan to enroll in VH schools Yes _____ No N/A Comments: _____

Other Comments: _____

George Pierce
Chairman

# Engineering/Public Works Review

Record No.**ANX-25-1**

**Status** Completed **Became Active** March 24, 2025

**Assignee** Christopher Brady **Due Date** None

### Primary Location

2560 ROCKY RIDGE RD
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL 35243

### Owner

2DN, LLC
Pike Road 1318 Pike Road , AL 36064

### Applicant

Brandon Hays
205-568-0551
brandon@hartbrookdev.com
1280 Moores Mill Road Ste 209
Auburn, AL 36830

## Messages

**Christopher Brady** March 28, 2025 at 12:03 pm

Engineering has scheduled a floodplain impact review meeting with developer and project engineer on Monday, 3/31

**Christopher Brady** April 1, 2025 at 10:57 am

Preliminary plan review and floodplain impact review meeting held 3/31. Documentation needed for engineering permits discussed and timelines identified. Engineering is ok for this moving forward for annexation considerations.

### Step Activity

| | |
|---|---|
| OpenGov system activated this step | 03/24/2025 at 9:15 am |
| OpenGov system assigned this step to Christopher Brady | 03/24/2025 at 9:15 am |
| Christopher Brady approved this step | 04/01/2025 at 10:57 am |

# Board of Education Review

Record No.**ANX-25-1**

**Status** Completed **Became Active** March 24, 2025

**Assignee** Scott Brown **Due Date** None

### Primary Location

2560 ROCKY RIDGE RD
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL 35243

### Owner

2DN, LLC
Pike Road 1318 Pike Road , AL 36064

### Applicant

Brandon Hays
205-568-0551
brandon@hartbrookdev.com
1280 Moores Mill Road Ste 209
Auburn, AL 36830

## Messages

**Scott Brown** April 2, 2025 at 1:43 pm

No objection

### Step Activity

| | |
|---|---|
| OpenGov system activated this step | 03/24/2025 at 9:15 am |
| OpenGov system assigned this step to Scott Brown | 03/24/2025 at 9:15 am |
| Scott Brown approved this step | 04/02/2025 at 1:43 pm |

# Fire Department Review

Record No.**ANX-25-1**

**Status** Completed **Became Active** March 24, 2025

**Assignee** Christopher Vines **Due Date** None

### Primary Location

2560 ROCKY RIDGE RD
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL 35243

### Owner

2DN, LLC
Pike Road 1318 Pike Road , AL 36064

### Applicant

Brandon Hays
205-568-0551
brandon@hartbrookdev.com
1280 Moores Mill Road Ste 209
Auburn, AL 36830

## Messages

**Christopher Vines** March 31, 2025 at 10:40 am

The width of access road and turn around are acceptable as long as there will be no street side parking allowed.

### Step Activity

| | |
|---|---|
| OpenGov system activated this step | 03/24/2025 at 9:15 am |
| OpenGov system assigned this step to Ryan Farrell | 03/24/2025 at 9:15 am |
| Christopher Vines approved this step | 03/31/2025 at 11:04 am |
| Christopher Vines reassigned this step from Ryan Farrell to Christopher Vines | 03/31/2025 at 11:04 am |

# Police Department Review

Record No.**ANX-25-1**

**Status** Completed

**Became Active** March 24, 2025

**Assignee** Richard Wilcox

**Due Date** None

## Primary Location

2560 ROCKY RIDGE RD
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL 35243

## Owner

2DN, LLC
Pike Road 1318 Pike Road , AL 36064

## Applicant

Brandon Hays
205-568-0551
brandon@hartbrookdev.com
1280 Moores Mill Road Ste 209
Auburn, AL 36830

## Step Activity

| | |
|---|---|
| OpenGov system activated this step | 03/24/2025 at 9:15 am |
| OpenGov system assigned this step to Richard Wilcox | 03/24/2025 at 9:15 am |
| Richard Wilcox approved this step | 04/02/2025 at 12:53 pm |

## ANX-25-1

Annexation Application

Status: Active

Submitted On: 2/28/2025

### Primary Location

2560 ROCKY RIDGE RD
NOT IN THE CITY IN PROCESS OF ANNEXATION, AL 35243

### Owner

2DN, LLC
Pike Road 1318 Pike Road , AL 36064

### Applicant

Brandon Hays
205-568-0551
brandon@hartbrookdev.com
1280 Moores Mill Road Ste 209
Auburn, AL 36830

## Owner Information

**Owner's Name***

Traweek Dickson Jr.

**Owner Mailing Address Inc. City, State, Zip***

1318 Pike Road, Pike Road, AL 36064

## Property Information

**Address of Property to be annexed?***

2560 Rocky Ridge, Vestavia, AL 35243

**Legal Description of Property to be Annexed***

Beginning at the Northwest corner of the NE¼ of the NW¼ of Section 32, Township 18 South, Range 2 West in Jefferson County, Alabama, run South along West line of said quarter-quarter section 997.78 feet to point of beginning; thence run South along said West line 102.29 feet, thence turning an angle to the left of 73°40' and run Southeasterly 703.64 feet to an intersection with the Westerly line of Rocky Ridge Road, said point of intersection being 25 feet West of the center line of said road, thence turning an angle to the left of 79°2' and run Northeasterly along said Westerly line of said road 100 feet; thence turning an angle to the left of 100°58' and run Westerly 751.43 feet to the point of beginning.

**County Location of Property:**

Jefferson County

**Tax Parcel ID Number (if known)**

28-00-32-2-002-033.00

**County Zoning Classification**

C-P - PREFERED COMMERCIAL

**Is this annexation for redevelopment?***

Yes

**Compatible City Zoning Classification**

**Desired Zoning Classification**

R9

**If for redevelopment, please explain**

Redevelopment into 11 luxury townhome units.  Approx. 1800 sq. ft. and 3 bedroom/3 bathroom.

## Annexation Request Information

**Please Explain your reason for requesting annexation?***

Annexation into Vestavia Hills for R9 zoning to redevelop parcel into 11 luxury townhome units.  2 buildings of 4 units each, and one 3 unit building.

**Are you located in the Rocky Ridge Fire District?***

Yes

## Information on Children

**Name of Child**

**Age of Child**

**School Grade of Child**

**Plan to Enroll in Vestavia Hills School within 2 years?**

–

**Name of Child**

**Age of Child**

**School Grade of Child**

**Plan to Enroll in Vestavia Hills Schools within 2 years?**

**Addition children information**

# CITY OF VESTAVIA HILLS
# CITY CLERK
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Umang Patel, Court Director

**Cc:** Rebecca Leavings, City Clerk

**RE:** Resolution Number 5574 - A Resolution declaring Council Place No. 1 to be unopposed; declaring Rusty Weaver to be elected and authorizing the Mayor to issue a Certificate fo Election to Rusty Weaver

---

**Background:**
Qualification for municipal office closed at 5pm, Tuesday, June 24, 2025. Council Place No. 1 had only one candidate to qualify, Rusty Weaver. Pursuant to Alabama law, the Mayor has issued a memorandum indicating this candidate to be unopposed. This resolution will confirm that this candidate is elected and authorize the Mayor to issue a Certificate of Election for Council Place No. 1 to Rusty Weaver.

**Recommendation:**
na

**Fiscal Impact:**
na

**Attachments:**

1. Resolution 5574
2. CERTIFICATE OF ELECTION - Rusty Weaver
3. Mayors Memo Rusty

# RESOLUTION NUMBER 5574

**A RESOLUTION FOR COUNCIL PLACE NO. 1 ELECTED WITHOUT OPPOSITION**

**WHEREAS**, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns of this state, except those cities and towns which have a commission form of government, and

**WHEREAS**, Section 11-46-43 of the Alabama Code of 1975, prohibits write-in candidates in elections held under Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, and

**WHEREAS**, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy or has been nominated for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, at the time the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the mayor or other chief executive officer shall not cause the name of such person or the office for which his candidacy was declared to be printed on the ballot, but he shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy or was nominated for the office preceding the deadline set for an election of municipal officers of the municipality and setting forth the name of such person, and

**WHEREAS**, said Section 11-46-26, as amended, provides that the governing body of the municipality, after receiving such statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person, and

**WHEREAS**, the Mayor of the City of Vestavia Hills has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement of candidacy for the Office of Council Place No. 1 prior to the deadline and that the name of that person who filed such statement was Rusty Weaver,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Vestavia Hills, Alabama, that Rusty Weaver be and he is hereby declared duly elected to the Office of Council Place No. 1 in the City of Vestavia Hills, Alabama for the term of office commencing on the first Monday in November, 2025, and

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Vestavia Hills, Alabama, be and he hereby is directed to issue a certificate of election to Rusty Weaver for the Office of Council Place No. 1 for such term pursuant to the provisions of Section 11-46-26, as amended.

**ADOPTED** this the 14th day of July, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

# CERTIFICATE OF ELECTION

**STATE OF ALABAMA**

**JEFFERSON COUNTY/SHELBY COUNTY**

**CITY OF VESTAVIA HILLS**

The undersigned hereby certifies that the only candidate to qualify for Council Place No. 1 as of 5:00pm, June 24, 2025, is Rusty Weaver; therefore pursuant to Section 11-46-26 of the Alabama Code of 1975, in the City of Vestavia Hills, Alabama, Rusty Weaver was duly elected to the Office of Council Place No. 1 of the City of Vestavia Hills, Alabama, for the term commencing on the first Monday of November, 2025.

Adopted pursuant to the requirements of Sections 11-46-20 et seq. of the Alabama Code of 1975, as amended, this the 14th day of July, 2025.

_____
Rusty Weaver
Mayor Pro-Tem

_____
Kimberly B. Cook
Councilor

_____
Paul Head
Councilor

_____
George Pierce
Councilor

_____
Ashley C. Curry
Mayor

VESTAVIA HILLS

A CITY ABOVE

ASHLEY C. CURRY
*Mayor*

JEFFREY DOWNES
*City Manager*

**STATE OF ALABAMA**

**JEFFERSON AND SHELBY COUNTY**

To the Council of the City of Vestavia Hills, Alabama:

This is to certify that only one person filed a statement of candidacy for the Office of Council Place No. 1 by 5:00pm on the fourth Tuesday in June preceding the 26th day of August, 2025, the date set for an election of municipal officers in the City of Vestavia Hills, Alabama, and the name of such person is Rusty Weaver.

Ashley C. Curry
Mayor

ATTEST:

City Clerk

VESTAVIA HILLS CITY HALL
1032 Montgomery Highway | Vestavia Hills, AL 35216
P. O. Box 660854 | Vestavia Hills, AL 35266-0854
205.978.0100 | VHAL.ORG

# CITY OF VESTAVIA HILLS
# CITY CLERK
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Umang Patel, Court Director

**Cc:** Rebecca Leavings, City Clerk

**RE:** Resolution Number 5575 - A Resolution declaring Council Place No. 4 to be unopposed; declaring Ali Pilcher to be elected and authorizing the Mayor to issue a Certificate fo Election to Ali Pilcher

---

**Background:**
Qualification for municipal office closed at 5pm, Tuesday, June 24, 2025. Council Place No. 4 had only one candidate to qualify, Ali Pilcher. Pursuant to Alabama law, the Mayor has issued a memorandum indicating this candidate to be unopposed. This resolution will confirm that this candidate is elected and authorize the Mayor to issue a Certificate of Election for Council Place No. 4 to Ali Pilcher.

**Recommendation:**
na

**Fiscal Impact:**
na

**Attachments:**

1. Resolution 5575
2. CERTIFICATE OF ELECTION - Ali Pilcher
3. Mayors Memo Ali

# RESOLUTION NUMBER 5575

**A RESOLUTION FOR COUNCIL PLACE NO. 4 ELECTED WITHOUT OPPOSITION**

**WHEREAS**, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns of this state, except those cities and towns which have a commission form of government, and

**WHEREAS**, Section 11-46-43 of the Alabama Code of 1975, prohibits write-in candidates in elections held under Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, and

**WHEREAS**, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of candidacy or has been nominated for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, at the time the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the mayor or other chief executive officer shall not cause the name of such person or the office for which his candidacy was declared to be printed on the ballot, but he shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy or was nominated for the office preceding the deadline set for an election of municipal officers of the municipality and setting forth the name of such person, and

**WHEREAS**, said Section 11-46-26, as amended, provides that the governing body of the municipality, after receiving such statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue a Certificate of Election to such person, and

**WHEREAS**, the Mayor of the City of Vestavia Hills has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement of candidacy for the Office of Council Place No. 4 prior to the deadline and that the name of that person who filed such statement was Ali Pilcher.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Vestavia Hills, Alabama, that Ali Pilcher be and she is hereby declared duly elected to the Office of Council Place No. 4 in the City of Vestavia Hills, Alabama for the term of office commencing on the first Monday in November, 2025, and

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Vestavia Hills, Alabama, be and he hereby is directed to issue a certificate of election to Ali Pilcher for the Office of Council Place No. 4 for such term pursuant to the provisions of Section 11-46-26, as amended.

**ADOPTED** this the 14th day of July, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

# CERTIFICATE OF ELECTION

**STATE OF ALABAMA**

**JEFFERSON COUNTY/SHELBY COUNTY**

**CITY OF VESTAVIA HILLS**

The undersigned hereby certifies that the only candidate to qualify for Council Place No. 4 as of 5:00pm, June 24, 2025, is Ali Pilcher; therefore pursuant to Section 11-46-26 of the Alabama Code of 1975, in the City of Vestavia Hills, Alabama, Ali Pilcher was duly elected to the Office of Council Place No. 4 of the City of Vestavia Hills, Alabama, for the term commencing on the first Monday of November, 2025.

Adopted pursuant to the requirements of Sections 11-46-20 et seq. of the Alabama Code of 1975, as amended, this the 14th day of July, 2025.

_____
Rusty Weaver
Mayor Pro-Tem

_____
Kimberly B. Cook
Councilor

_____
Paul Head
Councilor

_____
George Pierce
Councilor

_____
Ashley C. Curry
Mayor

VESTAVIA HILLS

A CITY ABOVE

ASHLEY C. CURRY
*Mayor*

JEFFREY DOWNES
*City Manager*

**STATE OF ALABAMA**

**JEFFERSON AND SHELBY COUNTY**

To the Council of the City of Vestavia Hills, Alabama:

This is to certify that only one person filed a statement of candidacy for the Office of Council Place No. 4 by 5:00pm on the fourth Tuesday in June preceding the 26th day of August, 2025, the date set for an election of municipal officers in the City of Vestavia Hills, Alabama, and the name of such person is Ali Pilcher.

Ashley C. Curry
Mayor

ATTEST:

City Clerk

VESTAVIA HILLS CITY HALL
1032 Montgomery Highway | Vestavia Hills, AL 35216
P. O. Box 660854 | Vestavia Hills, AL 35266-0854
205.978.0100 | VHAL.ORG

# CITY OF VESTAVIA HILLS
# PUBLIC SERVICES
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Michael Swann, Building Maintenance

**Cc:** Lori Beth Kearley, Public Services Director
Rebecca Leavings, City Clerk
Mark Gibbs, Chief of Building Maintenance

**RE:** Ordinance Number 3277 - An Ordinance accepting a bid for the Emergency Generator Project at City Hall and authorizing the Mayor and the City Manager to take all actions necessary to secure said construction.

---

**Background:**
This project was bid on May 14, 2025 with (1) bid received. The bid proposal received was $1,399,777, which was outside budgeted funds, so the initiative was taken to negotiate the scope and fee with the single bidder.
..
The scope/fee was negotiated, and it was determined that the following items could be excluded from the current scope of work:

- 2,000-gal above-ground secondary fuel storage tank
- Fuel pump controller

- Approximately 50% of the reinforced concrete pad designed to hold the relocated generator and above-ground fuel storage tank

With these alterations, the revised total cost for construction is $927,892. Per Ray Engineering's proposal, their consulting fee is 7.5% of the construction cost, which is $69,592, bringing the total cost of construction and consulting to $997,484.

**Recommendation:**
Recommendation to award contract to Crosby Electric with negotiated scope and fee.

**Fiscal Impact:**
This project is within the budget thresshold in the approved FY25 Capital Budget.

**Attachments:**
1. Ordinance 3277
2. Email stating removal of diesel alterations and external fuel tank
3. Email_Negotiated Fee
4. City of Vestavia Hills - Essential Power System 5-23-24 - Ray Engineering Proposal
5. Emergency Generator Project Manual
6. Bid Form

# ORDINANCE NUMBER 3277

**AN ORDINANCE ACCEPTING A BID FOR AN EMERGENCY GENERATOR FOR THE CITY, AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONSTRUCTION CONTRACT DOCUMENTS BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA, AS "OWNER," AND CROSBY ELECTRIC, AS "CONTRACTOR."**

**THIS ORDINANCE NUMBER 3277** is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 14th day of July, 2025.

**WITNESSETH THESE RECITALS:**

**WHEREAS**, on May 14, 2025 at 10:00 a.m., the City of Vestavia Hills, Alabama publicly read aloud bids submitted for an emergency generator for City Hall for the City of Vestavia Hills ("the Project"); and

**WHEREAS**, one bid was received and read; and

**WHEREAS**, the total amount bid was far outside the estimated budget so the Engineering Department negotiated the scope of work with the contractor to bring the amount more in line with the estimated budget; and

**WHEREAS**, the Engineering Department submitted a memorandum dated July 8, 2025 recommending acceptance of the negotiated bid package submitted by Crosby Electric as value engineered pursuant to the attached proposal, a copy of which is marked as Exhibit B and is attached to and incorporated into this Ordinance Number 3277 for a budget estimated at $997,484; and

**WHEREAS**, the Bid Specifications included, but are not limited to, the following contract documents prepared by the City and to be signed by the City of Vestavia Hills, Alabama, as "Owner," and the lowest responsible bidder as "Contractor":

A. Contract AIA Document A101-2017.
B. General Conditions AIA Document A201-2017.
C. Performance Bond AIA Document A312-2010.
D. Payment Bond AIA Document A312-2010.
E. First Addendum to Contract and General Conditions; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to follow the recommendation of the Engineering and accept said bid as detailed above and to authorize the execution and delivery of the contract documents.

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

1. The bid submitted by Crosby Electric, as value engineered and detailed in Exhibit B is attached and recommended by the City Manager and the Engineering Department is hereby accepted; and

2. The Mayor and City Manager are hereby authorized to execute and deliver any and all documents necessary to contract with Crosby Electric, including specifically, but not limited to the following contract documents:

A. Contract AIA Document A101-2017.
B. General Conditions AIA Document A201-2017.
C. Performance Bond AIA Document A312-2010.
D. Payment Bond AIA Document A312-2010.
E. First Addendum to Contract and General Conditions; and

3. Funding for said project shall be expensed to the City's FY25 Capital Budget; and

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

5. This ordinance shall become effective upon its approval, adoption, enactment and publication by posting as set forth in Title 11-45-8(b), *Code of Alabama, 1975.*

**DONE, ORDERED, APPROVED and ADOPTED** this the 14th day of July, 2025.

CITY OF VESTAVIA HILLS, ALABAMA

By_____
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 #3277 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 14th day of May, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of July, 2025.

Rebecca Leavings
City Clerk

June 26, 2025

City of Vestavia Hills
Dept. of Public Service
Planning and Development

Attn: Ethan Fisher, P.E.

Re: Vestavia City Hall
Essential Power Alterations

Mr. Fisher,

The revised pricing for this project from Crosby Electric is based on eliminating the 2000 gallon above ground fuel storage tank, fuel pump controller and approximately 50% of the reinforced concrete pad designed to hold the relocated generator and above ground fuel storage tank.

Richard Hannon – Senior Designer
REG Engineering Consultants

Cc: File
Blake Sayer – Crosby Electric

**From:** Rick Hannon
**To:** Lori Beth Kearley; Mark Gibbs
**Subject:** FW: [External] Vestavia
**Date:** Thursday, June 5, 2025 12:14:17 PM
**Attachments:** image001.png

---

As requested.

If you have any questions regarding the above, please do not hesitate to call.


*Rick Hannon*
Ray Engineering Group, LLC
2148 Pelham Parkway, Bldg. 100B
Pelham, AL. 35124
rick@rayengineering.com
Office: (205)987-0047
Mobile: (205)837-3009


---

**From:** Blake Sayers <Blake.Sayers@crosbyelectric.com>
**Sent:** Monday, June 2, 2025 12:44 PM
**To:** Rick Hannon <rick@rayengineering.com>
**Cc:** Nathan Bradshaw <nbradshaw@crosbyelectric.com>
**Subject:** RE: Vestavia

Rick,

Thank you for your time a few moments ago.

Please advise if the City would like a formal proposal reflecting the following:

Base Bid Per 2/20/25 Vestavia City Hall Essential Power Alterations

**Bid Day Proposal Amount: $1,399,777.00**

Removal of Diesel Alterations and external fuel tank per P drawings:

With Cat Generator- **$964,577.00**
With Blue Star Generator **$927,892.00**

Thank you,

**From:** Rick Hannon <rick@rayengineering.com>
**Sent:** Thursday, May 22, 2025 5:06 PM
**To:** Blake Sayers <Blake.Sayers@crosbyelectric.com>
**Subject:** Vestavia

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Blake,
Please give me a call. I need to talk to you about this project.

Get Outlook for Android

May 23, 2024

City of Vestavia Hills
City Hall
Vestavia Hills, AL

Attn: Darrin Estes

Re: Vestavia Hills City Hall &
Police Court Building
Essential Power System Modifications

Dear Darrin:

We appreciate the opportunity to provide Electrical Engineering Services for this project. We understand the scope of work to be the relocation of the existing diesel engine-generator, which served the entire complex, to a new location to serve the Police Court Building. A new natural gas engine-generator will be installed to serve select loads in the City Hall Building. The project will include electrical modifications within each building to provide essential power to areas and equipment not presently served from the generator system. The budget cost of construction was prepared by Trinity Contractors, dated September 22, 2022, in the amount of $770,000.00.

We propose to perform basic design services for 7.5% of the total construction cost of the project. The determination of basic fee for professional services is as established by the State of Alabama Division of Construction Management.

Electrical engineering services included are as follows:

1. Initial field survey and investigation of existing conditions, as required for preparation of contract documents.
2. Meeting with representatives of your office to establish design criteria.
3. Preparation of contract drawings and specifications.
4. Review of shop drawings to determine compliance with contract documents.
5. Perform observations as required during construction to determine compliance with contract documents.

In addition to that listed above, mechanical, plumbing, and civil engineering and architectural consulting services will be included as required to complete design for installation of the engine-generator sets.

The following are not included in this proposal but can be performed as additional services:

1. Changes to design documents after final plans have been accepted.
2. Value engineering analysis over and above normal construction cost review.

Our standard terms for payment are as follows:

Fees will be invoiced on a percent of completion basis during preparation of construction documents, and as construction administration progresses. Invoices will be due within 60 days of invoice.

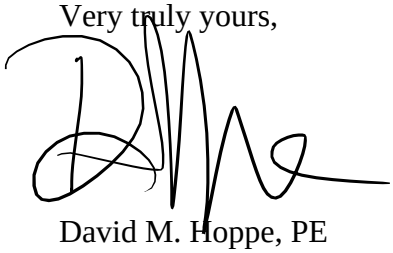
A 1.5% per month charge will be applied to all outstanding balances not paid within the stated time frame(s).

In the event any portion of an account remains unpaid 180 days after invoice date, City of Vestavia Hills agrees to pay cost(s) of collection, including reasonable attorneys' fees and associated costs.

If this proposal is acceptable, please sign in the appropriate space provided below, and return one (1) copy of this letter to us for our file.

Once again thank you for requesting a proposal for our services. We look forward to working with you and your office on this project.

Very truly yours,



David M. Hoppe, PE

dmh

cc: Bookkeeping
File

APPROVAL:

**City of Vestavia Hills**

BY:_____
(SIGNATURE)

_____
(PRINT OR TYPE NAME)

_____
(TITLE)

_____
(DATE)

# VESTAVIA HILLS ESSENTIAL POWER ALTERATIONS

CITY HALL COMPLEX POLICE / COURT EMERGENCY POWER ALTERATIONS

VESTAVIA HILLS, ALABAMA

1032 Montgomery Highway, Vestavia Hills, Alabama 35216

**REG PROJECT NO. 24026**

**BUILDING PACKAGE**

**100% Construction Documents Bid Set**

**PROJECT MANUAL**

FEBRUARY 20, 2025


**2148 Pelham Pkwy**
**Building 100B**
**Pelham, AL 35124**
**(205) 987-0047**

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END

# ADVERTISEMENT FOR BIDS AND NOTICE OF INTENT TO RECEIVE BIDS FROM BIDDERS

Vestavia Hills Essential Power Alterations

Sealed proposals will be received by the City of Vestavia Hills, Alabama, hereinafter called the Owner, at QuestCDN 9576787 until **10:00 am** local time on **May 14th, 2025**, at which time they will be publicly opened and read via virtual video conference using Zoom for the:

**VESTAVIA HILLS ESSENTIAL POWER ALTERATIONS**

Zoom can be accessed using a direct invitation link sent via email (request this link from Rebecca Leavings, City of Vestavia Hills, at email: rleavings@vhal.org)

The project includes, but not limited to essential power alterations to the existing City Hall and Police buildings.

The Contract Time for this project is **240 consecutive calendar days** from the effective date of the written Notice to Proceed to Substantial Completion. Liquidated damages will be assessed if the time limit is exceeded.

For Pre-qualifications, please see "instructions to Bidders"

Contract documents may be examined at the following locations, by appointment only:

Vestavia Hills City Hall
Office of the City Clerk
1032 Montgomery Highway
Vestavia Hills AL 35216
rleavings@vhal.org or
efisher@vhal.org
Contact for appointment

Neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents, including any Addendum, obtained from any other source.

Questions regarding this project should be directed, in writing, to Rick Hannon (rick@rayengineering.com) up until 5:00pm local time three (3) business days prior to bid opening. Documents will be provided digitally in .pdf form only, neither Owner or Engineer will be responsible for the cost or printing of copies.

Prequalification is required for this project. The contractor will be advised on **May 2nd, 2025** if he is prequalified to bid.

A mandatory pre-bid conference will be held on **May 7th, 2025** at 10:00 am local time at the project site - Vestavia Hills City Hall, 1032 Montgomery Highway, Vestavia Hills 35216 in the Executive Conference Room, 1st Floor City Hall**.** Attendance at the Pre-Bid Conference is **mandatory** for all qualified Bidders intending to submit a bid. A site visit immediately following the pre-bid conference will be conducted, which is recommended but not required attendance.

Complete sets of electronic bidding documents (specifications and drawings) are available at www.QuestCDN.com. Prior to downloading the bidding documents, bidders will be required to set up a QuestCDN.com account. Any expense to this account will be borne by the Owner. Hard copies of the bidding

documents are the responsibility of the bidders. Contact QuestCDN, at 952-233-1632 or info@questcdn.com for assistance with navigating the website and digital project information.

Bids will only be accepted from pre-qualified contractors who are listed on the plan Holders List signifying that they have purchase a set of documents from QuestCDN and who attend the mandatory pre-bid conference.

NO BID PROPOSAL SHALL BE ACCEPTED AFTER THE TIME STATED FOR RECEIVING BID PROPOSALS IN THIS NOTICE.

The owner reserves the right to reject any Proposal for failure to comply with any requirements of the notice or with any requirements of the Contract Documents; however, owner may waive any minor defects or informalities at its discretion. The owner further reserves the right to reject any and all Proposals or to Award the contract to the Bid which is in the best interest of the Owner at its sole judgement.

No bid shall be considered or accepted by the Owner or Engineer unless at the time of its filing the same shall be accompanied by a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, in an amount not less than five percent (5%) of the proposal, but in no event more than ten thousand dollars ($10,000), payable to the owner.

A separate performance bond and payment bond each in an amount equal to one hundred percent (100% of the contract price will be required at the contract execution. Carriers must be authorized to do business in the State of Alabama.

THE ATTENTION OF ALL BIDDERS IS CALLED TO THE PROVISIONS OF THE STATE LAW GOVERNING GENERAL CONTRACTOS, AS SET FORTH IN ALABAMA CODE SECTIONS 34-8-1 THROUGH SECTION 34-8-28 (1975), AS AMENDED, CHAPTER 4, SECTION 65 TO 82 (INCLUSIVE) OF TITLE 46 OF THE CODE OF ALABAMA OF 1940, AS AMENDED; AND BIDDERS SHALL BE GOVERENED BY SAID LAW INSOFAR AS IT IS APPLICABLE. THE ABOVE-MENTIONED PROVISIONS OF THE CODE MAKE IT ILLEGAL FOR THE OWNER TO CONSIDER A BID PROPOSAL FROM ANYONE WHO IS NOT PROPERLY LICENSED UNDER SUCH CODE PROVSIIONS.

THE ATTENTION OF BIDDERS IS CALLED TO THE PROVISIONS OF ALABAMA ACT 2016-312 AS AMENDED, REGARDING NOT ENGAGING IN THE BOYCOTT OF A PERSON OR ENTITY BASED IN OR DOING BUSINESS WITH A JURISDICTION OF WHICH THIS STATE ENJOYS OPEN TRADE.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City of Vestavia Hills.

The Owner reserves the right to reject any or all proposals, to waive technical errors and/or abandon the prequalification and bid process if, in their judgment, the best interests of the Owner will thereby be promoted.

**DOCUMENT 002113**
**INSTRUCTIONS TO BIDDERS**

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1. Bid Documents
2. General Contractor's State Licensing Requirements
3. Qualifications of Bidders and Prequalification Procedures
4. Insurance Requirements
5. Preference to Resident Contractors
6. Examination of Bid Documents and the Site of the Work
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14. Disqualification of Bidders
15. Consideration of Bids
16. Determination of Low Bidder by Use of Alternates
17. Unit Prices
18. Award of Contract

## 1. BID DOCUMENTS

The Bid Documents consist of the Advertisement for Bids, these Instructions to Bidders, any modifications of or supplements to these Instructions to Bidders, the Proposal Form, and the proposed Contract Documents. The proposed Contract Documents consist of the Construction Contract, the Performance Bond and Payment Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), Drawings, Specifications and all addenda issued prior to execution of the Construction Contract. Bid Documents may be obtained or examined as set forth in the Advertisement for Bids.

## 2. GENERAL CONTRACTOR'S STATE LICENSING REQUIREMENTS:

When the amount bid for a contract exceeds $100,000, the bidder must be licensed by the State Licensing Board for General Contractors and must show the Architect evidence of license before bidding or the bid will not be received by the Architect or considered by the Awarding Authority. A bid exceeding the bid limit stipulated in the bidder's license, or which is for work outside of the type or types of work stipulated in the bidder's license, will not be considered. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture.

## 3. QUALIFICATIONS of BIDDERS and PREQUALIFICATION PROCEDURES:

a. Any special qualifications required of general contractors, subcontractors, material suppliers, or fabricators are set forth in the Bid Documents.

b. The Awarding Authority may have elected to prequalify bidders. Parties interested in bidding for this contract are directed to the Advertisement for Bids and Supplemental Instructions to Bidders to determine whether bidders must be prequalified and how they may obtain copies of the Awarding Authority's published prequalification procedures and criteria.

c. Any determination by the Awarding Authority that the bidder has been found to be qualified, prequalified, or responsible.

## 4. INSURANCE REQUIREMENTS

a. Refer to the "First Addendum to Construction Contract and General Conditions By and Between Owner and Contractor" for specific insurance requirements outlined in Items F & G.

## 5. PREFERENCE to RESIDENT CONTRACTORS:

(If this project is federally funded in whole or in part, this Article shall not apply.)

a. In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

b. A nonresident bidder is a contractor which is neither organized and existing under the laws of the State of Alabama, nor maintains its principal place of business in the State of Alabama. A nonresident contractor which has maintained a permanent office within the State of Alabama for at least five continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

**6. EXAMINATION of BID DOCUMENTS and the SITE of the WORK** :

Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids. They shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Work for which they submit their bids. The submission of a bid shall constitute a representation by the bidder that the bidder has made such examination and visit and has judged for and satisfied himself or herself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements involved.

**7. EXPLANATIONS and INTERPRETATIONS:**

a. Should any bidder observe any ambiguity, discrepancy, omission, or error in the drawings and specifications, or in any other bid document, or be in doubt as to the intention and meaning of these documents, the bidder should immediately report such to the Architect and request clarification.

b. Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Architect, Engineers nor the Awarding Authority will be responsible in any manner for verbal answers or instructions regarding intent or meaning of the Bid Documents.

c. In the case of inconsistency between drawings and specifications or within either document, a bidder will be deemed to have included in its bid the better quality or greater quantity of the work involved unless the bidder asked for and obtained from the Architect's written clarification of the requirements before submission of a bid.

d. Questions/Clarifications During Bidding: General Contractors may submit questions in writing via email to the contact outlined in the Advertisement for Bids up until 5:00pm local time three business days prior to the bid opening date in order to provide enough time to issue any necessary clarifications via addendum as necessary.

e. Bidders are prohibited from communicating with City officials and employees during the office bidding process and time period. Any and all correspondence shall be in writing through the Engineer or Architect.

## 8. SUBSTITUTIONS

a. The identification of any product, material, system, item of equipment, or service in the Bid Documents by reference to a trade name, manufacturer's name, model number, etc. (hereinafter referred to as "source"), is intended to establish a required standard of performance, design, and quality and is not intended to limit competition unless the provisions of paragraph "d" below apply.

b. When the Bid Documents identify only one or two sources, or three or more sources followed by "or approved equal" or similar wording, the bidder's proposal may be based on a source not identified but considered by the bidder to be equal to the standard of performance, design and quality as specified; however, such substitutions must ultimately be approved by the Architect during the bidding process.

c. Proposed Products: Any product substitution requests shall be made only through General Contractors bidding the Work in written form to the Owner's Representative and Engineer up to 3 business days prior to the bid opening to allow time for review and inclusion in addenda as necessary. Written request shall include a specific product request associated with a Drawing or Specification section, and include all applicable product data, samples or other information to substantiate that the proposed product meets the specification requirements necessary to make a determination.

d. Substitutions After Bidding: No proposed product substitutions will be considered during construction that were not part of the substitution request process during the bidding phase as outlined above, or if a product becomes unavailable as described in the Project Manual.

## 9. PREPARATION and DELIVERY of BIDS:

a. Proposal Form:

(1) Bids must be submitted on the Proposal Form as contained in the Bid Documents; only one copy is required to be submitted.

(2) All information requested of the bidder on the Proposal Form must be filled in. The form must be completed by typewriter or hand-printed in ink.

(3) Identification of Bidder: On the first page of the Proposal Form the bidder must be fully identified by completing the spaces provided for:

(a) the legal name of the bidder,
(b) the state under which laws the bidder's business is organized and existing,
(c) the city (and state) in which the bidder has its principal offices,
(d) the bidder's business organization, i.e. corporation, partnership, or individual (to be indicated by marking the applicable box and writing in the type of organization if it is not one of those listed), and
(e) the partners or officers of the bidder's organization, if the bidder is other than an

individual. If the space provided on the Proposal Form is not adequate for this listing, the bidder may insert "See Attachment" in this space and provide the listing on an attachment to the Proposal Form.

(4) Where indicated by the format of the Proposal Form, the bidder must specify lump sum prices in both words and figures. In case of discrepancy between the prices shown in words and in figures, the words will govern.

(5) All bid items requested in the Proposal Form, including alternate bid prices and unit prices for separate items of the Work, must be bid. If a gross sum of bid items is requested in the Proposal Form, the gross sum shall be provided by the bidder.

(6) In the space provided in the Proposal Form under "Bidder's Alabama License", the bidder must insert his or her current general contractor's state license number, current bid limit, and type(s) of work for which bidder is licensed.

(7) The Proposal Form shall be properly signed by the bidder. If the bidder is:
(a) an individual, that individual or his, or her "authorized representative" must sign the Proposal Form;
(b) a partnership, the Proposal Form must be signed by one of the partners or an "authorized representative" of the Partnership;
(c) a corporation, the president, vice-president, secretary, or "authorized representative"
of the corporation shall sign and affix the corporate seal to the Proposal Form.

As used in these Instructions to Bidders, "authorized representative" is defined as a person to whom the bidder has granted written authority to conduct business in the bidder's behalf by signing and/or modifying the bid. Such written authority shall be signed by the bidder (the individual proprietor, or a member of the Partnership, or an officer of the Corporation) and shall be attached to the Proposal Form.

(8) Interlineation, alterations or erasures on the Proposal Form must be initialed by the bidder or its "authorized representative".

b. Bid Guaranty
(1) The Proposal Form must be accompanied by a cashier's check, drawn on an Alabama bank, or a Bid Bond, executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the Awarding Authority.

(2) If a Bid Bond is provided in lieu of a cashier's check, the bond shall be on the Bid Bond form as stipulated in the Bid Documents.

(3) The amount of the cashier's check or Bid Bond shall not be less than five percent of the contractor's bid, but is not required to be in an amount more than ten thousand dollars.

c. Delivery of Bids:

(1) Proposals shall be submitted at the time and place indicated in the Notice to Bidders and shall be submitted electronically via QuestCDN (eBidDoc #9576787). No Proposal will be considered unless filed on or before the time and at the place designated in the Notice to Bidders. Proposals received after the time set for their receipt will be returned unopened.

(2) Each of the following documents shall be completely filled out and submitted with the Bids via QuestCDN:

(a) Bid Bond or other security

(b) Affidavit of Organization and Authority and Sworn Statement

(c) Enter Contractor's License Number where called for in Proposal

(d) Photocopy of Contractor's License

d. Restriction of Communication:

(1) From the issue dates of this bid until respondents are selected and notified by the City, respondents to this bid are not allowed to communicate their proposal or discuss the bid with any member of the City Council or City staff, except for submission of questions as instructed herein. If a respondent is found in violation of this provision, the City reserves the right to reject the respondent's submission.

**10. WITHDRAWAL or REVISION of BIDS:**

a. A bid may be withdrawn virtually prior to the time set for opening of bids, using the bidder's QuestCDN login. The bid will then be returned to the bidder unopened.

b. A bidder may revise their bid electronically until the date and time specified in the Notice to Bidders.

c. Except as provided in Article 12 of these Instructions to Bidders, no bid shall be withdrawn, modified, or corrected after the time set for opening bids.

**11. OPENING of BIDS:**

Bids will be opened and read publicly at the time and place indicated in the Advertisement for Bids. Bidders or their authorized representatives are invited to be present.

**12. INCOMPLETE and IRREGULAR BIDS:**

A bid that is not accompanied by data required by the Bid Documents, or a bid which is in any way incomplete, may be rejected. Any bid which contains any uninitialed alterations or erasures, or any bid which contains any additions, alternate bids, or conditions not called for, or any other irregularities of any kind, will be subject to rejection.

**13. BID ERRORS**

a. Errors and Discrepancies in the Proposal Form. In case of error in the extension of prices in bids, the unit price will govern. In case of discrepancy between the prices shown in the figures and in words, the words will govern.

b. Mistakes within the Bid. If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture of its bid guaranty under the following conditions:

(1) Timely Notice: The low bidder must notify the Awarding Authority and Architect in writing, within three working days after the opening of bids, that a mistake was made. This notice must be given within this time frame whether or not award has been made.

(2) Substantial Mistake: The mistake must be of such significance as to render the bid price substantially out of proportion to the other bid prices.

(3) Type of Mistake: The mistake must be due to calculation or clerical error, an inadvertent omission, or a typographical error which results in an erroneous sum. A mistake of law, judgment, or opinion shall not constitute a valid ground for withdrawal without forfeiture.

(4) Documentary Evidence: Clear and convincing documentary evidence of the mistake must be presented to the Awarding Authority and the Architect as soon as possible, but no later than three working days after the opening of bids.

The Awarding Authority's decision regarding a low bidder's request to withdraw its bid without penalty shall be made within 10 days after receipt of the bidder's evidence or by the next regular meeting of the Awarding Authority. Upon withdrawal of bid without penalty, the low bidder shall be prohibited from (1) doing work on the project as a subcontractor or in any other capacity and (2) bidding on the same project if it is re-bid.

**14. DISQUALIFICATION of BIDDERS:**

Any bidder(s) may be disqualified from consideration for contract award for the following reasons:

a. Collusion. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition to bid at a fixed price or to refrain from bidding or otherwise shall render the bids void and shall cause the bidders or prospective bidders participating in such

agreement or collusion to be disqualified from submitting further bids to the Awarding Authority on future lettings. (See § 39-2-6, Code of Alabama 1975, for possible criminal sanctions.)

b. Advance Disclosure. Any disclosure in advance of the terms of a bid submitted in response to an Advertisement for Bids shall render the proceedings void and require re-advertisement and rebid.

c. Failure to Settle Other Contracts. The Awarding Authority may reject a bid from a bidder who has not paid, or satisfactorily settled, all bills due for labor and material on other contracts in force at the time of letting.

**15. CONSIDERATION of BIDS:**

a. After the bids are opened and read publicly, the bid prices will be compared and the results of this comparison will be available to the public. Until the final award of the contract, however, the Awarding Authority shall have the right to reject any or all bids, and it shall have the right to waive technical errors and irregularities if, in its judgment, the bidder will not have obtained a competitive advantage and the best interests of the Awarding Authority will bepromoted.

b. If the Bid Documents request bids for projects or parts of projects in combination or separately, the Bid Documents must include modifications of, or supplements to, these Instructions to Bidders setting forth applicable bid procedures. Award or awards will be made to the lowest responsible and responsive bidder or bidders in accordance with such bid procedures.

**16. DETERMINATION of LOW BIDDER by USE of ALTERNATES**

a. The Awarding Authority may request alternate bid prices (alternates) to facilitate either reducing the base bid to an amount within the funds available for the project or adding items to the base bid within the funds available for the project. Alternates, if any, are listed in the Proposal Form in the order in which they shall cumulatively deduct from or add to the base bid for determining the lowest bidder.

b. If alternates are included in the Proposal Form, the Awarding Authority shall determine the dollar amount of funds available and immediately prior to the opening of bids shall announce publicly the funds available for the project. The dollar amount of such funds shall be used to determine the lowest bidder as provided herein below, notwithstanding that the actual funds available for the project may subsequently be determined to be more or less than the expected funds available as determined immediately prior to the time of the opening ofbids.

c. If the base bid of the lowest bidder exceeds the funds available and alternate bid prices will reduce the base bids to an amount that is within the funds available, the lowest bidder will be determined by considering, in order, the fewest number of the alternates that produces a price within the funds available. If the base bid of the lowest bidder is within the funds available and alternate bid prices will permit adding items to the base bid, the lowest bidder will be determined by considering, in order, the greatest number of the alternates that produces a price

within the funds available.

d. After the lowest bidder has been determined as set forth above, the Awarding Authority may award that bidder any combination of alternates, provided said bidder is also the low bidder when only the Base Bid and such combination of alternates are considered.

**17. UNIT PRICES:**

a. Work Bid on a Unit Price Basis. Where all, or part(s), of the planned Work is bid on a unit price basis, both the unit prices and the extensions of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of prices of bids, the unit price will govern. A bid may be rejected if any of the unit prices are obviously unbalanced or non-competitive.

b. Unit Prices for Application to Change Orders. As a means of predetermining unit costs for changes in certain elements of the Work, the Bid Documents may require that the bidders furnish unit prices for those items in the Proposal Form. Unit prices for application to changes in the work are not a basis for determining the lowest bidder. Non-competitive unit prices proposed by the successful bidder may be rejected and competitive prices negotiated by the Awarding Authority prior to contract award. Unit prices for application to changes in the work are not effective unless specifically included and agreed upon in the Construction Contract.

