Vestavia Hills
City Council Agenda
August 25, 2025
6:00 PM

1. Call to Order
2. Roll Call
3. Invocation - Steve Dedmon, Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Approval Of The Agenda
6. Certificate of Recognition - Miss Alabama's Teen 2025 Addison Shoemaker
7. Proclamation - September 2025 - Gynecologic Cancer Awareness Month
8. Announcements, Candidates and Guest Recognition
9. City Manager’s Report
10. Councilors’ Reports
11. Finance Reports - Zachary Clifton, Deputy Finance Director
12. Approval Of Minutes - August 11, 2025 regular meeting minutes

Old Business (Public Hearing)

13. Public Hearing - Ordinance Number 3278 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 1064 Montgomery Highway; Shannon Waltchack, owners; Martin Briggs, Splash and Dash Groomeries and Boutique, representing
14. Public Hearing - Ordinance Number 3279 - Annexation - 90-Day Final - 1720 Vestaview Lane; Jaye Lawrence, Owner
15. Public Hearing - Ordinance Number 3280 - Rezoning - 1720 Vestaview Lane; Rezone from Jefferson County R-1 to Vestavia HIlls R-2 for annexation; Jaye Lawrence, Owner
16. Public Hearing - Ordinance Number 3282 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an agreement for a drainage improvement and pipe rehabilitation project designated as Project Number IM-I459(324) on I-459 within the city limits of Vestavia Hills.
17. Public Hearing - Ordinance Number 3283 - An Ordinance authorizing the Mayor and City Manager to execute any and all documents associated with the engagement of Doster Construction Company, Inc. as its construction manager for FY 26 and FY 27 capital projects

18. Public Hearing – Ordinance Number 3284 – An Ordinance approving and adopting the final 10% of the fiscal year 2025 budgets for the City of Vestavia Hills

New Business

19. Public Hearing - Resolution Number 5581 - A Resolution approving an alcohol license for BBB Cahaba Heights LLC d/b/a Big Bad Breakfast for 020 - Restaurant Retail Liquor; John M. Bodnar, Dean J. Maio and John M. Currence, executives
20. Public Hearing - Resolution Number 5583 - A Resolution approving an alcohol license for Mega Dimensions Inc., d/b/a Bangkok Street Foods for 020-Restaurant Retail Liquor; Mantana Damrongsak, executive
21. Ordinance Number 3293 - An Ordinance Authorizing the Mayor and City Manager to execute a Supplemental Agreement with Gresham Smith for design of sidewalk at Highway 31 Pedestrian Bridge

New Business Requesting Unanimous Consent (Public Hearing)

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

22. Public Hearing - Ordinance Number 3285 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2025 Until September 30, 2026 *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
23. Public Hearing - Resolution Number 5579 - A Resolution Authorizing An Increase In Salary And Wages For Employees *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*
24. Public Hearing - Resolution Number 5880 - A Resolution accepting dedication of right-of-way on the portion of Wooten Drive located adjacent to 3917 Wooten Drive
25. Public Hearing - Resolution Number 5582 - A Resolution dedication streets in the Forest Creek Subdivision
26. Public Hearing - Ordinance 3292 - An Ordinance Granting a Franchise Agreement to Uniti Fiber GulfCo, LLC and Authorizing the Mayor and City Manager to Execute the Agreement
27. Public Hearing - Ordinance Number 3294 - An Ordinance Accepting a Bid for City of Vestavia Hills Right-of-Way Mowing and Maintenance and authorizing the Mayor and City Manager to execute any and all agreements for said service
28. Public Hearing - Ordinance Number 3295 - An Ordinance Accepting a Bid for Grounds Mowing and Landscape Maintenance within the City of Vestavia Hills and authorizing the Mayor and City Manager to execute and deliver all agreements needed for said service
29. Citizens Comments
30. 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.

City of
VESTAVIA HILLS

IN RECOGNITION

On behalf of the City of Vestavia Hills, it is with great pleasure that I present this Certificate of Recognition to

ADDISON SHOEMAKER

for being selected as Miss Alabama's Teen 2025.

It is quite an honor that you have been selected to represent the State of Alabama at the Miss America's Teen competition. This recognition on the national level directly reflects your dedication and commitment to achieving your personal and professional goals and those of the Miss Alabama's Teen program while making an impact in the community. We are proud to have you represent the City of Vestavia Hills and the State of Alabama.

The Council joins me in congratulating you for this accomplishment of which we are so very proud. We wish you continued success at the finals in January 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 25th day of August 2025.

Ashley C. Curry, Mayor

WHEREAS, gynecologic (GYN) cancers are among the leading cancer killers of women in the United States, and more than 125,000 women will be diagnosed, and more than 33,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and

WHEREAS, the Laura Crandall Brown Foundation and their "State of Teal" initiative brings awareness of all GYN cancers to the people throughout the State of Alabama; and

WHEREAS, the good health and well-being of women in our state and the City of Vestavia Hills are enhanced by increased awareness of GYN cancers and their symptoms and treatments; and

WHEREAS, it is also crucial that all women in our state and the City of Vestavia Hills take an active role in learning the symptoms and risk factors associated with GYN cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in their early and treatable stages; and

WHEREAS, we reflect upon the memory of those lost to these diseases, the bravery of those currently battling these diagnoses, and the need for increased awareness, screening, and research so that the women of our state and the City of Vestavia Hills might be spared from them in the future, and encourage all citizens to work together to raise awareness of GYN cancers.

NOW, THEREFORE, I, Ashley C. Curry, by virtue of the authority vested in me as Mayor of the City of Vestavia Hills in the State of Alabama, do hereby proclaim September 2025 as

GYNECOLOGIC CANCER AWARENESS MONTH

throughout Vestavia Hills and encourage all residents to work together to raise awareness of GYN cancers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vestavia Hills to be affixed this the 25th day of August 2025.

Ashley C. Curry
Mayor

Summary
Financial Report
July 2024-2025

1.) Reconciled Cash Balance

The overall reconciled cash balance for the month of July was $48,100,652

General Funds	$38,846,411
Restricted Funds	$9,251,061
Petty Cash	$3,180
Total	**$48,100,652**

2.) The "Financial Overview" for the month and YTD through July is as follows:

Monthly Revenues	$3,484,116	YTD Revenues	$64,593,908
Monthly Expenses	$6,026,065	YTD Expenses	$60,668,222
Monthly Fund Balance	($2,541,949)	YTD Fund Balance	$3,925,686

3.) Comparative Fund Balances:

	YTD	Variance
Actual - 2024-2025	$3,925,686	
Budget - 2024-2025	$384,273	$3,541,413
Last Year - 2023-2024	$6,599,834	($2,674,148)

Note:

The "Actual Fund Balance" is $3,541,413 greater than the "Budgeted Fund Balance" and $2,674,148 less than "Last Year's Fund Balance".

Summary
Financial Report
July 2024-2025

	MTD			YTD			Variance	
	Actual	Budget	Last Year	Actual	Budget	Last Year	Act vs. Bdgt	Act vs LY
REVENUES	3,484,116	3,262,260	3,747,777	64,593,908	62,286,174	64,335,873	2,307,734	258,035
EXPENSES	6,026,065	5,810,140	5,681,290	60,668,222	61,901,901	57,736,039	1,233,679	(2,932,183)
FUND BALANCE	(2,541,949)	(2,547,880)	(1,933,513)	3,925,686	384,273	6,599,834	3,541,413	(2,674,148)
Advalorem - Real	0	904	0	21,411,605	21,236,350	20,950,523	175,255	461,082
Sales Tax	2,507,639	2,201,010	2,365,901	24,985,109	23,790,484	23,315,721	1,194,625	1,669,388
Utility Franchise Fees	862	96	97	2,693,326	2,613,571	2,613,737	79,755	79,589
Business License	85,428	65,475	68,572	4,323,288	4,233,162	4,435,531	90,126	(112,244)
Advalorem - Personal	222,912	182,270	202,442	2,057,212	1,886,115	1,971,492	171,097	85,720

October thru July 2025 (10 months) **2024-2025**

	Actual	Budget Total	Outstanding Bal	% Received	% Outstanding	Verification
Advalorem - Real	21,411,605	21,245,666	165,939	100.78%	-0.78%	100.00%
Sales Taxes	24,985,109	28,094,201	(3,109,092)	88.93%	11.07%	100.00%
Utility Franchise Fees	2,693,326	2,613,571	79,755	103.05%	-3.05%	100.00%
Business License	4,323,288	4,374,434	(51,146)	98.83%	1.17%	100.00%
Advalorem - Personal	2,057,212	2,319,009	(261,797)	88.71%	11.29%	100.00%