**18. AWARD of CONTRACT:**

a. The contract shall be awarded to the lowest responsible and responsive bidder unless the Awarding Authority finds that all the bids are unreasonable or that it is not in the best interest of the Awarding Authority to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of the Advertisement for Bids and the Bid Documents. Minor irregularities in the bid shall not defeat responsiveness.

b. A bidder to whom award is made will be notified by electronic communication (e-mail), confirmed facsimile, or letter to the address shown on the Proposal Form at the earliest possible date. Unless other time frames are stipulated in Supplemental Instructions to Bidders, the maximum time frames allowed for each step of the process between the opening of bids and the issuance of an order to proceed with the work shall be as follows:

| | | |
|---|---|---|
| (1) | Award of contract by Awarding Authority | 30 calendar days after the opening of bids |
| (2) | Contractor's return of the fully executed contract, with bonds and evidence of insurance, to the Awarding Authority | 15 calendar days after the contract has been presented to the contractor for signature |

| | | |
|---|---|---|
| (3) | Awarding Authority's approval of the contractor's bonds and evidence of insurance | 20 calendar days after the contractor presents complete and acceptable documents to the Architect |
| (4) | Notice To Proceed issued to the contractor | 15 calendar days after final execution of contract by the Awarding Authority |

The time frames stated above, or as otherwise specified in the Bid Documents, may be extended by written agreement between the parties. Failure by the Awarding Authority to comply with the time frames stated above or stipulated in Supplemental Instructions to Bidders, or agreed extensions thereof, shall be just cause for the withdrawal of the contractor's bid and contract without forfeiture of bid security.

c. Should the successful bidder or bidders to whom the contract is awarded fail to execute the Construction Contract and furnish acceptable Performance and Payment Bonds and satisfactory evidence of insurance within the specified period, the Awarding Authority shall retain from the bid guaranty, if it is a cashier's check, or recover from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded and the amount of the bid of the next lowest responsible and responsive bidder, but not more than $10,000. If no other bids are received, the full amount of the bid guaranty shall be so retained or recovered as liquidated damages for such default. Any sums so retained or recovered shall be the property of the Awarding Authority.

d. All bid guaranties, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated, and the relation of the bids established. The bid guaranties of the three lowest bidders will be returned as soon as the contract bonds and the contract of the successful bidder have been properly executed and approved. When the award is deferred for a period of time longer than 15 days after the opening of the bids, all bid guaranties, except those of the potentially successful bidders, shall be returned. If no award is made within the specified period, as it may by agreement be extended, all bids will be rejected, and all guaranties returned. If any potentially successful bidder agrees in writing to a stipulated extension in time for consideration of its bid and its bid was guaranteed with a cashier's check, the Awarding Authority may permit the potentially successful bidder to substitute a satisfactory bid bond for the cashier's check.

e. Licenses, Vendor Application, Permits, Inspections:
   (1) The contractor and subcontractors will need to obtain all necessary licenses, permits, and inspections from the city however all fees will be waived.
   (2) The City of Vestavia New Vendor Application Form – Has been included in the Project Manual to be submitted.

**END**

**BID PROPOSAL FORM**
(submit in duplicate)

**PROJECT:** **Vestavia Hills Essential Power Alternations**

**OWNER:** **City of Vestavia Hills**

**GENERAL CONTRACTOR:** _____

In compliance with the Bidding Documents, the undersigned, in making this proposal, represents the following:

1. He has read and understands the Bidding Documents, and this proposal is made in accordance therewith;

2. He has visited the project site, has familiarized himself with the local conditions under which the Work is to be performed, has reviewed utility documents pertaining to this Project prepared by others, and has correlated his observations with the requirements of the Construction Documents;

3. He has included in his proposal the cost of all labor, material and items required for the proper execution and completion of the Work during construction;

4. He is licensed and qualified under the laws of the State of Alabama to perform the quantity and type of work shown on the proposed Contract Documents.

5. The bid does **not** include sales tax.

The undersigned agrees to furnish all materials, labor, equipment, supervision, bonds, insurance, licenses, and other services required for construction of the Work in accordance with the Drawings and Specifications **for the Vestavia Hills Essential Power Alterations prepared by REG dated February 20, 2025, including Addenda:**

No. ___, dated _____ No. ___, dated _____ No. ___ , dated _____ No. ___ , dated _____

No. ___, dated _____ No. ___, dated _____ No. ___ , dated _____ No. ___ , dated _____

**BASE BID**: _____

_____ Dollars ($_____).

**COMPLETION DATE:** See Section 01 1000 Summary.

**THE UNDERSIGNED AGREES TO THE FOLLOWING:**

1. This Proposal will not be modified, withdrawn or canceled during the 60-day period following the time and date designated for the receipt of bid.

2. The Owner reserves the right to waive any informality in any bid, or to reject any or all bids, in whole or in part, and to accept the bid most advantageous to the Owner, should it be deemed in his best interest to do so.

3. The cost submitted on the virtual bid proposal governs in the event of a discrepancy between the uploaded bid proposal and the virtual proposal.

Signed and sealed this _____ day of _____, 20__.

Name of Bidder: _____

By (Name/Title): _____

AL Registration #: _____ Classification # _____

Business Address: _____

_____

(CORPORATE SEAL)

STATE OF )

COUNTY OF )

Sworn to and subscribed before me
this _____ day of _____, 20__.

_____
(Notary)
My Commission Expires:

**SECTION 00 6020**

**BID FORM – ATTACHMENT A: ACCOUNTING OF SALES TAX**

To: _____ Date: _____
(Awarding Authority)

NAME OF PROJECT: _____

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: $ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____

Mailing Address _____

* By (Legal Signature) _____

* Name (type or print) _____ (Seal)

* Title _____

Telephone Number _____

**END**

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# AIA® Document A310™ – 2010

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

« »« »
« »

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

« »« »
« »

**OWNER:**
*(Name, legal status and address)*

«

**BOND AMOUNT:** $ « »

**PROJECT:**
*(Name, location or address, and Project number, if any)*

«

« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

**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.

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.

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**User Notes:** (1953053005)

Signed and sealed this « » day of « » , « »

| | |
|---|---|
| | « » |
| | *(Contractor as Principal)* *(Seal)* |
| | « » |
| *(Witness)* | *(Title)* |
| | « » |
| | *(Surety)* *(Seal)* |
| | « » |
| *(Witness)* | *(Title)* |

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# AIA Document A312™ – 2010

## *Performance Bond*

« »
« »
« »

**CONTRACTOR:**
*(Name, legal status and address)*

« »« »
« »

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

« »« »
« »

**OWNER:**
*(Name, legal status and address)*

«»
«»
«»

**CONSTRUCTION CONTRACT**
Date: «»
Amount: $ «»
Description:
*(Name and location)*

«  »
«  »

**BOND**
Date:
*(Not earlier than Construction Contract Date)*
« »
Amount: $ « »
Modifications to this Bond: « » None « » Section 16

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: ___ Signature: Name and « »« » | | | Name |
| and « »« » | | | |
| Title: | | Title: | |

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

*(FOR INFORMATION ONLY — Name, address and telephone)*
**AGENT** or **BROKER:**

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

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

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.

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**User Notes:** (861025882)

**§ 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.

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: (861025882)

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

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

**.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

**.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

**§ 14 Definitions**

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

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: (861025882)

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

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

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

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

**§ 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.

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(861025882)

**§ 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: | « » | Address: | « » |

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## *Payment Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

« »« »
« »

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

« »« »
« »

**OWNER:**
*(Name, legal status and address)*

«»
«»
«»

**CONSTRUCTION CONTRACT**
Date: «»
Amount: $ «»
Description:
*(Name and location)*

**BOND**
Date:
*(Not earlier than Construction Contract Date)*
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | « »« » | Name and Title: | « »« » |

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

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT** or **BROKER:**

« »
« »
« »

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

« »
« »
« »
« »
« »
« »

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

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

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**User Notes:** (1164277623)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**User Notes:** (1164277623)

**§ 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.

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

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

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

**§ 18** Modifications to this bond are as follows:

« »

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

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | « »« » | Name and Title: | « »« » |
| Address: | « » | Address: | « » |

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# AIA® Document A101™ – 2017

## *Standard Form of Agreement Between Owner and Contractor*

*where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the « » day of « » in the year « »
*(In words, indicate day, month and year.)*

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

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

«»
«»

The Architect:
*(Name, legal status, address and other information)*

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

**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.

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, 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.

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TABLE OF ARTICLES

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EXHIBIT A 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:
*(Check one of the following boxes.)*

[ « » ] The date of this Agreement.

[ « » ] A date set forth in a notice to proceed issued by the Owner.

[ « » ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

### § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*

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[ « » ] Not later than « » ( « » ) calendar days from the date of commencement of the Work.

[ « » ] By the following date: « »

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|
| | |

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## 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.

### § 4.2 Alternates

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| | |

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|
| | | |

**§ 4.3** Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| | |

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

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| | | |

**§ 4.5** Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

« »

**§ 4.6** Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

« »

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## 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:

« »

**§ 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 amount certified 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 of the amount certified 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 by such data to substantiate its accuracy, as the Architect may require. This schedule of values 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** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 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; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« »

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**§ 5.1.7.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

« »

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

« »

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 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 Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

**.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:

« »

### § 5.3 Interest

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.)*

« » % « »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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.)*

« »
« »
« »
« »

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**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ « » ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ « » ] Litigation in a court of competent jurisdiction

[ « » ] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

## 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 A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

« »

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

« »
« »
« »
« »
« »
« »

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

« »
« »
« »
« »
« »
« »

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

**§ 8.7** Other provisions:

« »

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds

**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction

**.4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

**.5** Drawings

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

**.6** Specifications

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

**.7** Addenda, if any:

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

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

**.8** Other Exhibits:
*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

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« »

[ « » ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|
| | | |

[ « » ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| | | | |

**.9** Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

« »

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

| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
|---|---|
| « »« » | « »« » |
| *(Printed name and title)* | *(Printed name and title)* |

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# AIA® Document A201™ – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*

«New Merkel House»
«Vestavia HIlls, Alabama»

**THE OWNER:**
*(Name, legal status and address)*

**THE ARCHITECT:**
*(Name, legal status and address)*

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**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.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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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 or proposal 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

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

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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 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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**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

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relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

**§ 2.1.1** The Owner 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 Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

**§ 2.3.1** 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.

**§ 2.3.2** 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.

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**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** 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.

**§ 2.3.5** 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.

**§ 2.3.6** 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.

### § 2.4 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.

### § 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## 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 its 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.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

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the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

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### § 3.5 Warranty

**§ 3.5.1** 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.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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### § 3.8 Allowances

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

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similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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 required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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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

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 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.

### § 4.2 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.

**§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 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

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number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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 be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

**.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

**.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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**§ 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. The Contractor shall proceed promptly with changes in the Work, 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
**.4** As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

**.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

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.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## 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.

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### § 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

**§ 9.1.1** 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.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers 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

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.7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

**§ 9.5.4** 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 supplier 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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### § 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 dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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### § 9.10 Final Completion and Final Payment

**§ 9.10.1** Upon receipt of the Contractor's 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. 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 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a 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;

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.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, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

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procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### §11.5 Adjustment and Settlement of Insured Loss

**§ 11.5.1** A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct 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 2.5.

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**§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

### § 13.3 Rights and Remedies

**§ 13.3.1** 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.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

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timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.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 reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

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Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

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properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** 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.

#### § 15.1.7 Waiver of 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

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.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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 Consolidation or Joinder

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

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provided that (1) the arbitration agreement governing the other arbitration 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** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

DRAFT

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**SECTION 00 6080**

**SUPPLEMENTAL GENERAL CONDITIONS**

**PART 1 GENERAL**

**1.1 SUMMARY**

A. Related Documents:
   1. General Conditions.
   2. Division 01 - General Requirements.

**1.2 GENERAL**

A. The following supplements modify, delete from, or add to the General Conditions referenced above.
B. Where provisions of the General Conditions are modified, unaltered provisions remain in effect.

**1.3 ADDITIONAL REQUIREMENTS**

A. Preliminary Drawings and Specifications – Prior to beginning construction, Contractor shall mark all preliminary drawings as VOID and ensure no preliminary drawings will be used during construction. Contractor shall further direct his subcontractors, vendors, and trades to do likewise. At execution of the construction contract, the Contractor and his subcontractors shall certify that all contracts reflect the provisions of the current and official drawing revision that will be used to obtain permits and licenses from the Authorities Having Jurisdiction (AHJ).

B. Drawings and Specifications for Permitting – Contractor will be furnished computer .pdf files for bidding, building permits, and construction transmitted by email. These drawings and specifications will be labeled *Drawings and Project Manual for Construction* and will contain the Architect or Engineer's Alabama registration seal. The Contractor is authorized to make sufficient copies as is required by the AHJ for submittals and procuring all required permits. The Project Manual may also be referred to as "Project Specifications."

C. Revised Drawings and Specifications - In the event that drawings are revised due to subsequent changes by the Owner or comments by the AHJ, the Contractor will be furnished amended documents by emailed .pdf files, either by individual sheet, or groups of sheets, or full set. Contractor is responsible for distribution and receipt of amended sheets to all subcontractors, vendors, and trades.

D. Drawings and Specifications for Construction– Contractor will maintain the official printed permit set of drawings and specifications for use as the master construction set. These drawings will be labeled Drawings and Project Manual For Construction and will contain the Architect or Engineer's Alabama registration seal, and the AHJ certification stamp. The Contractor alone is authorized to make an unlimited number of copies for his and his sub-contractors' use, at the Contractor's expense. Such authorization shall expire at the completion of construction, and all drawings that can be accounted for, except final record sets,

shall be destroyed or returned to Architect.

E. Additional Insured Provisions – Contractor's General, Automobile, and Umbrella Liability Insurance Policies shall name the Owner, the Architect, and their agents, consultants, and employees as Additional Insureds, stating that this coverage shall be the primary insurance for the Additional Insureds, and contain no exclusions of the Additional Insureds relative to job accidents. Architect must be furnished Certificates of Insurance listing Architect and consultants as Additional Insured. This requirement is in addition to the General Conditions of the Contract.

F. Liquidated Damages – Time is the essence of the Contract. Any delay in the completion of the Work required by the Contract Documents may cause inconvenience to the public and loss and damage to the Owner including but not limited to interest and additional administrative, architectural, inspection and supervision charges. By executing the Construction Contract, the Contractor agrees that the Contract Time is sufficient for the achievement of Substantial Completion. A time charge equal to six percent interest per annum on the total Contract sum may be made against the Contractor for the entire period after expiration of the Contract Time that the Contractor fails to achieve Substantial Completion of the Work.

   The amount of liquidated damages that are due may be deducted by the Owner from the moneys otherwise due the Contractor in the Final Payment, not as a penalty, but as liquidated damages sustained, or the amount may be recovered from Contractor or its Surety. If part of the Work is substantially completed within the Contract Time and part is not, the stated charge for liquidated damages shall be equitably prorated to that portion of the Work that the Contractor fails to substantially complete within the Contract Time. It is mutually understood and agreed between the parties hereto that such amount is reasonable as liquidated damages.

**END OF SECTION**

**STATE OF ALABAMA**

**JEFFERSON COUNTY**

**FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND**
**GENERAL CONDITIONS BY AND BETWEEN OWNER AND CONTRACTOR**

**WITNESSETH THIS FIRST ADDENDUM TO CONSTRUCTION CONTRACT AND GENERAL CONDITIONS,** by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and _____, as "Contractor", made and entered into on this the _____ day of _____, 2022.

**WITNESSETH THESE RECITALS:**

**WHEREAS**, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and _____, as "Contractor," have executed and delivered a Construction Contract (being "AIA Document A101-2017") and General Conditions (being "AIA Document A201-2017") on this date; and

**WHEREAS,** the Owner and Contractor wish to amend the Construction Contract and General Conditions by the execution and deliveryof this First Addendum.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the Owner and Contractor hereby mutually and expressly amend the Construction Contract and General Conditions as set forth below.

Notwithstanding anything contained in the Construction Contract and General Conditions to the contrary, the Owner and Contractor agree to modify, add and/or delete the following terms, provisions, limitations and conditions to said Construction Contract and General Conditions:

**A.** **PUBLIC WORKS PROJECT:** The following language is hereby added to Article 2 on page 1 of the contract:

> "The Owner and Contractor agree that the work described in Article 2 on page 1 of the contract is a public works project as defined by Title 39-2-1(6), *Code of Alabama, 1975,* and that the Public Works law of Alabama set forth in Title 39-1-1, et seq., *Code of Alabama, 1975,* applies to this contract."

**B.** **PERFORMANCE BOND AND PAYMENT BOND:** The following language is hereby added to Section 11.1.2 on page 30 of the General Conditions:

> "**1**. 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 ($_____).

**2**. 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 ($_____) 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.

**3**. The Performance Bond and the Payment Bond referred to in sections 1 and 2 above shall be executed and delivered all in accordance with the requirements of the Alabama Public Works Law set forth at Title 39-1-1(a), *Code of Alabama, 1975."*

**C. REQUIREMENT FOR ARCHITECT**: The following language is hereby added to Section 2.3.2 on page 11 of the General Conditions,

"The Architect shall be selected by the Owner all in accordance with Title 34-2-30 and Title 34-2-32(c), *Code of Alabama, 1975."*

**D. REQUIREMENT FOR ENGINEERS**: The following language is hereby added as Section 2.3.7 on page 12 of the General Conditions,

"Any and all engineers selected by the Contractor, any subcontractor or the Owner shall be selected all in accordance with the requirements of Title 34-11-10, *Code of Alabama, 1975.*"

**E. REQUIREMENT OF LICENSED GENERAL CONTRACTOR**: The following language is hereby added to Section 3.1.1 on page 12 of the General Conditions as follows,

"The Contractor represents and warrants that it is properly licensed by the State of Alabama as required by Title 34-8-1(a), *Code of Alabama, 1975.*

**F. LIMITS OF INSURANCE COVERAGES**: The following language is hereby added to Section 11.1.1 on page 30 of the General Conditions:

"**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:

| **Coverage** | **Limit** |
|---|---|
| (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 City of Vestavia Hills, Alabama, as Owner, 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 Contractor.

**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 General 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 specified under subparagraph B(2) 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 specified above 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.

**11.1** The Contractor shall, at the Contractor's own expense, provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit until such materials are permanently attached to the Work.

The insurance required herein is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment."

**G.** **ADDITIONAL INSUREDS**: Section 11.1.5 is hereby added on page 31 of the General Conditions, which shall read in words and figures as follows:

> "**SECTION 11.1.5 ADDITIONAL INSUREDS**: The Contractor shall cause all of the insurance policy coverages described in Article 11 of the General Conditions of the Construction Contract and hereinabove (except for the Worker's Compensation coverages) to include:
>
> **1**. The City of Vestavia Hills, Alabama, a municipal corporation, and its elected public officials and employees, the Architect, and the Architect's consultants 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
>
> **2**. 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
>
> **3**. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds.
>
> **4**. Contain no exclusions of the additional insureds relative to job accidents; and
>
> **5**. The policies must be on an 'occurrence' basis."

**H.** **SALES TAXES**: Section 3.6 on page 14 of the General Conditions is hereby amended to read as follows:

> "The Contractor and the Owner shall avoid the payment of sales, use and similar taxes by using the process outlined in Act Number 2013-205 now codified at Title 40-9-14.1, *Code of Alabama, 1975."*

**I.** **MATERIALMEN'S LIENS:** Section 2.1.2 on page 11 of the General Conditions is hereby amended to read in words and figures as follows:

> "Anything contained in the Contract and/or General Conditions to the contrary notwithstanding, including specifically but not limited to, Sections 2.12, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 10.4 and 15.2.8, the Contractor and Owner specifically agree that claims for unpaid labor, materials or supplies for this public works project shall be resolved by the requirements and process set forth in Title 39-1-1(b), *Code of Alabama, 1975."*

**J.** **INDEPENDENT CONTRACTOR:** Section 3.3.4 is hereby added to page 13 of the General Conditions and shall read as follows:

> "The Contractor is an independent contractor for the purposes of this contract. Nothing contained in the contract shall be construed to mean that the Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama."

**K.** **CHANGE ORDERS:** The following language is hereby added to the General Conditions on page 22 as Section 7.2.2:

> "Anything contained herein to the contrary notwithstanding, the guidelines, which provide criteria for approving change orders to an existing public works contract are set forth in an opinion issued to the Alabama State Building Commission on June 15, 1979 by the State of Alabama Attorney General. Contractor and Owner agree that said opinion sets forth the guidelines for determining whether or not a proposed change order is legally justified. The Owner, its Architect and legal advisor shall sign any and all change order justifications."

**L.** **COMPLIANCE WITH ALL LAWS:** The following section 3.7.4 is hereby added to the General Conditions on page 14 thereof:

> **"GENERAL COMPLIANCE WITH ALL LAWS:** Contractor shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract Between City and Contractor, including specifically, but not limited to Ordinance Numbers 2769, 2770 and 2771 enacted by the City Council of the City of Vestavia Hills, Alabama on June 11, 2018."

**M.** **MUNICIPALITIES CANNOT INDEMNIFY AND HOLD HARMLESS THIRD PARTIES:** Sections 10.3.3 and 10.3.6 on page 30 of the General Conditions are hereby deleted in their entireties.

**N.** **IMMIGRATION**: The following section 16.1 is hereby added to the General Conditions on page 39 thereof:

> "**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."

**O.** **BOYCOTT LIMITATIONS**: The following section 16.2 is hereby added to the General Conditions on page 39 thereof:

> "**COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS:** Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than $15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

**P.** **RETAINAGE:** The following language is added to Section 5.1.7.1 of the Construction Contract:

**(1)** "Retainage" is defined as the money earned and, therefore, belonging to the Contractor (subject to final settlement of the Contract) which has been retained by the Owner conditioned on final completion and acceptance of all Work required by the Contract Documents. Retainage shall not be relied upon by Contractor (or Surety) to cover or off-set unearned monies attributable to uncompleted or uncorrected Work.

**(2)** In making progress payments the Owner shall retain five percent of the estimated value of Work performed and the value of materials stored for the Work; but after retainage has been held upon fifty percent of the Contract Sum, no additional retainage will be withheld.

**Q.** **MISCELLANEOUS**: Article 18 entitled "Miscellaneous" is hereby added to the General Conditions:

"**ARTICLE 18. MISCELLANEOUS**:

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

**(b)** **Waiver of Modification**: Any waiver, alteration or modification of any of the provisions of this agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

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

**(d)** **Governing Law**: This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

**(e)** **Article and Section Headings**: The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

**(f)** **Construction of Terms:** Any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

**(f)** **Execution in Counterparts**: The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**(g)** **Binding Effect**: The contract shall inure to the benefit of, and shall be binding upon Owner and Contractor and their heirs, successors and assigns.

**(h)** **Severability:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**(i)** **Entire Agreement**: This written contract contains the entire agreement between the Owner and the Contractor.

**R.** **CONTRACT DOCUMENTS:** The following language is hereby added to Article 1 on page 2 of the Contract:

> "The contract documents described above shall also include the following:
>
> 1. AIA Document A312-2010 Performance Bond.
>
> 2. AIA Document A312-2010 Payment Bond.
>
> 3. This First Addendum to the Contract and General Conditions."

**S.** **RATIFY CONTRACT AND GENERAL CONDITIONS:** Article 17 is hereby added to the General Conditions to read in words and figures as follows:

> "The Owner and Contractor hereby ratify and reconfirm the terms, provisions, limitations and conditions of the contract documents that were not modified or otherwise amended by this First Addendum to Construction Contract."

**IN WITNESS WHEREOF**, the Owner and Contractor have hereunto set their hands and seals all being done in duplicate originals with one (1) original being delivered to each party on the day first above written.

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

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

**CONTRACTOR**:

_____

By _____
Its _____

ATTESTED

By _____

**STATE OF ALABAMA**
**JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, is signed to the First Addendum to Construction Contract and General Conditions who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:
_____
SEAL

**STATE OF ALABAMA**
**JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:
_____
SEAL

**STATE OF ALABAMA**
**JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:
_____
SEAL

DRAFT

# AIA® Document G702™ – 1992

## *Application and Certificate for Payment*

**TO OWNER:**

**PROJECT:**

**APPLICATION NO:** 001
**PERIOD TO:**
**CONTRACT FOR:** General Construction
**CONTRACT DATE:**
**PROJECT NOS:** 18-035.00 / /

**Distribution to:**
OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

**FROM CONTRACTOR:**

**VIA ARCHITECT:**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

| | | |
|---|---|---|
| **1. ORIGINAL CONTRACT SUM** | | $0.00 |
| **2. NET CHANGE BY CHANGE ORDERS** | | $0.00 |
| **3. CONTRACT SUM TO DATE** (Line 1 ± 2) | | $0.00 |
| **4. TOTAL COMPLETED & STORED TO DATE** (Column G on G703) | | $0.00 |
| **5. RETAINAGE:** | | |
| a. 0 % of Completed Work (Column D + E on G703) | $0.00 | |
| b. 0 % of Stored Material (Column F on G703) | $0.00 | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | | $0.00 |
| **6. TOTAL EARNED LESS RETAINAGE** (Line 4 Less Line 5 Total) | | $0.00 |
| **7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) | | $0.00 |
| **8. CURRENT PAYMENT DUE** | | $0.00 |
| **9. BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6) | $0.00 | |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $0.00 | $0.00 |
| Total approved this Month | $0.00 | $0.00 |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES by Change Order | | $0.00 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... $0.00

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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# AIA® Document G703™ – 1992

## *Continuation Sheet*

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

| | |
|---|---|
| **APPLICATION NO:** | 001 |
| **APPLICATION DATE:** | |
| **PERIOD TO:** | |
| **ARCHITECT'S PROJECT NO:** | |

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G ÷ C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | **GRAND TOTAL** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **0.00%** | **$0.00** | **$0.00** |

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# AIA® Document G701™ – 2017

## *Change Order*

**PROJECT:** *(Name and address)*

**CONTRACT INFORMATION:**
Contract For: General Construction
Date:

**CHANGE ORDER INFORMATION:**
Change Order Number: 002
Date:

**OWNER:** *(Name and address)*

**ARCHITECT:** *(Name and address)*

**CONTRACTOR:** *(Name and address)*

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

| | |
|---|---|
| The original Contract Sum was | $ 0.00 |
| The net change by previously authorized Change Orders | $ 0.00 |
| The Contract Sum prior to this Change Order was | $ 0.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ 0.00 |
| The new Contract Sum including this Change Order will be | $ 0.00 |

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| ARCHITECT *(Firm name)* | CONTRACTOR *(Firm name)* | OWNER *(Firm name)* |
|---|---|---|
| SIGNATURE | SIGNATURE | SIGNATURE |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| DATE | DATE | DATE |

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**User Notes:**
(3B9ADA68)

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# AIA® Document G704™ – 2017

## *Certificate of Substantial Completion*

| **PROJECT:** *(name and address)* | **CONTRACT INFORMATION:**<br>Contract For: General Construction<br>Date: | **CERTIFICATE INFORMATION:**<br>Certificate Number: 001<br>Date: |
|---|---|---|
| **OWNER:** *(name and address)* | **ARCHITECT:** *(name and address)* | **CONTRACTOR:** *(name and address)* |

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
*(Identify the Work, or portion thereof, that is substantially complete.)*

| **ARCHITECT** *(Firm Name)* | **SIGNATURE** | **PRINTED NAME AND TITLE** | **DATE OF SUBSTANTIAL COMPLETION** |
|---|---|---|---|

**WARRANTIES**
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

**WORK TO BE COMPLETED OR CORRECTED**
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first.
The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| **CONTRACTOR** *(Firm Name)* | **SIGNATURE** | **PRINTED NAME AND TITLE** | **DATE** |
|---|---|---|---|
| **OWNER** *(Firm Name)* | **SIGNATURE** | **PRINTED NAME AND TITLE** | **DATE** |

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**User Notes:**

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# AIA® Document G706™ – 1994

## *Contractor's Affidavit of Payment of Debts and Claims*

**PROJECT:** *(Name and address)*

**ARCHITECT'S PROJECT NUMBER:**

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

**CONTRACT FOR:** General Construction

**TO OWNER:** *(Name and address)*

**CONTRACT DATED:**

**STATE OF:**
**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** *(Name and address)*

BY: _____
*(Signature of authorized representative)*

_____
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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**User Notes:** (3B9ADA42)

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# AIA® Document G706A™ – 1994

## *Contractor's Affidavit of Release of Liens*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **ARCHITECT'S PROJECT NUMBER:** | OWNER: ☐ |
| | | ARCHITECT: ☐ |
| | **CONTRACT FOR:** General Construction | CONTRACTOR: ☐ |
| **TO OWNER:** *(Name and address)* | **CONTRACT DATED:** | SURETY: ☐ |
| | | OTHER: ☐ |

**STATE OF:**
**COUNTY OF:**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

BY:

*(Signature of authorized representative)*

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

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# AIA® Document G707™ – 1994

## *Consent Of Surety to Final Payment*

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)* | **ARCHITECT'S PROJECT NUMBER:** | OWNER: ☐ |
| | | ARCHITECT: ☐ |
| | **CONTRACT FOR:** General Construction | CONTRACTOR: ☐ |
| **TO OWNER:** *(Name and address)* | **CONTRACT DATED:** | SURETY: ☐ |
| | | OTHER: ☐ |

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(*Insert name and address of Surety*)

, SURETY,

on bond of
*(Insert name and address of Contractor)*

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
*(Insert name and address of Owner)*

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
*(Insert in writing the month followed by the numeric date and year.)*

*(Surety)*

*(Signature of authorized representative)*

Attest:
(Seal):

*(Printed name and title)*

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**User Notes:** (3B9ADA45)

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# AIA® Document G709™ – 2001

## *Work Changes Proposal Request*

**PROJECT** *(Name and address)*:

**PROPOSAL REQUEST NUMBER:** 001

**DATE OF ISSUANCE:**

**OWNER** *(Name and address)*:

**CONTRACT FOR:** General Construction

**CONTRACT DATE:**

**FROM ARCHITECT** *(Name and address)*:

**ARCHITECT'S PROJECT NUMBER:**

**TO CONTRACTOR** *(Name and address)*:

OWNER: ☐
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Zero (0) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

**DESCRIPTION** *(Insert a written description of the Work)*:

**ATTACHMENTS** *(List attached documents that support description)*:

**REQUESTED BY THE ARCHITECT:**

*(Signature)*

*(Printed name and title)*

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# AIA® Document G710™ – 2017

## *Architect's Supplemental Instructions*

| **PROJECT:** *(name and address)* | **CONTRACT INFORMATION:**<br>Contract For: General Construction<br>Date: | **ASI INFORMATION:**<br>ASI Number: 001<br>Date: |
|---|---|---|
| **OWNER:** *(name and address)* | **ARCHITECT:** *(name and address)* | **CONTRACTOR:** *(name and address)* |

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
*(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)*

**ISSUED BY THE ARCHITECT:**

**ARCHITECT** *(Firm name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

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**User Notes:** (3B9ADA30)

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# AIA® Document G714™ – 2017

## *Construction Change Directive*

| | | |
|---|---|---|
| **PROJECT:** *(name and address)* | **CONTRACT INFORMATION:**<br>Contract For: General Construction<br>Date: | **CCD INFORMATION:**<br>Directive Number: 001<br>Date: |
| **OWNER:** *(name and address)* | **ARCHITECT:** *(name and address)* | **CONTRACTOR:** *(name and address)* |

The Contractor is hereby directed to make the following change(s) in this Contract:
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)*

**PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☒ Lump Sum decrease of $0.00
   - ☐ Unit Price of $ per
   - ☐ Cost, as defined below, plus the following fee:
     *(Insert a definition of, or method for determining, cost)*
   - ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

*NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.*

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

| **ARCHITECT** *(Firm name)* | **OWNER** *(Firm name)* | **CONTRACTOR** *(Firm name)* |
|---|---|---|
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| **DATE** | **DATE** | **DATE** |

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# AIA® Document G716™ – 2004

## *Request for Information ("RFI")*

**TO:** **FROM:**

**PROJECT:** **ISSUE DATE:** **RFI No.** 001

**REQUESTED REPLY DATE:**

**PROJECT NUMBERS:** **COPIES TO:**

**RFI DESCRIPTION:** *(Fully describe the question or type of information requested.)*

**REFERENCES/ATTACHMENTS:** *(List specific documents researched when seeking the information requested.)*
**SPECIFICATIONS:** **DRAWINGS:** **OTHER:**

**SENDER'S RECOMMENDATION:** *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

**RECEIVER'S REPLY:** *(Provide answer to RFI, including cost and/or schedule considerations.)*

**BY** **DATE** **COPIES TO**

**Note:** This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

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# ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH THE ALABAMA DEPARTMENT OF REVENUE

Section 9 of Alabama Act No. 2011-535 entitled the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act" (http://ago.alabama.gov/File-Immigration-AL-Law-2011-535) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The attached Affidavit For Business Entity/Employer/Contractor and the entity's E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify or at the Alabama Department of Homeland Security web site http://immigration.alabama.gov. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.

You may scan and e-mail your documents to: everify@revenue.alabama.gov or fax to (334) 353-8599.

## AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

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

State of _____

County of _____

Before me, a notary public, personally appeared _____
*(print name)*

who, being duly sworn, says as follows:

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

_____ *(state position)* for

_____ *(state business entity/employer/contractor name)*

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

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.*

_____Signature of Affiant

***Sworn to and subscribed before me this _____day of _____, 2____.***
***I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.***

_____***Signature and Seal of Notary Public***

**(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)*

JULIE P. MAGEE
Commissioner

State of Alabama
Department of Revenue
(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

MICHAEL E. MASON
Assistant Commissioner
JOE W. GARRETT, JR.
Deputy Commissioner
CURTIS E. STEWART
Deputy Commissioner

# Alabama Department of Revenue
# NOTICE

## Tax Guidance for Contractors, Subcontractors and Alabama Governmental Entities Regarding Construction-related Contracts

Legislative Act 2013-205 requires the Department of Revenue to issue Form STC-1, *Sales and Use Tax Certificate of Exemption for Government Entity Projects*, to all contractors and subcontractors working on qualifying governmental entity projects once the Form ST: EXC-01 is approved.

Each exempt entity, contractor and subcontractor must make application for qualification of the exemption using Form ST: EXC-01 for each tax-exempt project. The application is available on the department's website at http://revenue.alabama.gov/salestax/ST-EXC-01.pdf. Applications should be submitted directly to the Sales and Use Tax Division Central Office, P.O Box 327710, Montgomery, AL 36132-7710.

The sales and use tax exemption provided for in Act 2013-205 applies to the purchase of building materials, construction materials and supplies, and other tangible personal property that become part of the structure pursuant to a qualifying contract entered into on or after January 1, 2014. Qualifying projects and contracts are those generally entered into with the following governmental entities, unless otherwise noted: the State of Alabama, a county or incorporated municipality of Alabama, an Alabama public school, or an Alabama industrial or economic development board or authority already exempt from sales and use taxes. **Please note that contracts entered into with the federal government and contracts pertaining to highway, road, or bridge construction or repair do not qualify for the exemption provided for in Act 2013-205**. [Reference: Sales and Use Tax Division Administrative Rule 810-6-3-.77 *Exemption for Certain Purchases by Contractors and Subcontractors in Conjunction with Construction Contracts with Certain Governmental Entities.*]

The Alabama Department of Revenue will assign each contractor and sub-contractor a consumers use tax account, if one is currently not in place, at the time the Form STC-1, Sales *and Use Tax Certificate of Exemption for Government Entity Projects*, is issued.

Contractors and sub-contractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the department's online tax return filing and payment portal, My Alabama Taxes (https://myalabamataxes.alabama.gov).

As another option for these types of contracts, as well as with other contracts entered into with other types of exempt entities, the Form ST:PAA1, *Purchasing Agent Appointment*, may be used. However, please be advised that the use of the Form ST:PAA1 option will require the exempt entity to be invoiced directly and pay for directly from their funds any construction and building material and supply purchases.

For additional information concerning this guidance, taxpayers should contact Sales and Use Tax Division representative Thomas Sims at 334-242-1574 or by email at Thomas.Sims@revenue.alabama.gov.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | – | | | | |

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
P.O Box 327710 • Montgomery, AL 36132-7710

ST: EXC-01
1/14

Reset

# Application For
# Sales and Use Tax Certificate of Exemption

**FOR GOVERNMENT ENTITY PROJECT**

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

## PROJECT INFORMATION:

| PROJECT NAME | | | | PROJECT OWNER'S FEIN (EXEMPT ENTITY) |
|---|---|---|---|---|
| | | | | |
| STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED) | CITY | ZIP | COUNTY | |
| | | | | |

## APPLICANT'S INFORMATION:

| RELATION: *(CHOOSE ONE)* | NAICS CODE |
|---|---|
| ☐ Exempt Entity ☐ General Contractor ☐ Sub-Contractor | |
| APPLICANT'S LEGAL NAME | FEIN |
| | |
| DBA | CONSUMER'S USE TAX ACCOUNT NUMBER |
| | |

MAILING ADDRESS

| CONTACT PERSON | BUSINESS TELEPHONE NUMBER |
|---|---|
| | ( ) |

| ESTIMATED START DATE | ESTIMATED COMPLETION DATE |
|---|---|
| | |

REASON EXEMPTION IS CLAIMED

JOB DESCRIPTION

| WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? | ESTIMATED POLLUTION CONTROL COST |
|---|---|
| ☐ Yes ☐ No | $ |

| TOTAL BID AMOUNT | LABOR COST | MATERIAL COST |
|---|---|---|
| $ | $ | $ |

| PROJECT NAME | PROJECT OWNER'S FEIN (EXEMPT ENTITY) |
|---|---|
| | |

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

NAME *(PLEASE PRINT)* SIGNATURE

TITLE DATE

Exempt entity must provide a copy of the contract accepted by the General Contractor. The General Contractor must provide a copy of the contract and a list of sub-contractors to the Department of Revenue, Sales and Use Tax Division. Any updates, additions and/or deletions, must also be submitted to the Department within 30 days of occurrence.

**REVENUE DEPARTMENT USE ONLY**

Examiner's Remarks _____

Examiner _____ Date _____

Supervisor's Recommendation _____

Supervisor _____ Date _____

# CITY OF VESTAVIA HILLS
# NEW VENDOR APPLICATION FORM

VENDOR INFORMATION

| **BUSINESS NAME** as shown on Federal Tax Return | | **DATE SUBMITTED** |
|---|---|---|
| | | |
| **DBA NAME** if applicable / (doing business as) | | **TAX ID NUMBER** FEIN OR SSN |
| | | |
| **CONTACT/TITLE** | **DESCRIPTION OF BUSINESS ACTIVITY** | |
| | | |
| **VENDOR MAILING ADDRESS** | | |
| | | |
| **VENDOR PHYSICAL ADDRESS** if different from address above | | |
| | | |
| **PHONE** | **FAX** | **VENDOR EMAIL** |
| | | |
| **PAYMENT TERMS:** | **PAYMENT TERMS ADDITIONAL INFORMATION:** | |
| NET 10 | | |

ORGANIZATION TYPE

| | | | | | |
|---|---|---|---|---|---|
| ● | Corporation | ○ | Individual / Sole Proprietor | ○ | Joint Venture |
| ○ | LLC | ○ | Partnership / Limited Partnership | ○ | Non-Profit |

DEPARTMENT

| | | | | | |
|---|---|---|---|---|---|
| ○ | Building Safety | ○ | City Clerk | ○ | City Manager |
| ○ | Finance | ○ | Fire Department | ○ | Municipal Court |
| ○ | Parks & Recreation | ○ | Planning & Zoning | ○ | Police |
| ○ | Public Library | ○ | Public Works | ● | Other |

| **DEPARTMENT HEAD SIGNATURE:** | **SENIOR REVENUE EXAMINER SIGNATURE:** | **FINANCE DIRECTOR SIGNATURE:** |
|---|---|---|
| | | |

| FINANCE DEPARTMENT USE ONLY | **VENDOR NUMBER** | **DATE RECEIVED** | **BUSINESS LICENSE NUMBER** |
|---|---|---|---|
| | | | |

**Completed W-9 form is required with vendor form. Submitted vendor forms missing a completed W-9 form will not be processed.**

**Certificate of compliance and E-Verify MOU (http://immigration.alabama.gov/docs/Memorandum-of-Understanding.pdf) is required for all applicable vendors.**

**Send Original to Finance**

**Retain a copy for department use**



**rev. 2/28/2022**

**SECTION 01 1000**

**SUMMARY**

**PROJECT**

**1.01 PROJECT NAME:** **Vestavia Hills Essential Power Alterations**

A. Project Location: Vestavia Hills City Hall, 1032 Montgomery Highway, Vestavia Hills 35216

B. Owner: City of Vestavia Hills

C. Engineer: Ray Engineering Group

D. REG Project No: 24026

E. Time of Completion: Per milestones listed below:

1. Notice to Proceed (NTP): On or around September 1, 2025
2. Construction Duration: 240 calendar days from actual NTP
3. Final Completion: 30 days from actual Substantial Completion.

F. Liquidated Damages: $500 per calendar day.

G. Weather Days:

1. A delay beyond the Contractor's control at any time in the commencement or progress of Work by an act or omission of the Owner, Architect, or any separate contractor or by labor disputes, unusual delay in deliveries, unavoidable casualties, fires, abnormal floods, tornadoes, or other cataclysmic events of nature, may entitle the Contractor to an extension of the Contract Time provided, however, that the Contractor shall, within Ten (10) calendar days after the delay first occurs, give written notice to the Architect of the cause of the delay and its probable effect on progress of the entire Work.
2. Adverse weather conditions that are more severe than anticipated for the locality of the Work during any given month may entitle the Contractor to an extension of Contract Time provided, however;
   a. the weather conditions had an adverse effect on construction scheduled to be performed during the period in which the adverse weather occurred, which in reasonable sequence would have an effect on completion of the entire Work,
   b. the Contractor shall, within Twenty-one (21) calendar days after the end of the month in which the delay occurs, give the Architect written notice of the delay that occurred during that month and its probable effect on progress of the Work, and
   c. within a reasonable time after giving notice of the delay, the Contractor provides the Architect with sufficient data to document that the weather conditions experienced were unusually severe for the locality of the Work during the month in question. Unless otherwise provided in the Contract Documents, data documenting unusually severe weather conditions shall compare actual weather conditions to the average weather conditions for the month in question during the previous five years as recorded by the National Oceanic and Atmospheric Administration (NOAA) or similar record-keeping entities.

d. Interior work shall not be considered for weather days.

**1.02 THE WORK:**

A. This project includes the upgrade of essential power systems for the Vestavia Hills City Hall & Police Complex.

**1.03 CONTRACT DESCRIPTION**

A. Contract Type: See Section 00 6060.

**1.04 OWNER OCCUPANCY**

A. Construction activities cannot disturb business operations of existing occupants.

B. Cooperate with Owner to minimize conflict and to facilitate public use of designated areas identified on the phasing plan during construction.

**1.06 CONTRACTOR USE OF SITE AND PREMISES**

A. Construction Operations: Limited to areas noted on Drawings.

B. Provide Access to and from the site as required by Law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during the construction period; provided temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without a permit from Authorities Having Jurisdiction and Owner approval.
   3. Areas of the site not included in the Limits of the Work cannot be used for any purpose by the Contractor.
   4. Time restrictions: As outlined by the Owner, and as outlined specifically in the Contract Documents.
   5. Utility Outages and Shutdown:
      a. Do not disrupt or shut down any utilities or life safety systems of buildings or facilities not identified to be demolished on the Drawings.
      b. Prevent accidental disruption of utility services to other facilities.
      c. Limit disruption of utility services to hours the building and impacted facilities are unoccupied.
      d. Do not disrupt or shut down any utility or building system, without Fourteen (14) calendar days written notice to Owner and authorities having jurisdiction.
      e. Shutdown of utility services must be arranged with approval of the Owner, identifying an agreed shutdown duration, and arranged at least Fourteen (14) calendar days in advance with Owner, with a confirming notification 24 hours in advance of the shutdown.
      f. Prevent accidental disruption of utility services to other facilities.
   6. Cooperate with Owner to minimize conflicts with traffic, deliveries and maintenance to facilitate Owner's operations.
   7. Schedule the Work to minimize conflicts with traffic, deliveries and maintenance to facilitate Owner's operations.
   8. Notify and coordinate with the Owner any potential disruptions to Complex's operations required to complete the Work at least Seven (7) calendar days in advance.

**1.08 CONTRACTOR PROJECT MANAGEMENT AND ON-SITE PERSONNEL**

A. Project Superintendent: The contractor shall have a full-time, on-site Project Superintendent for the duration of the contract work.

B. Project Manager: The contractor shall have a Project Manager assigned to the project fulfilling the duties and requirements for the contract work. However, this person is not required to be on-site and is not required to be full-time. Their time may be allocated to other projects as long as their duties and responsibilities for this project are being fulfilled.

**1.09 ALL DIVISION 00 AND 01 SPECIFICATION SECTIONS ARE APPLICABLE TO ALL CONTRACTS.**

A. All provisions of the sections (Divisions 00 and 01) apply to any and all contracts and subcontracts. Specific items of work listed under individual contract descriptions may constitute exceptions, or additional inclusion.

**PART 2 PRODUCTS- NOT USED**

**PART 3 EXECUTION-NOT USED**

**END OF SECTION 01 1000**

**SECTION 01 2000**

**PRICE AND PAYMENT PROCEDURES**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Documentation of changes in Contract Sum and Contract Time.

C. Change procedures.

D. Correlation of Contractor submittals based on changes.

E. Procedures for preparation and submittal of application for final payment.

### 1.02 RELATED REQUIREMENTS

A. Contract, General and Supplementary Conditions: Contract Sum, retainages, payment period, monetary values of unit prices.

B. Section 01 2100 - Allowances: Payment procedures relating to allowances.

### 1.03 SCHEDULE OF VALUES

A. Use Schedule of Values Form: AIA G703 1992.

B. Forms filled out by hand will not be accepted.

C. Submit Schedule of Values in duplicate within Fifteen (15) calendar days after date of Owner-Contractor Agreement, or Date established in NTP.

D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.

E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.

G. Revise schedule to list approved Change Orders, with each Application For Payment.

### 1.04 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Use Form AIA G702 and Form AIA G703, 1992 edition .

C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

D. Forms filled out by hand will not be accepted.

E. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   3. Scheduled Values.
   4. Previous Applications.

5. Work in Place and Stored Materials under this Application.
6. Authorized Change Orders.
7. Total Completed and Stored to Date of Application.
8. Percentage of Completion.
9. Balance to Finish.
10. Retainage, defined as Five (5) percent of the first Fifty (50) percent of the total project amount.

F. Execute certification by signature of authorized officer.

G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

I. Submit one electronic and three hard-copies of each Application for Payment.

J. Include the following with the application:
1. Transmittal letter as specified for submittals in Section 01 3000.
2. Construction progress schedule, revised and current as specified in Section 01 3000.
3. Partial release of liens from major subcontractors and vendors.
4. Affidavits attesting to off-site stored products.

K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

**1.05 MODIFICATION PROCEDURES**

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.

B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.

C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within Seven (7) calendar days.
1. If the Contractor fails to submit pricing information within the required timeframe the amount and any associated impact on the contract time shall be determined by the Architect based on the Contractor's substantiation of costs as specified for Time and Material work.

E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.

F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
   2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
   3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
   4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.

G. Substantiation of Costs: Provide full information required for evaluation.
   1. On request, provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. Support each claim for additional costs with additional information:
      a. Origin and date of claim.
      b. Dates and times work was performed, and by whom.
      c. Time records and wage rates paid.
      d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
   3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

K. Promptly enter changes in Project Record Documents.

**1.06 APPLICATION FOR FINAL PAYMENT**

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 7000.
   2. Pursuant to Chapter 1, Title 39, Code of Alabama, 1975, provide Advertisement for Completion for 30 (thirty) days.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 2000**

**SECTION 01 3100**

**ADMINISTRATIVE**

**REQUIREMENTS PART 1**

**GENERAL**

**1.01 SECTION INCLUDES**

A. Project Coordination
B. Progress Meetings: Owner Architect/Engineer Contractor (OAC)
C. Preconstruction Conference
D. Preinstallation Conferences
E. Construction Progress Schedule
F. Progress Photographs
G. Submittals
H. Coordination drawings and Record Documents
I. Submittals for review, information, and project closeout
J. Submittal procedures
K. RFIs: Requests for Information
L. Electronic File Transfer.

**1.02 RELATED REQUIREMENTS**

A. Division 0 - General Conditions of the Contract: Dates for applications for payment.
B. Division 0 - Supplemental Conditions.
C. Section 01 5000 - Temporary Facilities and Controls.
D. Section 01 6000 - Product Requirements: Substitution procedures.
E. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
F. Section 01 7800 - Closeout Submittals: Project record documents.
G. Section 01 7900 - Demonstration and Training

**1.03 PROJECT COORDINATION**

A. Cooperate with the Architect and Owner in allocation of mobilization areas of site; for field offices and sheds, for storage access, traffic, and parking facilities.
B. During construction, coordinate use of site and facilities through the Architect and Owner.
C. Comply with Project Architect's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
D. Project Closeout Meeting: When project construction reaches Ninety-fit (95) percent complete, schedule a closeout meeting to discuss in detail all requirements for completing and closing out the project.

1. Refer to Division 1 Section “Closeout Procedures” for project closeout items.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

F. Comply with instructions of the Architect and Owner for use of temporary utilities and construction facilities.

G. Make the following types of submittals to Architect and copy the Architect:
   1. Requests for interpretation.
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Correction Punch List and Final Correction Punch List for Substantial Completion
   11. Closeout submittals.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION

### 3.01 DOCUMENT SUBMITTALS

A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet, or cloud-based program that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
   1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
   2. Contractor and Architect are required to use this service.
   3. It is Contractor's responsibility to submit documents in PDF format.
   4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
   5. Users of the service need an email address, Internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
   6. Paper document transmittals will not be reviewed; emailed PDF documents will not

be reviewed.

7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
    a. Samples or items to be reviewed for color, texture, or finish shall require submittal as physical samples. Contractor to discuss at beginning of job if their or submittals that cannot be processed electronically with the Construction Manager and Architect.

B. Cost: The cost of the service (if any) is to be paid by Contractor; include the cost of the service in the contract sum.

C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

**3.02 PROJECT MEETINGS**

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
    1. Schedule (coordinate available times with all parties) and administer OAC (Owner, Architect, Contractor) meetings throughout progress of the Work at maximum weekly intervals, but more often as the pace of the Work dictates.
    2. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
    3. Agenda: Prepare the meeting agenda and distribute the agenda to all invited attendees one day prior to meeting.
    4. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within four (4) days of the meeting.

B. Progress Meetings: Conduct progress meetings at weekly or bi-weekly intervals as agreed by Owner Architect and Owner's Project Manager. Coordinate dates of meetings with preparation of payment requests.
    1. Attendees: In addition to representatives of Owner, Owner's Project Manager and Architect, each subcontractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
    2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
        a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will

be completed within the Contract Time.
1) Review schedule of progress planned for next two-week period.

b. Review present and future needs of each entity present, including the following:
1) Review of submittal schedule and status of submittals.
2) Review of work progress.
3) Sequence of operations.
4) Review of off-site fabrication and deliveries schedule.
5) Progress cleaning.
6) Quality and work standards.
7) Status of correction of deficient items.
8) Field observations, problems, and decisions.
9) Identification of problems that impede, or will impede, planned progress.
10) RFIs.
11) Status of proposal requests.
12) Pending changes.
13) Status of Change Orders.
14) Documentation of information for payment requests.
15) Maintenance of progress schedule.
16) Corrective measures to regain projected schedules.
17) Coordination of projected progress.
18) Maintenance of quality and work standards.
19) Effect of proposed changes on progress schedule and coordination.
20) Other business relating to Work.

3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present for their information and action.
a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

### 3.03 PRECONSTRUCTION CONFERENCE

A. The Architect will schedule a Preconstruction conference before starting construction, at a time convenient to Owner and Contractor, but no later than Fourteen (14) calendar days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
a. Execution of the Owner-Contractor Agreement.
b. Submission of executed bonds and insurance certificates.

c. Tentative construction schedule.
d. Phasing.
e. Critical work sequencing and long-lead items.
f. Submission of final list of Subcontractors, list of products, schedule of values, and progress schedule.
g. Designation of key personnel and their duties.
h. Procedures for processing field decisions, Proposal Requests, and Change Orders.
i. Procedures for testing and inspecting.
j. Procedures for processing Applications for Payment.
k. Distribution of the Contract Documents.
l. Submittal procedures.
m. Preparation of Record Documents.
n. Closeout procedures.
o. Use of the premises and existing building.
p. Work restrictions.
q. Working hours.
r. Owner's occupancy requirements.
s. Responsibility for temporary facilities and controls.
t. Construction waste management and recycling.
u. Parking availability.
v. Office, work, and storage areas.
w. Equipment deliveries and priorities.
x. First aid.
y. Security.
z. Progress cleaning.

3. Minutes: Record and distribute meeting minutes within four days after the meeting to participants, with copies to the Architect, Owner, participants, and those affected by decisions made.

## 3.04 PREINSTALLATION CONFERENCES

A. Contractor shall schedule and conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction Trades and as indicated in requirements of other Sections.
   1. Contractor to submit schedule of required pre-installation meetings for Architect's review and concurrence. Schedule meetings in conjunction with OAC Meetings.
   2. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner's Project Manager of scheduled meeting dates.
   3. Agenda: Review progress of other construction activities and preparations for

the particular activity under consideration. Discuss items of significance that could affect installation and warranties, including the following:

a. Inspection and requirements.
b. Environmental conditions required for execution of the work and protection of completed installations.
c. Schedule including required inspections.
d. Requirements and tolerances of substrates or contiguous work.
e. Review requirements to ensure an enforceable warranty with manufacturer confirmation.
f. Review the following prior to each construction activity:
    1) Respective specification Section.
    2) Submittals, product data, and shop drawings.
    3) Manufacturer's recommendations, requirements, and instructions.
    4) Photographs and other documentation that pertains to the warranty of the product.
    5) Samples of the product or material.
g. Related RFIs.
h. Related Change Orders.
i. Purchases and deliveries.
j. Submittals under review.
k. Review of mockups.
l. Possible conflicts and compatibility problems.
m. Time schedules.
n. Weather limitations.
o. Manufacturer's written recommendations.
p. Warranty requirements.
q. Compatibility of materials.
r. Acceptability of substrates.
s. Temporary facilities and controls.
t. Space and access limitations.
u. Regulations of authorities having jurisdiction.
v. Testing and inspecting requirements.
w. Installation procedures.
x. Coordination with other work.
y. Required performance results.
z. Protection of adjacent work.
aa. Protection of construction and personnel.

4. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
5. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present within four days after the meeting.
6. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

**3.05 CONSTRUCTION PROGRESS SCHEDULE**

A. Within Fifteen (15) calendar days after date of established in Notice to Proceed, submit preliminary schedule and CPM diagram defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within Ten (10) calendar days.

C. Within Ten (10) calendar days after review of preliminary schedule, submit draft of proposed complete schedule for review.
   1. Include written certification that major Subcontractors have reviewed and accepted proposed schedule.
   2. Include O.F.C.I. scheduling needs for specific products to begin scheduling coordination with the Owner.

D. Within Ten (10) calendar days after joint review, submit complete schedule.

E. The final Project Schedule will be generated and maintained by the Contractor utilizing the Contractor's and Subcontractor's approved progress schedule logic and durations.

F. Submit an updated schedule with each Application for Payment with updated logic and durations to meet the Owner's Completion Date. Provide any necessary updates for delivery and installation of any O.F.C.I. materials based on actual construction progress.

**3.06 PROGRESS PHOTOGRAPHS**

A. Submit photographs with each application for payment, taken not more than Five (5) calendar days prior to submission of application for payment.

B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.

C. Photography Type: Digital; electronic files.

D. Provide photographs of site and construction throughout progress of Work produced by an experienced photographer, acceptable to Architect.

E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
   1. Delivery Medium: Via email or CD.
   2. File Naming: Include project identification, date and time of view, and view identification.
   3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
   4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
   5. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.
   6. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

**3.07 SUBMITTALS**

A. Record Drawings: Contractor shall provide and maintain a record set of Contract

Documents in the Contractor's site office. The Contractor will update this record set on a weekly basis at a minimum, and review with the Owner's Construction Project Manager prior to issuance of a monthly certificate for payment to the Contractor. This record set shall include, but not be limited to the following:

1. Known and intended conditions of the Work (Contract Documents) inclusive of Addenda
2. Revisions due to:
   a. Post-bid Negotiations
   b. Field Orders
   c. Architect's Supplemental Instructions or Directives
   d. Items reported and noted by Contractor, Owner, Architect or Project Manager
3. Verified conditions which differ from surveys, documents, records, etc.

**3.08 SUBMITTALS FOR REVIEW**

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Refer to Section 01 6000 for detailed Product Requirements and specific Substitution procedures.

C. Contractor to review all submittals prior to forwarding to Architect. Submittals which show no evidence by Contractor to verify dimensions, fit and compliance with the Contract Documents in conjunction with field conditions will be rejected.

D. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

E. Samples will be reviewed only for aesthetic, color, or finish selection.

F. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 0 17800 - CLOSEOUT SUBMITTALS.

**3.09 SUBMITTALS FOR INFORMATION**

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner. No action will

be taken.

### 3.10 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

### 3.11 NUMBER OF COPIES OF SUBMITTALS

A. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches (215 x 280 mm): Submit one copy in electronic (PDF) format.
   1. Architect shall review and return one reviewed, marked copy to the contractor

B. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit one copy in electronic PDF format.
   1. Architect shall review and return one reviewed, marked copy to the contractor

C. Documents for Information: Submit the number of copies which the Contractor requires, plus two copies which will be retained by the Architect, and two copies for the Owner.

D. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit formed plastic extra of submittals for information.

E. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

### 3.12 SUBMITTAL PROCEDURES

A. Number submittals based on specification section Sequence - add alphabetical suffix sequentially for each submittal within specification section.

B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

D. Deliver submittals to the Architect's business address.

E. Electronic transmission of .pdf files for various submittals may be possible depending on the nature (size, number of pages, etc.) of each submittal, and can be coordinated with the Architect on a case-by-case basis. In the event a transmittal is agreed to be reviewed and processed electronically, the Contractor shall provide the required number of hard copies to the Owner and Architect for record after receiving the approved submittal.

F. Schedule: Schedule submittals to expedite the Project, and coordinate submission of related items. See additional provisions outlined in Paragraph 3.03 above.

G. Review: For each submittal for review, allow Twenty-one (21) Calendar days for review by the Architect, exclusive of delivery time to and from Contractor. Submittals received after 2:00 pm shall be dated as received the following business day. Likewise, submittals received after 2:00 pm on a Friday shall be dated as received the following Monday. In each case the adjusted date of receipt shall represent the commencement of the Twenty-one (21) calendar day review period. For submittals which include significant number of sheets, or require review for coordination with submittals of related Work, additional time shall be required for review. Architect will advise Contractor of additional time required.

H. Provide space for Contractor and Architect review stamps.

I. When revised for resubmission, identify all changes made since previous submission.

J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

K. Submittals not requested will not be recognized or processed.

L. Submittals of proposed substitutions not complying with Section 01 6000 will not be recognized or processed.

### 3.13 REQUESTS FOR INFORMATION (RFI)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
   1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Project name.
   2. Date.
   3. Name of Contractor.
   4. Name of Architect.
   5. RFI number, numbered sequentially.
   6. Specification Section number and title and related paragraphs, as appropriate.
   7. Drawing number and detail references, as appropriate.
   8. Field dimensions and conditions, as appropriate.
   9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   10. Contractor's signature.
   11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs: Approved Form.
1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow a minimum of seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. shall be considered as received the following working day. RFIs received after 12:00 Noon on a Friday shall be considered as received the following Monday and shall be recorded in the RFI Log reflecting the same date received.
1. The following RFIs will be returned without action and shall be removed from the RFI Log:
a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents, or which is the responsibility of the respective contractors to develop in the first place.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.
2. RFI form, or RFI shall contain no language referencing the contactor's "reserved right" to receive additional time or compensation based upon information provided by the Architect, or Engineer.
3. Architect's action may include a request for additional information, in which case Architect's time for response will restart to Seven (7) calendar days .
4. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify the Architect in writing within Ten (10) calendar days of receipt of the RFI response.
5. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify the Architect within three calendar days if Contractor disagrees with response.

F. RFI's returned to the contractor for revision requiring additional information or clarification shall not appear in the RFI log as "Unanswered", or "Overdue".

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly including not less than the following:
1. Project name.

2. Name and address of Contractor.
3. Name and address of Architect and Project Manager.
4. RFI number including RFIs that were voided and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architects and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

### 3.14 ELECTRONIC FILE TRANSFER

A. Electronic (CAD) drawing files and Revit Coordination Model can be provided on a specific requested basis from the General Contractor or their subcontractor on a case-by-case basis during construction, but not during bidding.

B. Requests should be made on an individual basis directly to the architect or engineer for their respective drawing(s) in Electronic format (Revit. Each engineer and the architect have an 'Electronic File Transfer Agreement' form to be filled out and signed by the individual or company making the request. Any requests should be made directly to the respective engineer or architect for their drawing(s), and shall include the signed Agreement, along with a specific list of requested drawings. The Electronic File Transfer Agreements will be provided to the successful bidder upon execution of the Contract.

**END OF SECTION**

**SECTION 01 4000**

**QUALITY REQUIREMENTS**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Quality assurance submittals.

B. Contractor Quality Assurance System

C. Control of installation.

D. Tolerances.

E. Contractor Employed Testing and Inspection Agency services.

F. Manufacturers' field services.

### 1.02 RELATED REQUIREMENTS

A. Document - General Conditions: Inspections and approvals required by public authorities.

B. Section 01 3100 - Administrative Requirements: Submittal procedures.

### 1.03 REFERENCE STANDARDS

A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008.

B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2013a.

C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2012.

D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.

E. ASTM E329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2011.

F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2009.

### 1.04 CONTROL SYSTEM

A. The Contractor shall establish and maintain a system for documenting, monitoring, inspecting, verifying, and testing of the work and that of his subcontractors to ensure that all applicable requirements of the contract documents are met.

B. The Contractor shall be diligent to ensure that the quality of workmanship is satisfactory, that the installation meets all manufacturer requirements, that dimensional requirements are met, that defective materials are not used, and that all required protection and control and laboratory testing procedures are affected. Where specific testing procedures are not stipulated, the Contractor shall establish and conduct a test procedure to ensure adherence to specified quality.

**1.05 CHAIN OF CONTROL**

A. The Contractor shall plan, coordinate, execute, and examine the work to ensure the complete, workmanlike, and warrantable installation of all materials in a system or element of the construction.

B. Additionally, the Contractor shall plan, coordinate, execute, and examine the work to ensure that all underlying, substrate, or contiguous work is installed as required to meet the tolerances and requirements for the correct installation of subsequent work.
   1. Furthermore, it is the responsibility of the Contractor to advise the Architect no later than the submittal phase of any discrepancies in the requirements or tolerances of materials or components in a system or element of the construction.

**1.06 SUBMITTALS**

A. QA / QC Program
   1. Documentation: The format shall be by specification section or by system or element of the construction. The documentation shall be organized in a comprehensive and collated manner to ensure ease of use and reference. A Table of Contents shall be included.
   2. The Contractor's system shall include, but is not limited to the following:
      a. Inspection and Testing requirements.
      b. Schedule including required inspections.
      c. Requirements and tolerances of underlying, substrate, or contiguous work.
      d. Specifications
      e. Submittals
      f. Test Results
      g. Manufacturer's Recommendations, Requirements, and Instructions
      h. Packaging labels from Materials where possible
      i. Periodic, Dated Photos of the work being performed and any other documentation that pertains to the warranty of the material or structure
      j. Samples of the material when reasonable
      k. Submittal of QA / QC Program:
         1) The Contractor shall submit for Owner's Approval their program format 10 (ten) days from Notice to Proceed.
      l. Closeout Requirements: The Document Record generated by the QA / QC process is to be submitted as part of the required closeout documents.
   3. Testing Agency Qualifications:
      a. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
      b. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
   4. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the concept expressed in the contract documents, or for Owner's information.

5. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
    a. Include:
        1) Date issued.
        2) Project title and number.
        3) Name of inspector.
        4) Date and time of sampling or inspection.
        5) Identification of product and specifications section.
        6) Location in the Project.
        7) Type of test/inspection.
        8) Date of test/inspection.
        9) Results of test/inspection.
        10) Conformance with Contract Documents.
    b. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
6. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
    a. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
    b. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
7. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

**1.07 TESTING AND INSPECTION AGENCIES**

A. Owner will employ and pay for services of an independent testing agency to perform other specified testing and special inspections.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

C. Contractor Employed Agency:
    1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, and ASTM C1093.
    2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
    3. Laboratory: Authorized to operate in Alabama.
    4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
    5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 QA / QC PROGRAM REQUIREMENTS**

A. Inspections: The Contractor shall make an initial inspection of each phase of work as soon as a representative portion has been completed, and the Contractor shall make follow-up inspections as required, to ensure that an acceptable quality of work is established and maintained.
   1. The Contractor shall perform a pre-final inspection, prepare a punch list, and work off all items prior to A/E inspection. Contractor shall provide copy of completed report, certifying it's completion to the Architect prior to the Architect beginning his inspections.
   2. The Contractor shall coordinate and plan inspections by the Architect and Awarding Authority in a timely manner to ensure that all parties can be scheduled so as not to impede the flow of the work.

**3.02 CONTROL OF INSTALLATION**

A. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

B. Have Work performed by persons qualified to produce required and specified quality.

C. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

**3.03 TOLERANCES**

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

**3.04 DEFECT ASSESSMENT**

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

**END OF SECTION 01 4000**

**SECTION 01 4216**

**DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

A. This section supplements the definitions contained in the General Conditions.

B. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

A. Furnish: To supply, deliver, unload, and inspect for damage.

B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.

C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.

E. Provide: To furnish and install.

F. Supply: Same as Furnish.

G. Architect/Engineer: The Architect/Engineer is the person or entity lawfully licensed to practice architecture in the State of the Project location, who is under contract with the Owner as the primary design professional for the Project and identified as the Architect or Engineer in the Construction Contract. The term “Architect” or “Engineer” means the Architect or Engineer, or the Architect's or Engineer’s authorized representative. If the employment of the Architect or Engineer is terminated, the Owner shall employ a new Architect or Engineer whose status under the Contract Documents shall be that of the former Architect.

H. Contract: The Contract is the embodiment of the Contract Documents. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes any prior written or oral negotiations, representations or agreements that are not incorporated into the Contract Documents. The Contract may be amended only by a Contract Change Order or a Modification to the Construction Contract. The contractual relationship which the Contract creates between the Owner and the Contractor extends to no other persons or entities. The Contract consists of the following Contract Documents, including all additions, deletions, and modifications incorporated therein before the execution of the Construction Contract:
   1. Construction Contract
   2. Performance and Payment Bonds
   3. Conditions of the Contract (General, Supplemental, and other Conditions)
   4. Specifications
   5. Drawings
   6. Contract Change Orders
   7. Modifications to the Construction Contract (applicable to PSCA Projects)

I. Contract Sum: The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The term "Contract Sum" means the Contract Sum stated in the Construction Contract as may have been increased or decreased by Change Order(s) in accordance with the Contract Documents.

J. Contract Time: The Contract Time is the period of time in which the Contractor must achieve Substantial Completion of the Work. The date on which the Contract Time begins is specified in the written Notice To Proceed issued to the Contractor by the Owner . The Date of Substantial Completion is the date established in accordance with the General Conditions. The term "Contract Time" means the Contract Time stated in the Construction Contract as may have been extended by Change Order(s) in accordance with the Contract Documents. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

K. Contractor: The Contractor is the person or persons, firm, partnership, joint venture, association, corporation, cooperative, limited liability company, or other legal entity, identified as such in the Construction Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

L. Defective Work: The term "Defective Work" shall apply to: (1) any product, material, system, equipment, or service, or its installation or performance, which does not conform to the requirements of the Contract Documents, (2) in-progress or completed Work the workmanship of which does not conform to the quality specified or, if not specified, to the quality produced by skilled workers performing work of a similar nature on similar projects in the state, (3) substitutions and deviations not properly submitted and approved or otherwise authorized, (4) temporary supports, structures, or construction which will not produce the results required by the Contract Documents, and (5) materials or equipment rendered unsuitable for incorporation into the Work due to improper storage or protection.

M. Drawings: The Drawings are the portions of the Contract Documents showing graphically the design, location, layout, and dimensions of the Work, in the form of plans, elevations, sections, details, schedules, and diagrams.

N. Notice to Proceed (NTP): A proceed order issued by the Owner or Director, as applicable, fixing the date on which the Contractor shall begin the prosecution of the Work, which is also the date on which the Contract Time shall begin.

O. Owner: The Owner is the entity or entities identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner" as used herein shall be synonymous with the term "Awarding Authority" as defined and used in Title 39 - Public Works, Code of Alabama, 1975, as amended.

P. The Project: The Project is the total construction of which the Work required by these Contract Documents may be the entirety or only a part with other portions to be constructed by the Owner or separate contractors.

Q. Project Manual : The Project Manual is the volume usually assembled for the Work which may include the Advertisement for Bids, Instructions to Bidders, sample forms, General Conditions of the Contract, Supplementary Conditions, and Specifications of the Work.

R. Specifications: The Specifications are that portion of the Contract Documents which set forth in writing the standards of quality and performance of products, equipment, materials, systems, and services and workmanship required for acceptable performance of the Work.

S. Subcontractor: A Subcontractor is a person or entity who is undertaking the performance of any part of the Work by virtue of a contract with the Contractor. The term "Subcontractor" means a Subcontractor or its authorized representatives.

T. The Work: The Work is the construction and services required by the Contract Documents and includes all labor, materials, supplies, equipment, and other items and services as are necessary to produce the required construction and to fulfill the Contractor's obligations under the Contract. The Work may constitute the entire Project or only a portion of it.

U. 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.

V. 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.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 4216**

**SECTION 01 5000**

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

A. Temporary utilities.

B. Temporary telecommunications services.

C. Temporary sanitary facilities.

D. Temporary Controls: Barriers, enclosures, and fencing.

E. Security requirements.

F. Vehicular access and parking.

G. Waste removal facilities and services.

H. Project identification sign.

I. Field offices.

**1.02 RELATED REQUIREMENTS**

**1.03 SUBMITTALS**

A. See Section 01 3100 - Administrative Requirements, for submittal procedures.

**1.04 TEMPORARY UTILITIES**

A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes and field offices.

B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

**1.05 TELECOMMUNICATIONS SERVICES**

A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.

**1.06 TEMPORARY SANITARY FACILITIES**

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Maintain daily in clean and sanitary condition.

**1.07 BARRIERS AND SIGNAGE**

A. Provide adequate directional and informational signage as well as personnel to maintain safe and orderly conditions for public vehicular and pedestrian traffic.

B. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

C. Provide barricades and other protection required by governing authorities for public rights-of-way .

D. Provide protection for plants designated to remain. Replace damaged plants.

E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.08 FENCING**

A. See Architectural Phasing Plan.

**1.09 SECURITY**

A. Provide security and facilities to protect Work, Equipment, material and Construction Manager's operations from unauthorized entry, vandalism, or theft.

B. Coordinate with Owner's security program.

**1.10 VEHICULAR ACCESS AND PARKING**

A. Provide adequate means for maintaining safe and orderly regulation of public vehicular traffic around the Site.

B. Coordinate access and haul routes with governing authorities and Construction Manager.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

E. Designated existing on-site roads may be used for construction traffic.

F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

G. Existing, adjacent, or nearby parking areas may not be used for construction parking.

H. Designate one parking space for Owner and Architect use.

**1.11 WASTE REMOVAL**

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**1.12 FIELD OFFICES**

A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.

B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

**1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 6 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 5000**

**SECTION 01 6000**

**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

A. General product requirements.

B. Transportation, handling, storage and protection.

C. Product option requirements.

D. Substitution limitations.

E. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

A. Section 01 1000 - Summary: Lists of products to be removed from existing building.

B. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

C. Section 01 4000 - Quality Requirements: Product quality monitoring.

**1.03 REFERENCE STANDARDS**

A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.

B. CAN/CSA Z809 - National Standard for Sustainable Forest Management; CSA International Inc; 2008.

C. NEMA MG 1 - Motors and Generators; 2014.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 SUBMITTALS**

A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
   1. Submit within Fifteen (15) calendar days after date of Agreement.
   2. For products specified only by reference standards, list applicable reference standards.

B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

## PART 2 PRODUCTS

### 2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.
   1. Wood fabricated from timber abandoned in transit after harvesting is considered reused, not recycled.

### 2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:
   1. Made outside the United States, its territories, Canada, or Mexico.
   2. Made using or containing CFC's or HCFC's.
   3. Made of wood from newly cut old growth timber.

C. Where other criteria are met, Contractor shall give preference to products that:
   1. Are extracted, harvested, and/or manufactured closer to the location of the project.
   2. Have longer documented life span under normal use.
   3. Are made of vegetable materials that are rapidly renewable.

D. Joint Sealants, Including Duct Sealers:
   1. Provide only products having lower volatile organic compound (VOC) content than required by Bay Area Air Quality Management District Regulation 8, Rule No.51.
      a. Require each installer to certify compliance and submit product data showing product content.
   2. Specific Product Categories: Comply with limitations specified elsewhere.

E. Provide interchangeable components by the same manufacture for components being replaced.

F. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

G. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

### 2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

### 2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

## PART 3 EXECUTION

### 3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 2500 - Substitution Procedures.

B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.

### 3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Provide off-site storage and protection when site does not permit on-site storage or protection.

G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

H. Comply with manufacturer's warranty conditions, if any.

I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

K. Prevent contact with material that may cause corrosion, discoloration, or staining.

L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION 01 6000**

**SECTION 01 7000**

**EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition.

C. Pre-installation meetings.

D. Cutting and patching.

E. Surveying for laying out the work.

F. Cleaning and protection.

G. Starting of systems and equipment.

H. Demonstration and instruction of Owner personnel.

I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

**1.02 RELATED REQUIREMENTS**

A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 3100 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.

D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.

E. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.

F. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

G. Section 01 7900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

I. Individual Product Specification Sections:
   1. Advance notification to other sections of openings required in work of those sections.
   2. Limitations on cutting structural members.

**1.03 SUBMITTALS**

A. See Section 01 3100 - Administrative Requirements, for submittal procedures.

B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
   1. On request, submit documentation verifying accuracy of survey work.
   2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
   3. Submit surveys and survey logs for the project record.

C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
   1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
   2. Identify demolition firm and submit qualifications.
   3. Include a summary of safety procedures.

D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.
   6. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.
      d. Description of proposed work and products to be used.
      e. Alternatives to cutting and patching.
      f. Effect on work of Owner or separate Contractor.
      g. Written permission of affected separate Contractor.
      h. Date and time work will be executed.

E. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.04 QUALIFICATIONS**

A. For demolition work, employ a firm specializing in the type of work required.
   1. Minimum of Five (5) years of documented experience.

B. For surveying work, employ a land surveyor registered in Alabama and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

C. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in Alabama. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.

D. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in Alabama.

**1.05 PROJECT CONDITIONS**

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.

E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
   1. Minimize amount of bare soil exposed at one time.
   2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
   3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
   4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

**1.06 COORDINATION**

A. See Section 01 1000 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

**PART 2 PRODUCTS**

**2.01 PATCHING MATERIALS**

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

**3.02 PREPARATION**

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

**3.03 PREINSTALLATION MEETINGS**

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four (4) business days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two (2) business days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.04 LAYING OUT THE WORK**

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Contractor shall locate and protect survey control and reference points.

D. Control datum for survey is that indicated on drawings.

E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

H. Utilize recognized engineering survey practices.

I. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.

J. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations.

K. Periodically verify layouts by same means.

L. Maintain a complete and accurate log of control and survey work as it progresses.

M. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

**3.05 GENERAL INSTALLATION REQUIREMENTS**

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

**3.06 ALTERATIONS**

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.
   3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

C. Services (Including but not limited to Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. See Section 01 1000 for other limitations on outages and required notifications.
      c. Provide temporary connections as required to maintain existing systems in service.
   4. Verify that abandoned services serve only abandoned facilities.
   5. Remove abandoned pipe, ducts, conduits, and equipment ; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

D. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.

E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
   1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

G. Clean existing systems and equipment.

H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

I. Do not begin new construction in alterations areas before demolition is complete.

J. Comply with all other applicable requirements of this section.

**3.07 CUTTING AND PATCHING**

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
   1. Complete the work.
   2. Fit products together to integrate with other work.
   3. Provide openings for penetration of mechanical, electrical, and other services.
   4. Match work that has been cut to adjacent work.
   5. Repair areas adjacent to cuts to required condition.
   6. Repair new work damaged by subsequent work.
   7. Remove samples of installed work for testing when requested.
   8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### 3.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### 3.09 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Prohibit traffic from landscaped areas.

H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### 3.10 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### 3.11 DEMONSTRATION AND INSTRUCTION

A. See Section 01 7900 - Demonstration and Training.

### 3.12 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### 3.13 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous and approved for use by manufacturers of products to be cleaned.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Replace filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### 3.14 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Owner will occupy all of the building as specified in Section 01 1000.

F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

H. Accompany Project Coordinator on Contractor's preliminary final inspection.

I. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

J. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

K. Pursuant to Chapter 1, Title 39, Code of Alabama, 1975, provide Advertisement for Completion for 30 (thirty) days.

**END OF SECTION 01 7000**

**SECTION 01 7800**

**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

A. Project record documents.

B. Operation and maintenance data.

C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

A. Section 00 6040 and 06050 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 01 3100 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents Fifteen (15) calendar days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Submit two sets of revised final documents in final form within Ten (10) calendar days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within Ten (10) calendar days after acceptance.
   2. Make other submittals within Ten (10) calendar days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within Ten (10) calendar days after acceptance, listing the date of acceptance as the beginning of the warranty period.

4. Contractor shall submit Two (2) thumb drives, or equal, containing all drawings (shop, final, redlined), Submittals, Operational and Maintenance Manuals, and Warranties and Bonds

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed shop drawings, product data, and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

**3.02 OPERATION AND MAINTENANCE DATA**

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### 3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
   2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

F. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

### 3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Provide servicing and lubrication schedule, and list of lubricants required.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Provide control diagrams by controls manufacturer as installed.

L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports.

P. Additional Requirements: As specified in individual product specification sections.

**3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

D. Prepare data in the form of an instructional manual.

E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Photocopies of warranties and bonds.

N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

**3.06 WARRANTIES AND BONDS**

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.

F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.

G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**END OF SECTION 01 7800**

**SECTION 01 7900**

**DEMONSTRATION AND TRAINING**

**PART 1 GENERAL**

**1.01 SUMMARY**

A. Demonstration of products and systems where indicated in specific specification sections.

B. Training of Owner personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Plumbing equipment.
   4. Electrical systems and equipment.
   5. Landscape irrigation.
   6. Items specified in individual product Sections.

C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
   1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
   2. Finishes, including flooring, wall finishes, ceiling finishes.
   3. Fixtures and fittings.
   4. Items specified in individual product Sections.

**1.02 RELATED REQUIREMENTS**

A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.

B. Other Specification Sections: Additional requirements for demonstration and training.

**1.03 SUBMITTALS**

A. See Section 01 3100 - Administrative Requirements, for submittal procedures.

B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Submit to Architect for transmittal to Owner.
   2. Submit not less than two weeks prior to start of training.
   3. Revise and resubmit until acceptable.
   4. Provide an overall schedule showing all training sessions.
   5. Include at least the following for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such a slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
   1. Include applicable portion of O&M manuals.
   2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
   3. Provide one extra copy of each training manual to be included with operation and maintenance data.

D. Training Reports:
   1. Identification of each training session, date, time, and duration.
   2. Sign-in sheet showing names and job titles of attendees.
   3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.

E. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
   1. Format: Thumb drive or equal.
   2. Label each disc and container with session identification and date.

F. Aquatics Operations Manual
   1. The general contractor shall provide a complete operation manual for the aquatic facility. This document shall include:
      a. parts lists and installation information
      b. step-by-step instructions for operations and troubleshooting for all equipment
      c. a list of manufacturers with their respective telephone numbers.

**1.04 QUALITY ASSURANCE**

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
   1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
   2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 DEMONSTRATION - GENERAL**

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.

B. Demonstration may be combined with Owner personnel training if applicable.

C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.
   2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
   1. Perform demonstrations not less than two (2) weeks prior to Substantial Completion.

**3.02 TRAINING - GENERAL**

A. Conduct training on-site unless otherwise indicated.

B. Owner will provide classroom and seating at no cost to Contractor.

C. Provide training in minimum two hour segments.

D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

F. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
   3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
   4. Provide hands-on training on all operational modes possible and preventive maintenance.
   5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
   6. Discuss common troubleshooting problems and solutions.
   7. Discuss any peculiarities of equipment installation or operation.
   8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
   9. Review recommended tools and spare parts inventory suggestions of manufacturers.
   10. Review spare parts and tools required to be furnished by Contractor.
   11. Review spare parts suppliers and sources and procurement procedures.

G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three (3) business days.

**END OF SECTION 01 7900**

SECTION 26 01 01

ELECTRICAL – GENERAL PROVISIONS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

A. The accompanying General Conditions shall apply to and form a part of this Section.

1.02 GENERAL REQUIREMENTS

A. Carefully examine General Conditions, other specification Sections, and other trade drawings ,in order to be fully acquainted with their effect on electrical work.

B. Do all work in compliance with all applicable codes, laws and ordinances, the National Electrical Code (hereinafter referred to as "Code" or "NEC"), and the regulations of the local authorities having jurisdiction. Obtain and pay for all required permits, inspections, certificates of inspections and approval, and the like, and deliver such certificates to the Architect.

C. Cooperate with all trades and contractors at the job. Perform work in such manner and at such times as not to delay work of other trades. Complete all work as soon as the condition of the structure and installation of equipment permits. Patch, in a satisfactory manner and by the proper craft, any work damaged by electrical workmen.

1.03 DEFINITIONS

A. Provide: Furnish all materials, hardware, equipment, labor and services required for the installation of complete and properly working equipment and/or systems as shown on the drawings and described herein.

B. Wire: Furnish all conduit, wiring, materials, hardware, equipment, labor and services required for complete and proper operation and/or control of equipment and/or systems as shown on the drawings and described herein.

C. Install: Furnish all conduit, wiring, materials, hardware, equipment, labor and services required for the complete and properly working installation of equipment and/or systems as shown on the drawings and described herein.

D. Work: A complete and properly working installation of materials for equipment and/or systems as shown on the drawings and described herein.

E. AWG: American Wire Gage.

F. NEC: National Electrical Code - latest edition or the latest edition adopted by the local authorities having jurisdiction where applicable.

G. NFPA: National Fire Protection Association.

H. OSHA: Occupation Safety and Health Administration.

I. UL: Underwriter's Laboratories, Inc.

J. NEMA: National Electrical Manufacturers Association.

K. IEEE: Institute of Electrical and Electronic Engineers.

1.04 DRAWINGS

A. Indicate only diagrammatically the extent, general character and approximate location of work. Where work is indicated but with minor details omitted, furnish and install it complete and so as to perform its intended functions. For building details and mechanical equipment follow architectural, structural, and mechanical drawings and fit electrical work thereto.

B. Take finish dimensions at the job site, do not scale the drawings.

C. Except as above noted, make no changes or deviations from the work as shown or specified except on written order of the Engineer.

D. Obtain from manufacturer's data on all equipment, the dimensions of which may affect electrical work. Use this data to coordinate proper service characteristics, entry locations, etc., and to ensure minimum clearances are maintained.

1.05 QUALIFICATIONS OF CONTRACTOR

A. The electrical contractor shall have had experience of at least the same size and scope as this project, on at least two other projects, within the last 5 years in order to be qualified to bid this project. This qualification shall also apply to his subcontractors.
B. Workmen shall be experienced in their respective trade. Workmanship of installed work shall be first class and will be so judged by the Architect/Engineer. Substandard work shall be removed and replaced.

C. Qualifications stated for the electrical contractor shall also apply to any subcontractors employed by the electrical contractor during the course of this work.

1.06 SITE VISIT

A. The Bidders shall visit the site to thoroughly familiarize themselves with existing conditions prior to submitting their bid. No allowances will be made for lack of knowledge of existing conditions.

1.07 ELECTRICAL SERVICE CHARACTERISTICS

A. The main electrical services are existing and shown on drawings.

1.08 WARRANTY

A. See GENERAL CONDITIONS (one-Year warranty of conformance with drawings and specifications).

B. In addition to the foregoing warranty, Contractor shall and does hereby warrant all materials and equipment furnished under this Division of the Specifications to be free from defects and to function or operate satisfactorily for one year after final acceptance of the work, and that any items not meeting this requirement will be made good by him without cost to owner, provided such defects or failures are not due to abuse, neglect, or lack of reasonable and ordinary maintenance.

PART 2 - PRODUCTS

2.01 APPROVED MATERIALS AND DEVICES

A. Where not otherwise specified, provide only new, standard first grade materials throughout, conforming to standards established by Underwriter's Laboratories, Inc., and so marked and labeled, together with manufacturer's brand or trademark. All equipment subject to approval of Architect/Engineer before installation. All like items shall be of one manufacture.

B. Products shall comply with requirements of Section 26 01 02 and other relevant sections of this specification.

C. Any equipment or materials shown on the drawings to be removed and reinstalled shall be cleaned and, if necessary, repaired to first class condition prior to reinstallation.

2.02 ELECTRICAL EQUIPMENT

A. Where shown on the drawings or specified herein, furnish and install electrical equipment.

B. Furnish all materials, hardware, equipment, labor and services required for the installation of complete and properly working installations as shown on the drawings and described herein.

C. References in these specifications to a particular manufacturer or model number shall be interpreted as establishing a standard of quality and shall not be construed as limiting

competition. Equipment by manufacturers other than those specified shall be submitted for review in accord with Section 26 01 02.

D. All equipment shall be installed by qualified a workman who shall have reviewed all manufacturer's data for purposes of coordinating service characteristics, entry locations, mounting requirements, dimensions, etc.

E. The contractor shall cooperate with the Owner, other trades, etc. for coordination of their requirements or the effects of the installed equipment on the overall project.

2.03 AUXILIARY SYSTEMS

A. As shown on the drawings or specified herein, furnish and install electrical auxiliary systems.

B. Furnish all materials, hardware, equipment, labor and services required for the installation of a complete and properly working systems as shown on the drawings and described herein.

C. References in these specifications to a particular manufacturer or model number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Equipment by manufacturers other than those specified shall be submitted for review in accord with Section 26 01 02.

D. All systems equipment shall be installed by qualified systems technicians in the employ of the systems contractor, or by qualified workmen in the employ of the Contractor under the supervision of qualified representatives of the manufacturer. "Qualified representatives" shall be factory authorized or certified by the systems equipment manufacturer.

E. The systems technicians and/or contractor shall cooperate with the Owner, other trades, etc. for coordination of their requirements or the effects of the installed systems on the overall project.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. The work shall be in accordance with the NEC and the rules and regulations of local bodies having jurisdiction.

B. All work shall be executed in a workmanlike manner and shall present a neat and mechanical appearance upon completion. Installation shall comply with the requirements of ANSI/NECA-1, Standard for Good Workmanship in Electrical Construction, latest edition.

C. Care shall be exercised that all items are plumb, straight, level.

D. Care shall be exercised so that not less than code clearance is allowed for all panels, switchboards, etc. Do not allow other trades to infringe on this clearance. Minimum code clearance shall be as required by Article 110 of the NEC.

E. Care shall be exercised that no piping, ducts, or equipment foreign to the electrical equipment or architectural appurtenances shall be allowed to be installed in, enter or pass through the exclusively dedicated spaces above, adjacent to and below switchboards and panelboards as set forth in Article 110.26 of the NEC.

3.02 ACCEPTANCE TESTING

A. Upon completion of work, the entire wiring system shall be tested and shown to be in perfect working condition in accordance with the intent of the specifications and drawings. It shall be the responsibility of the Electrical Contractor to have all systems ready for operation and to have an electrician available to operate same in accordance with and under the supervision of the inspection representative of the Architect/Engineer. The electrician shall be available to assist in removal of panelboard fronts, etc., to permit inspection as required.

3.03 TESTS

A. Upon completion of the work, test the new systems, including all feeders, branches, outlets, lighting, motors, apparatus and appliance, with a 1000 VDC insulation tester (with a 0-200 megohm full scale). All conductors shall have insulation tested when the wiring system is complete, and a log kept of the circuit name, date and megger readings.

B. Provide all instruments, labor and materials required for tests designated.

C. All test reports shall be typed and signed by the person who made the tests.

END OF SECTION 26 01 01

SECTION 26 01 02

ELECTRICAL – SCOPE OF WORK

PART 1 - GENERAL

1.01 WORK REQUIRED

A. Removal or relocation of all electrical services located on or crossing through the project either above or below grade, which would obstruct the construction of the project or conflict in any manner with the completed project or any code pertaining thereto.

.

B. Alterations and additions to the existing electrical systems.

C. Furnishing and installation of all electrical items shown on plans or herein specified, unless shown or specified otherwise.

D. Furnishing and installation of disconnect switches for motors.

E. Connection of all equipment requiring electrical connection, mentioned in this Section or shown on drawings, whether furnished by electrical contractor or others.

F. Alterations and additions to existing emergency power systems.

PART 2 - PRODUCTS

2.01 PROPOSED SUBSTITUTES

A. Products may be named in the Contract Documents (Plans or Specifications) by manufacturer and model number. Such listing constitutes the Basis of Design. If representatives of other products wish to be considered, they shall submit to the Engineer, ten (10) days prior to bid date, complete catalog data of any items which are proposed as substitutes for those specified. The Engineer will inform bidders of proposed substitutions which are approved.

B. For proper coordination and long-term owner support, products shall be sold through distributors located within one hundred and fifty (150) miles of the project site and represented by manufacturer’s sales offices or agents authorized for the project area. Manufacturer’s Representative and Distributer shall be identified in the submittal.