JULY	MTD			MTD	
			Variance	Last Year	Act vs LY
Advalorem - Real	0	904	(904)	0	0
Sales Taxes	2,507,639	2,201,010	306,629	2,365,901	141,738
Utility Franchise Fees	862	96	766	97	765
Business License	85,428	65,475	19,953	68,572	16,857
Advalorem - Personal	222,912	182,270	40,642	202,442	20,471

FINANCIAL SUMMARY REPORT
"JULY 2024-2025"

	MONTH OF JULY 2025							YEAR-TO- DATE THROUGH JULY 2025						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
REVENUE SUMMARY	2024-2025	2024-2025	2023-2024	Actual to Budget		Actual to Last Year		2024-2025	2024-2025	2023-2024	Actual to Budget		Actual to Last Year	
	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage	Actual	Budget	Actual	Amount	Percentage	Amount	Percentage
STATE REVENUE	76,669	37,254	11,521	39,415	105.80%	65,148	565.46%	275,883	164,378	153,579	111,505	67.83%	122,303	79.64%
COUNTY REVENUE	252,128	247,239	227,144	4,889	1.98%	24,984	11.00%	23,694,264	23,389,196	23,151,721	305,068	1.30%	542,544	2.34%
CITY REVENUE	3,036,470	2,838,071	3,393,551	198,399	6.99%	(357,081)	-10.52%	39,126,005	37,319,711	39,623,584	1,806,294	4.84%	(497,579)	-1.26%
PARK & RECREATION	118,849	139,696	115,561	(20,847)	-14.92%	3,288	2.84%	1,497,755	1,412,889	1,406,989		6.01%	90,767	6.45%
TOTAL REVENUES	**3,484,116**	**3,262,260**	**3,747,777**	**221,856**		**(263,661)**		**64,593,908**	**62,286,174**	**64,335,873**	**2,307,734**		**258,035**	
EXPENDITURE SUMMARY														
NON DEPARTMENTAL	1,743,722	1,515,114	1,623,694	(228,607)	-15.09%	(120,028)	-7.39%	20,211,890	20,258,373	20,142,399	46,483	0.23%	(69,490)	-0.34%
CITY COUNCIL	4,886	5,806	5,385	920	15.85%	499	9.28%	70,130	80,410	70,193	10,280	12.78%	63	0.09%
MAYOR & ADMINISTRATION	222,445	209,535	176,966	(12,910)	-6.16%	(45,478)	-25.70%	2,145,510	2,304,500	1,731,174	158,990	6.90%	(414,336)	-23.93%
CITY CLERK	48,104	49,689	45,122	1,585	3.19%	(2,982)	-6.61%	493,238	513,637	458,085	20,399	3.97%	(35,153)	-7.67%
MUNICIPAL COMPLEX	60,887	27,821	22,435	(33,066)	-118.85%	(38,452)	-171.39%	392,918	380,024	331,059	(12,894)	-3.39%	(61,859)	-18.69%
INFORMATION SERVICES	86,776	139,191	140,643	52,415	37.66%	53,867	38.30%	647,321	785,376	710,848	138,055	17.58%	63,527	8.94%
POLICE	1,346,517	1,291,554	1,201,529	(54,963)	-4.26%	(144,988)	-12.07%	12,527,563	13,173,273	11,455,817	645,710	4.90%	(1,071,746)	-9.36%
FIRE	1,139,253	1,142,062	1,091,169	2,809	0.25%	(48,084)	-4.41%	11,615,235	11,994,943	11,029,957	379,708	3.17%	(585,278)	-5.31%
INSPECTION	77,640	75,364	70,770	(2,276)	-3.02%	(6,870)	-9.71%	771,227	796,800	695,835	25,573	3.21%	(75,393)	-10.83%
PUBLIC SERVICES	481,478	464,688	463,249	(16,790)	-3.61%	(18,229)	-3.94%	4,730,971	4,660,482	4,540,677	(70,489)	-1.51%	(190,294)	-4.19%
PUBLIC LIBRARY	250,812	290,023	267,779	39,211	13.52%	16,967	6.34%	2,509,101	2,808,382	2,436,427	299,281	10.66%	(72,674)	-2.98%
PARKS & LEISURE SERVICES	563,546	599,293	572,548	35,747	5.96%	9,002	1.57%	4,553,118	4,145,701	4,133,567	(407,417)	-9.83%	(419,551)	-10.15%
TOTAL EXPENDITURES	**6,026,065**	**5,810,140**	**5,681,290**	**(215,924)**		**(344,774)**		**60,668,222**	**61,901,901**	**57,736,039**	**1,233,679**		**(2,932,183)**	
SURPLUS / (DEFICIT)	**(2,541,949)**	**(2,547,880)**	**(1,933,513)**	**5,932**		**(608,436)**		**3,925,686**	**384,273**	**6,599,834**	**3,541,413**		**(2,674,148)**	

CITY OF VESTAVIA HILLS
MONTHLY CASH REPORT
"RECONCILED BALANCES"

General Funds	Banking Institutions	APR	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025
General / Operational Funds	Region Bank	4.03%	9,516,369.01	4,077,735.30	2,844,714.72	1,979,485.71	4,380,644.42	4,836,106.35	24,990,834.56	22,171,177.13	13,955,675.26	16,263,402.43	14,503,397.35	13,930,215.42	8,310,724.96
Enhanced Cash Strategy	Region Bank	4.31%	10,351,509.61	10,418,980.96	10,489,627.78	8,367,221.84	8,499,882.97	8,529,641.86	8,563,732.21	8,607,005.14	8,640,328.91	8,686,461.32	8,687,530.80	8,727,654.93	8,740,123.25
Payroll Fund	Region Bank	0.25%	0.00	0.00	0.00	0.00	24,133.01	24,133.01	24,133.01	24,133.01	24,133.01	0.00	0.00	0.00	0.00
Emergency Reserve Fund	PNC Bank	4.25%	20,855,623.62	20,947,224.55	21,071,036.31	21,070,949.87	21,107,572.98	21,230,188.91	21,316,814.11	21,379,333.55	21,445,489.03	21,519,598.66	21,491,244.88	21,625,812.26	21,666,724.41
Court & Corrections Fund	Region Bank	0.25%	132,868.20	114,716.50	112,200.50	137,869.94	98,792.61	91,015.93	143,258.43	101,119.49	134,947.74	128,335.55	117,301.55	156,520.55	128,838.55
American Rescue Plan (COVID-19)	SouthPoint	4.40%	2,824,663.25	1,773,884.08	1,779,878.81	1,785,177.23	1,790,165.28	1,710,094.74	1,714,675.61	1,718,823.73	1,723,428.05	1,043.47	0.99	0.00	0.00
Total - Balance			**$43,681,033.69**	**$37,332,541.39**	**$36,297,458.12**	**$33,340,704.59**	**$35,901,191.27**	**$36,421,180.80**	**$56,753,447.93**	**$54,001,592.05**	**$45,924,002.00**	**$46,598,841.43**	**$44,799,475.57**	**$44,440,203.16**	**$38,846,411.17**
Restricted Funds															
Court Cash Bonds	Regions Bank	0.25%	111,646.00	104,646.00	101,421.00	99,551.00	94,182.00	89,272.00	91,082.00	91,652.00	93,552.00	76,156.00	79,856.00	86,776.00	85,746.00
Contractors' Bonds & CDs on Hand	City Clerk's Office	n/a	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42	4,187,938.42
Contractors' Cash Bonds	SouthPoint	0.25%	609,197.10	585,375.54	594,199.62	593,428.25	573,252.03	578,678.21	582,010.47	575,674.35	580,499.93	599,122.39	559,199.24	564,318.97	565,214.37
Confiscated Funds	SouthPoint	1.25%	59,308.27	59,371.06	59,431.89	59,494.81	59,555.77	61,848.74	69,629.47	69,696.24	69,770.23	78,332.20	78,415.36	17,186.77	27,018.35
2013 GOW - QEBC Sinking Fund	Bank of New York	2.35%	1,911,964.89	1,911,964.89	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,127,191.68	2,321,641.45	2,321,641.45	2,321,641.45	2,321,641.45
Lease Escrow Funds	Truist & Robertson		656,660.45	657,763.60	3,967,756.36	3,968,666.45	3,151,303.96	3,152,045.67	2,490,839.60	2,193,074.50	2,193,074.50	2,063,502.61	2,063,502.61	2,063,502.61	2,063,502.61
Total Balance			**$7,536,715.13**	**$7,507,059.51**	**$11,037,938.97**	**$11,036,270.61**	**$10,193,423.86**	**$10,196,974.72**	**$9,548,691.64**	**$9,245,227.19**	**$9,252,026.76**	**$9,326,693.07**	**$9,290,553.08**	**$9,241,364.22**	**$9,251,061.20**
Cash on Hand															
Petty Cash - City Depts.			880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00	880.00
Petty Cash - Courts/Jail			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	700.00	700.00	700.00	700.00
Petty Cash - Library			600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00
Petty Cash - Vehicle Tags			1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total - Petty Cash			**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,080.00**	**$3,180.00**	**$3,180.00**	**$3,180.00**	**$3,180.00**
Grand Total - All Funds			**$51,220,828.82**	**$44,842,680.90**	**$47,338,477.09**	**$44,380,055.20**	**$46,097,695.13**	**$46,621,235.52**	**$66,305,219.57**	**$63,249,899.24**	**$55,179,108.76**	**$55,928,714.50**	**$54,093,208.65**	**$53,684,747.38**	**$48,100,652.37**