2.02 SHOP DRAWINGS AND CATALOG DATA

A. Submit to Engineer within fifteen (15) days after award of contract, prior to purchasing, digital copies of manufacturer's shop drawings and catalog data for the items listed below.

Submittals containing substitutions not complying with Paragraph 2.01 above will be rejected without review. The contractor shall be responsible for any delays caused by non-compliance with this requirement.

B. Prior to submittal, the Contractor shall review shop drawings to see that they meet with the requirements of the Plans and Specifications. Compliance with this requirement shall be indicated by the Contractor's review stamp and signature on the shop drawing submittals.

C. Engineer's CAD/electronic drawing files will be available, upon request, for the convenience of the Contractor in preparation of shop drawings or record drawings. Prior to delivery by the Engineer, a service fee of $50.00 per drawing file and a signed agreement will be required between the Engineer and Contractor acknowledging the limited permissible use of the requested files. Drawing files will be in the engineer's standard CAD format, without borders, titles and engineer's seals.

D. All shop drawings of a specific item or system shall be in one submittal and shall be clearly marked to identify the manufacturer, the intended use of the item, and if not readily apparent, the intended location for installation of the item.

E. The contractor or his supplier shall calculate available fault current at each piece of power equipment using construction data of the equipment, cables and loads connected. All equipment shall be rated for the available fault current at the equipment. Service equipment shall be labeled as required by NEC 110.24.

F. Shop drawings of all power equipment shall contain exact details of device placement, phasing and numbering, in the form of elevations, for each piece of equipment.

G. Shop drawings submittals shall include:

Panelboards
Safety Switches
Emergency Generator
Transfer Switches
Wireways
Wiring Devices
Engraved Plates
Electrical Room Drawings
As required by individual sections of these Specifications

H. Shop Drawings for the following items may consist of typewritten lists, listing manufacture with description, to be used (one only for each item).

Building Wire
Conduit: Rigid, I.M.C., E.M.T., PVC
EMT Couplings and Connectors
Wire Connectors

I. Obtain manufacturer's data on all equipment requiring electrical service and review it for purposes of coordinating service characteristics, entry locations, mounting requirements, dimensions, etc. Verify that the electrical service requirements are as shown on the electrical drawings or, if at variance to that shown, indicate the area of nonconformance. Any questions or potential conflicts must be submitted to the Engineer for clarification before electrical service installation to the equipment begins.

J. Obtain data on all casework and review it for purposes of coordinating electrical service to equipment, mounting requirements, dimensions, etc. Any questions or potential conflicts must be submitted to the Architect for clarification before electrical service installation to the equipment begins.

K. Shop drawings shall include large scale plan layouts and elevations of each electrical equipment room or other space having panelboards, switchboards, or major electrical equipment installed therein. Plans shall be one-half inch equal one-foot scale minimum and shall show the actual dimensions of the proposed equipment and all required clearances and pertinent conditions. No electrical work shall be performed in these areas without approval of the equipment layout by the Engineer.

L. None of the above items shall be installed until shop drawings or catalog data has been accepted in writing. Any listed item not submitted even if specified shall be considered not acceptable and shall be removed if directed.

## PART 3 - EXECUTION

### 3.01 EXCAVATION, CUTTING, PATCHING

A. Perform all excavating and cutting as required to receive electrical work, and after inspection and approval of work by the Engineer, do all required backfilling, patching and repairing. Obtain specific approval of Engineer before cutting into any structural members.

B. For all such work employ competent workmen, and finish a neat and workmanlike manner, equal to quality and appearance to adjacent work.

### 3.02 FIRESTOPPING

A. Wall, floor and smoke/fire barrier penetrations shall be sealed as required to maintain the fire rating of the penetrated barrier. Sealant materials shall be UL listed for use in the fire barrier in which they are to be applied. Application of fire barrier sealants shall be in strict accordance with the manufacturers UL listed assembly per NEC 300-21, SBC705.4 and other applicable codes.

B. Fire protection sealants may be applied in moldable putty, wraps, strips or with a caulking gun as required by jobsite conditions. Penetrations which are too large for sealing with

caulk alone shall be repaired to match existing and then sealed with moldable putty, strips or wraps as required by the sealant manufacturer to achieve a fire rating equal, or exceeding, the partition penetrated.

C. Fire protection sealants shall be as follows (NO EXCEPTIONS):

3M Brand:
Fire Barrier - Moldable Putty MP+ STIX
Fire Barrier - CP 25WP+ Caulk
Fire Barrier - FS-195 / FS-195+ Wrap or Strip
Interam Firedam FD150 Caulk

Flame Stop Distribution, Inc.
Flame Stop V
Flame Stop VP with Retaining Fixture

Specified Technologies, Inc.
Specseal Sealant
Specseal Putty
Specseal Mortar
Specseal Collar

Metacaulk Fire Stop by Rectorseal Corporation
Metacaulk 950

Hilti
Hilti FS 605, High Performance Firestop Sealant
Hilti FS 611A, Intumescent Firestop Sealant
Hilti FS 635, Trowelable Firestop Compound

D. Panelboards, equipment enclosures, outlet boxes, etc. installed in fire rated partitions shall be boxed in with wall board or other suitable fire rated material as required to maintain or restore the fire rating of the assembly.

3.03 ROOF PENETRATION

A. Furnish roof flashings for all equipment installed under this Section that penetrates the roof. Appropriate flashings are specified under Roofing and Sheet Metal Section. Supply these flashings for installation under Roofing and Sheet Metal Section.

3.04 IDENTIFICATION

A. Identification nameplates shall be laminated plastic.

B. Each panelboard shall be equipped with a nameplate with 1/4" minimum letters. Nameplate shall indicate the source of feed as required by NEC 408.4 (B).

C. Each individual mounted circuit breaker, switch, starter, contactor and/or any other control or protective device shall be equipped with a nameplate with 1/4" minimum letters. Nameplates on fusible equipment shall state fuse size.

D. Each branch circuit in a panelboard shall be identified.

1. Panelboards with covers and directory pockets shall have typewritten directories.

2. Panelboards without directories shall have a nameplate with 1/8" minimum letters installed adjacent to each circuit device stating equipment fed and fuse size, if applicable.

E. All nameplates shall be red micarta with white core for emergency power and white micarta with black core for normal power.

F. Each junction box shall be marked to identify the system it serves. The following color-coding system shall be spray painted, with plenum rated paint, on each box cover:

1. Normal Power System - Galvanized

2. Emergency Power System - Yellow

3. Fire Alarm System - Red

G. Junction boxes containing power circuits shall have associated panel and circuit numbers printed on the cover.

3.05 WARNING LABELS

A. All switchgear, switchboards, panelboards, motor control centers and disconnects shall be furnished with arc-flash warning labels as required by NEC 110.16.

3.06 STORAGE OF MATERIALS

A. Store all materials to prevent damage from rust, corrosion, physical injury, etc.

B. Keep the site clean of accumulation of cartons, trash, debris, etc.

3.07 ALTERATIONS AND ADDITIONS TO ELECTRICAL SYSTEMS IN EXISTING BUILDING

A. Work in existing building shall be performed as indicated or required to perform its intended function on the Electrical plans. This Contract shall include removing, relocating,

extending, etc., any items of electrical nature required to facilitate work as indicated. All circuits interrupted by rework shall be extended and left energized. All contractors bidding on the project shall visit the site to determine the extent of work, removal, etc., required to implement the work indicated on the drawings.

## 3.08 MODIFICATIONS TO EXISTING PANELBOARDS AND SWITCHBOARDS

A. New circuit breakers to be installed in existing panelboards and/or switchboards as shown on the drawings.

B. New Circuit breakers installed in existing panelboards or switchboards shall be by the same manufacturer as the panelboard or switchboard and shall be mechanically and electrically identical to existing circuit breakers.

C. Furnish and install all necessary hardware as required for the addition of new circuit breakers. Where existing conditions do not permit installation of additional circuit breakers in the existing enclosure, install subfeed lugs and extend the existing panelboard feeder to a new panelboard section and install the new circuit breakers therein. New panelboard sections, when required, shall be of the same or greater ampere and voltage rating as the existing panelboard.

D. A new ground bus shall be installed in any panel, not so equipped, to which a new circuit is run containing a separate equipment grounding conductor.

## 3.09 "AS BUILT" DRAWINGS

A. A set of electrical plans shall be kept on the job site on which all changes from the contract drawings are recorded, in red, on a day-to-day basis.

## 3.10 OPERATIONS AND MAINTENANCE INSTRUCTION

A. At the completion of the job, the electrical contractor shall turn over to Owner one (1) set of marked "as built" drawings, three (3) sets of all equipment catalog and maintenance data, three (3) sets of shop drawings on all equipment requiring same, spare lamps and spare fuses. The contractor shall explain and demonstrate all systems to the Owner's representative(s).

END OF SECTION 26 01 02

SECTION 26 01 03

DEMOLITION - ELECTRICAL

PART 1 - GENERAL

1.01 SCOPE

A. The electrical contractor shall visit the site to determine the extent of demolition work as required by the drawings and specifications.

B. All electrical conduit, wiring, devices, fixtures, etc. required to be removed to allow for new construction, abandoned as a result of new construction, or currently not in service shall be removed as part of this contract. Exposed conduits and conduits in accessible areas shall be removed completely; conduits concealed in floors, walls and above non-accessible ceilings may be capped and abandoned after removal of all conductors.

C. All wiring above ceilings shall be properly secured. Unsecured wiring above ceilings no longer in use or retired from use under this contract shall be removed. Unsecured wiring which remains in use shall be properly secured under this project. Properly securing wiring may be accomplished with j-hooks, cable tray or placing the wiring in conduit.

D. Existing electrical equipment and circuitry not being removed or reworked under this contract but located so as to be affected by the work under this contract, shall remain in service. Such circuits, equipment, etc., shall be extended, relocated or removed and reinstalled as required to accommodate new construction.

E. Where new HVAC and Plumbing work requires relocation of existing electrical work such relocation shall be provided.

F. All active devices, wiring and feeders shall remain in service.

PART 2 - PRODUCTS

2.01 NEW MATERIALS

A. Where existing electrical conduits, junction boxes and wiring are required to be relocated, new materials used shall match existing. Furnish and install conduits, wiring, hardware, boxes, disconnect switches, etc. as required for extension of existing circuits and/or relocation of existing electrical equipment. New cable splices, if required, shall be made with insulated compression type butt splices.

2.02 MATERIALS REMOVED

A. All materials removed, except for the automatic transfer switches, shall be removed from

the site and disposed of by the contractor.

B. Materials retained by the Owner shall be delivered to the Owner at his designated facility.

2.03 MATERIALS REMOVED AND REINSTALLED

A. Any equipment or materials shown on the drawings or specified to be removed and reinstalled shall be cleaned and, if necessary, repaired to first class condition prior to reinstallation.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. The contractor shall take care not to damage adjacent equipment, structure, etc. not to be demolished. Where existing devices or equipment are removed, existing finishes shall be repaired where such repair is not shown under new work.

3.02 "AS-BUILT" DRAWINGS

A. The contractor shall trace and identify all existing circuits within the project area and so note on the as-built drawings. The drawings shall clearly identify service panelboards, circuit numbers and conduit routings.

END OF SECTION 26 01 03

SECTION 26 05 19

CONDUCTORS

PART 1 - GENERAL

1.01 SCOPE

A. This section outlines the quality and type of conductors to be used in the various systems, locations and conditions.

PART 2 - PRODUCTS

2.01 WIRE AND CABLE 600 VOLT

A. Conductors shall have current carrying capacities as per NEC, #12 minimum except for controls, and fixture wire.

B. Conductors for general use, sized #10 and smaller, shall be solid copper. Conductors #8 and larger, and any size to motors or vibrating equipment shall be stranded. Conductors #3 and smaller shall be copper. Conductors #2 and larger shall be copper or aluminum as set forth below.

C. All conductor insulation shall be 600-volt.

D. Insulation for branch circuits sized #10 and smaller, shall be color coded, nylon jacketed, PVC, type THHN-THWN.

E. Insulation for feeders, 8 and larger shall have insulation type RHH-RHW/USE.

F. Conductor color codes shall be as set forth below.

2.02 CONTROL WIRE

A. Control wire shall be #14, 19 strand, type THHN-THWN, rated 90 degrees C full color range.

2.03 MANUFACTURER

A. Wire and cable shall be manufactured by Rome, Cerro, Colonial, General Cable, Essex, Encore, Okonite or Southwire.

2.04 WIRE CONNECTIONS

A. Wire connections, #10 and smaller connections shall be made with insulated wire connectors with steel spring connector threads. Wire connectors shall be Ideal Wing Nuts

or Buchanan B-Caps.

B. Copper:

1. On wire larger than #10, shall be made with approved solderless connectors and covered with Scotch #33 electrical tape so that insulation is equal to conductor insulation.

C. Connection of stranded conductors, #8 and larger, to bus bars in switchboards, panelboards, equipment enclosures, junction boxes, etc. shall be made with individual lugs, size as required by conductor, bolted to bus bar with full size bolts and nuts with lock washers.

PART 3 - EXECUTION

3.01 INSTALLATION OF WIRE AND CABLE

A. No power conductor shall be smaller than #12 except where designated on the drawings or hereinafter specified.

C. Conductors in 120-volt, branch circuit homeruns which exceed 75 feet in length from the panelboard to the first outlet shall be increased at least one AWG size to compensate for voltage drop,

D. All joints and splices in wire shall be made with approved solder-less connectors and covered so that insulation is equal to the conductor’s insulation.

E. Conductors and conduits shall be continuous between outlets. No splices shall be pulled into conduit.

F. No conductor shall be pulled until the conduit is cleaned of all foreign matter.

G. Where conductors are installed in panelboards, cabinets, wireways, switches and equipment, wire and cable shall be neatly formed and tied.

H. Where conductors are run in parallel, each conductor making up the feeder shall be the same exact length, the same size, and the same type of conductor with the same insulation. Further, each group of conductors making up a phase or neutral must be bonded at both ends in the same manner.

C. Compression lugs shall be crimped at the designated locations on the lug body, with a manually operated tool, in accordance with the lug manufacturer's requirements. Hydraulic crimping tools shall not be used in any instances.

3.02 OUTLETS AND BRANCH CIRCUITS

A. Outlets shall be connected to branch circuits as indicated on drawings by circuit number

adjacent to outlet symbols. No more outlets than are indicated shall be connected to a circuit.

3.03 WIRE AND CABLE COLOR CODING

A. The color-coding system as listed below shall be followed throughout the entire network of branch circuits.

| Voltage | 120/208 | 277/480V |
|---|---|---|
| Phase | Color | Color |
| A | Black | Yellow |
| A-Neutral | White/Black Stripe | Gray/Yellow Stripe |
| B | Red | Orange |
| B-Neutral | White/Red Stripe | Gray/Orange Stripe |
| C | Blue | Brown |
| C-Neutral | White/Blue Stripe | Gray/Brown Stripe |
| Equipment Ground | Green | Green |
| Isolated Ground | Green/Yellow Stripe | Green/Yellow Stripe |

B. Phase conductors sized #10 AWG and below, and neutral and grounding conductors sized #6 and below, shall have permanently colored insulation. Phase conductors sized #8 AWG and above, and neutral and grounding conductors sized #4 and above, shall be color coded by either permanently colored insulation or by means of colored tape applied to the conductor within 12" of each termination and in each enclosure, junction box, etc.

C. Control Conductors: Shall be color coded by use of color coded "tracers". No control circuit shall have two identical conductors.

END OF SECTION 26 05 19

SECTION 26 05 26
GROUNDING

1.00 GENERAL

1.01 SCOPE

A. This section deals with the grounding of service equipment, transformers, non-current carrying conductive surfaces of equipment, metal buildings, structures and other equipment.

B. All grounded connections shall be installed in accordance with the National Electrical Code and all local codes and requirements. Such codes shall be considered minimum requirements and installation of the grounding system shall ensure freedom from dangerous shock voltage exposure and provide a low impedance ground fault path to permit operation of overcurrent and ground fault protection devices.

2.00 PRODUCTS

2.01 CONDUCTORS

A. Grounding conductors shall be insulated copper unless specifically shown or specified otherwise.

B. Grounding conductors shall be identified by green insulation or by green tape.

C. All buried grounding system wire shall be bare, solid, soft-drawn, annealed, copper sized #2 AWG minimum, or as shown on drawings.

2.02 GROUND RODS

A. Ground rods shall be ¾ inch by 10 feet, copperweld unless noted otherwise on the drawings.

2.03 CONNECTIONS

A. The connection of a grounding conductor to ground rods or building steel shall be by means of a cadweld or thermoweld process.

B. Grounding conductor connections to conduit terminations shall be made with approved ground bushings.

3.00 EXECUTION

3.01 MAIN SERVICE GROUND

A. The main service ground is existing.

B. The grounded conductor (neutral), the grounding electrode conductor, and the equipment grounding conductor connections are made inside the service entrance equipment.

C. The equipment grounding conductor shall be connected to the grounded conductor on the supply side of the service disconnecting means in accordance with Table 250-122 of the NEC for the ampere rating of the service equipment. Where in a service entrance switchboard the equipment grounding conductor shall be connected to a bus bar rated not less than 25 percent of the main bus rating.

3.02 GENERATOR SERVICE GROUND

A. The generator service shall have the grounded conductor (neutral) grounded to the grounding electrode system at the supply side of the service disconnecting means by a grounding electrode conductor not smaller than that shown in Table 250-66 of the NEC.

B. The grounded conductor, neutral, the grounding electrode conductor, and the equipment grounding conductor connections shall be made inside the generator equipment.

C. The equipment grounding conductor shall be connected to the grounded conductor on the supply side of the service disconnecting means in accordance with Table 250-122 of the NEC for the ampere rating of the service equipment. Where in a service entrance switchboard the equipment grounding conductor shall be connected to a bus bar rated not less than 25 percent of the main bus rating.

3.03 GENERATOR GROUNDING ELECTRODE SYSTEM

A. Shall consist of the following electrodes bonded together by the grounding electrode conductors:

1. Driven Ground Rods: 3-ground rods, spaced a minimum of 10 feet apart in a triangular pattern, shall be driven to 18" below grade and interconnected via Cadweld.

2. Other grounding electrodes if available shall be connected to the grounding electrode system as described in Section 250-50 of NEC.

3. Concrete encased electrodes. In new construction, electrode shall be exothermically welded to a portion of the foundation or footing reinforcement. Reinforcing bar shall be 20 feet long or bars shall be exothermically welded to make a 20 foot length.

B. An earth impedance tester shall be utilized to determine the actual resistance to ground. The maximum acceptable resistance to ground is 5 OHMS, if this value or less is not obtained, additional ground rods shall be driven and connected in parallel until an instrument reading of

less than 5 OHMS is obtained. All test readings shall be recorded and submitted to the Engineer for review.

3.04 CADWELDING

A. Cadwelding shall be performed in strict accordance with the manufacturer's requirements.

B. All personnel performing cadwelding shall have been trained by factory certified representatives and proof of this training shall be presented to the Engineer at the time of Cadweld inspection.

C. Cadwelding shall not be performed during conditions of high humidity which inhibit the process from proper bonding. Consult the Manufacturer's instructions for acceptable conditions and do not attempt any Cadwelding during such times as these conditions do not exist.

D. Cadweld molds shall be sized and configured for the specific welding application. Molds which have been field modified for application other than their original purpose will not be utilized under any circumstance. Cadweld "one shot" connections shall not be utilized.

E. In no circumstances shall worn out or loose Cadweld molds be utilized. Molds which experience "blow out" during the welding process shall be replaced immediately and any welds made which exhibit evidence of incomplete welding shall be cut off and rewelded.

3.05 EQUIPMENT GROUNDING

A. An equipment grounding conductor (sized in accordance with Table 250-122 of the NEC unless shown or specified elsewhere to be larger) shall be installed in the same raceway with all circuit conductors.

B. Equipment grounding conductors shall be bonded at each enclosure. Where an equipment grounding bus, bonded to the equipment enclosure, is provided, all equipment grounding conductors shall be connected thereto. Where an equipment grounding bus is not provided, grounding bushings shall be utilized on enclosure terminations of conduits.

END OF SECTION 26 05 26

SECTION 26 05 33.1
RACEWAYS - METALLIC

PART 1 - GENERAL

1.01 SCOPE

A. This section deals with the materials to be used as metal raceways, connections, and supports.

PART 2 - PRODUCTS

A. Conduit: Rigid and IMC shall be galvanized outside and inside by hot dipping. EMT shall be Electro-Galvanized. Conduit shall be as manufactured by Republic, Wheatland, Triangle, Youngstown, or Allied.

B. Sealtight flexible metal conduit shall consist of flexible galvanized steel tubing with a liquid tight jacket of PVC. All flexible conduit shall have a copper bonding conductor wound into the conduit body.

C. Couplings and connectors on rigid and IMC shall be standard threaded type, galvanized outside and inside by hot dipping. Clamp type and threadless are not acceptable. Couplings and connectors, for rigid and IMC shall be manufactured by Thomas & Betts, Crouse Hinds, Appleton or approved equal.

D. EMT connectors and couplings shall be steel or malleable iron, set screw or compression type, equipped with insulating throats. Fittings shall be manufactured by Raco, Steel City or Thomas & Betts. Die cast zinc fittings will not be approved for any location.

E. Connectors raintight: Meyers or approved equal.

F. Bushings on rigid and IMC shall be threaded malleable iron with integral thermoplastic insulator molded into metallic conduit stop. Appleton-O-Z/Gedney Type BU threaded thermoplastic, Appleton-O-Z/Gedney Type BBU Insulators which snap in will not be acceptable.

G. Grounding bushings on rigid and IMC shall be threaded malleable iron with integral noncombustible insulator. Rigid and IMC grounding bushings shall be Appleton-O-Z/Gedney "BLG" series.

H. Watertight Flex Connectors: O-Z/Gedney, Raco, or Crouse Hinds with insulating throat.

I. Conduit clamps and supports shall be as manufactured by T & B, Midwest Electric, or O-Z/Gedney.

J. Conduit fittings shall be manufactured by Appleton, Crouse-Hinds, or Thomas & Betts.

PART 3 EXECUTION

3.01 CONDUIT, TYPE OF INSTALLATION

A. EMT may be utilized for branch circuits and auxiliary systems where concealed in ceiling or walls and exposed where there is no danger of mechanical injury.

B. Unless shown or specified otherwise, rigid or IMC conduit shall be used as follows:

(a) For service entrances
(b) For exterior use or other areas exposed to moisture,
(c) Where danger of mechanical injury exists,
(d) Where EMT or non-metallic conduit is not specifically permitted.

C. Rigid conduit shall be used in hazardous areas.

3.02 INSTALLATION OF CONDUIT EMT, IMC, RIGID

A. Conduits shall be sized in accordance with the latest National Electrical Code Conduits shall be 3/4" trade size minimum for all branch circuit and feeder power circuits. Flexible conduit to light fixtures may be 1/2" trade size minimum. Conduit shall be sized larger than required above when so shown on the drawings or when required by local Code.

B. Follow methods which are appropriate and approved for the location and conditions involved. Where not otherwise shown, specified, or approved in a particular case, run all wiring concealed.

C. Where rigid and/or IMC conduits enter boxes, they shall be secured in place by approved locknuts and bushing.

D. Where EMT enters boxes, they shall be secured in place with approved insulating fittings.

E. Conduit ends shall be plugged during construction.

F. Any auxiliary system conduit not run complete to an outlet box or enclosure shall be terminated with an insulating bushing to protect the system cable. This includes, but is not limited to conduits stubbed out above lay-in ceilings, run across sections of non-accessible ceilings, stubbed out at terminal boards, stubbed out to cable trays, sleeves through walls, etc.

G. Empty conduits shall be equipped with a 100-lb. test nylon pull cord.

H. The use of running threads is absolutely prohibited. All conduit shall be joined with

approved conduit couplings. All couplings on IMC and rigid conduit shall be threaded.

I. Install conduit runs to avoid proximity to steam or hot water pipes. In no place shall a conduit be run within 6" of such pipes except where crossing is unavoidable, then conduit shall be kept at least 3" from the covering of the pipe crossed.

J. Before installing raceways for motors and fixed appliances, check location of motor and appliances connections to locate and arrange raceways appropriately. Provide flexible conduit connections to all motors and/or any equipment which has moving or vibrating parts. Flexible conduit shall generally not exceed 24" in length and shall in all cases be equipped with a ground wire, bonded at both ends. Sealtight flexible conduit shall be used in all areas exposed to moisture.

K. Exposed conduit runs shall be run parallel and/or right angles to building walls and/or partitions.

L. Fasten conduit securely in place by means of approved conduit clamps, hangers, supports and fastenings. Arrangement and methods of fastening all conduits shall be subject to Architect/Engineer's direction and approval. Use only approved clamps, galvanized wire may not be used in any instance.

M. Junction or outlet boxes in or above ceilings shall be supported independently from conduits or ceiling support by all thread rod secured to roof or floor structure above

N. All conduits shall be supported within 3 feet of each coupling, fitting, outlet box, junction box, cabinet or equipment enclosure Conduit supports shall be independent of ducts, plumbing piping, ceiling supports, etc. Conduits shall not be supported by junction boxes, pull boxes, fixtures, etc.

O. Multiple conduit runs shall be supported by trapeze hangers, run tight against the ceiling.

P. All conduit connections to sheet metal cabinets or enclosures subject to the elements shall terminate by use of raintight hubs.

Q. All exposed conduit threads, metal supports, etc., exposed to the elements or exterior of building shall be painted with rust preventive paint.

R. Apply two coats of black asphaltum paint to all underground metallic conduit. Carefully retouch any breaks in paint and allow to dry before covering with earth. Leave exposed until after Architect/Engineer's inspection.

S. Where conduit crosses a structural expansion joint an approved conduit expansion fitting will be installed.

END OF SECTION 26 05 33.1

SECTION 26 05 33.2
RACEWAYS – NON-METALLIC

PART 1 - GENERAL

1.01 SCOPE

A. This section deals with the materials to be used as raceway where shown on the plans or specified as non-metallic conduit.

1.02 WHERE USED

A. Non-metallic conduit shall be used for service entrance feeders, branch circuits, and auxiliary systems where below grade Non-metallic conduit shall, however, convert to rigid metal conduit prior to leaving concrete in areas where conduit would be exposed. Conduit adapters shall be used for transitions. All elbows shall be rigid metal conduit.

B. Non-metallic conduit shall be used in lieu of metallic conduit in all instances for individual grounding or lightning protection conductors.

PART 2 - PRODUCTS

2.01 COMPOSITION

A. Conduits and fittings below grade shall be constructed of polyvinyl chloride compounds in accordance with the applicable requirements of UL, NEMA and the NEC.

B. Non-metallic conduits used in plenums for environmental air shall be chlorinated PVC (CPVC) and listed and labeled for use in environmental air plenums.

2.02 SCHEDULE 40, RIGID PVC

A. Shall be U.L. listed for use with 90 degrees C. rated conductors and in conformity with Article 347 of the NEC.

2.03 FITTINGS

A. All couplings, adapter, bells, reducers, etc., shall be of the same material and by the same manufacturer as conduit.

B. PVC boxes and conduit bodies shall not be allowed.

2.04 CEMENT

A. Solvent cement shall be as recommended by the manufacturer.

2.05 MANUFACTURER

A. The conduit manufacturer shall have a minimum of 5 years' experience in the manufacture of the products. Non-metallic conduit shall be as manufactured by Carlon, Queen City, Can-Tex or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION

A. All elbows, bends, etc., shall be either factory bends or made with an approved heat bender.

B. All cuts shall be made with an approved saw and ends deburred.

C. All joints shall be made as follows:

Clean the outside of the conduit to depth of the socket, and the inside of socket with an approved cleaner. Apply solvent cement to the interior of the socket and exterior of conduit, making sure to coat all surfaces to be joined. Insert conduit into the socket and rotate 1/4 to 1/2 turn and allow to dry.

D. No P.V.C. conduit shall be run exposed.

3.02 DUCT TYPE

A. Non-metallic conduit shall be Schedule 40 unless specifically noted otherwise.

END OF SECTION 26 05 33.2

SECTION 26 05 33.3

OUTLET AND JUNCTION BOXES

PART 1 - GENERAL

1.01 SCOPE

A. This section outlines the quality, type and installation of outlet and junction boxes for general and special use.

PART 2 - PRODUCTS

2.01 CEILING AND WALL OUTLET BOXES

A. Outlet boxes shall be standard type, with knockouts, made of hot dipped galvanized steel, Steel City, Raco, Appleton, or Bowers.

B. Single wall outlet boxes shall be two gang with single gang trim rings.

C. Wall outlet boxes installed for receptacles shall be 2 1/8” deep. Wall outlet boxes installed for multiple data outlets shall be 3 ½” deep.

D. Ceiling outlet boxes shall be 4" octagon 2-1/8" deep or larger as required due to the number of wires.

E. Boxes shall be provided with approved 3/8" fixture studs when required to support stem mounted light fixtures.

F. Except when located in exposed concrete block, switch and receptacle boxes shall be 4" square with trim ring for single gang installation. Appropriate gang boxes shall be used for mounting ganged switches.

G. When installed in exposed concrete block, switch and receptacle boxes shall be square type designed for exposed block installation.

2.03 JUNCTION BOXES

A. Sheet metal junction boxes, through 4-11/16", shall be standard type of hot dipped galvanized steel, with knockouts, Steel City, Raco, Appleton, Bowers or approved equal.

B. Cast metal junction boxes, through 4-11/16", shall be type FS, FD, JB, GS, or SEH as required for application.

C. Sheet metal junction boxes larger than 4-11/16" shall be NEMA 1, Code gauge steel, flush

or surface mounted as indicated and shall be Hoffman or approved equal.

PART 3 - EXECUTION

3.01 INSTALLATION OF CEILING OUTLET BOXES

A. Outlet boxes in or above ceilings shall be securely fastened directly to structural members or suspended from structural members by all-thread rod. Ceiling mounted boxes shall not be supported by ceiling tiles or ceiling suspension wires.

B. There shall be no more knockouts opened in any outlet box than are actually required.

C. Chandeliers shall be supported independently of outlet boxes by 3/8" fixture studs.

3.02 INSTALLATION OF WALL OUTLET BOXES

A. Outlet boxes shall be securely fastened to structural members and shall not be supported by dry wall, gypsum board, plaster, etc. The device or plate installed in conjunction with the outlet box shall not be used for support.

B. Surface fixture outlet boxes shall be set so the edge of cover comes flush with finished surface.

C. There shall be no more knockouts open in any outlet box than are actually required.

D. Boxes shall be sealed during construction.

E. Under no circumstances shall through-the-wall boxes be used. Back-to-back boxes shall be staggered at least 3 inches, except in fire rated partitions, in which case, back to back boxes shall be staggered at least 24 inches.

F. Conduit entry into wall outlet boxes shall not utilize center knockouts. Knockouts to either left or right of center shall be utilized to allow more room for wire or cable routing to devices mounted on single gang trim rings.

G. Outlet boxes installed in fire rated partitions shall be boxed in with wallboard or other suitable fire rated material as required to maintain or restore the fire rating of the assembly.

3.04 INSTALLATION OF JUNCTION BOXES

A. Provide junction or pull boxes where shown on the drawings and as required to facilitate installing conductors. Such boxes shall be "Code" sized unless required to be larger by the plans or other sections of these specifications. All junction boxes shall be accessible.

B. Junction boxes shall be securely fastened to be securely fastened directly to structural

members or suspended from structural members by all-thread rod, independent of ductwork, plumbing, etc. Ceiling mounted junction boxes shall not be supported by EMT conduit fittings, ceiling tiles or ceiling suspension wires.

C. There shall not be more knockouts opened in any box than are actually required.

D. Boxes shall be properly protected during construction and shall be cleaned of all foreign matter before conductors are installed.

END OF SECTION 26 05 33.3

SECTION 26 24 16.2

PANELBOARD – POWER

PART 1 GENERAL

1.01 SCOPE

A. Furnish and install power panelboards as shown on the drawings and as specified herein. Power panelboards shall be dead front type, manufactured in accordance with Underwriter's Laboratories, Inc., standard of panelboards and enclosing cabinets and be so labeled.

B. Panelboards shall be factory assembled.

C. Panelboards shall contain circuit breakers as shown in the panelboard schedule on the drawings.

2.00 PRODUCTS

2.01 PANELBOARD BOXES

A. The panelboard assembly shall be enclosed in a sheet steel cabinet of rigidity and gauge as specified in UL Standards 50.

B. Single section cabinets shall not exceed 74 inches in height unless noted otherwise on the drawings. Boxes shall have a minimum width of 26 inches. Clear space from the bottom of lugs to bottom of gutter shall be in accordance with U.L. Standards.

C. Panelboard boxes shall be galvanized or equivalent rust resistant.

D. The size of the wiring gutter shall be in accordance with U.L. Standards 67 except where noted to be larger.

2.03 PANELBOARD FRONTS AND TRIMS

A. Type 1 trim front shall be hinged 1-piece with door available in surface mount. Trim front door shall have rounded corners and edges free of burrs. Provide each breaker with nameplate as specified in Section 26 01 02.

B. Surface mounted power panelboards shall be equipped with fronts which have the same overall dimensions as the box.

C. Fronts shall have interior and exterior steel surfaces cleaned and finished with gray baked enamel over a rust-inhibiting phosphatized coating.

D. Panelboards shall have no exposed or accessible live parts when the front is installed.

E. Locks shall be cylindrical tumbler type with larger enclosures requiring sliding vault locks with 3-point latching. All lock assemblies shall be keyed alike. One (1) key shall be provided with each lock.

## 2.04 PANELBOARD BUS ASSEMBLY

A. Power panelboard bussing shall be rated as shown in the panelboard schedules on the drawings. Such ratings shall be established by heat rise test with maximum hot spot temperature on any connector or bus bar not to exceed 50-degree C. rise above ambient, at full rated load.

B. Power panelboard bussing 400 amperes and above shall be plated copper, no exceptions. Buss bar plating shall run the entire length of the bus bar.

C. Ampacity, service voltage, main type and branch breakers shall be as shown on the drawings.

D. Neutral bars shall be full sized and equipped with lugs to accommodate all conductors to be connected.

E. Ground bars shall be furnished in all panelboards, equipped with lugs to accommodate all conductors to be connected. Where more than one ground bar is furnished, each shall be interconnected with a conductor sized not less than the panelboard feeder grounding conductor. Each ground bus shall be sized 25% minimum of panelboard bussing.

## 2.05 CIRCUIT BREAKERS

A. Circuit breakers shall be arranged so that the face of each breaker shall be flush with the other breakers. Tripped indication shall be clearly shown by the breaker handle taking a position between "ON" and "OFF". The breaker ampere rating shall be clearly visible when the breaker is installed in the panelboard. Unless otherwise shown on the drawings or specified, circuit breakers shall be standard molded case type.

B. Standard Molded Case Circuit Breakers: shall be quick-make, quick-break, thermal magnetic type for alternating current. Each pole shall provide inverse time delay overload and instantaneous short circuit protection. Multi-pole breakers shall be internal common trip with single operating handle.

## 2.06 METERING

A. Meter shall be made available within the panelboard, buss connected and without the use of any box extension.

B. Meter shall be able to connect externally with a data connection to monitoring software or be utilized as a stand-alone meter.

C. Meter shall be able to communicate with the building system or by web access.

2.07 PANELBOARD EQUIPMENT SHORT CIRCUIT RATING

A. Each panelboard, as a complete unit, shall have a short circuit current rating equal to or greater than the integrated equipment rating shown on the panelboard schedule or on the plans. This rating shall be established by testing with the overcurrent devices mounted in the panelboard. The panelboard shall be fully rated based on the lowest rated device in the panelboard. Where the rating is not shown larger on the drawings, the minimum integrated equipment short circuit rating shall be 18,000 amperes symmetrical for panelboards with up to 240-volt rating and 65,000 amperes symmetrical for panelboards with 277/480 volt rating. Panelboards shall be marked with their maximum short circuit current rating at the supply voltage and shall be UL listed.

2.08 SPECIAL REQUIREMENTS

A. Any special requirements on the drawings, such as for increased interrupting rating, ground fault protection, etc., shall supersede these specifications, but only insofar as that particular requirement is concerned.

B. Manufacturer's data on actual equipment electrical service requirements shall be utilized for selection of overcurrent protective device ratings. Verify equipment coordination with the electrical contractor as set forth in Section 26 01 02 of these specifications.

C. Changes in overcurrent protection device ratings to coordinate with actual equipment electrical service requirements shall be provided at no additional cost.

2.07 SPARE CIRCUIT BREAKERS AND SPACES

A. Each panelboard shall be equipped with spare circuit breakers as shown on the drawings.

B. All panelboard space/provisions shall be equipped with necessary bussing and hardware for the installation of additional circuit breakers.

2.08 MANUFACTURER

A. Panelboards shall be manufactured by GE, Siemens, Square "D" or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. All panelboard dimensions shall be carefully checked and coordinated with the proper trades to ensure proper mounting space and support.

B. Panelboards to be surface mounted shall be secured to a rack of 1-5/8" x 1-5/8" steel strut securely anchored to the floor and ceiling by means of lead anchors or toggle bolts.

C. Wiring in panelboard gutters shall be done in a neat and workmanlike manner. Wiring shall be grouped into neat bundles and secured with approved NON-METALLIC tie wraps.

3.02BRANCH CIRCUIT IDENTIFICATION

A. Each branch circuit overcurrent device installed in a power panelboard shall be identified by an engraved nameplate mounted adjacent to the device.

END OF SECTION 26 24 16.2

SECTION 26 27 26

BASIC DEVICES

PART 1 - GENERAL

1.01 SCOPE

A. This section outlines the quality and requirements of the Basic Devices, switches, receptacles, etc., to be used and the installation instructions for the devices.

PART 2 - PRODUCTS

2.01 WIRING DEVICES

A. Switches and receptacles shall be specification grade AC type as manufactured by Hubbell, Leviton or P & S.

B. Switches shall be silent operation toggle rated 20 amperes, 120/277 volts AC. All switches shall be equipped with screw terminals for bonding grounding electrode conductors. Switches shall be Hubbell CSB120 series or equal.

C. Receptacles shall be side wired, specification grade, in NEMA configuration as shown on drawings. Unless otherwise noted, general use outlets shall be 20 ampere, 120 volt duplex receptacles, Hubbell Catalog HBL5362 or equal.

D. Where noted on the drawings, and/or required by code, receptacles shall be GFCI protected by integral Class “A” ground fault protection (5 milliampere sensitivity). The device shall contain a self-test technology, complying with UL943. Unless noted otherwise all "GFI" receptacles shall be duplex, rated 20 amperes, 120 volts, weather resistant, with "TEST" and "RESET" buttons and feed through feature for ground fault protection of all devices on the load side of the unit. "GFI" receptacles shall be Hubbell Catalog GFR5362 or equal..

2.02 PLATES AND ACCESSORIES

A. All devices shall have proper plates, trim, etc. .

B. Plates shall be standard size and of the same manufacturer as devices. Oversize plates are not acceptable.

C. Where plates are required to be engraved, the engraving shall be 3/16-inch high. Letters shall be permanent, non-smear black or red. Stamping shall not be considered equal to engraving.

D. Plates shall be 302 stainless steel or brass except where otherwise specified or noted on the

drawings.

E. Receptacles installed in wet locations shall be equipped with a device plate and hinged outlet cover assembly which is UL listed for wet locations while in use. The cover shall be identified as “extra duty”. The hinged cover shall be gasketed on the top and sides and equipped with reliefs on the bottom to permit cords to exit while the cover is closed. The cover shall also be gasketed to seal to the outlet box. Wet location covers shall be manufactured by TayMac or approved equal.

F. Surface mounted devices with exposed conduit in unfinished areas shall have galvanized metal plates with rounded edges.

2.03 FINISHES

A. Devices and plates served by the “normal” distribution system shall be grey with stainless steel, grey with galvanized metal.

B. Switches and receptacles served by the essential power system shall be red with engraved stainless-steel plates.

PART 3 - EXECUTION

3.01 MOUNTING HEIGHTS AND LOCATIONS

A. Symbols on drawings and mounting heights are approximate. Exact locations and mounting heights shall be determined on the job and it shall be the Contractor's responsibility to coordinate with all trades to ensure correct installation, i.e., over counters in or above back-splashes, in block walls, tile, and other specific construction features.

B. Outlets, unless otherwise shown shall be located with the center line of outlet boxes the following distance above the finished floor:

| | |
|---|---|
| Receptacles, General: | 1'-6" |
| Switches, General: | 4'-0" |

C. All device mounting heights shall be in accordance with the Americans with Disabilities Act (ADA) and all Federal, State, and Local requirements for making buildings accessible to the handicapped.

3.02 GENERAL MOUNTING

A. Verify all door swings with Architectural. Locate boxes for light switches within 4 inches of door trim on the strike side.

B. Where switches are shown grouped together they shall be installed under a single plate.

Where required, barriers shall be provided in the outlet box.

C. Where receptacles, telephone outlets, and auxiliary system outlets are shown on the drawings grouped together they shall be installed with 4 inches between outlets.

D. All receptacles installed out of doors and in bathrooms, kitchens, break rooms, laundry rooms, attics, basements etc, and within 6'- 0" of sinks, showers or normally wet or damp locations shall be GFCI protected.

E. All GFCI protected receptacles or devices shall be located to be readily accessible for reset without moving appliances or equipment and without requiring the use of ladders.

F. Devices and associated plates shall not be used as support. Outlet boxes shall be rigidly supported by structural members.

END OF SECTION 26 27 26

SECTION 26 28 13

FUSES

PART 1 - GENERAL

1.01 SCOPE

A. Furnish and install fuses as shown on the drawings and specified herein.

1.02 MANUFACTURER

A. Fuses shall be as manufactured by Bussman Manufacturing Company, Mersen, Littlefuse, or approved equal. The numbers shown in this Specification are those of Bussman.

PART 2 - PRODUCTS

2.01 FUSES – 250 VOLT AND 600 VOLT

A. Shall be time-delay type U.L. listed with a minimum interrupting rating of 100,000 amperes symmetrical.

B. 600 amperes and below shall be dual element Class RK-5

C. Larger than 600 amperes shall be Class L.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Fuses shall be sized as shown on Drawings.

B. One spare set of fuses shall be furnished for each size used. One additional spare set of fuses shall be furnished for each five sets of same size fuses used.

END OF SECTION 26 28 13

SECTION 26 28 16.1

SAFETY SWITCHES

PART 1 - GENERAL

1.01 SCOPE

A. This section deals with fused and non-fused safety switches.

B. All safety switches shall be NEMA Heavy duty type.

PART 2 - PRODUCTS

2.01 SAFETY SWITCHES

A. Shall be quick-make, quick-break, fused or non-fused as shown. Switch blades shall be fully visible in the off position with the door open.

B. Fusible switches shall have provisions for dual element fuses, UL Class R, rejection type.

C. The switch cover shall have a defeatable dual interlock to prevent inadvertent opening of the cover with the switch in the "ON" position. Switches shall have provision for three padlocks with 3/8” hasps in the "OFF" position.

D. Switches shall be horsepower rated.

E. All switches shall bear a UL Label. Fusible switches shall be suitable for service equipment.

F. Single throw switches shall be suitable for use on systems with 200 kA fault current with class J, L, R or T fusing.

2.02 NEUTRALS

A. Insulated neutrals bars shall be furnished in all safety switch enclosures which contain neutral conductors.

2.03 GROUND BARS

A. Ground bars shall be furnished in all safety switch enclosures.

2.04 MANUFACTURER

A. Switches shall be as manufactured by GE, Square "D", Siemens, or approved equal.

PART 3 - EXECUTION

3.01 SAFETY SWITCHES

A. Safety switches shall be installed as shown on the plans and in accordance with the NEC.

B. Disconnect switches for motors shall be rated in horsepower and shall be sized for motor served.

C. Disconnect switches for non-motor loads shall be sized in accordance with equipment full load current.

D. Safety switches installed indoors, in dry locations, shall be NEMA I. Safety switches installed in locations subject to moisture shall be rain-tight, NEMA 3R except where other types of enclosures are shown on the plans.

E. Adequate support shall be provided for mounting safety switches. Safety switches shall be securely attached to building structure in all possible instances.

END OF SECTION 26 28 16.1

SECTION 26 28 16.2

CIRCUIT BREAKERS – INDIVIDUALLY MOUNTED

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. The requirements of the General Conditions, Supplementary Conditions and the following specification sections apply to all Work herein:

1. Section 26 00 10 - General Requirements
2. Section 26 01 02 - Scope of Work
3. Section 26 05 19 - Electrical Conductors - 600 Volts
4. Section 26 05 26 - Grounding and Bonding

1.02 SUMMARY

A. Furnish and install all individually mounted circuit breakers as specified herein, as required by the National Electrical Code, and as indicated on the drawings.

1.03 REFERENCE STANDARDS

A. Each enclosed circuit breaker and all components shall be designed, manufactured and tested in accordance with the latest applicable industry standards including the following:

1. NFPA 70 - National Electrical Code (NEC)
2. UL 489 - Molded Case Circuit Breakers and Circuit Breaker Enclosures
3. NEMA AB-1 - Molded Case Circuit Breakers and Molded Case Switches
4. NEMA 250 - Enclosures for Electrical Equipment (1000V Max)

B. All equipment and material to be furnished and installed on this Project shall be UL or ETL listed, in accordance with the requirements of the authorities having jurisdiction, and suitable for its intended use on this Project.

1.04 SUBMITTALS

A. The following submittal data shall be furnished according to the General Conditions and Section 26 00 10 and shall include, but not be limited to:

B. Enclosed Circuit Breakers including dimensions, knockout sizes and locations, NEMA construction, capacity, voltage, short circuit current ratings, breaker catalog number and ratings, etc.

C. All items or equipment listed above with asterisks (*) shall be certified by the manufacturer using Manufacturer Certification “MCA”

1.05 WARRANTY

A. Comply with the requirements of the General Conditions and Section 26 00 10

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. If it complies with these Specifications, enclosed circuit breakers manufactured by one of the following manufacturers will be acceptable:

1. General Electric
2. Siemens
3. Square D

2.02 RATINGS

A. Enclosed Circuit Breakers: All enclosed circuit breakers shall be suitable for use at 480 Volts, 208 Volts or at other voltages as indicated on the drawings. Enclosed circuit breakers shall be listed by UL and have a minimum short circuit current rating of 25,000 amps at 480 Volts or 10,000 amps at 240 Volts according to the nominal utilization voltage where installed. Where the available fault current is indicated on the Drawings to be greater than that listed above, the enclosed circuit breaker shall have a short circuit current rating at the applied voltage that exceeds the available fault current indicated.

2.03 CONSTRUCTION

A. All enclosed enclosed circuit breakers shall have permanent nameplates mounted on the cover as specified 26 24 16.2.

B. All enclosed circuit breakers shall have defeatable door interlocks that prevent the door from opening when the operating handle is in the “ON” position.

C. All enclosed circuit breakers shall have provisions for padlocking in the “OFF” position.

D. All enclosed circuit breakers exposed to the weather or to water damage shall be NEMA Type 3R with approved conduit hubs installed on top of these switches, unless otherwise shown on the Drawings.

E. Circuit breakers 1200 amps and below shall be molded case circuit breakers. Circuit breakers shall be provided with thermal and magnetic protective elements. Where indicated on the Drawings to have ground fault protection, breakers shall be provided with a solid state trip unit with adjustable long time pickup, short time pickup and

delay, instantaneous pickup and ground fault pickup and delay features. Provide neutral current transformers where ground fault protection is required for 3-phase, 4-wire installations and install per manufacturer recommendations. Provide integral accessories such as shunt trips and auxiliary switches as required or indicated on the Drawings.

F. All current carrying parts shall be 98% conductive copper with tin or silver plated surfaces.

G. Provide phase lugs, ground lugs, and neutral lugs for the number and sizes of conductors specified on the Drawings. See Section 26 05 19 titled “Electrical Conductors - 600 Volts” for termination requirements and space requirements within the enclosure.

PART 3 EXECUTION

3.01 INSTALLATION

A. The Electrical Subcontractor shall install all enclosed switches and enclosed circuit breakers per the manufacturer’s recommendations and as indicated on the Drawings.

3.02 FACTORY TESTING

A. All standard factory tests shall be performed in accordance with the latest version of NEMA and UL Standards.

END OF SECTION 26 28 16.

# 26 32 13.13.1
# REMOVAL AND RELOCATION OF EMERGENCY POWER GENERATION

## PART 1 – GENERAL

### 1.1 SCOPE

A. Remove, relocate and test the existing 250kW / 312.5kVA emergency engine-generator set including the weatherproof enclosure and sub-base diesel fuel tank as shown and noted.

B. All work associated with the physical moving, reinstallation and testing of the relocated unit shall be performed by a factory trained dealer or service contractor.

C. The contractor shall furnish, install and field test the relocated engine generator set, including reinforced concrete isolated mounting pad, fuel system, cooling system, exhaust silencer, piping, duct work, excavation and accessories to complete the installation for operation as required and specified herein.

D. The contractor shall also furnish, install and field test the unit, controls and switchgear for automatic operation of the engine generator set.

F. All equipment and work specified in this section shall be coordinated with other pertinent sections.

### 1.2 AUTOMATIC TRANSFER SWITCHES

A. Automatic transfer switches shall be furnished and installed as part of this system as shown on the drawings and as specified in other sections of these specifications.

### 1.3 MANUFACTURER

A. The existing engine generator set is a Cummins DQDAA-1500310 rated 312.5 kVA at 0.8 power factor, 250.5 kW with a weatherproof sound attenuated enclosure and sub-base diesel fuel tank.

## PART 2 – PRODUCTS

### 2.1 ENGINE-GENERATOR RATING

A. The rating of the existing diesel engine generator set is based on operation of the set when equipped with all necessary operating accessories such as radiator, fan, air cleaners, lubricating oil pump, jacket water heater, generator and exciter regulator.

B. The existing set is rated 312.5 kVA at 0.8 power factor, 250 kW, 480Y/277 volts, 3 phase, 4 wire, 60 Hertz.

C. The above rating is for operation at 1000 feet above sea level and an ambient temperature of 120 degrees F. maximum design and 32 degrees F. minimum design.

2.2 ENGINE

A. The engine existing engine is water-cooled and equipped with engine-driven water pump, fuel pump, lube oil filters, intake air filters and lube oil cooler.

2.3 EXHAUST SYSTEM

A. The existing exhaust system shall be checked for leaks. Report any deficiencies to the Engineer.

2.4 INTAKE SYSTEM

A. Replace the air filters.

2.5 FUEL SYSTEM

A. The existing fuel system, fuel pump, sub-base tank and hoses shall be checked for proper operation. Report any deficiencies noted to the Engineer. Replace the fuel filters and change the oil

2.6 COOLING SYSTEM

A. The existing cooling system, radiator, thermostat, fan, alarms, hoses etc., shall be checked for proper operation. Report any deficiencies noted to the Engineer.

2.7 ENGINE JACKET WATER HEATER

A. The engine jacket heater is existing and shall be checked for proper operation. Report any deficiencies noted to the Engineer.

2.8 STARTING SYSTEM

A. The engine is equipped with a 24 volt DC electric starting system. Batteries shall be tested for a minimum amp-hour rating capacity to crank the engine for at least 30 seconds at firing speed in the ambient conditions specified under ratings, and to start the diesel engine a minimum of four times without recharging. Deficiencies noted during testing shall be reported to the engineer.

B. There is an existing battery charger to automatically recharge batteries. The unit shall be checked for proper operation and any deficiencies noted shall be reported to the engineer.

## 2.9 ENGINE-GENERATOR CONTROL PANEL

A. The existing control panel shall function to start and stop the engine automatically or manually, to provide visual indication and automatic shutdown of the engine as required for safety control, and to provide all other functions as required for proper engine generator control.

B. The existing control panel contains, but may not be limited to, the following equipment:

1. AC Voltmeter, with 0-600 volt scale.
2. AC Ammeter, complete with current transformers.
3. Selector switch, for simultaneous readings of phase current and voltage on any selected phase of the 3-phase system.
4. Frequency meter, scale 57.5 to 62.5 Hertz.
5. Running time meter, in hours, 6 digits, non-reset type.
6. Two - 2 position switches, one for "Test" or "Automatic", one for "Off/Reset" or "On".
7. Battery charger disconnect contact.
8. Engine start control contact (SPDT).
9. Contacts for remote alarms wired to terminal strips.
10. Fault indicators for low oil pressure, high water temperature, overspeed and over crank.
11. Generator run relay to interface with fire alarm system.
12. Generator run relay (relay to close when generator is running).

C. Safety Control: Existing sensors plus audible and visual pre-alarm warning annunciation is provided to indicate the following conditions:

1. Engine temperature above the manufacturer's recommended safe range.
2. Lubrication oil pressure is below the manufacturer's recommended safe range.

If the above conditions continue to a dangerous level, or a condition of over crank or overspeed occurs, the engine shall automatically be shut down and a visual signal shall indicate the reason. The unit has a reset/off switch to silence the audible alarm, however, visual indication will remain until the malfunction is corrected. If a subsequent malfunction occurs, the audible alarm will resound. Sensors are provided for the following additional annunciation at the engine controller:

1. Generator under load (visual only).

2. Low jacket water temperature-less than 70 degrees F. (audible and visual).
3. Battery malfunction (visual only).

D. The engine-generator set shall be provided with a communications module to provide all alarms and status via open-protocol (non-proprietary) language (ModBus, etc.).

2.10 GENERATOR CIRCUIT BREAKER

A. There are two (2) existing 400A.,3P. generator output breakers currently installed in the unit. Remove one (1) of the breakers and turn it over to the owner.

B. Reconnect the breaker auxiliary contact and wire to operate the “Generator Breaker Open” alarm condition.

2.11 REMOTE ALARM ANNUNCIATOR

A. The relocated generator set shall be reconnected to the existing remote annunciator located in the electrical room

2.12 VOLTAGE REGULATION

A. The existing voltage regulator shall be tested for proper operation during the field test.

2.13 ELECTRIC PLANT MOUNTING

A. New compression spring vibration isolators, sized in accordance with the manufacturer’s recommendations, shall be installed between the base and sub-base tank.

2.14 ENGINE-GENERATOR HOUSING

A. Existing.

PART 3 - EXECUTION

3.1 INSTALLATION OF EQUIPMENT

A. All equipment shall be properly supported.

B. Installation shall be according to the manufacturer's recommendations and shall be done in a neat workmanlike manner. The generator set shall be installed under the supervision of a factory trained technician.

## 3.2 WIRING

A. All wiring shall conform to manufacturers' wiring diagrams and shall be installed in a neat manner and in accordance with all other sections of the specification. All control wiring shall be stranded and terminated with ring terminals.

## 3.3 MOUNTING FOUNDATION

A. A steel reinforced, concrete mounting foundation shall be provided for unit mounting and vibration damping.

## 3.4 GROUNDING

A. The engine-generator set frame grounding lug shall be bonded to the building grounding system with an insulated, 1/0 stranded, copper grounding electrode conductor.

B. The grounded service conductor, neutral, shall be bonded at the generator set.

C. Connection to the grounded electrode conductor (GEC) to the driven ground rod shall be Cadwell.

## 3.5 TESTS

A. After field installation, notification shall be given to the Engineer of readiness for testing and the intention of the start time of the test.

B. The following tests shall be conducted:

1. Two (2) hour set up period utilizing load banks to check out wiring, plumbing, controls, transfer switches, derangement panels.
2. Six (6) hour full load test to establish horsepower and operation test requirements as set for in this specification.

All necessary equipment for the test, including load banks, shall be furnished as part of this contract.

C. Tests which fail at any time during the total eight-hour testing period shall be restarted from the beginning after necessary repairs are made. The manufacturer shall submit a complete report of any failed test to the Engineer which clearly states the reason(s) for test failure and corrective action taken.

D. A certificate stating date unit tested, by whom and that installation is complete and correct shall be forwarded to Engineer before acceptance of unit. Testing shall be in full compliance with the latest requirements of NFPA 110 and shall be so documented in submitted test reports.

E. Upon completion of testing, an engine oil sample shall be taken and submitted to a recognized testing lab for a complete engine oil analysis. The results of this analysis shall be submitted to the Engineer for review. Engines which indicate abnormal wear or improper operation shall be repaired and completely retested with load bank and oil analysis.

END OF SECTION

# 26 32 13.13
# EMERGENCY POWER GENERATION

## PART 1 – GENERAL

### 1.1 SCOPE

A. Emergency engine-generator set, shall be furnished and installed as a complete system of the latest type and design. The engine generator set shall be completely built, factory tested and shipped as a unit by a manufacturer regularly engaged in the production of such equipment for the past ten years. Dealer assembled and/or tested units shall not be considered as equal (unless specifically indicated by prior approval).

B. The selling agency shall have, and have had, 24-hour service available for the past five (5) years, within a radius of 75 miles from the job site.

C. The contractor shall furnish, install and field test each complete engine generator set, including reinforced concrete isolated mounting pad, fuel system, cooling system, exhaust silencer, piping, duct work, excavation and accessories to complete the installation for operation as required and specified herein.

D. The contractor shall also furnish, install and field test controls and switchgear for automatic operation of the engine generator set.

E. The complete emergency generation system for this facility is as specified in this section and Section 26 36 23 of these specifications.

F. All equipment and work specified in this section shall be coordinated with other pertinent sections.

### 1.2 GENERAL OPERATION

A. The engine generator set shall consist of an AC generator directly connected to a natural gas engine, and all associated equipment necessary to automatically start the set upon power failure and automatically stop it on power return.

B. Electrical loads served by this system shall be automatically transferred unless specifically noted otherwise on the drawings.

### 1.3 AUTOMATIC TRANSFER SWITCHES

A. Automatic transfer switches shall be furnished and installed as part of this system as shown on the drawings and as specified in other sections of these specifications.

## 1.4 MANUFACTURER

A. The engine-generator set manufacturer shall be Caterpillar, Cummins, Generac, or prior-approved equal. Submittal for approval to bid shall be made not later than ten (10) days prior to bid date and shall include, but not be limited to the following:
   1. Evidence of the selling agency's experience and maintenance capabilities.
   2. Make and model of engine proposed and piston speed at rated RPM.
   3. Brake horsepower curve of engine.
   4. Generator manufacturer, model and rating.
   5. Type of excitation and voltage regulation.
   6. Weight and basic dimensions of the engine generator set.

B. The generator manufacturer shall be responsible for overall coordination between the generator control system manufacturer and the automatic transfer switch manufacturer to ensure all components are coordinated. Any discrepancies between manufacturers shall be the responsibility of the generator manufacturer.

## 1.5 SHOP DRAWINGS

A. Complete shop drawings shall be submitted for review and shall include detailed specification data and information on the specific engine generator proposed. General manufacturers' product bulletins alone shall not be considered sufficient for review. Options and accessories to be furnished shall be clearly noted and drawings and/or literature provided.

B. Shop drawings also include the following:
   1. Drawings of the concrete engine-generator set mounting foundation, approved by an authorized representative of the engine manufacturer for this installation.
   2. Fuel system diagram and fuel piping calculations, approved by an authorized representative of the engine manufacturer for this installation.
   3. Exhaust system diagram and exhaust piping calculations, approved by an authorized representative of the engine manufacturer for this installation.
   4. Exhaust emissions regulations applicable to this installation and statement of compliance by the engine manufacturer for this installation.
   5. Calculations of engine starting battery amp-hour requirements and battery charger. These calculations shall be approved by an authorized representative of the engine manufacturer.
   6. Calculations of motor starting capability with maximum available load online when largest available motor is started. These calculations shall be certified by an authorized representative of the engine-generator set manufacturer.
   7. Calculations of the maximum non-linear load capability of the engine-generator set. These calculations shall be certified by an authorized representative of the engine-generator set manufacturer.

8. Schematic wiring diagram for automatic start/stop control and for alarm annunciation. This shall include relaying and wiring required to open and close intake and exhaust louvers and to start and stop exhaust and supply air fans.

1.6 FACTORY TESTING

A. The performance of the engine-generator set shall be tested as a unit at the factory and a performance chart shall be supplied to the Engineer indicating the results as to the sets full load ratings, voltage and frequency regulation.

PART 2 – PRODUCTS

2.1 ENGINE-GENERATOR RATING

A. The rating of the natural gas engine generator set shall be based on operation of the set when equipped with all necessary operating accessories such as radiator, fan, air cleaners, lubricating oil pump, jacket water heater, generator and exciter regulator.

B. The set shall be rated 437.5 kVA at 0.8 power factor, 350 kW, 480Y/277 volts, 3 phase, 4 wire, 60 Hertz.

C. The above rating shall be for operation at 1000 feet above sea level and an ambient temperature of 120 degrees F. maximum design and 32 degrees F. minimum design.

2.2 ENGINE

A. The engine shall be water-cooled and equipped with engine-driven water pump, lube oil filters, intake air filters, and lube oil cooler.

B. The engine shall be a standard product of the manufacturer who shall be prepared, at the option of the Engineer, to provide evidence that the engine type and design proposed has had a minimum of 5 years field service prior to bid date.

C. The engine shall meet all specifications when operating on a utility natural gas supply furnished at 2 psi on the supply side of a manufacturer’s furnished pressure regulator.

D. Engine and generator operating speed shall be a maximum of 1800 RPM.

E. The engine shall have suitable emission control equipment to ensure that gaseous exhaust emissions do not exceed the limits set forth by Federal, State and local Government regulations. The manufacturer shall obtain all Federal, State and local Government regulations and review it for purposes of verifying the requirements of this installation and submit one copy of this data with shop drawings, along with a statement of the following:

1. The information contained in this submittal includes all emissions regulations applicable to this installation.

2. The information contained in the submittal has been reviewed by the manufacturer and all equipment being supplied is in accordance with those requirements.

Measured levels shall be at manufacturers rated speed and load as measured by recommended practices.

F. The engine shall be equipped with an electronic governor capable of control and speed adjustment to maintain isochronous frequency regulation from no load to full load.

G. The engine shall be furnished with water temperature and oil pressure gauges.

## 2.3 EXHAUST SYSTEM

A. Exhaust piping shall be sized according to the engine manufacturer's recommendations, which shall include increased sizing to compensate for restrictions such as length of run, number and degree of turns, etc.

B. All exhaust pipes shall be schedule 40 stainless steel. Exhaust piping connections at silencer and engine flange, shall be made with gas-tight bolted flange connections.

C. A seamless, stainless steel flexible exhaust piping connection shall be installed between the engine manifold and rigid exhaust piping.

D. The silencer furnished shall be manufactured from stainless steel and rated as "Critical" silencing. Provide side or end inlet arrangement as shown on drawings. The silencer shall be factory tested for gas tightness and shall be so noted in shop drawings.

E. The entire system of exhaust piping shall be tested for gas tightness after installation is complete.

F. The exhaust manifold and piping on or adjacent to the engine shall be guarded against incidental contact by wire or steel mesh guards.

## 2.4 INTAKE SYSTEM

A. The system aspiration air shall be filtered in accordance with manufacturers' recommendations by utilizing dry type filters.

## 2.5 FUEL SYSTEM

A. A fuel pressure regulator shall be provided as required for a 2 psi gas pressure on the line side of the regulator.

B. A flexible fuel line shall be installed between the manufacturer's pressure regulator and the gas supply line to the engine.

C. A fuel strainer along with primary and secondary fuel shut-off valves shall be provided

2.8 COOLING SYSTEM

A. The cooling system shall be sized and controlled to maintain safe operation at 120 degrees F. ambient temperature.

B. The engine jacket water operating temperature shall be thermostatically controlled.

C. The engine shall be equipped with an engine mounted radiator, fan, centrifugal pump for circulation of the engine coolant and accessories as required for a complete system.

2.9 ENGINE JACKET WATER HEATER

A. A factory-installed, thermostatically controlled, electric engine coolant heater shall be provided to ensure a minimum coolant temperature of 100 degrees F. in a minimum room ambient of 32 degrees F. The heater shall be manufactured by Kim, Chromalox, or approved equal, 6000 watts at 208 volts, single phase or of larger wattage if recommended by the engine manufacturer. Where higher wattage is required, the generator supplier shall coordinate with the electrical for additional or increased circuitry.

B. Coolant heaters shall be installed with isolation valves to allow removal of the heater without draining coolant system. Connect heaters with reinforced flexible hoses, and heavy-duty pipe connectors.

2.10 STARTING SYSTEM

A. The engine shall be equipped with a 12 or 24 volt DC electric starting system. Batteries shall be lead-acid having a minimum amp-hour rating capacity to crank the engine for at least 30 seconds at firing speed in the ambient conditions specified under ratings, and to start the diesel engine a minimum of four times without recharging. A battery rack of non-corrosive construction (not wood) shall be provided and all necessary cables and clamps installed.

B. A current limiting battery charger shall be furnished to automatically recharge batteries. It shall include overload protection, silicon diode full wave rectifiers, voltage surge suppressors, DC ammeter, and fused AC input. Amperage output shall be no less than 5 amperes. Battery chargers shall be LaMarche or approved equal.

C. A factory installed, thermostatically controlled, battery heater shall be provided to maintain proper battery temperature as recommended by the battery manufacturer at an ambient temperature of 0 degrees F.

2.11 ENGINE-GENERATOR CONTROL PANEL

A. The control panel shall function to start and stop the engine automatically or manually, to provide visual indication and automatic shutdown of the engine as required for safety control, and to provide all other functions as required for engine generator control for the specific engine furnished.

B. The engine-generator control panel shall be mounted on the engine-generator provided with vibration isolation as required. All wiring connections to terminal strips. The control panel shall of NEMA 1, dead front, construction of 14 gauge minimum steel.

C. A cranking limiter shall be furnished with a four-cycle cranking mode of ten seconds "On" and ten seconds "Off". This cranking cycle shall be controlled by a solid-state timer.

D. The control panel shall contain, but not be limited to, the following equipment:

1. AC Voltmeter, 2% accuracy, 3 1/2" square, with 0-600 volt scale.
2. AC Ammeter, 2% accuracy, 3 1/2" square, complete with current transformers.
3. Selector switch, for simultaneous readings of phase current and voltage on any selected phase of the 3-phase system.
4. Frequency meter, 3 1/2" square, scale 57.5 to 62.5 Hertz.
5. Running time meter, 3 1/2" square, scale in hours, 6 digits, non-reset type.
6. Two - 2 position switches, one for "Test" or "Automatic", one for "Off/Reset" or "On".
7. Battery charger disconnect contact.
8. Engine start control contact (SPDT).
9. Contacts for remote alarms wired to terminal strips.
10. Fault indicators for low oil pressure, high water temperature, overspeed and over crank.
11. Generator run relay to interface with fire alarm system.
12. Generator run relay (relay to close when generator is running).

E. Safety Control: Sensors plus audible and visual pre-alarm warning annunciation shall be provided to indicate the following conditions:

1. Engine temperature above the manufacturer's recommended safe range.
2. Lubrication oil pressure is below the manufacturer's recommended safe range.

If the above conditions continue to a dangerous level, or a condition of over crank or overspeed occurs, the engine shall automatically be shut down and a visual signal shall indicate the reason. The unit shall have a reset/off switch to silence the audible alarm, however, visual indication will remain until the malfunction is corrected. If a subsequent malfunction occurs, the audible alarm will resound. Sensors shall be furnished to provide the following additional annunciation at the engine controller:

1. Generator under load (visual only).
2. Low jacket water temperature-less than 70 degrees F. (audible and visual).
3. Battery malfunction (visual only).

F. The engine-generator set shall be provided with a communications module to provide all alarms and status via open-protocol (non-proprietary) language (ModBus, etc.).

## 2.12 GENERATOR CIRCUIT BREAKER

A. Generator circuit breaker shall be molded-case construction, 100% rated, stationary-mounted unit. Circuit breaker shall be rated 600 volts, with minimum interrupting rating of

B. 25,000 symmetrical RMS amperes at 480 volts, and shall be Square D, Siemens, or prior-approved equal.

C. The breaker shall be manually operated, normally closed, for future installation of kirk-keys.

D. Generator circuit breaker shall be unit-mounted in a NEMA 1 enclosure. The circuit breaker enclosure shall be sized in accordance with NEC, UL and NEMA requirements.

E. Provide breaker with auxiliary contact, wired to operate the “Generator Breaker Open” alarm condition.

## 2.13 REMOTE ALARM ANNUNCIATOR

A. A flush mounted annunciator shall be located as shown on plans. The remote alarm annunciators shall give, at a minimum, the following audible and visual alarm signals:

1. Generator under load (visual).
2. Over-crank.
3. Low oil pressure.
4. High engine temperature.
5. Low jacket water temperature.
6. Battery malfunction (visual).
7. Overspeed.
9. Generator circuit breaker open.

B. The annunciator shall contain appropriately marked lamps, an audible signal, a lamp test button and a signal silence switch. The annunciator shall meet the latest requirements of NFPA 110.

## 2.14 GENERATOR

A. The generator shall be single-bearing, open drip-proof, self-ventilated, continuous-duty, synchronous, brushless, revolving field type. Excitation shall be brushless static excitation system, with PMG pilot exciter. The rotor shall be coupled directly to the engine flywheel through a semi-flexible driving flange to ensure permanent alignment. The generator housing shall bolt directly to the engine flywheel housing. The rotor shall be supported by

a single ball bearing and shall be dynamically balanced up to 25% overspeed. The field shall be equipped with full amortsseur windings. The generator shall conform to NEMA and IEEE standards.

B. Vibration of the generator when mounted on the set shall not exceed 0.005 inch peak-to-peak amplitude when measured at the front and rear of the generator housing during steady-state operation at any load.

C. The output voltage total harmonic content shall not exceed 5 percent of the fundamental, or 3 percent for any single harmonic.

D. Generator windings shall be copper. Winding insulation shall be Class F, with maximum winding temperature rise of 105 degrees C above 40 degrees C ambient. Winding insulation system shall utilize heavy film insulation in both rotor and stator coils, and coils shall be vacuum impregnated with epoxy resin after coil winding process. Insulation shall have a 30 year shelf life and a minimum of 10,000 hours of dynamic life at full load. Other mechanical parts shall be designed for a minimum of 10,000 hours of full-load life.

E. The generator shall be rated 437.5 kVA, 350 kW, at 0.8 PF, 480Y/277 volts, 3 phase, 4 wire, 60 Hz at 1800 RPM.

F. The generator shall be capable of supporting 300% rated current for up to 10 seconds, to cause operation of overcurrent protective devices when a short circuit occurs.

G. The generator shall be manufactured by Caterpillar, Cummins, Taylor, or prior-approved equal.

## 2.15 VOLTAGE REGULATION

A. The voltage regulator shall be of solid-state design and mounted in the generator control panel. The voltage regulator shall be powered from the PMG pilot exciter and shall be protected from damage if the engine operates at other than rated RPM.

B. The voltage regulator shall maintain generator output voltage within the following limits:

1. +0.5% maximum voltage variation at any constant load from no load to full load, and between no-load steady state and full-load steady state.
2. 20.0% maximum voltage dip on one-step addition of 0.8PF full load. Maximum recovery time 5 seconds.
3. 5.0% maximum voltage change on removal or addition of load increment of 25% of set rating, 0.8PF, from no load to full load. Maximum recovery time 1 second.

C. The voltage regulator shall be three-phase sensing and shall have all necessary CT's and circuitry as required to force generator field to cause operation of overcurrent protective devices during short circuit condition. The voltage regulator shall be protected from damage if generator operates at other than rated speed.

D. The voltage regulator/generator system shall be provided with all required equipment to limit radio frequency interference to within military specifications STD-461A.

E. The voltage regulator shall be manufactured by Caterpillar, Basler, Marathon, or approved equal, compatible with generator.

2.16 ELECTRIC PLANT MOUNTING

A. The set shall be mounted on a welded base which shall provide suitable mounting on any level surface.

B. Compression spring vibration isolators, sized in accordance with the manufacturer's recommendations, shall be installed between the base and concrete mounting pad.

C. An engine-generator frame grounding lug shall be supplied.

2.17 ENGINE-GENERATOR HOUSING

A. The engine-generator set shall be furnished complete with Level 2 sound-attenuating, weatherproof housing. Side, front and rear panels shall be removable for access. All louvers used shall be designed to prevent the entry of water into the housing while the engine is idle or while running. The housing shall be tamperproof and approved for use by the engine manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION OF EQUIPMENT

A. All equipment shall be properly supported.

B. Installation shall be according to the manufacturer's recommendations and shall be done in a neat workmanlike manner. The generator set shall be installed under the supervision of a factory trained service man.

3.2 WIRING

A. All wiring shall conform to manufacturers' wiring diagrams and shall be installed in a neat manner and in accordance with all other sections of the specification. All control wiring shall be stranded and terminated with ring terminals.

3.3 MOUNTING FOUNDATION

A. A steel reinforced, concrete mounting foundation shall be provided for unit mounting and vibration damping.

3.4 FRAME GROUNDING

A. The engine-generator set frame grounding lug shall be bonded to the building grounding system with an insulated, 1/0 stranded, copper grounding electrode conductor.

B. Connection of the grounding conductor to the driven ground rod shall be Cadwell.

3.5 TESTS

A. The performance of the generator set shall be factory tested, as to the sets full power rating, voltage and frequency regulation. A copy of the above performance charts shall be supplied to Engineer.

B. After field installation, notification shall be given to the Engineer of readiness for testing and the intention of time of test start.

C. The following tests shall be conducted:

1. Two (2) hour set up period utilizing load banks to check out wiring, plumbing, controls, transfer switches, derangement panels.
2. Six (6) hour full load test to establish horsepower and operation test requirements as set for in this specification.

All necessary fuel and equipment for the test, including load banks, shall be furnished as part of this contract.

D. Tests which fail at any time during the total eight-hour testing period shall be restarted from the beginning after necessary repairs are made. The manufacturer shall submit a complete report of any failed test to the Engineer which clearly states the reason(s) for test failure and corrective action taken.

E. A certificate stating date unit tested, by whom and that installation is complete and correct shall be forwarded to Engineer before acceptance of unit. Testing shall be in full compliance with the latest requirements of NFPA 110 and shall be so documented in submitted test reports.

F. Upon completion of testing, an engine oil sample shall be taken and submitted to a recognized testing lab for a complete engine oil analysis. The results of this analysis shall be submitted to the Engineer for review. Engines which indicate abnormal wear or improper operation shall be repaired and completely retested with load bank and oil analysis.

G. Any engine-generator set found to be incapable of delivering full rated load shall be removed and replaced with a larger unit at no additional expense to the owner.

3.6 OPERATIONS AND MAINTENANCE INSTRUCTION

A. At the completion of the job, the generator supplier shall turn over to the Owner:

Three (3) sets of all equipment catalogs.

Three (3) sets of shop drawings on all equipment requiring same.

Three (3) sets of all equipment maintenance data including wiring diagrams, schematic drawings, circuit descriptions and technical data sheets for each component. Wiring diagrams shall include terminal location and identification.

Three (3) sets of essential system interconnection drawings.

Engine-generator replacement parts list and ordering information.

Special tool list and ordering information.

Periodic maintenance schedules.

Engine oil analysis report.

Spare filters.

Spare lamps.

Spare fuses.

B. A factory-authorized technician shall instruct the Owner's representative in the proper operation and maintenance of the equipment installed. The above noted information shall be available for review during the instructional meeting so that questions regarding the data can be resolved at that time.

END OF SECTION

# SECTION 26 36 23
# AUTOMATIC LINE TRANSFER SWITCHES

## 1.00 GENERAL

### 1.01 SCOPE

A. Furnish and install automatic line transfer switches, as shown on the drawings and specified herein.

B. Automatic line transfer switches shall be equipped with necessary controls for proper automatic starting, stopping, and transfer of the legally required loads to the generator upon normal power failure and retransfer upon restoration of normal power.

C. The exact number, amperage and voltage of switches required shall be as indicated on the drawings.

D. The complete emergency generation system for this facility is as specified in this section and sections 26 33 13.13 of these specifications. All equipment and work specified in this section shall be coordinated with other pertinent sections.

### 1.02 GENERAL DESCRIPTION

A. Automatic line transfer switches shall continuously monitor the electric utility, or "normal", source of electrical service to the switch and, upon failure of the normal service, shall operate automatically to signal the engine-generator to start, monitor the alternate service and, once it has reached proper operating voltage and frequency, automatically transfer the connected electrical load to the alternate electrical service. The transfer switch shall then automatically retransfer the connected electrical load to the normal electrical service once it has returned to proper operating voltage and frequency and signal the engine-generator to stop.

B. Each automatic transfer switch shall be a complete, continuous duty, integral assembly, of metal enclosed, dead front, type construction. All components shall be coordinated both electrically and mechanically to ensure operation as specified.

C. Each automatic transfer switch assembly shall be factory-wired and assembled so that only the external circuit connections will have to be made at the construction site.

### 1.03 OPERATION

A. Operation of automatic line transfer switches shall be such that all phases are monitored. In the event of normal source voltage failure, or an excessive drop in voltage, contacts for remote engine generator start-stop controls shall close. A time delay on the engine start contact closure

shall be provided to override momentary normal source power outages. Once the emergency power source reaches the selected voltage and frequency, the transfer switch shall transfer to the emergency position automatically. Re-transfer to the normal source shall have an adjustable time delay with a subsequent unloaded engine-generator running time. If the emergency source fails during the time delay, it shall be bypassed and the transfer switch shall immediately transfer the load to normal power.

C. Transfer switches for the electrical systems shall be marked as follows and shall have time delay on transfer to emergency as noted.

1. Critical Branch - Marked "CR" with no time delay on transfer. Transfer from a deenergized normal bus to the emergency system shall be open transition.

2. Equipment Branch - Marked "EQ" with 15 second time delay on transfer. All transfers between sources shall be open transition.

## 1.05 STANDARDS

A. Transfer switches, in addition to the requirements specified herein, shall conform with the latest requirements of NFPA, NEMA, and shall be listed by U.L. Standard 1008.

## 1.06 SERVICE

A. The manufacturer shall have a factory trained, authorized service organization capable of providing quality service and replacement parts. Service shall be available on a 24-hour seven day a week basis with a normal response time not to exceed eight (8) hours between receipt of a request for service and arrival of service personnel at the jobsite. Replacement parts shall be identical to those provided by the original manufacturer.

## 1.07 CLEARANCE WITH UTILITIES

A. Where the electric utility company has requirements for the installation and/or use of emergency or standby generation and automatic transfer switching equipment for services connected to their system, it shall be the specific responsibility of the automatic line transfer switch manufacturer to comply with such requirements and to obtain any and all necessary equipment approvals from that utility.

## 1.08 MANUFACTURER

A. Transfer switches shall be manufactured by ASCO

1.09 SUBMITTAL

A. Submittal data on the transfer switch shall include but not be limited to all required data such as amperage, control options, enclosure type, terminal layouts, wiring diagrams, and physical details. Submittal data shall include detailed schematic and theory of operation of controls.

B. Any deviation from specified items with regard to the Transfer Switch shall be submitted for prior approval of Engineer.

2.00 PRODUCTS

2.01 RATINGS

A. Each automatic line transfer switch shall be rated for continuous duty when enclosed in a non-ventilated NEMA-1 enclosure. Ratings shall be for all classes of load including inductive and non-inductive at 600 volts and tungsten lamp load at 250 volts.

B. The transfer switch unit shall be rated in amperes for total system load as required by UL-1008.

2.02 ENCLOSURE

A. Each transfer switch, with its auxiliary equipment, shall be built into a NEMA standard control cabinet constructed of not less than Code gauge steel.

B. Enclosure doors shall be hinged, with three-point latch and lockable handle.

C. Enclosures for switches up to 800 amperes shall be wall mounted, NEMA 1 non-ventilated.

2.03 SWITCH MECHANISM

A. The switch mechanism shall be double throw, electrically operated, mechanically held, by utilizing a momentarily energized, electrical operator. The complete time of transfer shall not exceed 1/6 second.

B. Solenoid operating current for transfer shall be obtained from the source to which the load is to be transferred.

C. Mechanical and electrical interlocks shall prevent normal and emergency sources from energizing the load at the same time.

D. Main contacts shall be silver alloy with wiping action and protected by arcing contacts.

E. The switch mechanism shall be capable of assuming a neutral position during transfer. During the open transition, the duration of this neutral positioning shall be determined by a program

transition module which permits adjustment from 0 to 60 seconds.

F. Shaft mounted auxiliary contacts, rated 10 amperes, 480 volts, 60 Hz., shall be provided.

G. A manual operator shall be provided to permit manual transfer in either direction in the event of failure of the electrical operator.

2.04 CONTROL PANEL

A. The transfer switch control panel shall be isolated from the switch mechanism and easily removable from the enclosure by means of plug connectors. The control panel shall have a protective cover.

B. Sensing and control logic shall be solid state, mounted on plug-in printed circuit boards. Interfacing relays shall meet NEMA and IEEE test standards for industrial type control relays. Auxiliary relays shall be 10 ampere (minimum) plug-in type with dust covers.

C. The control panel shall provide the following field adjustable functions:

1. Full phase close differential voltage monitoring of the normal source. A fixed time delay of 0.5 seconds to permit a ride through of momentary voltage surge or dips.

   Drop out voltage sensing from 75% to 98% of the pick-up voltage value, factory set at 90%

   Pick-up voltage sensing from 85% to 100% of nominal, factory set 95%.

2. Time delay on engine starting contacts from 0.5 to 6 seconds to override power dips, factory set at 1 seconds.

3. Lock out sensing to prevent transfer until source reaches adequate voltage and frequency, each independently field adjustable.

   Pick-up voltage sensing from 85% to 98% of nominal, factory set 90%.

   Frequency pick-up sensing from 85% to 98% of nominal, factory set 95%.

4. Time delay on transfer to emergency source set as noted above.

5. Time delay on retransfer to normal of 0 to 30 minutes, factory set at 30 minutes.

6. Unloaded engine run time delay of 0 to 10 minutes after retransfer to normal, factory set at 5 minutes.

2.05 STANDARD ACCESSORIES

A. The following standard accessories shall be provided as a part of each automatic line transfer switch.

1. Solid state metering displays consisting of AC voltage, AC amperes, and frequency.

2. Two or three (3) wire start controls, as required, to interface with the engine-generator set(s).

3. Light emitting diodes to indicate switch position and available service.

4. Test switch mounted in trim of enclosure to simulate a normal power failure.

5. Pushbutton on enclosure trim to by-pass time delay on retransfer to normal.

6. Two (2) sets of auxiliary contacts, one (1) to close on normal and one (1) to close on emergency (mounted on same shaft with main contacts).

7. Disconnect switch in series with engine starting contacts for maintenance.

2.06 CABLE CONNECTIONS

A. All cable connections to bus shall be made with solid copper, long barrel, two-hole, compression-type lugs, T&B 54800 series, or approved equal by Burndy, size as required by cable, and shall be crimped with tool as recommended by the lug manufacturer. Lugs shall be bolted to bus with two full-size bolts and nuts, with lock washers.

3.00 EXECUTION

3.01 INSTALLATION

A. Installation shall be in a neat and workmanlike manner.

B. Transfer switches shall be properly supported. Additional wall and/or floor support shall be provided if required.

3.02 ENGINE-GENERATOR CONTROL INTERFACE

A. Each automatic transfer switch shall be individually capable of starting the engine-generator sets.

B. Engine-generator start-stop controls shall be coordinated with the requirements of the engine-generator set and all necessary relaying and wiring shall be provided.

END OF SECTION 26 36 23

**BID PROPOSAL FORM**
(submit in duplicate)

**PROJECT:** Vestavia Hills Essential Power Alternations

**OWNER:** City of Vestavia Hills

**GENERAL CONTRACTOR:** Crosby Electric Company

In compliance with the Bidding Documents, the undersigned, in making this proposal, represents the following:

1. He has read and understands the Bidding Documents, and this proposal is made in accordance therewith;

2. He has visited the project site, has familiarized himself with the local conditions under which the Work is to be performed, has reviewed utility documents pertaining to this Project prepared by others, and has correlated his observations with the requirements of the Construction Documents;

3. He has included in his proposal the cost of all labor, material and items required for the proper execution and completion of the Work during construction;

4. He is licensed and qualified under the laws of the State of Alabama to perform the quantity and type of work shown on the proposed Contract Documents.

5. The bid does **not** include sales tax.

The undersigned agrees to furnish all materials, labor, equipment, supervision, bonds, insurance, licenses, and other services required for construction of the Work in accordance with the Drawings and Specifications **for the Vestavia Hills Essential Power Alterations prepared by REG dated February 20, 2025, including Addenda:**

No. 1, dated 5/13/25 No. ___, dated _____ No. ___, dated _____ No. ___, dated _____

No. ___, dated _____ No. ___, dated _____ No. ___, dated _____ No. ___, dated _____

**BASE BID:** One Million Three Hundred Ninety Nine Thousand Seven Hundred Seventy Seven Dollars _____ Dollars ($ 1,399,777.00 ).

**COMPLETION DATE:** See Section 01 1000 Summary.

**THE UNDERSIGNED AGREES TO THE FOLLOWING:**

1. This Proposal will not be modified, withdrawn or canceled during the 60-day period following the time and date designated for the receipt of bid.

2. The Owner reserves the right to waive any informality in any bid, or to reject any or all bids, in whole or in part, and to accept the bid most advantageous to the Owner, should it be deemed in his best interest to do so.

3. The cost submitted on the virtual bid proposal governs in the event of a discrepancy between the uploaded bid proposal and the virtual proposal.

Signed and sealed this 14th day of May, 2025.

Name of Bidder: Crosby Electric Company

By (Name/Title): Blake Sayers General Manager

AL Registration #: 63-0637831 Classification # 238210

Business Address: 6012 E Shirley Lane Montgomery, AL 36117

(CORPORATE SEAL)

STATE OF Alabama )

COUNTY OF Bullock )

Sworn to and subscribed before me
this 14th day of May, 2025.

(Notary)
My Commission Expires:

KENNETH ALTON CROSBY II NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires 02/09/2027 Comm. No. 2860

CROSBY ELECTRIC COMPANY INC. ALABAMA

**SECTION 00 6020**

**BID FORM – ATTACHMENT A: ACCOUNTING OF SALES TAX**

To: City of Vestavia Hills (Awarding Authority) Date: 5/14/25

NAME OF PROJECT: Vestavia Hills Essential Power Alterations

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

| | ESTIMATED SALES TAX AMOUNT |
|---|---|
| BASE BID: | $ 84,000 |

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder: Crosby Electric Company LLC

Mailing Address: P.O. Box 240368 Montgomery, AL 36124

* By (Legal Signature): [signature]

* Name (type or print): Blake Sayers (Seal)

* Title: General Manager Birmingham

Telephone Number: (334) 272-2085

**END**

# CITY OF VESTAVIA HILLS
# NEW VENDOR APPLICATION FORM

VENDOR INFORMATION

| **BUSINESS NAME** as shown on Federal Tax Return | | **DATE SUBMITTED** |
|---|---|---|
| Crosby Electric Company, LLC. | | 05/12/2025 |
| **DBA NAME** if applicable / (doing business as) | | **TAX ID NUMBER** FEIN OR SSN |
| Electrical Contractor | | 630-63-7831 |
| **CONTACT/TITLE** | **DESCRIPTION OF BUSINESS ACTIVITY** | |
| Blake Sayers | General Manager | |
| **VENDOR MAILING ADDRESS** | | |
| PO Box 240368 Montgomery, AL 36124 | | |
| **VENDOR PHYSICAL ADDRESS** if different from address above | | |
| 6012 E Shirley Lane Montgomery, AL 36117 | | |
| **PHONE** | **FAX** | **VENDOR EMAIL** |
| (334) 272-2085 | | ap@crosbyelectric.com |
| **PAYMENT TERMS:** | **PAYMENT TERMS ADDITIONAL INFORMATION:** | |
| NET 30 | | |

ORGANIZATION TYPE

| | | | | | |
|---|---|---|---|---|---|
| ○ | Corporation | ○ | Individual / Sole Proprietor | ○ | Joint Venture |
| ● | LLC | ○ | Partnership / Limited Partnership | ○ | Non-Profit |

DEPARTMENT

| | | | | | |
|---|---|---|---|---|---|
| ○ | Building Safety | ○ | City Clerk | ○ | City Manager |
| ○ | Finance | ○ | Fire Department | ○ | Municipal Court |
| ○ | Parks & Recreation | ○ | Planning & Zoning | ○ | Police |
| ○ | Public Library | ○ | Public Works | ● | Other |

| **DEPARTMENT HEAD SIGNATURE:** | **SENIOR REVENUE EXAMINER SIGNATURE:** | **FINANCE DIRECTOR SIGNATURE:** |
|---|---|---|
| | | |

| FINANCE DEPARTMENT USE ONLY | **VENDOR NUMBER** | **DATE RECEIVED** | **BUSINESS LICENSE NUMBER** |
|---|---|---|---|
| | | | |

**Completed W-9 form is required with vendor form. Submitted vendor forms missing a completed W-9 form will not be processed.**

**Certificate of compliance and E-Verify MOU (http://immigration.alabama.gov/docs/Memorandum-of-Understanding.pdf) is required for all applicable vendors.**

**Send Original to Finance**

**Retain a copy for department records**



**rev. 2/28/2022**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Crosby Electric Company, LLC

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**5** Address (number, street, and apt. or suite no.). See instructions.