Petty Cash Itemization		
City Clerk Dept.	none	
Court Dept.	$700.00	
Finance Dept. & Vehicle Tags	$1,050.00	Tags & City Depts
Fire Dept.	$100.00	City Depts
Inspection Dept.	$30.00	City Depts
Library	$600.00	
Mayor's Office	$200.00	City Depts
Parks & Leisure Services	$300.00	City Depts
Police Dept.	$200.00	City Depts
Public Services	none	
Total	**$3,180.00**	

Vestavia Hills
City Council Minutes
August 11, 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 Councilor Kimberly Cook, City Councilor Paul Head, City Councilor 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; Shane Ware, Police Chief; Melvin Turner, III, Finance Director; Zachary Clifton, Deputy Finance Director; Lori Beth Kearley, Public Works Director; Jamie Lee, Director of Parks and Leisure Services; Marvin Green, Fire Chief; Umang Patel, Court Director*; Keith Blanton, Building Safety Director*; James Randall, Human Resources Director

3. Invocation - David Phillips, Vestavia Hills Chaplain

4. Pledge Of Allegiance

5. Approval Of The Agenda

The Mayor opened the floor for a motion to approve the agenda as presented.

MOTION: Approve the agenda as presented. Motion By: Kimberly Cook. Seconded By: George Pierce.

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. Weaver introduced Michael Chandler, a long-time athletic doctor and a member of the Vestavia Hills Sports Hall of Fame. Dr. Chandler indicated he recently experienced a severe heart issue, and Vestavia Hills paramedics responded. He named the EMS workers that helped him out during this call and commended them for their services. He stated that these individuals saved his life and he was grateful.
- The following candidates introduced themselves:
    - Michael Vercher, Council, Place 3
    - Brian Demarco, Council, Place 3
    - Jacob Pugh, Council, Place 3
    - Ashley Curry, Mayor
    - Kimberly Cook, Council, Place 2
- Mr. Pierce welcomed Chamber of Commerce Board members Ashley Moss and Roger Jackson.
    - Mrs. Cook thanked Mr. Jackson for his firm's accounting work for the PTO Council.
- Mr. Pierce thanked Dr. Chandler who has taken care of his family for years.
- Mr. Weaver announced the regular Planning and Zoning Commission meeting on Thursday, August 14, 2025, at 6 PM.
- Mr. Head announced the regular Parks and Recreation meeting on Tuesday, August 19, 2025, at 7:30 AM at the Civic Center.
- Mr. Pierce welcomed his granddaughter, Avery Pilcher to the meeting. Miss Pilcher was accompanying her mom, Councilor-Elect Ali Pilcher to this meeting after cheering practice.
- The Mayor announced a presentation about the Police and Fire World Games and the local personnel who participated in the games. Presenting the letters of appreciation and recognition were Alli Ammons, Steve Ammons, the Mayor, and Karen Odle. Mrs. Ammons gave the background of these games held all across the world and indicated that Birmingham was lucky to be able to host them this year. The initial goal was to have 500 athletes from Alabama, however, they were pleased to have a total of 653 from Alabama, with 23 from Vestavia Hills. She thanked Chief Ware and Chief Green for helping to lead the event.
    - Representing the Vestavia Hills Fire Department:
        - Noah Holly, gold medal in Jiu Jitsu (brown/black division);
        - Chad Crowe, Will Eaton, Duncan McReath, Pierson Paddock, Zach Hamrick, Brady Johnson, Tyler Pearce, Jacob King, Will Davis, Eben Leeman, Micah Cunningham, and Frankie Bender won a silver medal in softball;
        - Blaise Rogers, CrossFit competition;
        - Jacob Brown and Chief Marvin Green.
    - Representing the Vestavia Hills Police Department:
        - Jake Mollus, bronze medal, Pickleball
        - Blake Lockhart, silver medal, Angling
        - Jesse Heath, cycling
        - Josh Kidd, Jake Kidd, Zach Thrift, and Derek Wilcox, Jiu-Jitsu.

7. City Manager's Report - City Manager's FY26 budget message with the presentation of the budgets to the City Council

- Mr. Downes presented the budget message for FY26. He highlighted portions of the budgets and how they related to the strategic plan and priorities of the Council. A copy of the message is attached to the minutes. Mr. Downes stated that the City Manager's proposed budget book is online on the City's website. He showed the location and explained how it was organized.
    - Discussion ensued regarding a budget hearing, to be scheduled in September to allow everyone ample time to read and digest it online prior to discussion by the City Council.

8. Councilors' Reports

- Mrs. Cook stated she has been knocking on doors and talking to residents to determine what is important to them. She is surprised by the number of people who have problems, but never reach out to find a solution. She recommended residents to take action on items that concern them. She suggested people reach out to any of the council members or city staff when they have questions or an issue.
- Mr. Pierce announced that he will be attending the monthly luncheon of the Vestavia Hills Chamber of Commerce, with guest speakers City Manager Jeff Downes and School Superintendent Todd Freeman. This will be a great luncheon.
- Mayor Curry announced that National Senior Day is August 21. The celebration for this event will be held at the Civic Center with featured speaker, Bobby Humphrey. He stated that there will be lots of fun events there and he asked everyone to attend and support our seniors. The Mayor met with seniors at their last luncheon and presented a proclamation about Seniors Day directly to them because he felt it was important that so many of them know they are appreciated.

9. Approval Of Minutes of the July 21, 2025 work session and July 28, 2025 regular meeting minutes

The Mayor announced that the minutes of the July 21, 2025, special meeting minutes and July 28, 2025, regular meeting minutes are being presented for approval. He opened the floor for a motion.

MOTION: Approve the minutes as presented. 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.

Old Business (Public Hearing)

10. Public Hearing - Ordinance 3281 - An ordinance authorizing the Vestavia Hills Police Department to offer a police officer their badge and service weapon upon their retirement.

MOTION: Approve Ordinance Number 3281 as presented. Motion by: Kimberly Cook. Seconded by: Rusty Weaver.

The Mayor explained that, after having served 25 years with the FBI, he wasn't given his service weapon upon retirement. He thinks this is a good thing.

Chief Shane Ware stated that, up to now, officers have not been given the opportunity to get their service weapon and their badge upon retirement. He stated that many of the service revolvers right now were purchased under the leadership of the former Chief of Police, Danny Rary, and have a special engraving that will have sentimental value to these officers. He feels this is a great benefit for retiring officers.

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

11. Resolution Number 5578 - A Resolution to appoint election officers for the municipal election to be held in the City of Vestavia Hills, Alabama on August 26, 2025

MOTION: Approve Resolution Number 5578 as presented. Motion by: Rusty Weaver. Seconded by: George Pierce.

Ms. Leavings explained that this appoints the poll workers for the upcoming election scheduled for August 26, 2025, and sets their pay rates.

There being no further discussion, the Mayor 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 Requesting Unanimous Consent (Public Hearing)

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

The Mayor passed the gavel to Mr. Weaver who read out the first readings.

12. Public Hearing - Ordinance Number 3278 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 1064 Montgomery Highway; Shannon Watchack, owners; Martin Briggs, Splash and Dash Groomeries and Boutique, representing

13. Public Hearing - Ordinance Number 3279 - Annexation - 90-Day Final - 1720 Vestaview Lane; Jaye Lawrence, Owner

14. Public Hearing - Ordinance Number 3280 - Rezoning - 1720 Vestaview Lane; Rezone from Jefferson County R-1 to Vestavia HIlls R-2 for annexation; Jaye Lawrence, Owner

15. Public Hearing - Ordinance Number 3282 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an agreement for a drainage improvement and pipe rehabilitation project designated as Project Number IM-I459(324) on I-459 within the city limits of Vestavia Hills.

16. Public Hearing - Ordinance Number 3283 - An ordinance authorizing the Mayor and City Manager to execute any and all documents associated with the engagement of Doster Construction Company, Inc. as its construction manager for FY 26 and FY 27 capital projects

17. Public Hearing – Ordinance Number 3284 – An Ordinance approving and adopting the final 10% of the fiscal year 2025 budgets for the City of Vestavia Hills *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

18. Public Hearing - Ordinance Number 3285 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2025 Until September 30, 2026 ***(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)***

19. Public Hearing - Resolution Number 5579 - A Resolution Authorizing An Increase In Salary And Wages For Employees *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

20. Public Hearing - Resolution Number 5880 - A Resolution accepting dedication of right-of-way on the portion of Wooten Drive located adjacent to 3917 Wooten Drive

21. Citizens Comments

- Mr. Pierce stated he was happy to see ALDOT cleaning out Patton Creek after the recent flooding event. He indicated that he wishes they'd do it more frequently.

22. Time Of Adjournment

There being no further business, Mrs. Cook 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

A LIFE ABOVE

ASHLEY C. CURRY
Mayor

JEFFREY DOWNES
City Manager

Dear Mayor, Councilors and Vestavia Hills Residents:

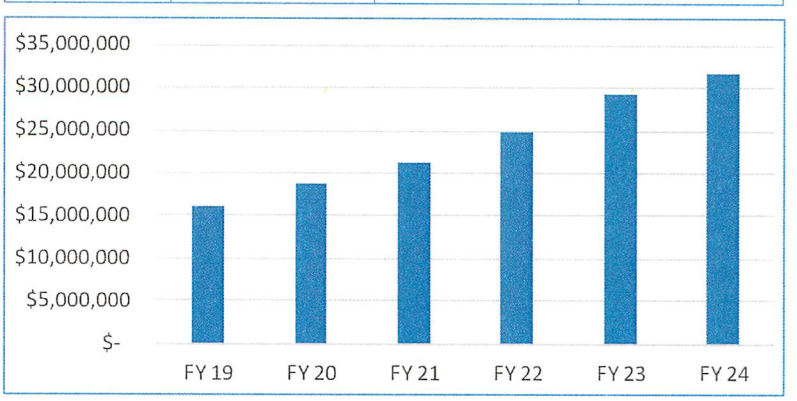
I am proud to present the FY 26 General and Special Funds Budget for our fine City. Drafting and production of an organizational budget in August of each year is a stated responsibility of the City Manager in our form of government. The budget serves as a roadmap for the future performance of city government. That being said, the document is a direct reflection of the strategic and tactical goals of our Mayor and Council. These goals are developed formally in an annual strategic planning process and are further informed through the day-to-day policy directives and priorities of our governing body. I am glad to report that this draft budget includes funding and proposals that attempt to address most, if not all, of the Mayor and Council's priorities. After presentation to the Mayor and City Council, the draft budget becomes the working copy of the budget until final approval of the Mayor and Council effective October 1 of each year.

The first step in budget creation is the analysis of our current financial resources. Our long-standing practice of conservative budgeting has been utilized in the creation of the FY 26 proposed budget. More directly stated, conservative budgeting relies upon a careful consideration of future revenues based upon non-speculative, actual results from past year experience. The FY 26 revenue projections show a healthy 6% growth in revenues that will allow for adequate funding of many newly prioritized services and our very strong current service level. The FY 26 proposed budget also includes an appropriation of $5mm in excess reserve funds to support the first phase of capital improvements designed to accommodate various growth demands in our City – most notably the renovation of Fire Station #4. A projected 9.5% budgeted increase in sales tax revenues represents the revenue source experiencing the greatest growth. Additionally, ad valorem (3.4% growth) and business license revenue (3.3% growth) are experiencing healthy increases in our projections.

In addition to budget conservatism, the foundation of a strong emergency reserve and fund balance position in our operating funds is a key factor for our City's future. This has been reinforced in rating evaluations by Moody's Investors Service and Fitch. The City of Vestavia Hills sits in rare company with these extraordinary, objective financial ratings. From FY 19 to FY 24 the City's General Fund surplus and fund balance has increased 98% from $16.0 mm to $31.7mm. The anticipated FY 25 surplus of $1.75mm continues this solid trend and allows growth in one-time purchases within our capital fund in the proposed FY 26 budget.

City of Vestavia Hills Fund Balance History

Fiscal Year	Audited Fund Balance	Change in Fund Balance	% Change in Fund Balance
2019	$16,002,847	$1,459,976	
2020	18,720,647	$2,717,800	14.5%
2021	21,164,992	$2,444,345	11.5%
2022	24,890,505	$3,725,513	15.0%
2023	29,261,641	$4,371,136	14.9%
2024	31,659,101	$2,397,460	7.6%



Our Council has adopted financial policies to serve as a guiding post for all of our budgetary decisions. One of those policies sets a goal to dedicate at least 90 days of average annual operating expenditures in the establishment of an emergency reserve. Due to this extraordinary growth in those emergency reserves, the previously referenced reserve excess can safely be utilized for one-time capital needs while still maintaining an emergency reserve that is greater than the policy goal.

The aforementioned budgetary revenue growth and five-year growth in reserves allow total funding for FY 26 general fund and special funds of $123.3mm which is up 6% over the previous year. Within that total, the FY 26 general fund budgeted expenditures amount to $80.9mm or 10% greater than last year's total of $73.3mm. For the second year, the FY 26 general and special fund budgets are being provided to you in a digital format and are readily available in our Open Budget Book within the financial transparency portal that can be access from the home page of our City website.

The proposed FY 26 budget includes the following highlights:

1. Increased investment in employee compensation and benefits to ensure the City of Vestavia Hills remains an employer of choice in our region.
    a. 2% cost of living increase for non-public safety employee compensation
    b. 3.5% cost of living and market-based increase for public safety employee compensation
    c. Budgetary increases for continued longevity pay and educational assistance reimbursements for employees
    d. $30/month reduction to the employee cost of health insurance

2. Continued growth in the investment of infrastructure within Vestavia Hills
    a. Increase in road resurfacing monies to allow 9 miles of street resurfacing consistent with our multi-year paving plan
    b. Fully funding of long-term rights-of-way and transportation improvement projects
        i. Highway 31 gateway improvements
        ii. Traffic improvement project and resurfacing of a section of Liberty Parkway
        iii. Bray infrastructure investments within the existing development agreement
        iv. Initial design and construction management for our plan to manage eastside growth
    c. Investment in public stormwater drainage projects and masterplan implementation that supports installation or repair to 4,000 LF of stormwater pipes

3. Increased investment in public safety initiatives
    a. Greater than $5mm for renovation to Fire Station #4
    b. Funding for four replacement Fire department vehicles and receipt of two replacement fire engines
    c. Funding to design a Police east side operations and training facility
    d. $68,900 funding for additional highly trained Master Patrol Officers

4. Continued equipment replacement and facility maintenance funding consistent with our five-year capital plan

5. Increased funding for current and future quality-of-life initiatives
    a. Full funding for the installation of a pool heater and sand volleyball court
    b. Supplemental funding additional to donations for a Veterans Memorial at Altadena Valley Park
    c. Funding to begin design of an eastside library and improvements to the rear entrance to Liberty Park athletic fields

While this list is not comprehensive and many other strategic priorities are addressed in the Budget Book proposal, it does represent some of the more transformative elements that tie our spending plan to our strategic plan. As we have done in the past, I anticipate a budget work session where my staff and I can present a briefing to the Mayor and Council and react to any budgetary questions that need to be addressed. Again, the City is in good financial health, and I am pleased to present a spending plan to address your collective priorities.

Sincerely,

Jeffrey Downes
City Manager
City of Vestavia Hills

Executive Summary

For many years, the City of Vestavia Hills has maintained a conservative budgeting approach – grounded in actual revenues rather than speculative growth – and guided by City Council priorities. This year's budget continues that tradition.

Each year, the Mayor and City Council establish a set of strategic goals through a structured planning process. The proposed FY26 budget includes funding and initiatives that address nearly all of these priorities:

1. Improve the appearance of our city to drive economic growth, increase city pride and enjoyment of city-wide amenities and increase property values.
2. Improve City infrastructure to increase property values, reduce traffic frustrations, reduce property damage due to stormwater, increase safety and enhance economic development by retaining existing business and attracting new business.
3. Continue to maintain and develop quality-of-life amenities to increase economic activity, provide destinations for residents and visitors to enjoy and support our schools.
4. Provide efficient and effective City services to reduce frustration and increase resident satisfaction.
5. Continue to provide a safe community and maintain positive property values.
6. Reduce costs and use personnel resources efficiently.
7. Equip staff to respond quickly and efficiently to citizen requests for assistance and information.

Revenue Outlook
The FY26 budget projects a healthy 6% increase in total revenues, enabling the City to expand priority services while maintaining current service levels. Key drivers of this growth include:

- Sales tax revenue: 9.5% projected increase
- Ad valorem taxes: 3.4% projected growth
- Business license revenue: 3.3% projected growth

Vestavia Hills continues to maintain strong emergency reserves and total general fund reserves that have increased 98% over the last five years. Combined with our conservative fiscal approach, this has led to exceptional financial ratings from both Moody's and Fitch – an achievement we are proud of as we continue delivering high-quality services to our residents.