6012 E. Shirley Lane (P.O. Box 240368, 36124)

**6** City, state, and ZIP code

Montgomery, AL 36117

Requester's name and address (optional)

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 6 | 3 | – | 0 | 6 | 3 | 7 | 8 | 3 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

**Sign Here** **Signature of U.S. person** Allie B. Stanford **Date** 01/21/2025

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# CITY OF VESTAVIA HILLS
# PUBLIC SERVICES
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Lori Beth Kearley, Public Services Director

**Cc:** Ethan Fisher, City Engineer
Rebecca Leavings, City Clerk

**RE:** Resolution Number 5577- A Resolution Authorizing The City Manager To Execute A MB-05 Alabama Department Of Transportation Agreement For Grading And/Or Landscaping On Right-Of-Way And A MB-07 Special Agreement For Installation Of Drainage Structures Alabama Department Of Transportation Highway Right-Of-Way

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**Background:**
Engineering is working with its consultant, Environmental Design Studio, to prepare a bid package for the Highway 31 Gateway project that is proposed to advertise for bid in the upcoming months. The project was identified as a 2025 Strategic Plan action and includes the following: grading and drainage improvements along the east side of Highway 31 just north of the I-65 off ramp, a new retaining wall/gateway sign on the east side of Highway 31, and a smaller Vestavia Hills sign on the west side of Highway 31.

The construction plans include work within the Alabama Department of

Transportation (ALDOT)'s right-of-way. For the City to engage in that work, the City is required to enter into the applicable agreements with ALDOT which include: Form MB-05 Agreement for Grading and/or Landscaping on Right-of-Way and Form MB-07 Special Agreement for Installation of Drainage Structures on Highway Right-of-Way. We are seeking the City Council's approval of these agreements to allow these improvements to be constructed.

Bid acceptance and allocation of funding is not included in this request and will be presented at a later time.

**Recommendation:**
I recommend that the City of Vestavia Hills enter into these two agreements with ALDOT in order to allow the Highway 31 Gateway improvement project to be approved through ALDOT for construction.

**Fiscal Impact:**
Execution of the Agreements does not have budgetary impacts.

**Attachments:**
1. Resolution 5577
2. MB-05
3. MB-07
4. PH Boone Legal Opinion to Director Lori Beth Kearley July 9, 2025

# RESOLUTION NUMBER 5577

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MB-05 ALABAMA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR GRADING AND/OR LANDSCAPING ON RIGHT-OF-WAY AND A MB-07 SPECIAL AGREEMENT FOR INSTALLATION OF DRAINAGE STRUCTURES ON ALABAMA DEPARTMENT OF TRANSPORATION HIGHWAY RIGHT-OF-WAY**

**WHEREAS**, the City of Vestavia Hills is desirous of a southern gateway into the City; and

**WHEREAS**, to accomplish this gateway, certain improvements are needed on the Alabama Department of Transportation ("ALDOT") rights-of-way ("ROW"); and

**WHEREAS**, ALDOT has submitted a MB-05 agreement entitled "Alabama Department of Transportation Agreement for Grading and/or Landscaping on Right-of-Way" ("Agreement MB-05") for needed grading and landscape improvements in the ALDOT ROW areas of Montgomery Highway, a copy of which is marked as Exhibit A, attached to and incorporated into this Resolution Number 5577 as if written fully therein; and

**WHEREAS**, ALDOT has submitted a MB-07 agreement entitled "Alabama Department of Transportation Special Agreement for Installation of Drainage Structures on Highway Right-of-Way" "Agreement MB-07") for needed drainage improvements on said ALDOT ROW, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution Number 5577 as if written fully therein; and

**WHEREAS**, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to execute and deliver said Agreement MB-05 and Agreement MB-07 as detailed in the attached Exhibits A and B.

**NOW, THEREFORE, 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 Agreement MB-05 and Agreement MB-07 as detailed in the attached exhibit and take all actions necessary in order to secure the needed improvements at the proposed southern gateway to the City; and
2. This Resolution Number 5577 is effective immediately upon adoption and approval.

**DONE, ORDERED, ADOPTED and APPROVED** this the 14th day of July, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

# ALABAMA DEPARTMENT OF TRANSPORTATION
# AGREEMENT FOR GRADING AND/OR LANDSCAPING
# ON RIGHT OF WAY

County **Jefferson**

Route Number **AL-3**

Milepost **266.34 - 266.42**

***FOR OFFICIAL USE ONLY***
**DATE RECEIVED FROM APPLICANT: ___/___/_____**
**PERMIT NUMBER: _____**

Bonding Agency **N/A** Bond Number **N/A**

Associated Permits and/or Documents **MB-07**

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **City of Vestavia Hills**, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: **Grading, landscaping and drainage improvements along the easterly intersection of AL-3 and the I-65 northbound exit ramp. These improvements are related to a new City of Vestavia Hills entry sign/wall that will be constructed off of the ALDOT right-of-way.**

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $_____ (Bond Number: _____**N/A**_____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, 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 APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT 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 APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

☐ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20_____.

_____
Legal Name of Applicant

WITNESS:

_____ By: _____
Authorized Signature and Title for Applicant

_____
Typed or Printed Name of Signee

_____
Address Line 1

_____
Address Line 2

_____
Telephone Number

***FOR OFFICIAL USE ONLY***

**RECOMMENDED FOR APPROVAL:**

| | | | |
|---|---|---|---|
| DISTRICT: | _____ | _____ | _____ |
| | Printed Name | Signature | Date |
| AREA: | _____ | _____ | _____ |
| | Printed Name | Signature | Date |
| REGION: | _____ | _____ | _____ |
| | Printed Name | Signature | Date |

**APPROVED:**
**ALABAMA DEPARTMENT OF TRANSPORTATION**
**ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR**

**(PLEASE CHECK APPROPRIATE BOX)**

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

| | | | |
|---|---|---|---|
| **By:** | _____ | _____ | _____ |
| | Printed Name | Signature | Date |

**ALABAMA DEPARTMENT OF TRANSPORTATION**
**SPECIAL AGREEMENT FOR**
**INSTALLATION OF DRAINAGE STRUCTURES ON HIGHWAY RIGHT-OF-WAY**

County **Jefferson**

Route Number **AL-3**

Milepost **266.34 - 266.42**

***FOR OFFICIAL USE ONLY***
**DATE RECEIVED FROM APPLICANT: ___/___/_____**
**PERMIT NUMBER: _____**

Bonding Agency **N/A** Bond Number **N/A**

Associated Permits and/or Documents **MB-05**

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **City of Vestavia Hills**, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in **Jefferson** County, Alabama, on the maintenance section being designated as _____, and consisting approximately of the following **new concrete flume and storm piping.**.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. ALDOT hereby permits to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on plans previously submitted to and approved by ALDOT, which plans are hereby made a part of this Agreement by reference.

2. All work shall be subject to the inspection and approval of ALDOT, and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt or equipment on the shoulders or pavement and, in event of multi-lane highways, in the median strips. The pavement will be kept free, by the APPLICANT, from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

7. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

8. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMP's into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

9. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

10. If hazardous material is encountered in the execution of this Agreement, it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

11. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

13. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

14. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

15. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $_____ (Bond Number: _____**N/A**_____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

16. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☒ If the applicant is an incorporated municipality or gas districts then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, 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 APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT 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 APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

☐ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

17. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

18. This Agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

19. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20_____.

_____
Legal Name of Applicant

WITNESS:

_____ By: _____
Authorized Signature and Title for Applicant

_____
Typed or Printed Name of Signee

_____
Address Line 1

_____
Address Line 2

_____
Telephone Number

***FOR OFFICIAL USE ONLY***

**RECOMMENDED FOR APPROVAL:**

DISTRICT: _____ _____ _____
Printed Name Signature Date

AREA: _____ _____ _____
Printed Name Signature Date

REGION: _____ _____ _____
Printed Name Signature Date

**APPROVED:**
**ALABAMA DEPARTMENT OF TRANSPORTATION**
**ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR**

**(PLEASE CHECK APPROPRIATE BOX)**

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

**By:** _____ _____ _____
Printed Name Signature Date

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

**E-Mail: patrickboone@bellsouth.net**

July 9, 2025

By Electronic Mail

Lori Beth Kearley, P.E.
Public Services Director
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Proposed ALDOT Agreements for U.S. Highway 31 Entrance Wall/Gateway Sign

Dear Director Kearley:

This letter confirms and supplements our telephone conversation this morning regarding the above matter. Following our talk, you sent to me via electronic mail the following contracts by and between Alabama Department of Transportation ("ALDOT") and the City of Vestavia Hills, Alabama ("City") with a request that I review them and provide you with my written legal opinion:

**1.** Form MB-05 (Revised May 2017)--Agreement for Grading and/or Landscaping on Right of Way ("Agreement").

**2.** Form MB-07 (Revised May 2017)—Special Agreement for Grading and/or Installation of Drainage Structures on Highway Right-of-Way ("Special Agreement").

The purpose of this letter is to comply with your request.

## I. FACTS

The City of Vestavia Hills, Alabama ("City") wants to construct and install an entrance wall/gateway sign at the south end of the City along Highway 31 South on property owned by FAM Properties, LLC, an Alabama limited liability company ("Fam").

On April 14, 2025, the City Council enacted Ordinance Number 3269 authorizing the execution and delivery of an Agreement by and between the City and Fam ("easement agreements"). The easement agreements provide that Fam grants to the City, without any charge whatsoever, the following three easements:

**A.** Temporary Construction Easement.

**B.** Non-Exclusive Temporary Maintenance Use Easement.

**C.** Permanent Use and Maintenance Easement.

The Easement Agreement was filed in the office of the Judge of Probate of Jefferson County, Alabama on April 21, 2025 and recorded at AL039 Instrument #2025037331.

In order to construct and install the entrance wall/gateway sign, it is necessary that the City perform or cause to be performed the following work on the public right-of-way of Highway 31 South for:

**1.** Grading, landscaping and drainage improvements along the eastern intersection of AL-3 and the I-65 northbound exit ramp. These improvements are related to a new Vestavia Hills entrance wall/gateway sign that will be constructed off of the ALDOT right-of-way; and

**2.** Construction and installation of new concrete flume and storm piping.

ALDOT requires the City to execute and deliver the associated permits and/or documents (Forms MB-05 and MB-07) prior to the commencement of the work.

## II. LEGAL OPINION

I approve the Agreements from a legal standpoint without any changes whatsoever.

## III. BASIS FOR LEGAL OPINION

**A.** I am not concerned with the indemnification provisions set forth in section 16 on page 3 of the MB-05 and section 20 on page 3 of the MB-07 for the following reasons:

**1.** **ALDOT Has Absolute Immunity From Lawsuits:** ALDOT, as a state agency, is absolutely immune from suit. *Ex parte Alabama Dep't of Transp.*, 978 So.2d 718, 721 (Ala.2007) ("ALDOT is a State agency…and, therefore, is absolutely immune from suit."). Generally, "any exceptions to that immunity extent *only* to suits *naming the proper State official* in his or her representative capacity." *Ex parte Alabama Dep't of Transp.*, 978 So.2d 17, 22 (Ala.2007) (*emphasis added)*

**2. Employees of the State of Alabama Have Discretionary Function Immunity:** The Supreme Court of Alabama has ruled that employees of the State of Alabama have discretionary immunity (*Ex parte Cranman,* 792 So.2d 392 (Ala.2000)). This simply means that a state agent shall be immune from civil liability in his or her personal capacity when the conduct made the basis of the claim against the agent is based upon the agent's (1) formulating plans, policies, or designs, or (2) exercising his or her judgment in the administration of the department or agency of government, including, but not limited to, examples such as making administrative adjudications, allocating resources, negotiating contracts, or hiring, firing, transferring, assigning, or supervising personnel; or (3) discharging duties imposed on a department or agency by statute, rule, or regulation, insofar as the statute, rule, or regulation prescribes the manner for performing the duties and the State agent performs the duties in that manner.

**B.** All contracts must be approved by a resolution or ordinance enacted by the City Council (*Van Antwerp, et al v. Board of Commissioners of City of Mobile, et al,* 217 AL 201, 115 So. 239 (1928); *Town of Boligee v. Greene County Water and Sewer Authority,* 277 So.3d 1166 (2011)). All contracts must be signed by:

**1.** The Mayor (Title 11-43-83, *Code of Alabama, 1975);* and the

**2.** City Manager (Title 11-43-21(7), *Code of Alabama, 1975).*

It is my understanding that the City Council will consider the two agreements (MB-05 and MB-07) at its meeting scheduled for July 14, 2025.

## IV. MY RECOMMENDATIONS

I anticipate that the grading, landscaping and drainage improvement work will be performed by a general contractor pursuant to the bidding requirements of the Alabama Public Works Law set forth at Title 39-2-2, *Code of Alabama, 1975.*

I recommend in all cases when the City of Vestavia Hills, Alabama performs construction on state right-of-way pursuant to an Agreement with ALDOT that the General Contractor and City execute and deliver an Addendum to the Construction Contract and General Conditions requiring the General Contractor to, in substance:

**A.** Indemnify the City, public officials and employees; and

**B.** Name ALDOT and its employees and the City, public officials and employees as additional insureds on the General Contractor's general comprehensive liability and umbrella insurance policies.

**C.** Comply with all of the requirements of the MB-05 and MB-07 ALDOT Agreements.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Very truly yours,

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp
cc: City Manager Jeffrey D. Downes (by e-mail)
City Clerk Rebecca Leavings (by e-mail)
Administrative Assistant Melissa Hipp (by e-mail)

# CITY OF VESTAVIA HILLS
# CITY CLERK
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Rebecca Leavings, City Clerk

**Cc:**

**RE:** Public Hearing - Resolution Number 5576 - A Resolution for Vacation of a lot-line easement at 7612 Gunston Place; Lot 49, Old Overton Ridge; Richard Mullen, Owner

---

**Background:**
A new home is proposed for 7612 Gunston Place; Lot 49, Old Overton Ridge. However, the topography of the lot is difficult so the home needs to be adjusted toward the side of the lot. In order to do this and stay within building setbacks, a resurvey was proposed to incorporate acreage adjacent to make the lot larger and allow better topography for the home. This would also mean the vacation of a lot line easement which is built into all lots to utilize for utilities. Letters from all applicable utilities have been received to release this lot line easement.

**Recommendation:**
This request was approved by the Engineering Department with written confirmation from Liberty Park that the acreage to the rear doesn't need a wide access path for accessibility. This has been provided to the City with the resurvey request.

**Fiscal Impact:**
na

**Attachments:**
1. Resolution 5576

# RESOLUTION NUMBER 5576

**A RESOLUTION APPROVING AND ASSENTING TO A DECLARATION OF VACATION**

**WITNESSETH THESE RECITALS**

**WHEREAS**, a Declaration signed by the owners of all the lands abutting the following described lot-line easement situated in the City of Vestavia Hills, Jefferson County, Alabama, vacating said lot-line easement, has been duly presented to the City Council of the City of Vestavia Hills, Alabama, for assent and approval of said governing body; and

**WHEREAS**, a copy of said Declaration with map attached is marked as "Exhibit A", attached hereto and incorporated into this Resolution by reference as though set out fully herein; and

**WHEREAS**, the above-referenced lot-line easement is commonly referred to as "lot-line easement" and is more particularly described as follows:

> Description: 12.5' easement to be vacated lying on the east line of lot 49, according to the Survey of Old Overton Ridge, as recorded in map book 175, page 85, in the Probate office of Jefferson County, Alabama being more particularly described as follows:
>
> Begin at the most easterly corner of lot 49 and the east line of a 12.5' easement; thence run northwest along the east line of said lot 49 and said 12.5' easement a distance of 377.77 feet to the northeast corner of said lot 49; thence turn a deflection to the left of 84°41'50" and run southwesterly along the north line of said lot 49 a distance of 12.55 feet to a point; thence leaving the north line of said lot turn a deflection angle to the left of 95°18'10" and run southeasterly along the west line of a 12.5' easement a distance of 384.09 feet to a point on the southeast line of said lot 49 and the northerly right-of-way of Gunston Place, said point being on a non-tangent curve to the right with a radius of 50.00 feet, with a delta angle of 15°32'39", and a chord length of 13.52 feet and a deflection angle to the left of 112°25'56" to chord; thence run along said curve and said road right-of-way a distance of 13.56 feet to the point of beginning. Said tract of land containing 0.11 acres or 4757 sq.ft., more or less.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA,** that the vacation of the hereinabove described lot-line easement is assented to and approved and the same is hereby vacated pursuant to the provision of Section 23-4-20 of the Code of Alabama, 1975.

**RESOLVED, DONE AND ORDERED,** on this the 28th day of July, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**CERTIFICATION**

I, the undersigned qualified Clerk of the City of Vestavia Hills, Alabama, do hereby certify that the above and foregoing is a true copy of a Resolution lawfully passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 28th day of July, 2025, and that such Resolution is of record in the Minute Book of the City at page _____ thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

# City of Vestavia Hills

**CITY CLERK/PLANNING AND ZONING DEPARTMENT**

1032 Montgomery Highway
Vestavia Hills, AL 35216


## DECLARATION OF VACATION OF EASEMENT

**STATE OF ALABAMA**
**JEFFERSON COUNTY**

We, the undersigned, constituting all of the owners of all property abutting Entire general easement that runs through the Lot. as same appears on the Plat of Old Overton Ridge, which Plat is recorded in Plat Book 175, at Page 85, in the Probate Office of Jefferson County, Alabama, do hereby declare that each of said Plats embraced within the boundaries of said Entire general easement that runs through the Lot. as the same appears of record on the Plat to be vacated, and said Entire general easement that runs through the Lot. is hereby declared vacated. The undersigned do hereby respectfully represent and warrant as follows:

1. This Declaration of Vacation of Entire general easement that runs through the Lot. is prepared, executed, delivered and recorded to and in accordance with the provisions of Section 23-4-20 and Section 35-2-54, Code of Alabama, 1975.

2. It is in the best public interest that Entire general easement that runs through the Lot. be closed and vacated.

3. Such vacation will not deprive other property owners of a convenient and reasonable means of ingress and egress to their property.

4. Said Entire general easement that runs through the Lot. is situated in the City of Vestavia Hills, Jefferson County, Alabama, and appears at 7612 Gunston Pl. A copy of the map reflecting the location of Entire general easement that runs through the Lot. is attached hereto and incorporated into this Declaration of Vacation as a part hereof.

5. The street address and legal descriptions of all property abutting Entire general easement that runs through the Lot. and the names and addresses of the owner of said abutting properties are as follows:

A. Owner's Name: Richard Mullen

Street Address/Legal Description: 3817 Alston Crest;

B. Owner's Name: Richard Mullen

Street Address/Legal Description: 3817 Alston Crest;

C. Owner's Name:

Street Address/Legal Description: ;

C. Owner's Name:

Street Address/Legal Description: ;

6. All of the undersigned do hereby declare Entire general easement that runs through the Lot. to be vacated and respectfully request the assent of the City Council of the City of Vestavia Hills, Alabama, to said vacation of Entire general easement that runs through the Lot..

SIGNATURES ATTACHED.

## OWNER'S SIGNATURE AFFIDAVIT
## VACATION OF EASEMENT PETITION

**IN WITNESS THEREOF**, the undersigned have hereunto set my hand and seal on this the 20th day of June, 2025.

**SIGNATURE OF ABUTTING PROPERTY OWNER:**

*(notary below)*

Signed: Richard Mullen

Printed name of signer: Richard Mullen

**STATE OF ALABAMA**
**JEFFERSON COUNTY**

**GENERAL ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Richard Mullen and _____, whose names are signed to the foregoing Declaration of Vacation, and who are known to me, acknowledged before me on this day that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of June, 2025.

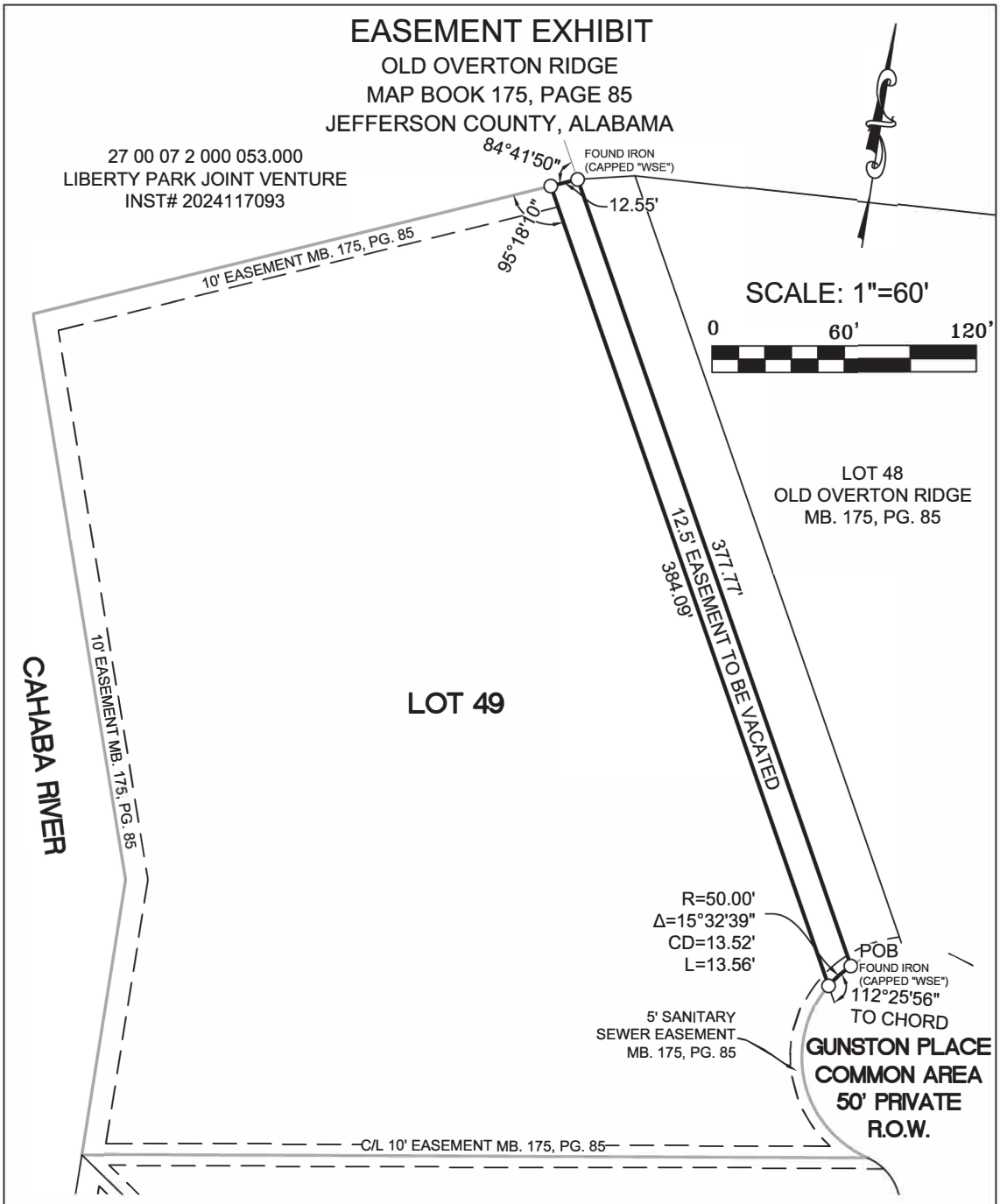
Barbara Perrin
*Notary Public* Exp 6/30/25

BARBARA PERRIN NOTARY PUBLIC ALABAMA STATE AT LARGE

VEAS Number: 25-3 (administrative use only).

# EASEMENT EXHIBIT

OLD OVERTON RIDGE
MAP BOOK 175, PAGE 85
JEFFERSON COUNTY, ALABAMA




DESCRIPTION: 12.5' EASEMENT TO BE VACATED LYING ON THE EAST LINE OF LOT 49, ACCORDING TO THE SURVEY OF OLD OVERTON RIDGE, AS RECORDED IN MAP BOOK 175, PAGE 85, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF LOT 49 AND THE EAST LINE OF A 12.5' EASEMENT; THENCE RUN NORTHWEST ALONG THE EAST LINE OF SAID LOT 49 AND SAID 12.5' EASEMENT A DISTANCE OF 377.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 49; THENCE TURN A DEFLECTION TO THE LEFT OF 84°41'50" AND RUN SOUTHWESTERLY ALONG THE NORTH LINE OF SAID LOT 49 A DISTANCE OF 12.55 FEET TO A POINT; THENCE LEAVING THE NORTH LINE OF SAID LOT TURN A DEFLECTION ANGLE TO THE LEFT OF 95°18'10" AND RUN SOUTHEASTERLY ALONG THE WEST LINE OF A 12.5' EASEMENT A DISTANCE OF 384.09 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 49 AND THE NORTHERLY RIGHT-OF-WAY OF GUNSTON PLACE, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, WITH A DELTA ANGLE OF 15°32'39", AND A CHORD LENGTH OF 13.52 FEET AND A DEFLECTION ANGLE TO THE LEFT OF 112°25'56" TO CHORD; THENCE RUN ALONG SAID CURVE AND SAID ROAD RIGHT-OF-WAY A DISTANCE OF 13.56 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 0.11 ACRES OR 4757 SQ.FT. MORE OR LESS.

120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35124

EDG
ENGINEERING DESIGN GROUP, LLC
CIVIL ENGINEERING • LAND SURVEYING
(205) 403-9158 - (251) 943-8960

U:\PROJECTS\BERM0008 7612 Gunston Place\Survey Pelham\Cad\Dwg\BERM0008 – LEGAL EXHIBIT.dwg

Spire Alabama Inc.
605 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203

6/3/2025

Kris Reek
1000Urban Center Dr., Suite 235
Vestavia Hills, AL 35242

Re: Proposed Release of Platted Easement(s)

Dear Kris,

Spire Alabama Inc. has no objection to the release of easement(s) being platted on the survey of Lot 49 of Old Overton Ridge and as recorded in Map Volume 125 Page 85 as shown on the attached drawing(s). Spire Alabama Inc. does not have facilities on such hachured property at this time.

If a property owner places any structures, decks (attached or free standing), fences, buildings, retaining walls or other personal property within easements that do contain installed natural gas mains or other natural gas facilities, they do so at their own risk and they must comply with applicable law, including the Alabama Underground Damage Prevention Act, set forth in the Alabama Code Title §37, Chapter 15, Sections 1-11, and contact Alabama 811.

In the event that Spire Alabama Inc. or its successors and assigns, requires the utilization of the easement referenced above for the installation or maintenance of facilities in said easement, we can make no promises that any structures, decks (attached or free standing), fences, buildings, retaining walls or other personal property will not be disturbed. Furthermore, the property owner will be responsible for all costs associated with the removal of such personal property and Spire Alabama Inc. shall have no obligation to repair or replace such personal property.

Sincerely,

Daniel Logan
Right of Way Representative
205-842-3972
daniel.logan@spireenergy.com

Spectrum

6/10/2025

Kris Reek
Project Manager – Liberty Park
Daniel Communities
Liberty Park Joint Venture
1000 Urban Center Drive, Suite 235
Vestavia Hills, AL 35242

RE: Vacation of Easement

Dear Ms. Reek,

We are in receipt of your request regarding the Subject Property that is located at:

Old Overton Ridge
Lot 49
Jefferson County Map Volume 175
Page 85
Gunston Pl
Vestavia Hills, AL 35242

This letter is to confirm that there is no conflict with our facilities related to the vacation of the 12.5' easement at the above referenced location.

Please let me know if anything else is needed.

Sincerely,

Lee Walden
Construction Supervisor
Lee.Walden@charter.com
Office: 205-573-6815
Cell: 205-490-3098

**ENVIRO SERVICES, LLC**
**1000 URBAN CENTER DRIVE, SUITE 235**
**VESTAVIA HILLS, ALABAMA 35242**
**(205) 945-6462**

May 22, 2025

Office of the City Clerk
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

***Re: Vacation of Easement – Lot 49, Old Overton Ridge***

To Whom it May Concern:

Enviro Services, LLC has no objection to the vacation of the utility easement that crosses the above-referenced lot. Please contact us with any questions or concerns.

Sincerely,

James Parsons
President

BIRMINGHAM WATER WORKS

Mac Underwood
General Manager
3600 First Avenue North
Birmingham, AL 35222

May 21, 2025

James Parsons, PE
Liberty Park Joint Venture, LLP
1000 Urban Center Drive, Ste 235
Vestavia, AL 35242

**Re: No objection to Vacation of Easement – Lot 49 Old Overton Ridge (Gunston Place)**

James:

Birmingham Water Works Board (BWWB) has no objection to the vacation of the utility easement across the above referenced lot.

Please feel free to contact Jaquice Boyd, Superintendent of Environmental Land Administration at (205)244-4218 if you have any questions or concerns.

Sincerely,

Mac Underwood
General Manager

**Directors/Officers**

Jeff Brumlow, *Director*
Thomas C. Hudson, *Director*
Bill Morris, *Director*
Jarvis Patton, Sr., *Director*
David Standridge, *Director*
Sheila Tyson, *Director*
Phillip Wiedmeyer, *Director*

***General Manager***

Mac Underwood

**Deputy General Manager/General Counsel**

K. Mark Parnell, Esq.,

**Assistant General Managers**

Barry Williams
*Assistant General Manager*
*Finance and Administration*

Derrick Murphy, MEng
*Assistant General Manager*
*Engineering and Maintenance*

Philip King PE, MEng, MBA
*Assistant General Manager*
*Operations and Technical Services*

Michael Parker,
*Assistant General Manager*
*Customer Care*

June 12, 2025

Kris Reek
1000 Urban Center Dr, Suite 235
Vestavia Hills, AL 35242
205-945-6560
kreek@libertypark.com

Re: utility easement

Bellsouth Telecommunications, LLC d/b/a AT&T Alabama has no objections to vacating the existing 12.5 ft easement located at lot 49 on Old Overton Ridge as recorded on Map THAT PT OF NW 1/4 OF SEC 7 TP 18 R 1W WHICH LIES N & W OF OLD OVERTON RIDGE 175/85 SECT 07 TWSP 18S RANGE 1W. We have no facilities located within this utility easement.

Sincerely,

Nick Cockrum

Nick Cockrum
810 Kentucky Ave Paducah KY 42003
AT&T East Wireline PMO
SR Specialist-OSP Design Engineer
270-977-1811
nc1003@att.com

attachment
cc: Scott Fetzer, AT&T East

600 18th Street N/12N-0973
Birmingham, AL 35203
205-257-7686 tel
pdgray@southernco.com

May 19, 2025

Kris Reek
Daniel Communities
1000 Urban Center Drive, Ste 235
Vestavia Hills, AL 35242

**Re: Proposed Vacation of Recorded Easement**
**Gunston Place, Lot 49**

Kris:

Alabama Power Company (APC) has no objection to the vacation of the utility easement across the above referenced lot.

Please feel free to contact me at (205)257-7686 if you have any questions or concerns.

Very truly yours,

P. David Gray
Corporate Real Estate
Land Acquisition-Legal

# Engineering Approval

Record No.**VEAS-25-3**

**Status** Completed

**Became Active** June 20, 2025

**Assignee** Ethan Fisher

**Due Date** None

### Primary Location

7612 GUNSTON PL
VESTAVIA HILLS, AL 35242

### Owner

Richard Mullen
3817 Alston Crest Vestavia Hills, AL 35242

### Applicant

James Parsons
205-910-5144
jparsons@libertypark.com
1000 Urban Center Drive
Suite 235
Vestavia Hills, AL 35242

## Messages

**Ethan Fisher** June 27, 2025 at 12:30 pm

Vacation approved with the understanding that access is not needed/ this does not hinder the access to the property located behind this property. No public infrastructure is located within this easement per my knowledge.

### Step Activity

| | |
|---|---|
| OpenGov system activated this step | 06/20/2025 at 8:02 am |
| OpenGov system assigned this step to Christopher Brady | 06/20/2025 at 8:02 am |
| Ethan Fisher reassigned this step from Christopher Brady to Ethan Fisher | 06/20/2025 at 1:38 pm |
| Ethan Fisher approved this step | 06/27/2025 at 12:30 pm |

# CITY OF VESTAVIA HILLS
# CITY CLERK
# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:** Conrad Garrison, City Planner

**Cc:** Rebecca Leavings, City Clerk

**RE:** Public Hearing - Ordinance Number 3273- Rezoning - 3279 Cahaba Heights Road; Rezone from Vestavia Hills R-5 (multifamily) and Vestavia Hills O-1 (office) to Vestavia Hills R-9 (planned residential) for construction of eleven townhomes; KADCO and David Bruno, owners; Jason Kessler, KADCO, representing

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**Background:**
Request is to rezone from Vestavia Hills R-5 (multifamily) and O-1 (office) to Vestavia Hills R-9, planned residential for construction of eleven townhomes. Request was heard by P&Z Commission with a unanimous recommendation to approve as submitted.

**Recommendation:**
Approve as submitted with development limted to the submitted drawings.

**Fiscal Impact:**
na

**Attachments:**

1. Ordinance 3273

# ORDINANCE NUMBER 3273

**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-5 AND VESTAVIA HILLS O-1 TO VESTAVIA HILLS R-9**

**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-5 (multifamily residential district) and Vestavia Hills O-1 (office park district) to Vestavia Hills R-9 (planned residential development):

3279 Cahaba Heights Road
KADCO, Owner(s)

More particularly described as follows:

Lot 2-A, according to the map of a resurvey and subdivision of Lots 2 and 3 and of the east 200 feet of Lot 4, in Block 1, Shades Cahaba Estates, as recorded in Map Book 48, Page 55 and the north 112 feet of Lot 1, Block 1, Cahaba Estates, as recorded in Map Book 22, Page 83, in the Probate Office of Jefferson County, Alabama.

**BE IT FURTHER ORDAINED,** said rezoning is conditioned upon the plans submitted with a maximum number of eleven townhomes.

**APPROVED and ADOPTED** this the 28th day of July, 2025.

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 Number 3273 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 July, 2025 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills Civic Center and Vestavia Hills New Merkel House this the _____ day of _____, 2025.

Rebecca Leavings
City Clerk

Subject Properties
RIDGELY COURT
RIDGELY DRIVE
RIDGELY
2ND ADDITION TO CAHABA ACRES PB 46 PG. 86
1ST ADDITION TO CAHABA ACRES PB 43 PG. 82
WILKINSON'S ADDITION TO MERKLE PB 24 PG. 23
CANNOVA'S RESUR. PB 203 PG. 38
RESURVEY PB 235 PG 99
1ST ADDITION
RESUR.
THOMAS SUB. PB 229 PG 37
MAP OF A RESURVEY AND SUBDIVISION OF LOTS 2 & 3 AND OF THE EAST 200' OF LOT 4 IN BLOCK 1 SHADES CAHABA ESTATES PB 48 PG. 55
A RESURVEY OF LOTS 9 & 10 BLOCK 2 CAHABA ESTATES PB 110 PG. 58
SHADES CAHABA ESTATES PB 22 PG. 83
SOMMERS ADDITION TO SHADES CAHABA
CAHABA HEIGHTS ROAD
WHITE OAK DRIVE
MILLHAVEN DRIVE
NORTH
WHITE
THOMAS H. LAKE'S SURVEY PB 46 PG. 70
VESTAVIA HILLS CORP LIMIT
BIRMINGHAM CORP LIMIT
ROAD

# City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

| | | | |
|---|---|---|---|
| Case Number: | RZ-25-2 | Representative: | Joe Schifano |
| Owner Name: | KADCO Homes, LLC | Rep. Address: | 120 Bishop Circle<br>Pelham, AL 35124 |
| Owner Address: | 3505 Bent River Road<br>Birmingham, AL 35216 | | |

| | |
|---|---|
| Project Address: | 3279 Cahaba Heights Road & 4201 White Oak Drive |
| Legal Description: | North 112 feet of Lot 1, Block 1, MB 22, PG 83; Lot 2-A, MB 48, Pg 55 |
| Parcel ID Number: | 28 00 23 2 013 007.000 |
| Current Zoning: | R-5 & O-1 |
| Requested Zoning: | R9 |
| Intended Purpose: | Creation of a Townhome Subdivision |

P&Z Recommendation:

MOTION Mr. Weaver made a motion to recommend Rezoning for 3279 Cahaba Heights Rd. and 4201 White Oak Dr. from Vestavia Hills R-5 & O-1 to Vestavia Hills R-9 with the following conditions:

1. Zoning approval conditioned upon materials presented.

Second was by Mr. Honeycutt. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes Mr. Maloof – yes
Mr. Romeo – yes Mr. Weaver– yes
Mr. Blackenburg – yes Mr. Sykes– yes
Mr. Honeycutt– yes Ms. Cochran-yes
Motion carried.

Date of P&Z Meeting: May 8, 2025

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner

**Rezoning Application**

# RZ-25-2

Submitted On: Apr 3, 2025

**Applicant**

Joe Schifano
205-531-9664
@ schifano@edgalabama.com

**Primary Location**

3279 CAHABA HEIGHTS RD
VESTAVIA HILLS, AL 35243

## Additional Locations

4201 WHITE OAK DR, VESTAVIA HILLS AL 35243

## Property Information

**Subject Property Address**

3279 Cahaba Heights Road & 4201 White Oak Drive

**Tax Parcel ID Number**

28 00 23 2 013 007.000

**Legal Description**

North 112 feet of Lot 1, Block 1, MB 22, PG 83; Lot 2-A, MB 48, Pg 55

**Existing Parking Spaces**

0

**Proposed Parking Spaces**

22

**Submission Date**

04/03/2025

**Type of Project**

New Residential Subdivision

## Action Requested:

**From Existing Zoning Classification**

R-5 & O-1

**To Requested Zoning Classification**

R9

**For the Intended Purpose of:**

Creation of a Townhome Subdivision

**Acreage of Subject Property**

0.78

**Acreage of Property to be Disturbed**

0.78

## Setbacks

**Front**

15

**Back**

45

**Side**

10

**Open Space**

0

**Lot Coverage Percentage**

45

**Tree Save Plan - I acknowledge that a if this is a new non-residential development or is a residential development in excess of 3 units, that I am required to submit a tree save plan concurrent with this application (excludes PUDs).**

true

## Owner Information

Applications must be either submitted by the owner of the property or a representative duly appointed by the owner by way of a notarized letter and/or power of attorney.

**Property Owner Name**

KADCO Homes, LLC

**Company Name**

--

**Owner Address City State Zip**

3505 Bent River Road
Birmingham, AL 35216

**Owner's Phone Number**

(205) 985-7171

**Email Address of Owner**

jdkessler84@gmail.com

**By checking this box, I hereby affirm that I am the representative of the owner duly authorized to represent this petition for rezoning. Simultaneously with this application, I am submitting notarized documentation from the owner which authorizes me to represent this case. If no authorization is provided, this application cannot be processed.**

true

**Owner Representative/Responsible Party**

Joe Schifano

**Company Name**

Engineering Design Group

**Contact Email of Responsible Party**

schifano@edgalabama.com

**Mailing Address of Responsible Party**

120 Bishop Circle
Pelham, AL 35124

**Phone No. of Responsible Party**

(205) 403-9158

**Email Address of Responsible Party**

schifano@edgalabama.com

## Project Engineer Information (if applicable)

**Name**

Joe Schifano

**Company**

Engineering Design Group

**Mailing Address**

120 Bishop Circle
Pelham, AL 35124

**Phone Number**

(205) 403-9158

**Email**

schifano@edgalabama.com

EDG

ENGINEERING DESIGN GROUP, LLC

June 25, 2025

KADCO Homes
3505 Bent River Road
Birmingham, AL 35124

**Attn: Mr. Jason Kessler**

**Re: Cahaba Heights Townhomes Trip Generation**

Dear Jason,

As requested, Engineering Design Group, LLC (EDG) has performed a daily trip generation estimate for the proposed Cahaba Heights Townhome Project. Our evaluation provides an estimate for the existing "by right" buildout of the two existing parcels and an estimate for the proposed 11-townhome unit development. Trip generation estimates are based on the Institute of Transportation Engineers (ITE) Trip Generation Manual.

For the existing "by-right" trip estimation, we do not have a definitive site plan for either existing parcel, but we can estimate the size of a potential building for the sites based on the current zoning requirements. Parcel 1, located at 4201 White Oak Drive, is currently zoned as O-1. After taking the zoning setbacks into account, a building of 2,000 sq. ft could be constructed on the site. O-1 supports a wide variety of businesses, one of which is a drive in bank. Trip estimates for this type of establishment are 148.15 trips per day per 1,000 sq. ft. In this case, the site would generate 296 trips per day. Parcel 2, located at 3279 Cahaba Heights Road, is zoned R-5. Using the minimum lot area requirements, this parcel would support 6 apartment units and generate 6.65 trips per day per unit, equaling 40 trips per day total. The total "by right" development of these parcels would generate 336 trips per day.

The proposed condition illustrates 11 townhouse units. Townhouse units generate 5.81 trips per day per unit. In the developed condition, the trip generation would be 64 trips per day.

In summary, the proposed condition is expected to generate 20% of the daily trips that development under the existing zoning could create.

Please feel free to contact me with any questions.

Respectfully submitted,

Engineering Design Group, LLC

Joseph Schifano, III, P.E., P.L.S.,
Alabama License #s 50298 & 23661

# REZONING PACKAGE

FOR A TOWNHOME DEVELOPMENT KNOWN AS

# CAHABA HEIGHTS TOWNHOMES

VESTAVIA HILLS, ALABAMA

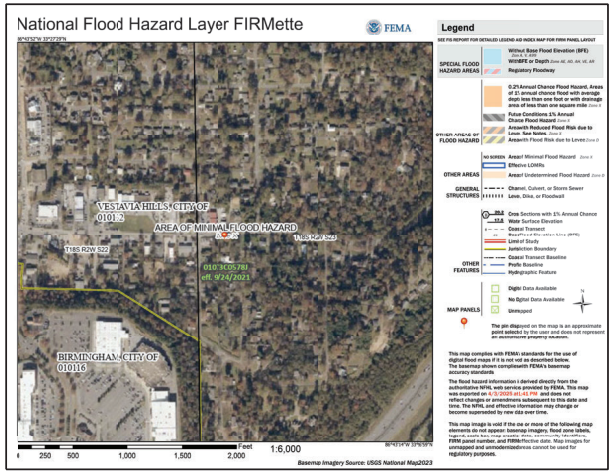
## LIST OF CONTACTS

CITY OF VESTAVIA HILLS
CITY PLANNER
CONTACT: CONRAD GARRISON
PHONE: (205) 978-0179

CITY OF VESTAVIA HILLS
CITY ENGINEER
CONTACT: ETHAN FISHER
PHONE: (205) 978-0179

WATER
BIRMINGHAM WATER WORKS BOARD
CONTACT: DOUG STOCKHAM
PHONE: (205) 244-4186
DOUG.STOCKHAM@BWWB.ORG

SEWER
JEFFERSON COUNTY
ENVIRONMENTAL SERVICES
CONTACT: BEN PATE
PHONE: (205) 521-7515
PATEB@JCCAL.ORG




FEMA FIRMETTE FM01073C0578J
N.T.S.

VICINITY MAP
N.T.S.

## SHEET INDEX


| | |
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| C4.0 | EROSION & SEDIMENT CONTROL PLAN |
| C5.0 | UTILITY PLAN |
| C6.0 | DETAILS |


## OWNERS

THE ENTRUST GROUP, INC.
3122 GREEN VALLEY ROAD
VESTAVIA HILLS, AL 35243
(XXX) XXX-XXXX
CONTACT: DAVID BRUNO

KADCO HOMES
3505 BENT RIVER ROAD
BIRMINGHAM, AL 35216
(205) 985-7171
CONTACT: JASON KESSLER

## DEVELOPER

KADCO HOMES
3505 BENT RIVER ROAD
BIRMINGHAM, AL 35216
(205) 985-7171
CONTACT: JASON KESSLER

## ENGINEERING

ENGINEERING DESIGN GROUP, LLC
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35173
(205) 403-9158
CONTACT: WADE LOWERY, P.E.

## SURVEYING

ENGINEERING DESIGN GROUP, LLC
120 BISHOP CIRCLE, SUITE 300
PELHAM, AL 35173
(205) 403-9158
CONTACT: RODNEY CUNNINGHAM, P.L.S.

## CAHABA HEIGHTS TOWNHOMES

KADCO0002 - 04/03/2025

EDG
ENGINEERING DESIGN GROUP, LLC
CIVIL ENGINEERING • LAND SURVEYING
(205) 403-9158

ALABAMA 811
Know what's below. Call before you dig.