Key Budget Proposals for FY26
Given the current labor market and rising service delivery costs, this year's budget includes the following major investments:

1. Employee compensation and benefits:
   - Cost-of-living adjustments: 2% for non-public safety employees; 3.5% for public safety employees
   - Increased investment in longevity pay and educational reimbursement programs
   - $30/month reduction in employee health insurance costs

2. Infrastructure improvement:
   - Funding for resurfacing 9 miles of streets
   - Investment in stormwater drainage improvements
   - Long-term rights-of-way and transportation projects:
     - Highway 31 Gateway
     - Liberty Parkway traffic improvements and resurfacing
     - Infrastructure in The Bray
     - Initial design and construction planning for east side growth

3. Public safety enhancements:
   - Renovation to Fire Station #4
   - Replacement of four Fire department vehicles and receipt of two replacement fire engines
   - Design of an east side Police operations and training facility
   - Funding for additional Master Patrol Officer certifications

4. Equipment and facility improvements:
    - Continued investment in equipment replacement and maintenance of City facilities

5. Quality-of-life initiatives:
    - Installation of a pool heater and sand volleyball courts
    - Construction of a Veterans Memorial at Altadena Valley Park
    - Design of a new east side library

The City of Vestavia Hills remains financially strong and poised for continued success. We are grateful to our residents, elected officials and staff for their ongoing support and dedication to building a thriving community.

CITY OF VESTAVIA HILLS
PLANNING & ZONING
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Conrad Garrison, City Planner

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3278 - Conditional Use Approval - An Ordinance for conditional use approval to allow the operation of a dog grooming business at 1064 Montgomery Highway; Shannon Waltchack, owners; Martin Briggs, Splash and Dash Groomeries and Boutique, representing

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Background:
This request is to allow a dog grooming business in the shopping center located at 1064 Montgomery Highway. This business will be dog grooming only by appointment and will not allow any boarding of dogs.

Recommendation:
P&Z Recommendation is attached.

Fiscal Impact:
na

Attachments:

1. Ordinance 3278

ORDINANCE NUMBER 3278

AN ORDINANCE GRANTING A CONDITIONAL USE APPROVAL FOR A DOG GROOMING BUSINESS

WHEREAS, on June 27, 2022, the City Council of the City of Vestavia Hills, Alabama approved and adopted Ordinance Number 3099, re-establishing a Zoning Code for the City of Vestavia Hills, Alabama; and

WHEREAS, Martin Briggs, owner of the business known as Splash and Dash Groomerie and Boutique to be located at 1064 Montgomery Highway, and the owner if the shopping center for said address, Shannon/Waltchack, have submitted application for conditional use approval for the operation of a dog grooming business to be conducted and located on said property; and

WHEREAS, it was indicated in the application for conditional use approval to allow the grooming, bathing and general hygiene services for dogs including ear cleaning, nail trimming and teeth brushing as well as the sale of related retail products (e.g. grooming supplies, pet wellness merchandise); and

WHEREAS, a copy of said application dated May 28, 2025, is attached and hereby incorporated into this Ordinance Number 3278.

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

1. Conditional Use Approval is hereby approved for the operation of a dog grooming business to allow the grooming, bathing and general hygiene services for dogs including ear cleaning, nail trimming and teeth brushing as well as the sale of related retail products (e.g. grooming supplies, pet wellness merchandise); and
   (1) A City of Vestavia Hills Business License shall be issued upon application and payment by the proposed nursery pursuant to the rules and regulations outlined in the Vestavia Hills Business License Code and shall be renewed each year that the business is operated from the location at 1064 Montgomery Highway; and
   (2) At any time should the tenant vacate the premises, discontinue or relocate the business and the use is removed from the property for 12-

months, this conditional use approval shall be nullified and said Ordinance Number 3278 shall be automatically repealed.

ADOPTED and APPROVED this the 25th day of August, 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 3278 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 25th day of August, 2025 as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

of Conditional Use

Case Number:	CU-25-1	Representative:	Andrew Patterson
Owner Name:	Shannon Waltchack, LLC	Rep. Address:	3800 Colonnade Pkwy Suite 250, Birmingham, AL 35243
Owner Address:	3800 Colonnade Parkway, Suite 250 Birmingham, AL 35243		

Project Address:	1064 Montgomery Highway, Vestavia Hills, Jefferson County, AL, 35216
Legal Description:	Lot 2, according to the Resurvey of Lot 2, Cobbs Addition to Vestavia Hills as recorded in Map Book 237, page 99, in the Probate Office of Jefferson County, Alabama. Together with rights obtained under that certain Construction, Operation, and Reciprocal Easement Agreement between Vestavia Plaza LLC and the City of Vestavia Hills, Alabama dated November 21, 2013, filed November 22, 2013, recorded in Land Record 201319, Page 28176, as amended by that First Amendment to Construction, Operation, and Reciprocal Easement Agreement recorded in Instrument No. 2021121706.
Parcel ID Number:	28 00 30 3 002 003.000
Current Zoning:	B-2 General Retail Use
Request Conditional Use:	We are requesting Conditional Use approval to operate a pet grooming and bathing business under the name **Splash and Dash Groomerie & Boutique** at Suite 1062, 1056 Montgomery Highway, located within the Shoppes at City Hall retail center. The intended use includes the grooming, bathing, and general hygiene services for dogs—such as ear cleaning, nail trimming, and teeth brushing—as well as the sale of related retail products (e.g., grooming supplies, pet wellness merchandise). No overnight boarding, kenneling, or outdoor animal activity will occur on site. The facility will operate during normal business hours and will implement soundproofing measures as outlined in the lease agreement to ensure noise control and odor management in accordance with city expectations. According to the City of Vestavia Hills Zoning Ordinance, this property's zoning designation requires **Conditional Use approval for animal grooming and bathing services** in this district. We respectfully submit this request in accordance with the provisions outlined Code of Ordinance B-2 General Business District zoning is in section 6.4 of the zoning code.
Date of P&Z Meeting:	July 10, 2025
P&Z Recommendation:	**MOTION** Mr. Weaver made a motion to recommend Conditional Use approval for Pet Grooming for 1064 Montgomery Hwy. conditioned on materials and business plan submitted. Second was by Mr. Romeo. Motion was carried on a roll call; vote as follows: Mr. Farrell – yes Mr. Romeo – yes Mr. Honeycutt– yes Mr. Weaver – yes Mr. Blakenburg– yes Mr. Vercher– yes Ms. Cochran– yes Motion carried.

Authorized by:	Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair
Issued by:	Conrad Garrison, City Planner

Conditional Use Application

CU-25-1

Submitted On: May 28, 2025

Applicant

Martin A Briggs
205-266-7173
@ martin@oasisbirmingham.com

Primary Location

1056 MONTGOMERY HWY
VESTAVIA HILLS, AL 35216

Owner Information

A notarized Owner's Affidavit must be submitted with this Conditional Use Application before it can be processed. Please prepare this affidavit prior to submission or it will not be properly filed. All documents must be filed prior to the application date to be considered on the next meeting date. If any required information is received after the application date, the application will be held until the next month.

Property Owner:

Shannon Waltchack, LLC

Mailing Address of Property Owner Including City, State, Zip Code:

3800 Colonnade Parkway, Suite 250 Birmingham, AL 35243

Property Owner Email:

ap@shanwalt.com

Property Owner Telephone Number:

(205) 977-9797

Check Below if Property Owner is Responsible for Postage Costs

--

Representing/Responsible Party

Representing Agent:

Andrew Patterson

Mailing Address of Representing Agent Including City, State, Zip:

3800 Colonnade Pkwy Suite 250, Birmingham, AL 35243

Representing Agent Email:

ap@shanwalt.com

Representing Agent Telephone No.:

(205) 977-9797

Check Below if Representing Agent is Responsible for Postage Charges

true

Property Information

Property Address:

1056 Montgomery Highway, Vestavia Hills, Jefferson County, AL, 35216

County Parcel ID Number:

28 00 30 3 002 003.000

Legal Description of Subject Property:

Lot 2, according to the Resurvey of Lot 2, Cobbs Addition to Vestavia Hills as recorded in Map Book 237, page 99, in the Probate Office of Jefferson County, Alabama.

Together with rights obtained under that certain Construction, Operation, and Reciprocal Easement Agreement between Vestavia Plaza LLC and the City of Vestavia Hills, Alabama dated November 21, 2013, filed November 22, 2013, recorded in Land Record 201319, Page 28176, as amended by that First Amendment to Construction, Operation, and Reciprocal Easement Agreement recorded in Instrument No. 2021121706.

Current Zoning Classification of Subject Property:

B-2 General Retail Use

Requested Conditional Use Including Intended Use, Citing Appropriate Section of the Zoning Code, etc.:

We are requesting Conditional Use approval to operate a pet grooming and bathing business under the name **Splash and Dash Groomerie & Boutique** at Suite 1062, 1056 Montgomery Highway, located within the Shoppes at City Hall retail center. The intended use includes the grooming, bathing, and general hygiene services for dogs—such as ear cleaning, nail trimming, and teeth brushing—as well as the sale of related retail products (e.g., grooming supplies, pet wellness merchandise).

No overnight boarding, kenneling, or outdoor animal activity will occur on site. The facility will operate during normal business hours and will implement soundproofing measures as outlined in the lease agreement to ensure noise control and odor management in accordance with city expectations.

According to the City of Vestavia Hills Zoning Ordinance, this property's zoning designation requires **Conditional Use approval for animal grooming and bathing services** in this district. We respectfully submit this request in accordance with the provisions outlined Code of Ordinance B-2 General Business District zoning is in section 6.4 of the zoning code.

Explanation of Reasons for Conditional Use

Upon acceptance of an application, the Commission shall consider the application during a public hearing. The Commission shall, after the public hearing, make a recommendation to the Council. Following the recommendation by the Commission, the Council shall hold a public hearing regarding the application and upon completion of said hearing, shall approve with conditions or deny the request within the time limit required by law. The recommendation by the Commission may be to approve or deny the application, which said recommendation shall be advisory only. Zoning is a legislative matter decided by the Council. The Council shall not be bound by the recommendation of the Commission. A Conditional Use approval shall lapse and be of no effect if, after the expiration of one (1) year from the date of Council approval, no construction or change in use pursuant to such Conditional Use has taken place, provided that the Council may, for good cause shown, specify a longer period of time in conjunction with its action to approve a Conditional Use.

Determination. Conditional Uses shall only be approved upon a finding by the Governing Body that all of the following criteria are satisfied. Please FULLY explain each of these conditions relative to this Conditional Use Request.

1. The use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of the surrounding area:

The proposed pet grooming business will provide a high-quality, professional grooming service that meets the needs of local pet owners. As pet care is a growing and essential service, especially in family-oriented communities like Vestavia Hills, this business will contribute positively to the local economy and enhance the mix of offerings in the Shoppes at City Hall retail center.

2. The use is necessary or desirable and provides a service or facility that contributes to the general well-being of the surrounding area:

Splash and Dash Groomerie & Boutique will operate under strict health, sanitation, and safety guidelines. No animals will be boarded overnight, no outdoor activity will occur, and all waste will be properly managed. Soundproofing and odor control measures are being implemented to prevent any negative impact on neighboring businesses or the public.

3. The request is consistent with all applicable provisions of the Comprehensive Plan:

The request supports the Vestavia Hills Comprehensive Plan by enhancing neighborhood-scale retail and service offerings, contributing to walkable, mixed-use commercial corridors, and encouraging local business development in a controlled, compatible manner.

4. The request shall not adversely affect adjacent properties:

The business will not generate excessive noise, odors, or traffic. All services will be conducted indoors, and waste will be disposed of following health department and municipal guidelines. The neighboring tenants will not be impacted adversely due to the internal nature of operations and the sound-mitigation measures already required in the lease.

5. The request is compatible with the existing or allowable uses of adjacent properties:

The surrounding businesses are primarily retail and service-oriented. A pet grooming boutique is compatible with these uses and may increase foot traffic and visibility for neighboring tenants, creating a complementary retail ecosystem within the center.

6. The request can demonstrate that adequate public facilities, including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed:

The subject property is located within an existing commercial development with established infrastructure. Adequate access to roads, water, sewer, and emergency services is already in place to support this low-impact commercial use.

7. The request can demonstrate adequate provision for maintenance of the use and associated structures:

As part of the lease agreement, the tenant is contractually responsible for maintaining the interior space, including all fixtures, HVAC systems, and plumbing. The Landlord maintains the exterior and common areas, ensuring the property remains in good repair.

8. The request has minimized, to the degree possible, adverse effects on the natural environment:

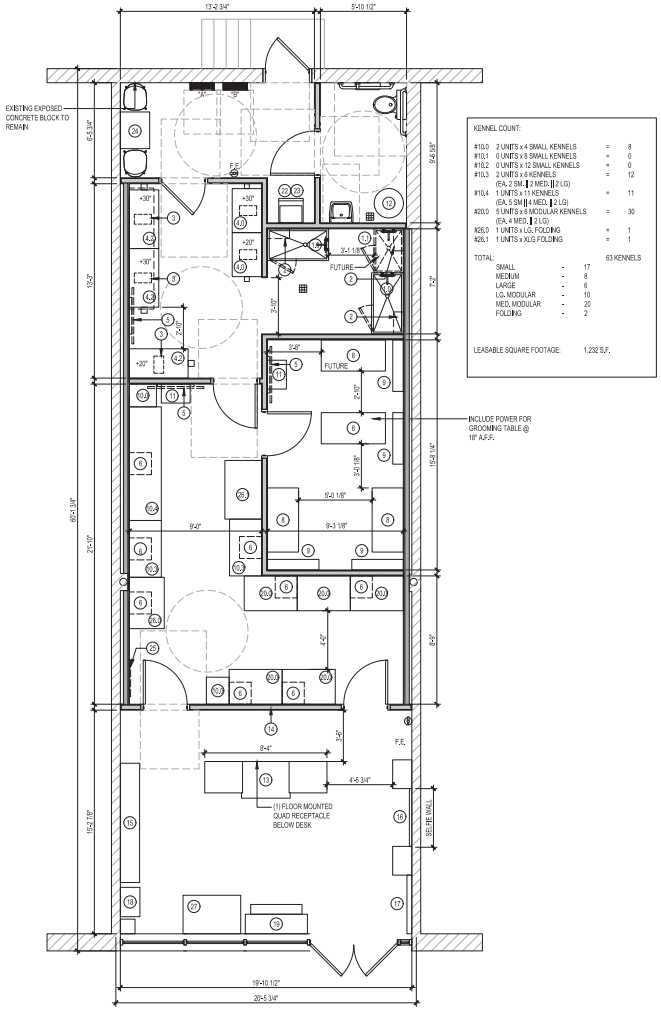
All services will occur indoors with no external pet handling or waste. No runoff, emissions, or environmental discharge is expected. Cleaning procedures and chemical use are regulated and industry-standard, minimizing any environmental impact.

9. The request will not create undue traffic congestion:

Pet grooming services are appointment-based, with a steady but limited flow of customers throughout the day. The existing parking and traffic circulation within the shopping center are more than sufficient to accommodate the anticipated customer load without causing congestion.

That such development will comply with all applicable regulations and conditions specified within this Ordinance:

The applicant fully intends to comply with all applicable zoning, building, health, and business licensing regulations. The conditional use application is being submitted proactively to ensure all requirements are met prior to operation.



1 FF&E PLAN
SCALE: 1/4" = 1'-0"

KENNEL COUNT:

#10.0	2 UNITS x 4 SMALL KENNELS	=	8
#10.1	0 UNITS x 8 SMALL KENNELS	=	0
#10.2	0 UNITS x 12 SMALL KENNELS	=	0
#10.3	2 UNITS x 6 KENNELS (EA. 2 SM.	2 MED.	2 LG) = 12
#10.4	1 UNITS x 11 KENNELS (EA. 5 SM	4 MED.	2 LG) = 11
#20.0	5 UNITS x 6 MODULAR KENNELS (EA. 4 MED.	2 LG)	= 30
#26.0	1 UNITS x LG. FOLDING		= 1
#26.1	1 UNITS x XLG FOLDING		= 1

TOTAL: 63 KENNELS

SMALL	-	17
MEDIUM	-	8
LARGE	-	6
LG. MODULAR	-	10
MED. MODULAR	-	20
FOLDING	-	2

LEASABLE SQUARE FOOTAGE: 1,232 S.F.