## GENERAL NOTES:

1. ALL NECESSARY PERMITS AND APPROVALS FROM AGENCIES GOVERNING THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.

2. ALL CONSTRUCTION SHOWN ON THESE PLANS SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS FOR THIS PROJECT AND SHALL CONFORM TO ALL CODES, ORDINANCES, RESTRICTIONS, AND STANDARDS OF ALL GOVERNING AGENCIES HAVING JURISDICTION OVER THE SITE. CONTRACTOR WILL ONLY PERFORM CONSTRUCTION ACTIVITIES BASED ON PLANS WHICH HAVE BEEN PROPERLY ISSUED FOR CONSTRUCTION PURPOSES.

3. ALL TRENCHES EXCAVATED UNDER PAVEMENT SHALL BE BACKFILLED WITH STONE.

4. CONTRACTOR SHALL COORDINATE THE INSTALLATION, ADJUSTMENT OR RELOCATION OF ALL UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES AND HIS WORK. ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL CONDUIT, IRRIGATION SLEEVES, ETC.) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL.

5. CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS AND BENCHMARKS. ALL PROPERTY PINS OR BENCHMARKS ELIMINATED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

6. EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO LAND DISTURBING ACTIVITIES. EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED THROUGHOUT CONSTRUCTION UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

7. JOB SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.

8. THE LIMITS OF DISTURBANCE SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL AREAS OUTSIDE THE LIMITS OF DISTURBANCE. ANY DAMAGE CAUSED BY CONSTRUCTION SHALL BE REPAIRED TO ITS ORIGINAL CONDITION.

9. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SITE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND SHALL NOT PROCEED WITH CONSTRUCTION OF ANY AREA WHERE A CONFLICT HAS BEEN DISCOVERED UNTIL SUCH TIME AS THE CONFLICT HAS BEEN CLEARLY RESOLVED.

10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PROTECTIVE DEVICES, TRAFFIC CONTROL, AND FOR THE IMPLEMENTATION OF ALL SAFETY MEASURES INCLUDING, BUT NOT LIMITED TO: THE PROTECTION OF LIFE, PROPERTY, AND SITE IMPROVEMENTS: THE PROTECTION OF EXISTING UTILITY LINES AND STRUCTURES: AND THE PROVISION AND COORDINATION OF ALL TEMPORARY TRAFFIC CONTROL EFFORTS AND MEASURES.

11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SMOOTH TRANSITION BETWEEN ALL NEW CONSTRUCTION AND ALL EXISTING CONDITIONS. ALL TRANSITION GRADES, CONSTRUCTION MATERIALS, AND FINISHES ARE SUBJECT TO APPROVAL BY THE OWNER AND ENGINEER.

12. THE SITE WORK SHALL MEET OR EXCEED THE SITE WORK PLANS.

13. ALL CONSTRUCTION TO MEET OSHA SAFETY GUIDELINES. SAID SAFETY PROCEDURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

14. DO NOT SCALE CRITICAL DIMENSIONS FROM THIS DRAWING, CONTACT ENGINEER FOR SPECIFIC CLARIFICATIONS NEEDED.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PROPER TRAFFIC CONTROL FOR PUBLIC SAFETY IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

16. RETAINING WALLS ARE SHOWN FOR LOCATION AND HEIGHT PURPOSES ONLY. ENGINEERING DESIGN GROUP IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF RETAINING WALLS. RETAINING WALLS TO BE DESIGNED BY OTHERS.

## SITE NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS, AND SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES.

2. TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. ENGINEERING DESIGN GROUP, LLC WILL NOT BE HELD RESPONSIBLE FOR ACCURACY OF TOPOGRAPHY OR DESIGN ERRORS CAUSED BY TOPOGRAPHY INACCURACIES.

3. ALL DIMENSIONS AND RADII ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF DAMAGE TO ANY EXISTING IMPROVEMENT, ONSITE OR OFFSITE, SUCH AS PAVEMENT, UTILITIES, STORM DRAINAGE, ETC. THE REPAIR MUST BE APPROVED BY THE ENGINEER AND BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.

5. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE OWNER/ENGINEER IMMEDIATELY.

6. ALL CONCRETE SHALL BE 3,000 PSI @ 28 DAY COMPRESSIVE STRENGTH UNLESS STATED OTHERWISE.

CAUTION NOTICE TO CONTRACTOR:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON MARKINGS BY OTHERS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY SITE DISTURBANCE OR EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

## GRADING NOTES:

1. THE CONTRACTOR SHALL OBTAIN AND READ A COPY OF THIS PROJECTS GEOTECHNICAL REPORT PRIOR TO THE START OF CONSTRUCTION.

2. CLEARING AND GRUBBING LIMITS SHALL INCLUDE ALL AREAS DISTURBED BY GRADING OPERATIONS. ANY CLEARING REQUIRED FOR THIS CONSTRUCTION SHALL BE INCIDENTAL TO THE OVERALL SITE WORK.

3. GRADED OR DISTURBED AREAS, THAT ARE NOT OTHERWISE PERMANENTLY STABILIZED, SHALL HAVE A MINIMUM OF 4" OF TOPSOIL IF REQUIRED BY FIELD CONDITIONS, GEOTECHNICAL/ENGINEER OR REGULATORY AGENCY. ALL GRADED OR DISTURBED AREAS SHALL BE GRASSED WITH SEED, MULCH, FERTILIZER AND WATER (OR OTHER GRASSING TECHNIQUE AS APPROPRIATE) APPLIED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

4. GRADES SHOWN ARE FINISHED PAVEMENT & TOP OF SOIL GRADE ELEVATIONS, REFERENCE SECTIONS & DETAILS.

5. THE CONTRACTOR SHALL CALL APPROPRIATE UTILITY CONTACTS 48 HOURS PRIOR TO EXCAVATION IN AREAS WHERE UTILITIES MAY EXIST.

6. ANY EXCESS MATERIAL AT THE END OF THE PROPOSED GRADING OPERATIONS SHALL BE PLACED ON THE SITE IN AN ACCEPTABLE LOCATION TO OWNER/ENGINEER.

7. NO SLOPES SHALL BE STEEPER THAN 2-HORIZONTAL TO 1-VERTICAL, UNLESS OTHERWISE NOTED ON THE PLAN OR APPROVED BY THE ENGINEER.

8. THE STRUCTURAL FILL AT THE SITE IS TO BE COMPOSED OF SOIL AS SPECIFIED BY THE GEOTECHNICAL ENGINEER. ALL SOIL MATERIAL SHALL BE PLACED ACCORDING TO THE GEOTECHNICAL ENGINEER'S SPECIFICATIONS. ALL MATERIAL TO BE UTILIZED FOR FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER.

9. WHEN ALL GRADING IS COMPLETED, CONTRACTOR WILL FURNISH AT NO EXTRA COST A TRIAXLE DUMP TRUCK HEAPED FULL WITH ALABAMA HIGHWAY DEPARTMENT TYPE B CRUSHED STONE AGGREGATE TO BE USED TO PROOF ROLL SUBGRADE, REGARDLESS OF DEGREE OF PROCTOR PERCENTAGE, ANY SOFT AREAS OR "PUMPING" WILL BE REMOVED TO ENGINEERS SATISFACTION. STONE USED WILL BE DUMPED ON SITE AT ENGINEER'S DIRECTION AND WILL BECOME OWNER'S PROPERTY. ALL COSTS OF PROOF ROLLING TO INCLUDE TRUCK RENTAL, STONE, CONTRACTOR'S TIME, ETC. SHALL BE INCLUDED IN BASE PRICE AND SHALL NOT BE CONSIDERED AS AN EXTRA PAY ITEM.

10. THE OWNER WILL PROVIDE GEOTECHNICAL TESTING. THE CONTRACTOR SHALL FULLY COOPERATE WITH THE MATERIALS TESTING ENGINEERS RELATIVE TO SOIL COMPACTION, CUTTING AND FILLING OPERATIONS, ETC.

11. SITE PREPARATION – THE FIRST CONSTRUCTION PHASE SHOULD CONSIST OF THE REMOVAL OF ALL VEGETATION, TOPSOIL, ORGANIC MATTER, AND ANY OTHER DELETERIOUS MATERIALS THAT FALL WITHIN THE CONSTRUCTION AREA. AFTER ROUGH GRADE HAS BEEN ESTABLISHED & PRIOR TO PLACEMENT OF ANY CONTROLLED FILL, THE EXPOSED SUBGRADE SHOULD BE CAREFULLY INSPECTED BY PROBING, PROOF ROLLING AND TESTING AS NECESSARY. REMOVE ANY UNSUITABLE MATERIAL. PRIOR TO THE PLACEMENT AND COMPACTION OF ENGINEERED FILL, THE IN-SITU SOILS SHOULD BE COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MAXIMUM STANDARD PROCTOR DENSITY VALUE, AS TESTED FOR A MINIMUM DEPTH OF 1 FOOT IN THE BUILDING AND PAVEMENT AREAS. REFERENCE SITE WORK PLANS & GEOTECHNICAL REPORT.

12. BLASTING (IF REQUIRED) – CONTRACTOR SHALL COMPLY WITH ALL LAWS, RULES AND REGULATIONS OF ALL GOVERNING AUTHORITIES REGARDING THE USE AND STORAGE OF EXPLOSIVES. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ARCHITECT, ENGINEER, OWNER'S REPRESENTATIVE AND THEIR AGENTS AND EMPLOYEES FROM ANY CLAIM ARISING OUT OF THE USE OF SUCH EXPLOSIVES. CARE SHOULD BE TAKEN TO PREVENT DAMAGE TO SURROUNDING PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING A PRE-BLAST SURVEY OF THE SURROUNDING PROPERTIES AND MONITORING DURING BLASTING ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING MEANS AND METHODS FOR ACHIEVING DESIRED RESULTS OF BLASTING ACTIVITIES. REFERENCE GEOTECHNICAL REPORT.

13. SEE GEOTECHNICAL REPORT FOR CONSIDERATIONS OF CUT AND FILL SLOPES.

14. CONTRACTOR IS TO COORDINATE WITH THE GEOTECHNICAL ENGINEER AND THEIR ON-SITE TESTING AGENT THROUGHOUT CONSTRUCTION TO ADDRESS EARTHWORK ISSUES AND FOR GEOTECHNICAL DIRECTIONS.

15. THESE NOTES ARE PRELIMINARY AND WILL BE REVIEWWED AND/OR MODIFIED AS NEEDED UPON COMPLETION AND REVIEW OF THE PROJECT'S GEOTECHNICAL REPORT.

## STORM DRAINAGE NOTES:

1. STORM PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP), CONFORMING TO ASTM C-76, B OR C WALL, CLASS III (UNLESS OTHERWISE NOTED IN THE PLAN). JOINTS SHALL BE TONGUE AND GROOVE OR BELL AND SPIGOT, WHICH MUST BE SEALED WITH RUBBER GASKETS CONFORMING TO ASTM 443 OR FLEXIBLE GASKETS CONFORMING TO AASHTO M 198.

2. ALL PIPE ENTERING STORM SEWER STRUCTURES SHALL BE GROUTED TO ASSURE THE CONNECTION AT THE STRUCTURE IS WATER TIGHT.

3. ALL STORM SEWER MANHOLES SHALL BE PRECAST AND MEET THE SPECIFICATION OF ASTM C76.

4. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS.

5. ALL STORM SEWER MANHOLE LIDS SHALL BE LABELED "STORM SEWER"

6. ALL STORM DRAINAGE PIPE AND STRUCTURES SHALL BE CLEANED OF SILT, TRASH AND DEBRIS PRIOR TO DEMOBILIZATION FROM SITE.

7. CONTRACTOR IS TO BEGIN STORM DRAINAGE CONSTRUCTION FROM THE MOST DOWN STREAM POINT OF THE SYSTEM.

8. ALL HEADWALLS SHALL BE PER ALDOT STANDARD HIGHWAY DWGS. OR PRECAST BY HANSON OR APPROVED ALTERNATE.

9. INLETS ON 42" OR LARGER PIPE SHALL HAVE CONCRETE RISERS.

10. STORM SEWER CROSSINGS UNDER STREETS TO BE SOLID STONE BACKFILL WITH WEEP HOLES TO INLETS.

11. ALL STORM PIPE INSTALLED AT 20% OR GREATER GRADES SHALL HAVE CONCRETE COLLARS INSTALLED EVERY 25 FEET ON CENTERS MINIMUM.

12. ALL STORM PIPE INSTALLED WITH LESS THAN 3 FT. OF COVER SHALL BE BACK FILLED WITH STONE.

13. ALL STORM MANHOLES IN GRASSED AREAS SHALL BE FLUSH WITH FINISHED GRADE.

14. ALL DRAINAGE STRUCTURES MAY BE PRE-CAST, OR APPROVED ALTERNATE, IF APPROVED BY ENGINEER.

15. PIPE LENGTH AND SLOPES ARE APPROXIMATE. PIPE LENGTH IS SHOWN AS HORIZONTAL PROJECTIONS AND IS MEASURED FROM THE CENTER OF THE STRUCTURE.

16. STORM DATA PROVIDED ON PLAN IS FOR THE 25-YR STORM. FLOW (Q) AND VELOCITY (V). VALUES ARE GIVEN IN CUBIC FEET PER SECOND (CFS) AND FEET PER SECOND (FPS), RESPECTIVELY. FOR ADDITIONAL STORM DATA, REFERENCE THE PROJECT STORM REPORT.

## EROSION AND SEDIMENT CONTROL NOTES:

1. THE SITE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SUITABLE EROSION AND SEDIMENT CONTROL DEVICES ON SITE DURING CONSTRUCTION AS REQUIRED TO PREVENT SILT FROM LEAVING THE SITE. SILT WILL NOT BE ALLOWED BEYOND CONSTRUCTION LIMITS.

2. THE CONTRACTOR SHALL PREVENT THE ESCAPE OF SEDIMENT FROM THE SITE BY INSTALLING EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.

3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLANS DO NOT PROVIDE SUFFICIENT EROSION AND SEDIMENT CONTROL, ADDITIONAL CONTROL MEASURES SHALL BE IMPLEMENTED. CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING EROSION CONTROL DEVICES WHICH BECOME INEFFECTIVE.

4. ALL EROSION CONTROL MEASURES SHALL MEET THE GUIDELINES SET FORTH IN THE COUNTY AND LOCAL EROSION CONTROL GUIDELINES AS A MINIMUM.

5. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR ALL GRADING AND OTHER LAND DISTURBING ACTIVITIES.

6. THE CONTRACTOR IS RESPONSIBLE FOR THE CLEANUP AND REMOVAL OF ANY BUILDUP OF SEDIMENT WHICH ESCAPES FROM THE SITE.

7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM THE SITE (IF NOT REUSABLE ON SITE) AND FOR CORRECTING HORIZONTAL AND VERTICAL ALIGNMENT OF SLOPES & DITCHES, IF NECESSARY AT THE COMPLETION OF CONSTRUCTION.

8. CONTRACTOR IS RESPONSIBLE FOR CLEANING SILT AND DEBRIS OUT OF ALL STORM DRAINAGE STRUCTURES UPON THE COMPLETION OF CONSTRUCTION.

9. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL TEMPORARY EROSION CONTROL MEASURES AFTER CONSTRUCTION IS COMPLETE AND ALL DISTURBED AREAS HAVE BEEN STABILIZED.

10. A COPY OF THE NPDES PERMIT SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.

11. PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.

12. FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES MAY RESULT IN CONSTRUCTION DELAYS DUE TO REGULATORY INTERVENTION.

13. ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHALL CONFORM TO THE LATEST EROSION AND SEDIMENTATION CONTROL GUIDANCE, PUBLISHED BY ADEM.

14. EROSION CONTROL MEASURES TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.

15. SOME ADDITIONAL EROSION CONTROL DEVICES MAY BE REQUIRED BY THE PROJECT ENGINEER AND/OR THE LOCAL INSPECTOR.

16. THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ANY FINES LEVIED AGAINST THE SITE FOR VIOLATIONS OF EROSION CONTROL REGULATIONS.

17. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING THE PROPERTY LIMITS.

18. OTHER THAN LAND CLEARING ACTIVITIES REQUIRED TO INSTALL THE APPROPRIATE BMP DEVICES, ANY DOWNSLOPE EROSION AND SEDIMENT CONTROL MEASURES, TEMPORARY SEDIMENT BASINS, ON-SITE STREAM CHANNEL PROTECTION AND UPSLOPE DIVERSION OF DRAINAGE REQUIRED BY THE BMP PLAN SHALL BE IN PLACE AND FUNCTIONAL BEFORE ANY CLEARING OR EARTH-MOVING OPERATIONS BEGIN. THESE MEASURES SHALL BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY, BUT SHALL BE REPLACED AT THE END OF THE WORKDAY.

19. CONTRACTOR TO PROVIDE TEMPORARY GROUND COVER FOR ALL AREAS WITH EXPOSED SOIL WHICH WILL NOT BE DISTURBED BY GRADING OPERATIONS FOR A PERIOD OF 13 DAYS OR MORE.

20. ADEQUATE PROTECTIVE MEASURES SHALL BE PROVIDED FOR THE CONTAINMENT OF HAZARDOUS SUBSTANCES AND ANY OTHER MATERIALS WHICH MAY POLLUTE. THESE MAY INCLUDE, BUT ARE NOT LIMITED TO PETROLEUM PRODUCTS, LUBRICANTS AND PAINTS. MATERIALS SHALL BE STORED IN ACCORDANCE WITH SPCC REGULATIONS. THESE SUBSTANCES SHALL BE STORED AWAY FROM ALL STORM DRAINS, DITCHES AND GUTTERS IN WATER TIGHT CONTAINERS. DISPOSAL OF THESE MATERIALS SHALL BE IN ACCORDANCE WITH ADEM REGULATIONS. CONTRACTOR SHALL PROVIDE ADEQUATE TRASH CONTAINERS ON-SITE FOR DISPOSAL OF CONSTRUCTION MATERIALS. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING SITE TRASH FROM ENTERING THE STORM DRAINAGE SYSTEM.

21. ALL CONTROL MEASURES SHALL BE CHECKED, AND REPAIRED AS NECESSARY, MONTHLY IN DRY PERIODS AND WITHIN TWENTY-FOUR (24) HOURS AFTER ANY 0.75 INCH RAINFALL AT THE SITE OF WITHIN A TWENTY-FOUR (24) HOUR PERIOD. DURING PROLONGED RAINFALLS, DAILY INSPECTIONS AND, IF NECESSARY, REPAIRS SHALL BE PERFORMED. THE PERMITTEE SHALL MAINTAIN WRITTEN RECORDS OF SUCH CHECKS AND REPAIRS. THESE RECORDS SHALL BE SUBJECT TO THE INSPECTION OF THE STORM WATER MANAGEMENT AUTHORITY AT ANY REASONABLE TIME.

22. THE OWNER SHALL OBTAIN ALL NECESSARY LAND DISTURBANCE PERMITS FOR THIS PROJECT AND PROVIDE REQUIRED MONITORING AND TESTING. CONTRACTOR SHALL COOPERATE FULLY WITH OWNER'S CONSULTANT TO INSURE ALL REQUIREMENTS OF THE NPDES PERMIT ARE MET.

23. SLOPE STABILIZATION MAT SHALL BE USED AS DEPICTED BY THE EROSION CONTROL PLANS. GEOTECHNICAL ENGINEER OR BY REGULATORY AGENCY ON SLOPES 3:1 OR STEEPER. PLACE NORTH AMERICAN GREEN C125BN, OR APPROVED EQUAL ON ALL SLOPES STEEPER THAN 3:1 AND NORTH AMERICAN GREEN S150 BN, OR APPROVED EQUAL ON 3:1 SLOPES.

24. THE CONTRACTOR SHALL RECOGNIZE THE PROXIMITY OF THIS PROJECT TO THE CAHABA RIVER. ALL REASONABLE EFFORTS SHALL BE MADE TO PREVENT THE MIGRATION OF SEDIMENTS TO DOWNSTREAM LOCATIONS. IF ADDITIONAL EROSION CONTROL MEASURES ARE DEEMED NECESSARY BY FIELD CONDITIONS, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY AND A REVISED EROSION CONTROL PLAN WILL BE ISSUED.

## WATER NOTES:

1. REFERENCE GENERAL NOTES (THIS SHEET) AND DRAWINGS.

2. ALL DOMESTIC SERVICE LINES EXTEND TOWARD EACH LOT AND TERMINATE PER BIRMINGHAM WATER WORKS STANDARDS.

3. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.

4. SITE CONTRACTOR SHALL COORDINATE TAPS WITH BIRMINGHAM WATER WORKS BOARD. CONTRACTOR IS RESPONSIBLE FOR ALL CHARGES, FEES ETC. ASSOCIATED WITH WATER CONNECTION. CONTRACTOR SHALL PROVIDE AND INSTALL DOMESTIC SERVICE PER LOCAL WATER WORKS AUTHORITY STANDARD.

5. MINIMUM COVER FOR ALL WATER MAINS SHALL BE 3' MINIMUM OR AS REQUIRED BY LOCAL WATER WORKS AUTHORITY.

6. WATER MAIN INSTALLATION SHALL BE TESTED IN ACCORDANCE WITH THE LOCAL WATER WORKS AUTHORITY REQUIREMENTS.

7. THE CONTRACTOR SHALL MEET WITH THE GOVERNING AUTHORITY'S INSPECTORS A MINIMUM OF 24 HOURS PRIOR TO COMMENCING UTILITY WORK AND WILL COORDINATE ALL UTILITY INSPECTIONS WITH THEM AS REQUIRED BY THEIR STANDARDS.

8. CONTRACTOR SHALL MAINTAIN A 5' HORIZONTAL AND 2' VERTICAL SEPARATION BETWEEN WATER SERVICE AND OTHER UTILITIES, EXCEPT THERE SHALL BE 10' OF HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY SEWER.

9. PIPE SIZES 3" AND SMALLER SHALL BE TYPE "K" COPPER OR OTHER MATERIAL ALLOWED BY THE UTILITY BOARD.

10. SMALL DIAMETER LINES THAT EXTEND UNDER ROADWAYS OR DRIVEWAYS SHALL BE PLACED INSIDE A STEEL CASING WITH ENDS SEALED WITH SPRAY FOAM. THE CASING SHALL EXTEND AT LEAST SIX FEET BEYOND THE BACK OF CURB ON EACH SIDE OF THE PAVEMENT. THE TRENCH FOR CASINGS SHALL BE COMPLETELY BACKFILLED WITH CRUSHED STONE.

11. PIPE SIZES 4" AND LARGER SHALL BE CEMENT LINED DUCTILE IRON PIPE.

12. SERVICE LATERALS WILL PLACED UNDER ROADWAY WITH A MINIMUM OF 36 INCHES OF COVER.

13. SERVICE LATERALS WILL BE CAPPED OR CRIMPED ON THE ENDS. THE LATERALS WILL NOT BE CONNECTED TO THE MAIN UNTIL SERVICE FOR THESE LOTS ARE REQUESTED BY THE PLUMBING CONTRACTORS FOR THE HOMEBUILDERS.

14. SERVICE LATERALS MUST BE PLACED AT COMMON LOT LINES. A MAXIMUM OFFSET FROM THE COMMON LOT LINE BOUNDARY OF 2 FEET IS ALLOWED. THE CONTRACTOR SHALL VERIFY THAT THE FRONT CORNER LOT LINES ARE IN, BASED ON THE LATEST SUBDIVISION PLAT AND APPROVED PRIOR TO HAVING THE SERVICE LATERALS INSTALLED. WATER METERS SHALL NOT BE INSTALLED WITHIN DRIVEWAYS.

15. LATERALS SHALL BE INSTALLED IN ACCORDANCE WITH THE WATER AUTHORITY SPECIFICATIONS. CONTRACTOR SHALL:

A. COORDINATE WITH THE WATER AUTHORITY FIELD REPRESENTATIVE TO INSURE ANY ADJUSTMENTS REQUIRED TO THE MAIN INSTALLATION PLANS ARE MADE

B. INSTALL DUAL TYPE K COPPER WATER SERVICE LATERALS UNDER NEW ROAD.

16. WATER SERVICE SHOULD BE THE FIRST UTILITY INSTALLED ONCE ROADWAY SUBGRADE IS ESTABLISHED AND AFTER STORM DRAINAGE SYSTEM AND SANITARY SEWER SYSTEM IS COMPLETE. CONTRACTOR SHALL NOTIFY WATER AUTHORITY A MINIMUM OF 2 TO 3 WEEKS PRIOR TO BEING READY FOR INSTALLATION OF THE WATER MAINS.

## LEGEND

- EXISTING CURB
- EXSTING WATER SERVICE (W)
- EXISTING SANITARY SEWER (S)
- EXISTING POWER SERVICE (P)
- EXISTING GAS SERVICE (GAS)
- EXISTING SPOT ELEVATION X693.64
- EXISTING CONTOUR 693
- SETBACK LINE
- PROPERTY LINE
- PROPOSED CURB
- PROPOSED WATER SERVICE (W)
- PROPOSED SANITARY SEWER (S)
- PROPOSED POWER SERVICE (P)
- PROPOSED GAS SERVICE (G)
- PROPOSED SPOT ELEVATION 694.00
- PROPOSED CONTOUR 693
- SILT FENCE

ZONING DOCUMENTS NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E. LAURELAVENUE
FOLEY, AL 36535
(251) 943 - 8660

REVISIONS

PROJECT ADDRESS: 3201 WHITE OAK DRIVE & 3279 CAHABA HEIGHTS ROAD VESTAVIA HILLS, ALABAMA

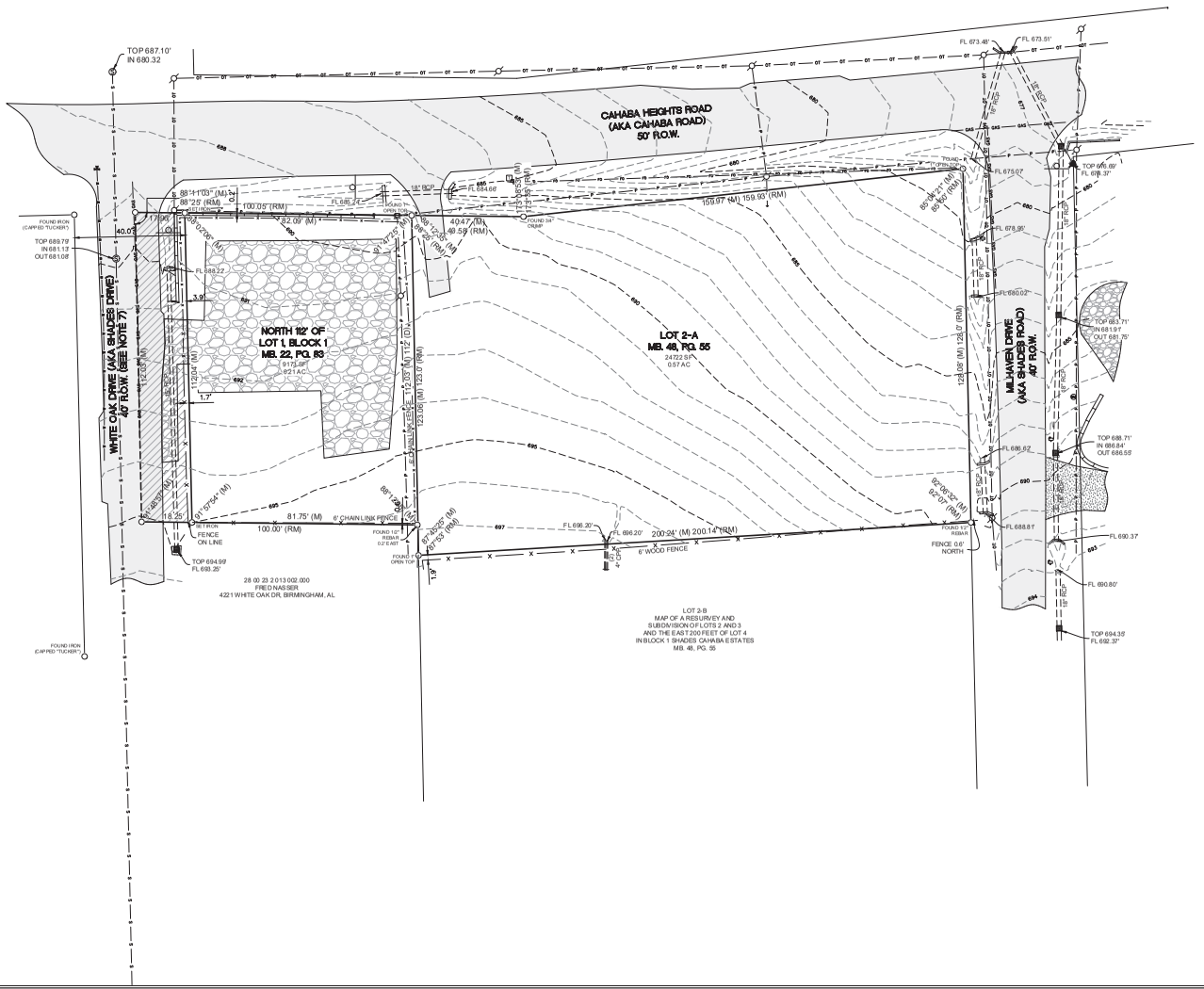
SHEET TITLE: NOTES

PROJECT NAME: CAHABA HEIGHTS TOWNHOMES

DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C(NS) - Plot Notes.dgn
DATE: APRIL 3, 2024
SHEET NO.: NS

# BOUNDARY AND TOPOGRAPHIC SURVEY OF 3279 CAHABA HEIGHTS RD AND 4201 WHITE OAK DR VESTAVIA, ALABAMA

**SITUATED IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA**




NOTES:

1. NO TITLE SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM AND LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAYS, RECORDED OR UNRECORDED. THE PARCEL SHOWN HEREON IS SUBJECT TO SETBACKS, EASEMENTS, ZONING, AND RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORD OF SAID COUNTY.
2. ALL EASEMENTS AND RIGHT-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HERON.
3. THE UNDERGROUND UTILITIES HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. HOWEVER, THERE MAY EXIST UNDERGROUND UTILITIES OR BURIED PIPES WHICH WERE NOT LOCATED OR OF WHICH THE SURVEYOR HAS NO KNOWLEDGE. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED BECAUSE THE UNDERGROUND UTILITIES WERE NOT PHYSICALLY LOCATED.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE ALABAMA STATE PLANE COORDINATE SYSTEM GRID AZIMUTH (ALABAMA WEST ZONE) (NAD 83) AND WERE DETERMINED USING GPS OBSERVATION.
5. ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR ALABAMA (COMMUNITY PANEL 01073C0578J, EFFECTIVE DATE 09/24/2021), THIS SITE LIES WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".
6. SURVEY PREPARED FOR: KADCO.
7. NO RIGHT-OF-WAY INFORMATION WAS FOUND ON WHITE OAK DRIVE. CITY OF VESTAVIA HAS NO RECORDS OF RIGHT-OF-WAY WIDTH AND STATES THIS IS A PRESCRIPTIVE RIGHT-OF-WAY. TAX RECORDS SHOW THIS TO BE A 40' RIGHT-OF-WAY WHICH IS SHOWN ON SURVEY BASED ON ADJOINING IRONS, CROSS-HATCHED AREA SHOWS THE LIMITS OF THE PRESCRIPTIVE RIGHT-OF-WAY. 20' RIGHT-OF-WAY FROM CENTERLINE TO THE WEST AS SHOWN ON MB. 48, PG. 55.
8. THIS SURVEY IS VALID ONLY WITH AN ORIGINAL SIGNATURE AND A LEGIBLE SEAL.

DESCRIPTION:

LOT 2-A, ACCORDING TO THE MAP OF A RESURVEY AND SUBDIVISION OF LOTS 2 AND 3 AND OF THE EAST 200 FEET OF LOT 4 IN BLOCK 1 SHADES CAHABA ESTATES, AS RECORDED IN MAP BOOK 48, PAGE 55, AND THE NORTH 112 FEET OF LOT 1, IN BLOCK 1, ACCORDING TO THE SURVEY OF CAHABA ESTATES, AS RECORDED IN MAP BOOK 22, PAGE 83, IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

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.

SURVEYOR:

RODNEY KEITH CUNNINGHAM DATE: April 3, 2025
ALABAMA LICENSE NO. 26013

ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR 26013 RODNEY KEITH CUNNINGHAM

| REVISIONS | DATE |
|---|---|
| | |

DRAWN BY: MBA
CHECKED BY: RKC
PROJECT No.: KADCO0002
DATE: April 3, 2025
SCALE: 1" = 20'

PROJECT: 3279 CAHABA HEIGHTS RD AND 4201 WHITE OAK DR

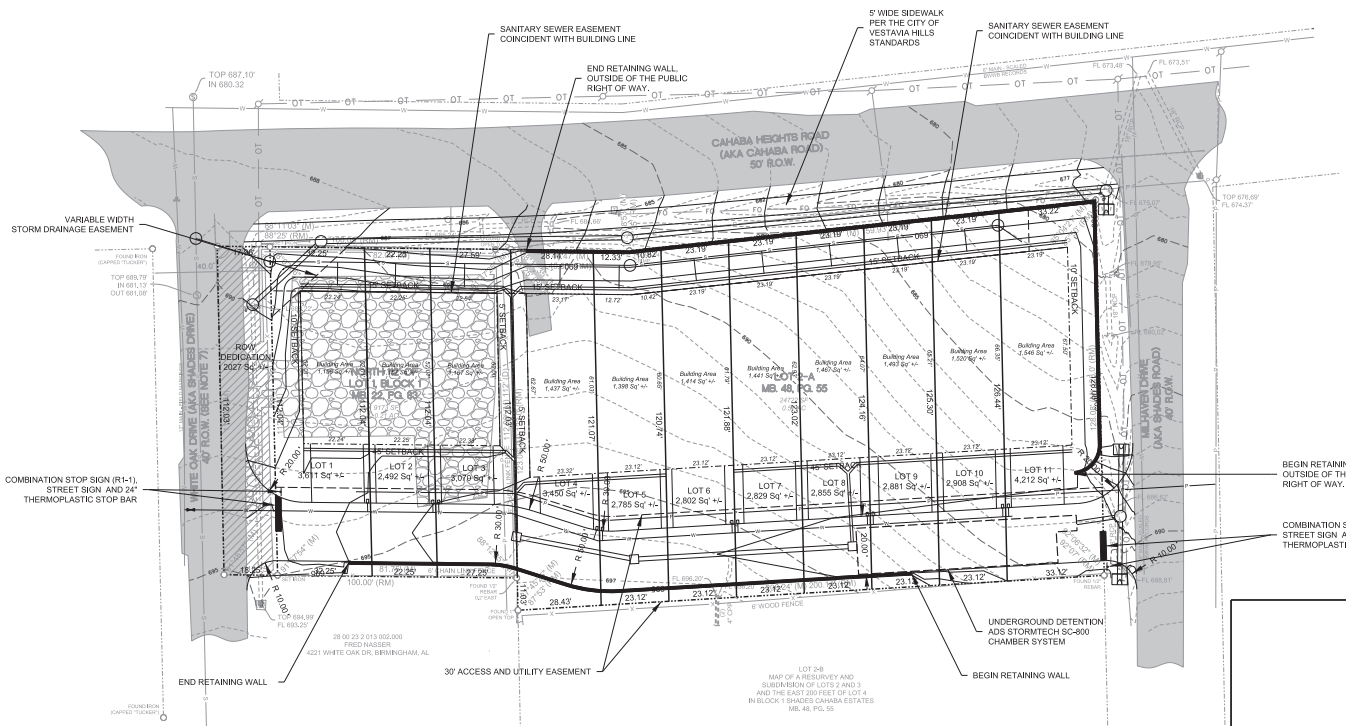
TITLE: BOUNDARY AND TOPOGRAPHIC SURVEY


120 BISHOP CIRCLE, SUITE 300 (PELHAM)
PELHAM, AL 35124
TEL - (205) 403-9158
1000 E. LAUREL AVENUE (FOLEY)
FOLEY, AL 36535
(251) 943-8960

EDG
ENGINEERING DESIGN GROUP, LLC
CIVIL LAND PLANNING SURVEYING
(205) 403-9158 (251) 943-8960


SHEET NO.
1 OF 1

U:\PROJECTS\KADCO0002 3279 CAHABA HTS, RD\Survey Pelham\Civil Dwg\KADCO0002 - 3279 CAHABA HEIGHTS.dwg




GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

A PRELIMINARY SUBDIVISION MAP FOR SINGLE FAMILY RESIDENCES

## CAHABA HEIGHTS TOWNHOMES

SITUATED IN THE SW ¼ OF THE NW ¼ OF
SECTION 23, TOWNSHIP 18 SOUTH, RANGE 2 WEST,
JEFFERSON COUNTY, VESTAVIA HILLS, ALABAMA

TOTAL SUBDIVIDED ACREAGE = 0.78 Ac
PROPOSED ZONING IS R-9
SETBACKS; AS SHOWN ON PLAT

ENGINEERING & SURVEYING BY
ENGINEERING DESIGN GROUP, LLC
120 BISHOP CIRCLE, SUITE 300
PELHAM, ALABAMA 35124
(205) 403-9158

NOTES:

1. ALL LOT DIMENSIONS SHOWN ARE APPROXIMATE.
2. TOPOGRAPHIC DATA ON THIS PLAT IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BY THE NATIONAL GEODETIC SURVEY AND IS GROUND TOPOGRAPHY BY ENGINEERING DESIGN GROUP.
3. COORDINATE SYSTEM IS BASED ON ALABAMA WEST STATE PLANE COORDINATES, ALABAMA WEST NAD 83.
4. CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING BUILDING SITES FREE OF DRAINAGE PROBLEMS.
5. SUBDIVIDED PROPERTY IS LOCATED IN FLOOD ZONE "X" AS PER FLOOD INSURANCE RATE MAP OF SHELBY COUNTY, ALABAMA COMMUNITY PANEL NO. 01073C0578J, EFFECTIVE DATE: SEPTEMBER 24, 2021.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF VESTAVIA HILLS SPECIFICATIONS.
7. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS DURING CONSTRUCTION FOR THE PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS.
8. STORM WATER RUNOFF PRODUCED FROM THIS DEVELOPMENT WILL NOT ADVERSELY EFFECT OTHER PROPERTIES. FURTHERMORE, THE STORM DRAINAGE SYSTEM IS DESIGNED IN ACCORDANCE WITH STANDARD, ACCEPTED ENGINEERING PRACTICES AND WILL PERFORM AS DESIGNED IF CONSTRUCTED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND APPLICABLE REGULATIONS.
9. ALL CONSTRUCTION TO MEET OSHA SAFETY GUIDELINES. SAID SAFETY PROCEDURES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL COMPACTION ON LOTS OR IN BUILDING AREAS SHALL BE CERTIFIED BY A LICENSED GEOTECHNICAL ENGINEER TO MEET BUILDING CODE REQUIREMENTS OR PROJECT SPECIFICATIONS, WHICHEVER IS GREATER.
11. SEE NOTES AND DETAIL DRAWINGS FOR ADDITIONAL NOTES, SPECIFICATIONS AND REQUIREMENTS RELATIVE TO WORK TO BE PERFORMED AS PART OF THE PROJECT.
12. DESIGN OF THE UNDERGROUND POWER IS PERFORMED BY ALABAMA POWER COMPANY. THE OWNER AND OR CONTRACTOR WILL COORDINATE THE DESIGN AND INSTALLATION OF THIS UTILITY SERVICE.
13. ALL STORM DRAINAGE OUTSIDE OF THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AND/OR DEVELOPER. SAID RESPONSIBILITY SHALL BE INCLUDED IN THE COVENANTS OF THE HOA AND PROVIDED TO THE CITY PRIOR TO RECORDING.
14. THE CITY ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE STARTING EACH PHASE OF WORK.
15. LOCATIONS AND THE DESIGN OF STREET LIGHTS WILL BE PERFORMED AT THE TIME THAT ALABAMA POWER COMPANY DESIGNS THE POWER SERVICE FOR THIS PROJECT.
16. AN AS-BUILT CERTIFICATION (FIGURE 4) OF THE SITE'S STORMWATER BMPS SHALL BE PERFORMED IN ACCORDANCE WITH THE POST-CONSTRUCTION STORMWATER MANAGEMENT TECHNICAL MEMORANDUM AND SHALL BE APPROVED BY THE CITY BEFORE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

ZONING DOCUMENTS NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1600 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8660

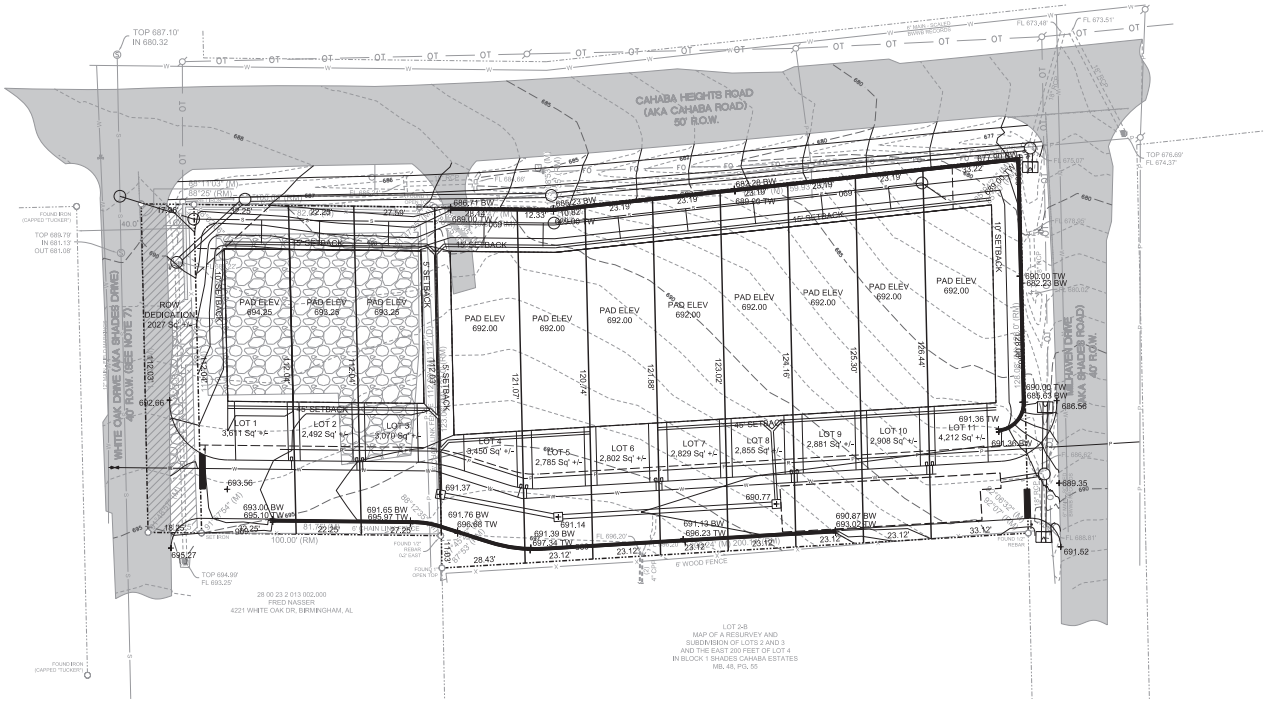
REVISIONS

PROJECT ADDRESS: 3201 WHITE OAK DRIVE & 3279 CAHABA HEIGHTS ROAD VESTAVIA HILLS, ALABAMA

SHEET TITLE: PRELIMINARY PLAT

PROJECT NAME: CAHABA HEIGHTS TOWNHOMES

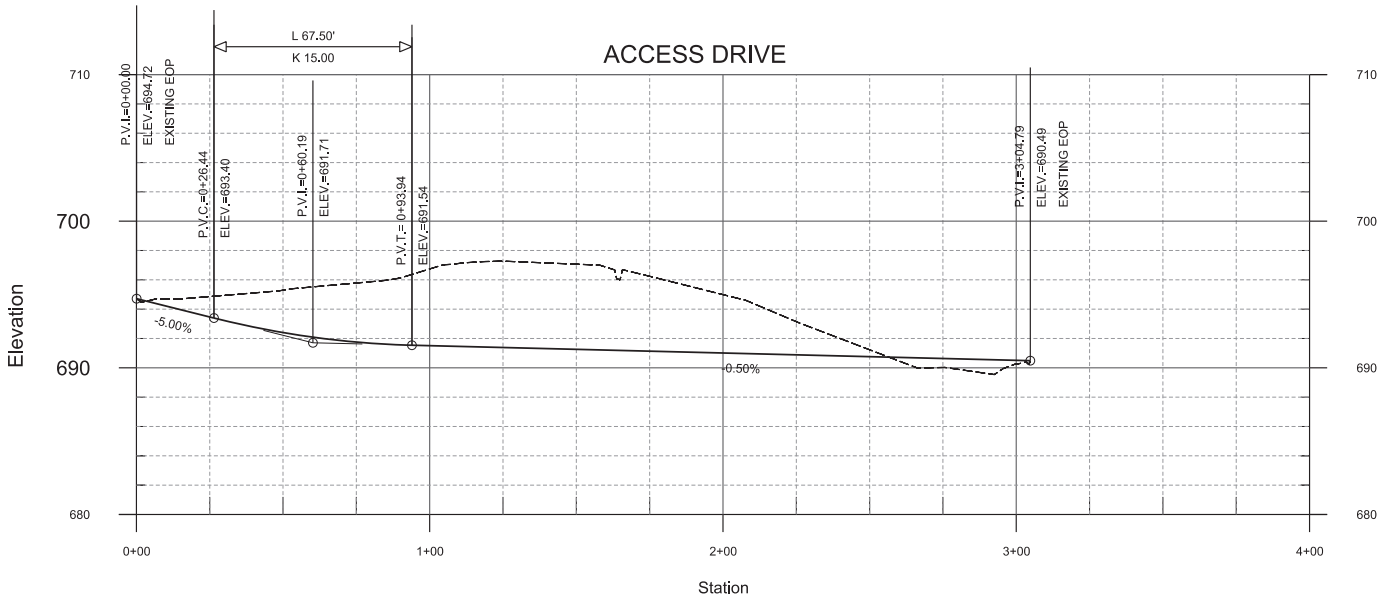
DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C1.0 Preliminary Plat.dgn
DATE: APRIL 3, 2024
SHEET NO.: C1.0




GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.