FF&E PLAN KEYNOTE LEGEND

1.0	50" SPLASH & DASH STATIONARY STAINLESS STEEL TUB W/ FAUCET & DRAIN KITS | | PROVIDED BY FRANCHISOR & INSTALLED BY G.C. (CONFIRM DRAIN ORIENTATION WITH PLAN)	10.4	93"W x 26.125"D x 75.75"H STAINLESS STEEL KENNEL BANK - (5) SMALL, (4) MEDIUM & (2) LARGE CAGE UNITS | | PROVIDED & INSTALLED BY FRANCHISOR
1.1	FUTURE 3'-0" DURA DOG PREMIER STATIONARY STAINLESS STEEL TUB | | PROVIDED BY FRANCHISOR & INSTALLED BY G.C. (CONFIRM DRAIN ORIENTATION WITH PLAN)	11	23.6" x 15.5" FOLDING LAPTOP SHELVING UNIT | | PROVIDED & INSTALLED BY FRANCHISOR
2	WALL MOUNTED SHAMPOO RACK | | PROVIDED & INSTALLED BY FRANCHISOR	12	ELECTRIC TANK TYPE WATER HEATER (RHEEM OR EQUAL) MOUNTED ON STAND | | PROVIDED & INSTALLED BY G.C.
3	HURRY CANINE DRYER LOCATED ON SHELF ABOVE | | 15 AMPS | | PROVIDED & INSTALLED BY FRANCHISOR	13	8'-4" LONG RETAIL DESK. | | 36" HIGH PRE-FABRICATED DESK W/ ACCESSIBLE PARALLEL APPROACH (MINIMUM ACCESSIBLE COUNTER SURFACE TO BE 36" WIDE) | | PROVIDED & INSTALLED BY FRANCHISOR
4.0	3'-0" W x 2'-0" D DRYING STATION (20" HIGH) | | PROVIDED & INSTALLED BY FRANCHISOR | | THE G.C. SHALL PROVIDE & INSTALL THE IN WALL BLOCKING.	14	MURAL WALL | | PROVIDED BY FRANCHISOR & INSTALLED BY G.C.
4.1		15	8'-0"L x 8'-0"H x 1'-3 3/4"W CYCLE DOG WALL | | PROVIDED & INSTALLED BY FRANCHISOR
4.2	4'-0"D x 2'-0"D DRYING STATION (30" HIGH) | | PROVIDED & INSTALLED BY FRANCHISOR | | THE G.C. SHALL PROVIDE & INSTALL THE IN WALL BLOCKING.	16	FUN & FABULOUS TOY WALL (94"W x 75"T) | | PROVIDED & INSTALLED BY FRANCHISOR
4.3	6'-0"W x 2'-0"D DRYING STATION (30" HIGH) | | PROVIDED & INSTALLED BY FRANCHISOR | | THE G.C. SHALL PROVIDE & INSTALL THE IN WALL BLOCKING.	17	4'-0"L TREAT WALL | | PROVIDED & INSTALLED BY FRANCHISOR
5	50" WALL MOUNTED TV WITH IN WALL SOLID WOOD BLOCKING | | PROVIDED & INSTALLED BY FRANCHISOR. THE G.C. SHALL PROVIDE & INSTALL THE IN WALL BLOCKING.	18	SPA AREA (38"W x 72"T) | | PROVIDED & INSTALLED BY FRANCHISOR
6	X-FORCE AIR DRYER | | 7.5 AMPS | | PROVIDED & INSTALLED BY FRANCHISOR	19	4'-2 3/4"L x 1'-4"W NESTING TABLE | | PROVIDED & INSTALLED BY FRANCHISOR
7.0	7'-3" WALL MOUNTED SHELVING UNIT | | WIRE SHELVING UNIT, WOOD SUPPORT BRACKETS & REQUIRED HARDWARE | | THE ENTIRE SHELVING UNIT IS TO BE ASSEMBLED / INSTALLED BY G.C.	20.0	43.375"W x 28.5"D x 67.875"H WIRE KENNELS - (4) MEDIUM & (2) LARGE MODULAR CAGE UNITS | | PROVIDED & INSTALLED BY FRANCHISOR
7.1	11'-3" WALL MOUNTED SHELVING UNIT | | WIRE SHELVING UNIT, WOOD SUPPORT BRACKETS & REQUIRED HARDWARE | | THE ENTIRE SHELVING UNIT IS TO BE ASSEMBLED / INSTALLED BY G.C.	21	
7.2	8'-3" WALL MOUNTED SHELVING UNIT | | WIRE SHELVING UNIT, WOOD SUPPORT BRACKETS & REQUIRED HARDWARE | | THE ENTIRE SHELVING UNIT IS TO BE ASSEMBLED / INSTALLED BY G.C.	22	FLOOR MOUNTED MINI-FRIDGE | | PROVIDED & INSTALLED BY OWNER
8	2'-1 1/2" x 4'-4 1/2" SPLASH & DASH GROOMING TABLE | | PROVIDED & INSTALLED BY FRANCHISOR	23	MICROWAVE | | PROVIDED & INSTALLED BY OWNER
9	UPPER (24" x 6.75" x 30") & LOWER (42.125" x 8.625" x 39.75") CABINET | PROVIDED & INSTALLED BY FRANCHISOR	24	
10.0	18.625"W x 22.125"D STAINLESS STEEL KENNEL BANK - (4) SMALL CAGE UNITS | | PROVIDED & INSTALLED BY FRANCHISOR	25	PLYWOOD TELEPHONE / DATA BOARD | | SEE ELECTRICAL
10.1		26.0	LARGE FOLDING KENNEL (42L x 28.5"W x 31"H) | | PROVIDED & INSTALLED BY THE FRANCHISOR
10.2		26.1	EXTRA LARGE FOLDING KENNEL (48L x 30"W x 33"H) | | PROVIDED & INSTALLED BY THE FRANCHISOR
10.3	46.5"W x 26.125"D STAINLESS STEEL KENNEL BANK - (2) SMALL, (2) MEDIUM & (2) LARGE CAGE UNIT | | PROVIDED & INSTALLED BY FRANCHISOR	27	BED RISER

THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ACTUAL CONDITIONS, CONSTRUCTION AND/OR USE THEREOF. THIS DRAWING IS TO CONVEY DESIGN INTENTIONS AND/OR CODE COMPLIANCE ONLY. USE OF THESE DRAWINGS IMPLIES AGREEMENT WITH THESE CONDITIONS. THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS.

GP|N

GERALD P. NOE
ARCHITECT
ALABAMA REGISTRATION NO. 6099

399 LUCERNE DRIVE
SPARTANBURG, SC 29302
P: 864.583.2215 F: 864.583.2265
mail@gpnarcht.com

CHECKED BY: DKH
DRAWN BY: DKH

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??-??-????

REVISIONS:

NO.	DATE	DESCRIPTION	BY

CLIENT NAME:
OASIS - VENTURE STUDIO
MARTIN & KAYLA BRIGGS
3957 KYLE LANE
VESTAVIA HILLS, ALABAMA 35243

PROJECT NAME:
Splash and Dash®
INTERIOR ALTERATION
SHOPPES AT CITY HALL
1056 MONTGOMERY HIGHWAY - SUITE 1062
VESTAVIA HILLS, ALABAMA 35216

SHEET TITLE:
FF&E PLAN

PROJECT NUMBER 25-035

DATE ??-??-????

SHEET NO.

A-1.1

SHEET 3 OF 16

Martin A. Briggs
Executive Producer, Oasis Venture Studio
Franchisee – Splash and Dash Dog Groomerie & Boutique
martin@oasisbirmingham.com | 205-266-7173

Resources: Virtual 3D Tour Example | External Stakeholder Slide Deck

May 16, 2025

To: City of Vestavia Hills – Planning & Zoning Department

Re: Additional Information – Conditional Use Request for Suite 1062, 1056 Montgomery Hwy

Dear Zoning Board Members,

Thank you for the opportunity to submit this Conditional Use application for the operation of **Splash and Dash Dog Groomerie & Boutique** at **Suite 1062 in the Shoppes at City Hall**. My wife Kayla and I are long-time residents of Cahaba Heights and are excited to bring this high-quality pet care service to our community.

Business Description & Parameters:
Splash and Dash is a boutique-style pet grooming and wellness center offering **grooming, bathing, nail trimming, ear cleaning, and wellness product sales**. Services are conducted **strictly by appointment**, and the shop will maintain a **controlled environment with no overnight boarding, outdoor activity, or on-site animal holding beyond service time**. Dogs are dropped off and picked up within a standard grooming window of **2–4 hours**.

We anticipate a steady, appointment-based flow of customers throughout the day, spaced across regular business hours to ensure a smooth and manageable pace of operations. The nature of our franchise model encourages frequent but brief visits, with members returning multiple times per month. **This results in consistent but modest foot traffic.** Noise and odor will be minimized through industry-standard soundproofing and air filtration systems, as required by our franchise agreement and already committed to in our lease.

Franchise & Operations Track Record:
Splash and Dash is a growing national franchise with over 20 locations across the U.S., known for its upscale, spa-like environment. The brand emphasizes **cleanliness, customer experience, and professionalism**, with strict operating procedures to ensure all locations meet both **municipal and franchise standards**.

Local Ownership & Investment:
As local business owners for over two decades, Kayla and I have built and managed multiple successful ventures, including North Central Alabama's largest nurse staffing agency and several real estate properties in Vestavia Hills. Our commitment to quality and the well-being of our community is at the heart of this new endeavor.