SCALE
HORIZ. 1"=20'
VERT. 1"=4'

LEGEND
= ORIGINAL GROUND ELEVATION
= PROPOSED FINISHED ELEVATION

DESIGN SPEED = 15 MPH
POSTED SPEED = 15 MPH
CREST K = 3, SAG K=10

ZONING DOCUMENTS
NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8660

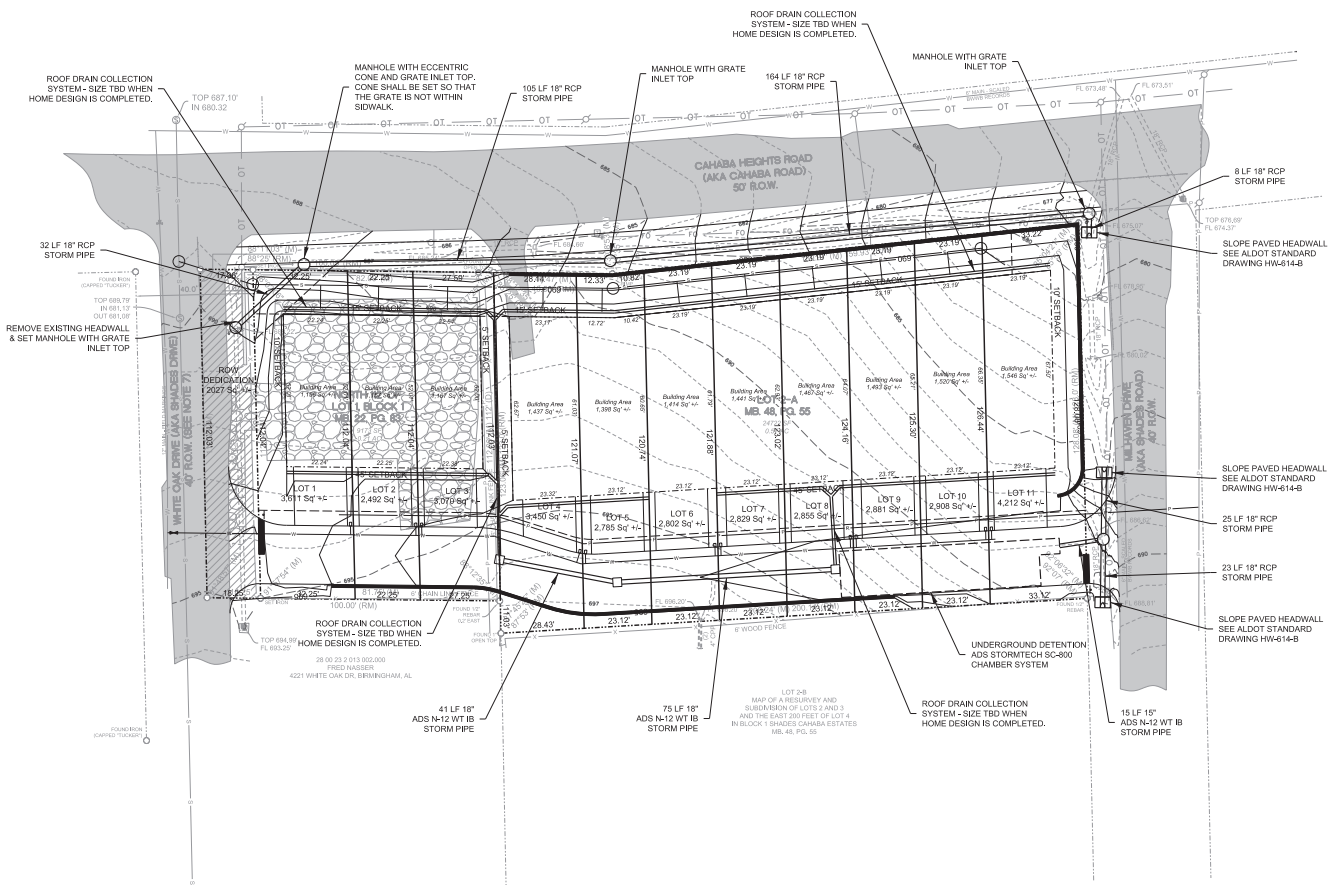
REVISIONS

PROJECT ADDRESS:
3201 WHITE OAK DRIVE &
3279 CAHABA HEIGHTS ROAD
VESTAVIA HILLS, ALABAMA

SHEET TITLE:
GRADING PLAN

PROJECT NAME:
CAHABA HEIGHTS
TOWNHOMES

DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C2.0 Grading Plan.dgn
DATE: APRIL 3, 2024
SHEET NO.: C2.0




GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

| CAHABA HEIGHTS TOWNHOMES STORM WATER ANALYSIS SUMMARY TABLE | | | | | | |
|---|---|---|---|---|---|---|
| Design Storm | 1 Year | 2 Year | 5 year | 10 Year | 25 Year | 100 Year |
| Pre Developed Flow, CFS | 1.66 | 2.03 | 2.73 | 3.41 | 4.48 | 5.41 |
| Post Developed Flow, CFS | 1.65 | 1.89 | 2.33 | 3.14 | 4.37 | 5.22 |
| Percent Change | -1% | -7% | -15% | -8% | -2% | -4% |
| Underground Detention Discharge, CFS | 0.93 | 1.02 | 1.40 | 1.95 | 2.64 | 3.12 |
| Underground Detention Pond Storage Volume, CF | 986 | 1,170 | 1,463 | 1,648 | 1,930 | 2,177 |
| Underground Detention Pond Stage, FT | 687.42 | 687.65 | 688.03 | 688.28 | 688.66 | 689.04 |

ZONING DOCUMENTS NOT FOR CONSTRUCTION

EDG
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FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8960

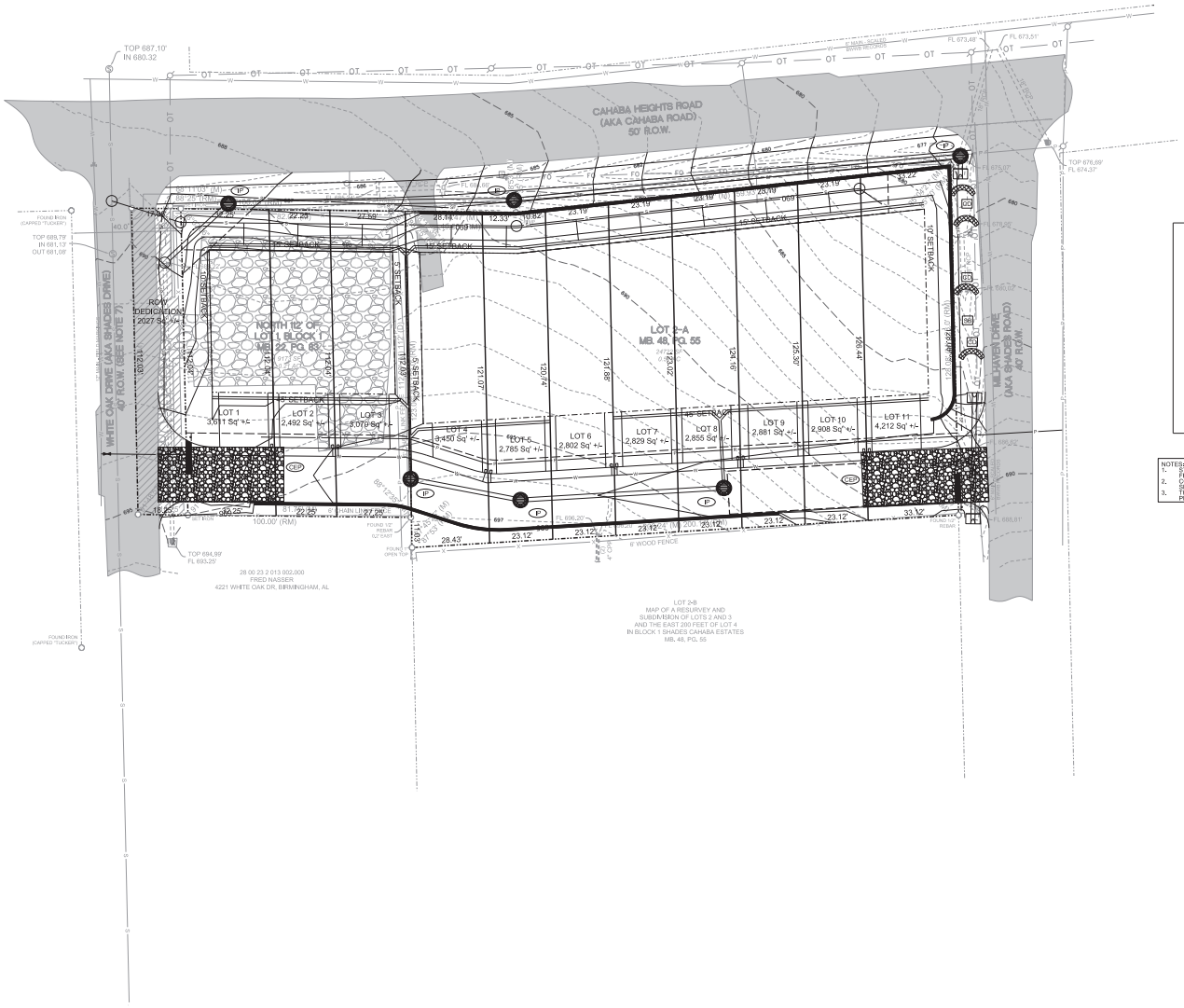
REVISIONS

PROJECT ADDRESS: 3201 WHITE OAK DRIVE & 3279 CAHABA HEIGHTS ROAD VESTAVIA HILLS, ALABAMA

SHEET TITLE: STORM PLAN

PROJECT NAME: CAHABA HEIGHTS TOWNHOMES

DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C3.0 Storm Plan.dgn
DATE: APRIL 3, 2024
SHEET NO.: C3.0




GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

LEGEND

| | | |
|---|---|---|
| CEP | | CONSTRUCTION EXIT PAD |
| TS | | TEMPORARY SEEDING |
| DC | | DUST CONTROL |
| ML | | MULCHING |
| CK | | WATTLE CHECK DAM |
| GK | | GROUNDS KEEPING |
| SDB | | STORM WATER DETENTION BASIN |
| SB | | SEDIMENT BARRIER |
| IP | | INLET PROTECTION |
| ECB | | EROSION CONTROL BLANKET |
| OP | | PERMANENT OUTLET PROTECTION |
| DI | | DIVERSION |
| CW | | CONCRETE WASHOUT |

NOTES:
1. STRUCTURES SHALL HAVE FABRIC INLET PROTECTION UNTIL TOPS ARE INSTALLED. FROM THAT TIME, WATTLES SHALL BE USED AS INLET PROTECTION.
2. CONTRACTOR IS RESPONSIBLE FOR KEEPING A LOG OF THE QUANTITY OF ALL SEDIMENT, AND MATERIALS REMOVED FROM BMP DEVICES.
3. THERE SHALL BE NO LAND DISTURBING ACTIVITY UNTIL PROOF OF ADEM NOR IS PROVIDED TO THE CITY OF VESTAVIA HILLS.

ZONING DOCUMENTS
NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8660

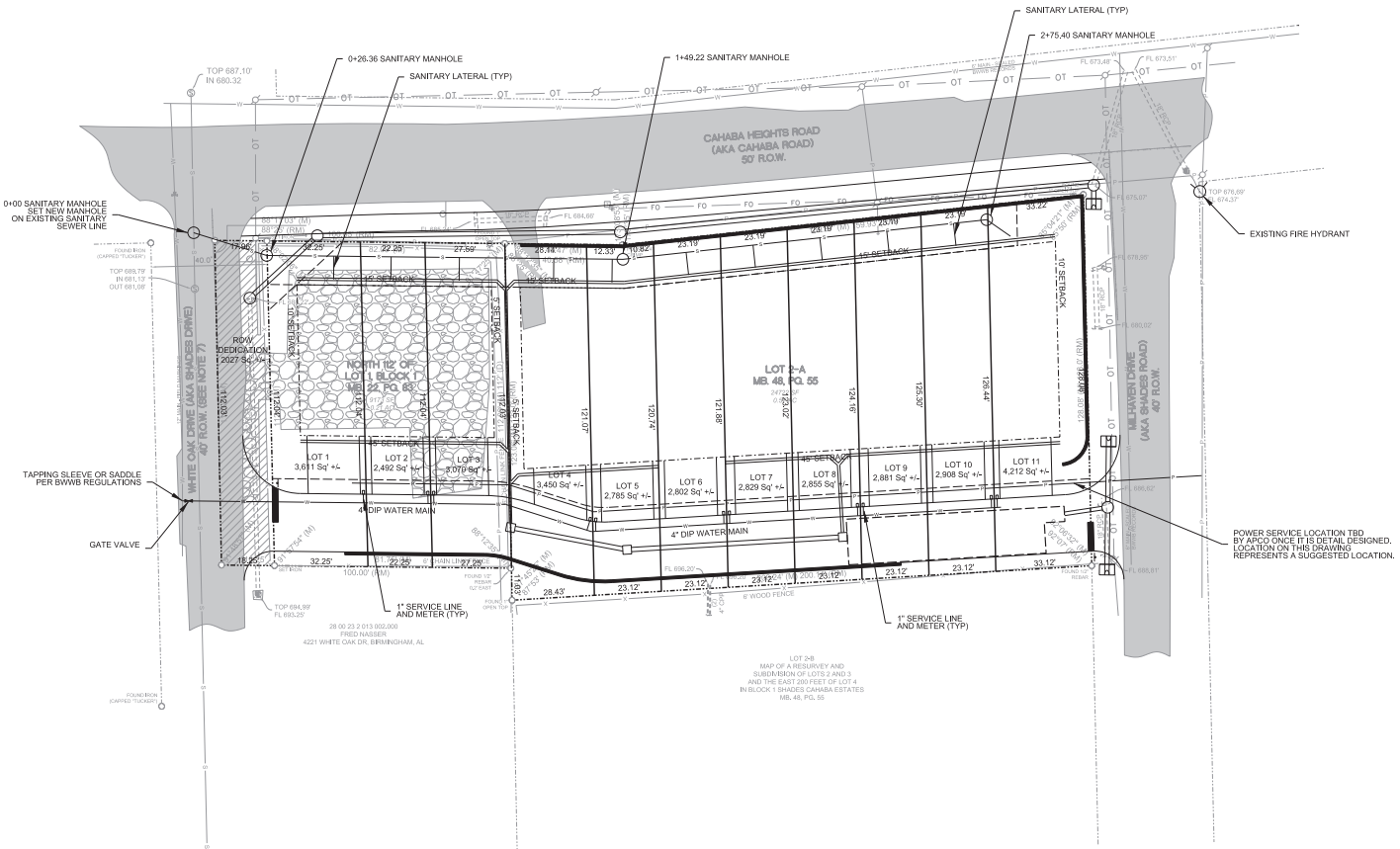
REVISIONS

PROJECT ADDRESS:
3201 WHITE OAK DRIVE &
3279 CAHABA HEIGHTS ROAD
VESTAVIA HILLS, ALABAMA

SHEET TITLE:
EROSION & SEDIMENT
CONTROL PLAN

PROJECT NAME:
CAHABA HEIGHTS
TOWNHOMES

DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C4.0 ESC Plan.dgn
DATE: APRIL 3, 2024
SHEET NO.: C4.0




GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.

ZONING DOCUMENTS
NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP

PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158

FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8660

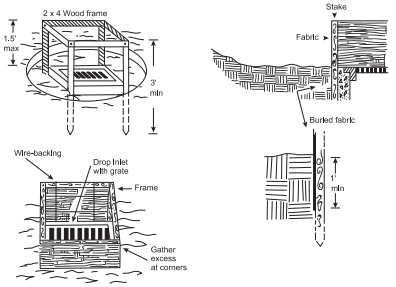
REVISIONS

PROJECT ADDRESS:
3201 WHITE OAK DRIVE &
3279 CAHABA HEIGHTS ROAD
VESTAVIA HILLS, ALABAMA

SHEET TITLE:
UUTILITY PLAN

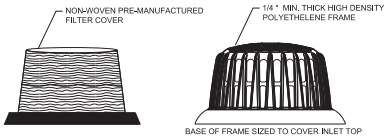
PROJECT NAME:
CAHABA HEIGHTS
TOWNHOMES

DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C5.0 Utility Plan.dgn
DATE: APRIL 3, 2024
SHEET NO.: C5.0




## SILT FENCE INLET PROTECTION (SIP)

NTS




SIDE VIEW

TYPICAL CONSTRUCTION SEQUENCE FOR FRAME & FILTER ASSEMBLY

1. EXCAVATE APPROXIMATELY 4" TO 6" BELOW THE TOP OF THE INLET STRUCTURE.
2. PLACE THE FRAME ONTO THE INLET STRUCTURE, ENSURE THE FRAME COVERS STRUCTURE COMPLETELY.
3. PLACE THE FILTER OVER THE FRAME.
4. FILL THE FILTER POCKETS WITH #57 GRAVEL OR EQUIVALENT. THE FILTER POCKETS SHOULD BE COMPLETELY FILLED TO ENSURE A GOOD SEAL BETWEEN THE GROUND AND THE INLET STRUCTURE.
5. BACKFILL AROUND THE FRAME AND FILTER ASSEMBLY IS NOT REQUIRED TO COMPLETE INSTALLATION; HOWEVER BACKFILLING MAY BE NECESSARY TO COMPLETE EXCAVATION REQUIREMENTS FOR THE SITE.

MAINTENANCE REQUIREMENTS FOR FRAME AND FILTER ASSEMBLY

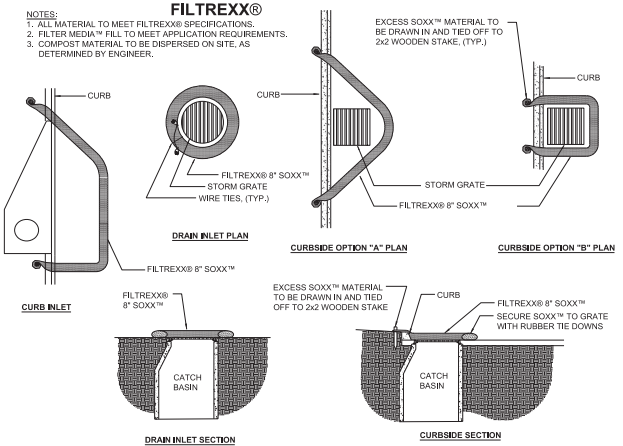
1. MAINTENANCE IS REQUIRED WHEN ERODED SOILS REACH A POINT OF 65% OF THE TOTAL HEIGHT OF THE FRAME OR APPROXIMATELY 7 TO 9 INCHES OF THE GREY FILTER MATERIAL IS SHOWING.
2. REMOVE THE IMAPCTED MATERIAL BY HAND OR MACHINE METHOD, PAYING CLOSE ATTENTION NOT TO DAMAGE THE FRAME OR FILTER.
3. BRUSH, SWEEP OR WASH FILTER AND INSPECT FOR ANY CUTS AND/OR ABRASIONS, REPLACE FILTER AS NECESSARY. INSPECT FRAME FOR ANY STRESS OR DAMAGE, REPLACE AS NECESSARY.
4. REFILL FILTER POCKETS, BACKFILL AS REQUIRED BY JOBSITE CONDITIONS.

## SILT SAVER - (FIP)

NTS

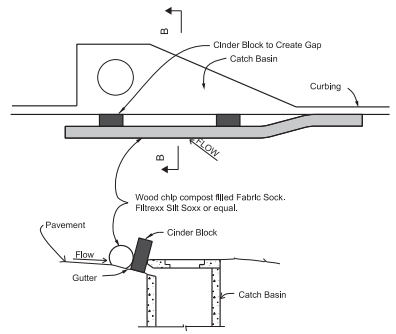
## FILTREXX®

NOTES:
1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
2. FILTER MEDIA™ FILL TO MEET APPLICATION REQUIREMENTS.
3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.




## FILTREXX® WATTLE INLET PROTECTION (WIP)

NTS



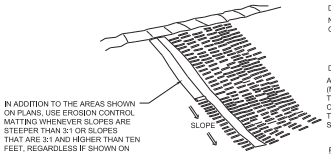

SECTION B-B

NOTE:
* Install filter within 24 hours of pouring curb, or when wing inlet top is poured and water is directed to inlet.

* Install filter within 24 hours after any asphalt pavement installation.

## WATTLE INLET PROTECTION INSTALLED ON CURB INLET

NTS




NOTE:
1. ALL MATTING MATERIAL MUST BE ON THE ALABAMA DEPARTMENT OF TRANSPORTATION QUALIFIED PRODUCTS LIST

2. INSTALL PER MANUFACTURER SPECIFICATIONS

DESIGN BASIS:

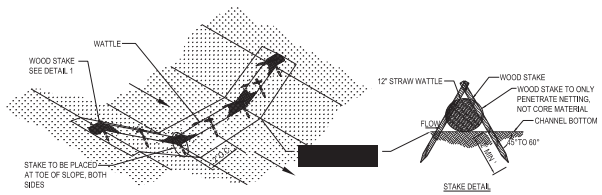
NORTH AMERICAN GREEN S150 OR NORTH AMERICAN GREEN HYDRACX2 OR APPROVED ALTERNATE.

DEFINITION:

A PROTECTIVE SOIL STABILIZATION COVERING (MATTING OR HYDROSEED WITH TACKIFIER) USED TO ESTABLISH VEGETATION ON STEEP SLOPES, CHANNELS, OR SHORELINES. IT ALSO REINFORCES TURF TO RESIST FORCES OF EROSION DURING STORM EVENTS.

| PHYSICAL PROPERTIES | MINIMUM VALUE |
|---|---|
| THICKNESS | 0.5 INCH |
| WEIGHT | 0.6 PSY |
| ROLL WIDTH | 38 INCHES |
| TENSILE STRENGTH | |
| LENGTH 950% ELONGATION) | 15 LBS/INCH |
| LENGTH (ULTIMATE) | 20 LBS/INCH |

## EROSION CONTROL BLANKET (ECB)




WATTLE CHECK DAMS TO BE INSTALLED WITHOUT TRENCHING AND ON TOP OF STAPLED GEOTEXTILE UNDERLAYMENT THAT EXTENDS A MINIMUM 3 FT, UP AND DOWNSTREAM FROM THE WATTLE. WATTLES MUST BE PROPERLY STAPLED WITH SOD STAPLES ON 10-INCH CENTERS ON EACH SIDE OF THE WATTLE TO PREVENT FLOTATION AND STAKED OVER THE TOP USING NON-DESTRUCTIVE TEE-PEE TYPE STAKING

WATTLE SPACING

REFER TO ALDOT SPECIAL DRAWING NO. ESC-300 FOR RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLES

CdW **WATTLE CHECK DAM**
N.T.S.

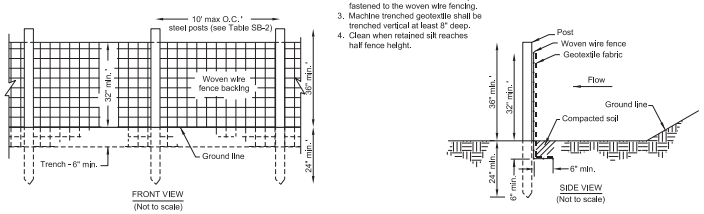
Figure FS-1 Geographical Area as for Species Adaptation

*Note: Site conditions related to soils and aspect in counties adjacent or close to county boundaries may justify adjustments in planting dates by qualified design professionals.*

| Species | Seeding Rates/Ac PLS [1] | North | Central | South |
|---|---|---|---|---|
| | | | Seeding Dates | |
| Bahiagrass, Pensacola | 40 lbs | - | Mar 1-July 1 | Feb 1-Nov 1 [2] |
| Bermudagrass, Common | 10 lbs | Apr 1-July 1 | Mar 15-July 15 | Mar 1-July 15 |
| Bahiagrass, Pensacola Bermudagrass, Common | 30 lbs 5 lbs | - | Mar 1-July 1 | Mar 1-July 15 |
| Bermudagrass, Hybrid (Lawn Types) | Solid Sod | Anytime | Anytime | Anytime |
| Bermudagrass, Hybrid (Lawn Types) | Sprigs 1/sq ft | Mar 1-Aug 1 | Mar 1-Aug 1 | Feb 15 -Sep 1 |
| Fescue, Tall | 40-60 lbs | Sep 1-Nov 1 | Sep 1-Nov 1 | - |
| Sericea | 40-60 lbs | Mar 15-July 15 | Mar 1-July 15 | Feb 15-July 15 |
| Sericea & Common Bermudagrass | 40 lbs 10 lbs | Mar 15-July 15 | Mar 1-July 15 | Feb 15-July 15 |
| Switchgrass, Alamo | 4 lbs | Apr 1-Jun 15 | Mar 15-Jun 15 | Mar 15-Jun 15 |

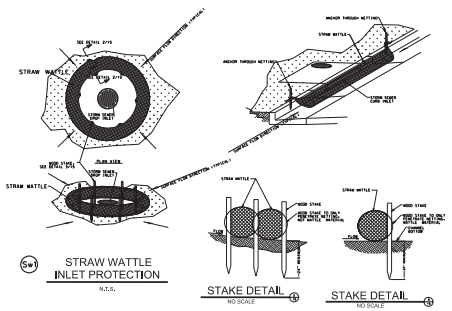
Table MU-1 Mulching Materials and Application Rates

| Material | Rate Per Acre and (Per 1000 ft.2) | Notes |
|---|---|---|
| **Straw (with Seed)** | 1 ½ - 2 tons (70 lbs - 90 lbs) | Spread by hand or machine; anchor when subject to blowing. |
| **Straw Alone (no seed)** | 2 ½ - 3 tons ( 115 lbs - 160 lbs) | Spread by hand or machine; anchor when subject to blowing. |
| **Wood Chips** | 5-6 tons (225 lbs - 270 lbs ) | Treat with 12 lbs. nitrogen/ton. |
| **Bark** | 35 cubic yards (.08 cubic yard) | Can apply with mulch blower. |
| **Pine Straw** | 1-2 tons (45 lbs - 90 lbs) | Spread by hand or machine; will not blow like straw. |
| **Peanut Hulls** | 10-20 tons (450 lbs - 900 lbs) | Will wash off slopes. Treat with 12 lbs. nitrogen/ton. |




## TYPE-A SILT FENCE - (SB)

NTS




STRAW WATTLE INLET PROTECTION
N.T.S.

ZONING DOCUMENTS NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1600 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8660

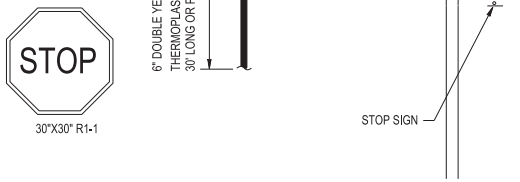
REVISIONS

PROJECT ADDRESS: 3201 WHITE OAK DRIVE & 3279 CAHABA HEIGHTS ROAD VESTAVIA HILLS, ALABAMA

SHEET TITLE: EROSION CONTROL DETAILS

PROJECT NAME: CAHABA HEIGHTS TOWNHOMES

DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C6.0 Details.dgn
DATE: APRIL 3, 2024
SHEET NO.: C6.1

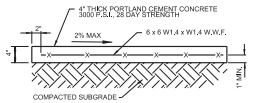



PAINTED STOP DETAIL

N.T.S.

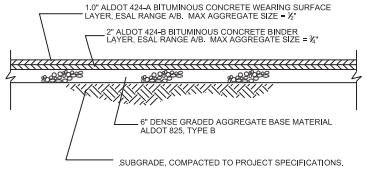
NOTES:

1. CONSTRUCTION JOINTS TO BE AT 5'-0" INTERVALS.
2. EXPANSION JOINTS WITH ½" EXPANSION JOINT MATERIAL SHALL BE PLACED AT 50 FT INTERVALS AND AT THE INTERSECTION OF WALKS.
3. ½" EXPANSION JOINT MATERIAL REQUIRED WHERE SIDEWALKS ABUT CURB.
4. ALL EXTERIOR SIDEWALKS TO RECEIVE LIGHT BROOM FINISH.
5. MAXIMUM CROSS SLOPE ON SIDEWALK SHALL BE 2%.



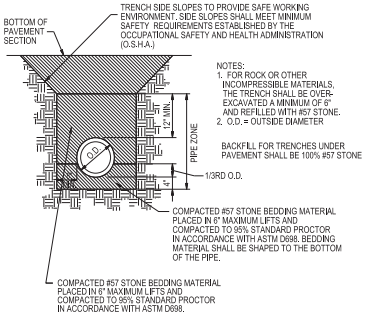

SIDEWALK DETAIL

N.T.S.



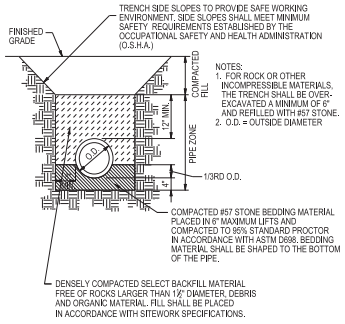

STANDARD DUTY PAVING SECTION

N.T.S.




PIPE BEDDING FOR PIPES UNDER PAVEMENT

N.T.S.




PIPE BEDDING DETAIL

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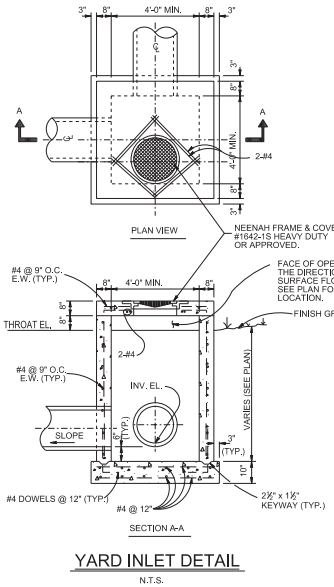


YARD INLET DETAIL

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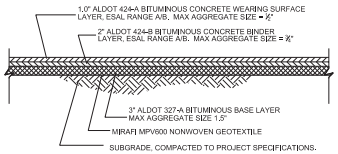



ALTERNATE STANDARD DUTY PAVING SECTION ("BLACK BASE" OPTION)

N.T.S.

ZONING DOCUMENTS NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8660

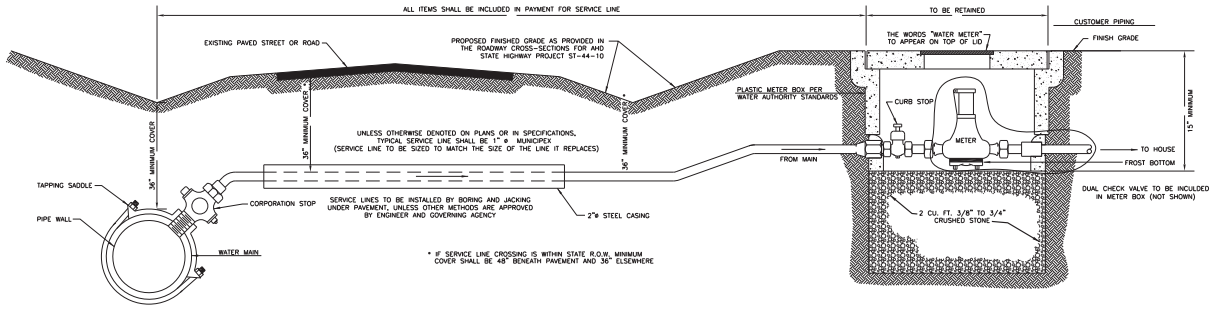
REVISIONS

PROJECT ADDRESS: 3201 WHITE OAK DRIVE & 3279 CAHABA HEIGHTS ROAD VESTAVIA HILLS, ALABAMA

SHEET TITLE: SITE DETAILS

PROJECT NAME: CAHABA HEIGHTS TOWNHOMES

DRAWN BY: JSIII
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C6.0 Details.dgn
DATE: APRIL 3, 2024
SHEET NO.: C6.2



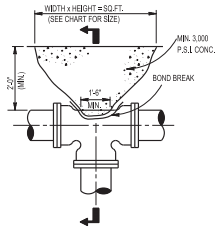

**TYPICAL SERVICE CONNECTION TO MAIN**
NOT TO SCALE

**TYPICAL SERVICE LINE INSTALLATION UNDER PAVEMENT**
NOT TO SCALE

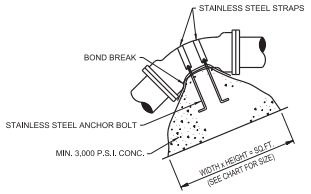
* MIN. THRUST AREA IN SQ.FT. FOR CONC. THRUST BLOCK

| PIPE SIZE | 90° | 45° | 22 1/2° | 11 1/4° | TEES OR DEAD END |
|---|---|---|---|---|---|
| 3" | 2,0 | 1,0 | 0,5 | - | 1,5 |
| 4" | 3,0 | 1,5 | 1,0 | 0,5 | 2,0 |
| 6" | 5,5 | 3,0 | 1,5 | 1,0 | 4,0 |
| 8" | 9,5 | 5,0 | 3,0 | 1,5 | 6,5 |
| 10" | 14,0 | 7,5 | 4,0 | 2,0 | 10,0 |
| 12" | 19,5 | 10,5 | 5,5 | 3,0 | 14,0 |

THRUST AREAS ARE BASED ON 200 PSI MAX. PIPE PRESSURE




THRUST BLOCK DETAIL FOR TEE IN WATER PIPE
N.T.S.




THRUST BLOCK DETAIL FOR VERTICAL BEND
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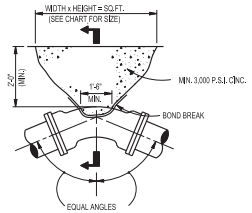


THRUST BLOCK DETAIL FOR HORIZONTAL BEND IN WATER PIPE
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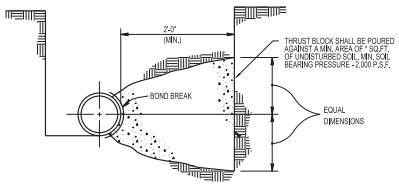


THRUST BLOCK SECTION
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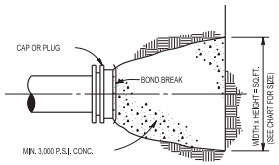



THRUST BLOCK DETAIL FOR DEAD END
N.T.S.

ZONING DOCUMENTS
NOT FOR CONSTRUCTION

EDG
ENGINEERING DESIGN GROUP
PELHAM, AL
120 BISHOP CIRCLE SUITE 300
PELHAM, AL 35124
(205) 403 - 9158
FOLEY, AL
1000 E. LAUREL AVENUE
FOLEY, AL 36535
(251) 943 - 8660

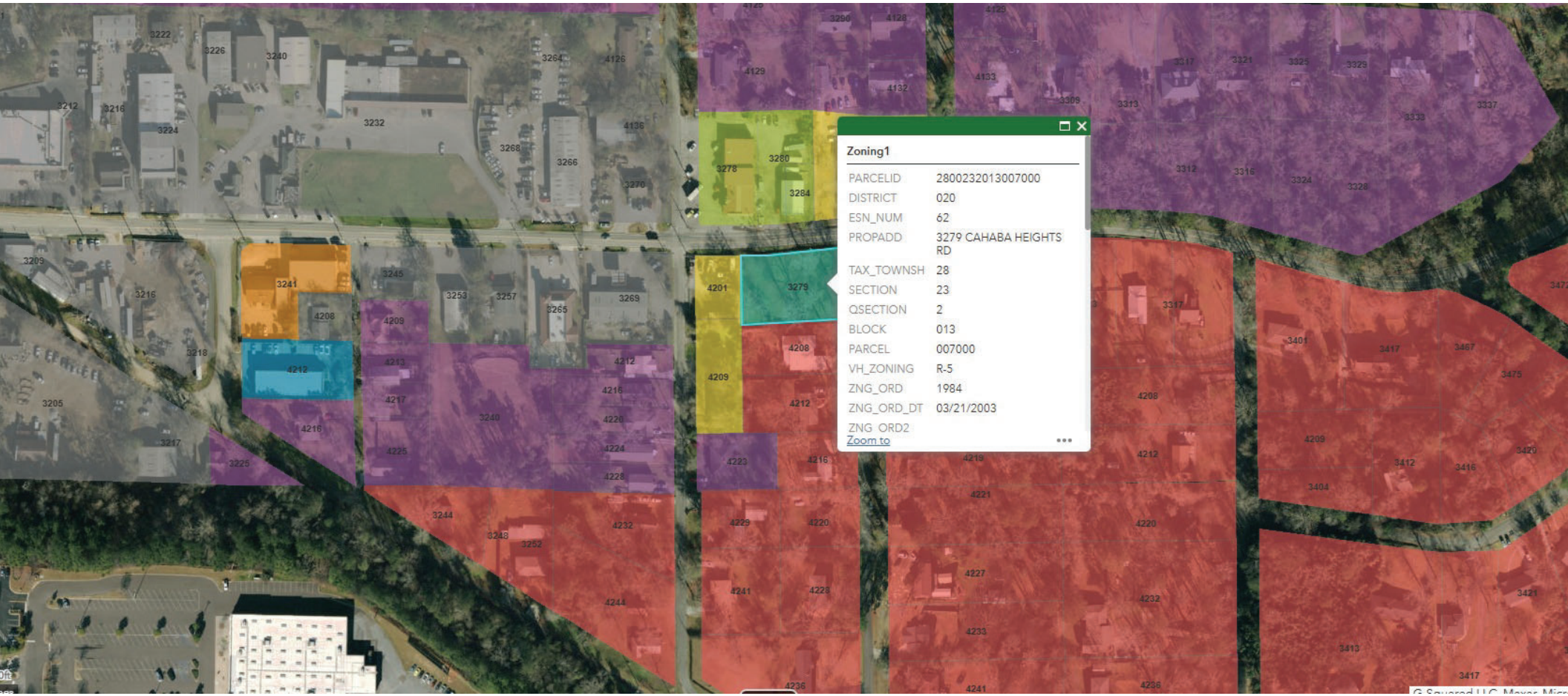
REVISIONS

PROJECT ADDRESS:
3201 WHITE OAK DRIVE &
3279 CAHABA HEIGHTS ROAD
VESTAVIA HILLS, ALABAMA

SHEET TITLE:
SITE DETAILS

PROJECT NAME:
CAHABA HEIGHTS TOWNHOMES

DRAWN BY: JSW
CHECKED BY: WHL
PROJECT No.: KADCO0002
CAD FILE: C6.0 Details.dgn
DATE: APRIL 3, 2024
SHEET NO.: C6.3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DISTRICT 020
ESN_NUM 62
PROPADD 3279 CAHABA HEIGHTS RD
TAX_TOWNSH 28
SECTION 23
QSECTION 2
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VH_ZONING R-5
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ZNG_ORD_DT 03/21/2003
ZNG_ORD2
Zoom to

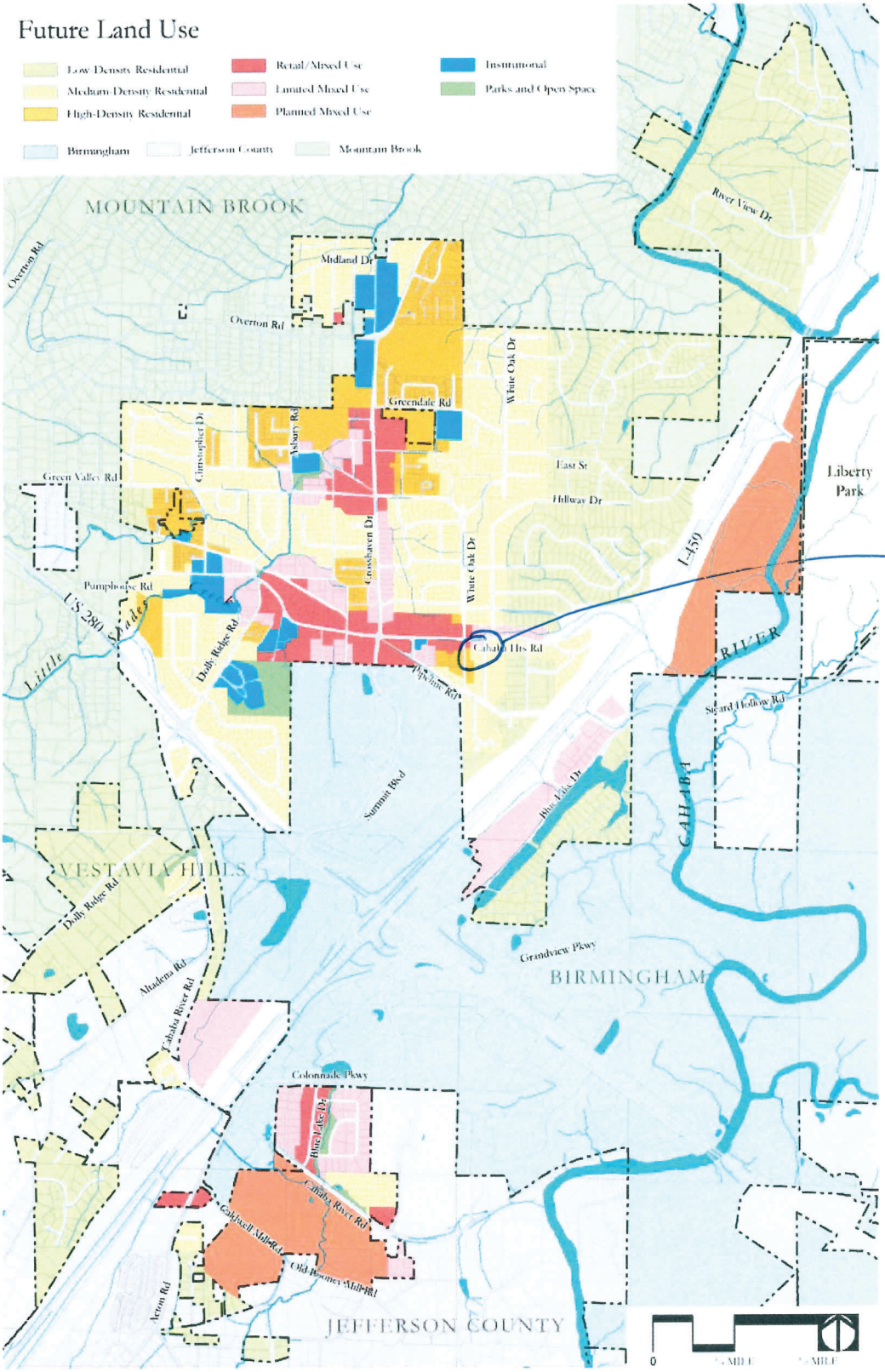


Figure 4: Future Land Use Map

# CITY OF VESTAVIA HILLS

# INTER-DEPARTMENT MEMO

**July 14, 2025**

**To:** Jeff Downes, City Manager

**From:**

**Cc:**

**RE:** Citizens Comments

---

**Background:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**
None