Zoning Fit & Public Benefit:
This use will provide a much-needed, upscale pet grooming service in a central and walkable location. It complements the existing retail mix by encouraging foot traffic without the intensity of use seen with restaurants or high-volume retailers. Customers often shop or dine nearby while waiting for their pets, creating **synergy with neighboring tenants** and benefiting the overall center.

We are fully committed to complying with all zoning, noise, sanitation, and signage regulations, and we welcome any conditions the City may set forth to ensure compatibility with surrounding uses.

Thank you again for your consideration. Please feel free to reach out with any questions or to request additional information. We are eager to partner with the City of Vestavia Hills in launching this beneficial new service.

Sincerely,

Martin A. Briggs
Executive Producer, Oasis Venture Studio
Franchisee, Splash and Dash Dog Groomerie & Boutique
martin@oasisbirmingham.com | 205-266-7173

Marketing & Operations

Splash and Dash®
Groomerie & Boutique

This advertisement is not an offering. An offering can only be made by a Franchise Disclosure Document filed with the referenced state, which filing does not constitute approval. Splash and Dash franchises will not be sold to any resident of any such jurisdiction until the offering has been exempted from the requirements of, or duly registered in and approved by, such jurisdiction and the required FDD has been delivered to the prospective franchisee before the sale in compliance with applicable law. The following states regulate the offer and sale of franchises: CA, HI, IN, IL, MD, MI, MN, NY, ND, RI, SD, VA, WA and WI. If you reside in one of these states, you may have certain rights under applicable franchise laws. This advertisement is not an offering for New York residents-an offering can only be made by prospectus filed first with the department of law of the state of New York. Such filing does not constitute approval by the department of law. This document is not intended for the sale of a franchise. Please see Item 19 of the Splash and Dash FDD for further detail. Past performance is not a guarantee of future results. Individual results may vary.

Brand Pyramid

Strategic Target: Deeply passionate pet parents who want positive
enriching experiences.

Fundamental Human Value: Elicit Joy

Fundamental Human Motivator: Feel Safe

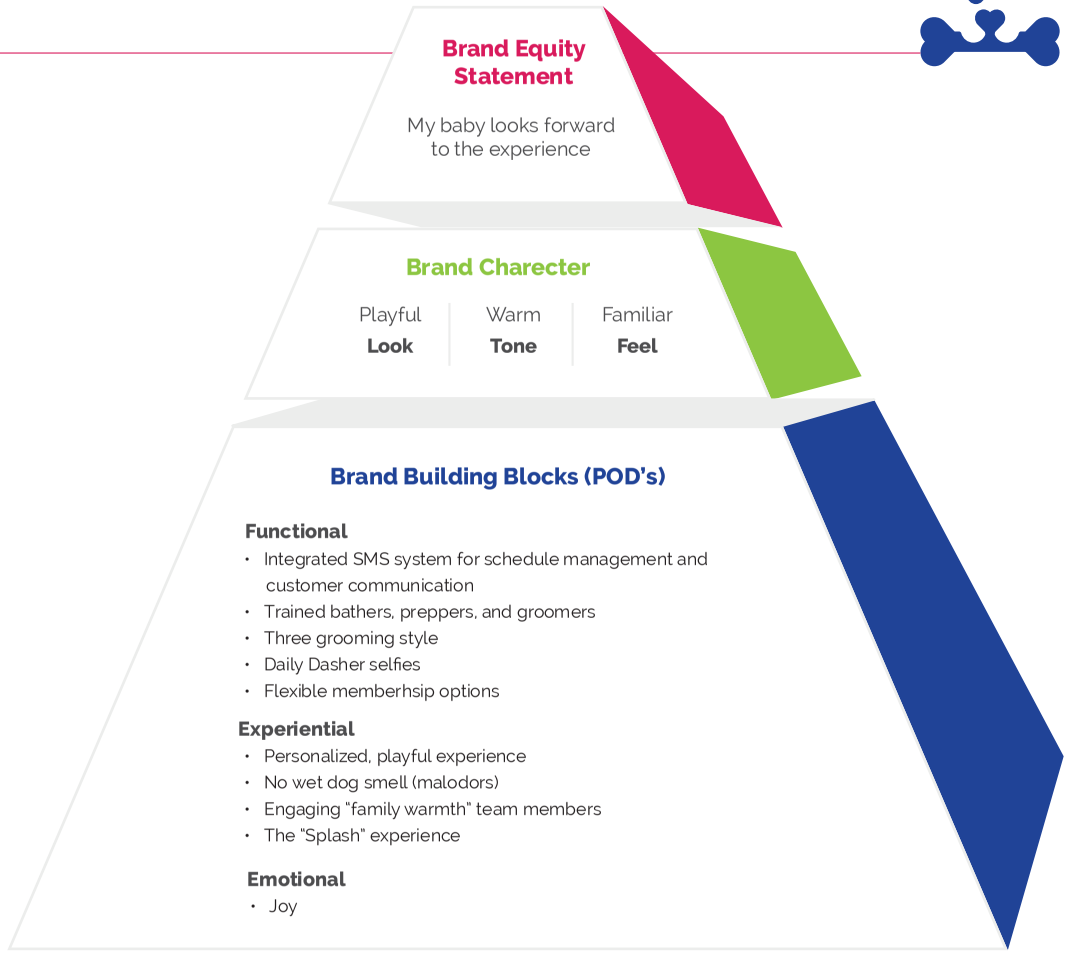
Archetype: The Innocent

Brand Purpose: Create happy, positive pet experiences

Brand Positioning:
Personalized, pawsitive pet experience
Real-time progress
Flexible membership model

Brand Concept:
The "Splash" experience provides you and your pet child with a refreshingly clean and playful environment you both will look forward to. What more would a pet parent want?

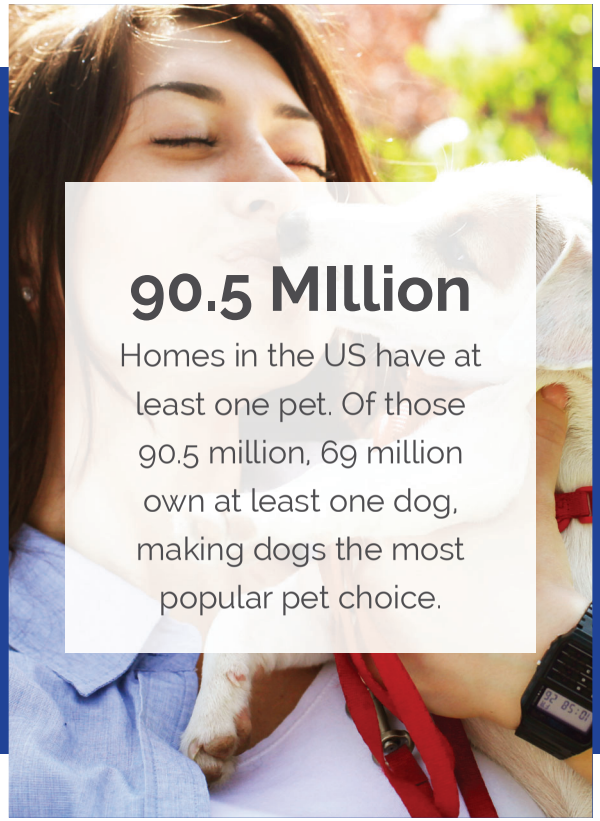
Tagline: Because They're Family



The Opportunity

23 Million

1 in 5 American households acquired a pet during the COVID-19 crisis and most will not consider rehoming their pet



90.5 MIllion

Homes in the US have at least one pet. Of those 90.5 million, 69 million own at least one dog, making dogs the most popular pet choice.

Pet Pride

Pets are not personal property, they are family members who elicit Pride & Joy

* Source link: https://www.aspca.org/about-us/press-releases/new-aspca-survey-shows-overwhelming-majority-dogs-and-cats-acquired-during

The Splash and Dash Opportunity

Safety-First Facility

We've designed our stores to keep your pup safe always.

Invigorating Spa Treatments

Satisfy your dog's senses with tantalizing pawdicures, facials, and aromatherapy.

Eco-Friendly Toys

Reduce your carbon paw print. Try our toys sourced from recyclables and made in the U.S.A.

'Cute Cut' Guarantee

Get a bad haircut at another groomer? Come see us and we'll fix it for free.

Time-Saving Tech

Technology platform enable high production: 60-80 dogs per day

Unlimited Monthly Membership

Keep 'em clean all month starting at $39.95. Zero Hassles.

Natural Dog Treats

Our treats are made in the U.S. with 7 human-grade ingredients or less.

Fresh Modern Spaces

Clean and modern, our spaces never have that wet dog smell.

High Level Customer Service

We'll walk your dog to the car. No need to wrestle with that leash.

Founder's Promise

If you or your dog aren't satisfied for any reason, we'll make it right.

Signature Wellness Check

To Keep Them Splashing

Member Retention

Recurring Revenue

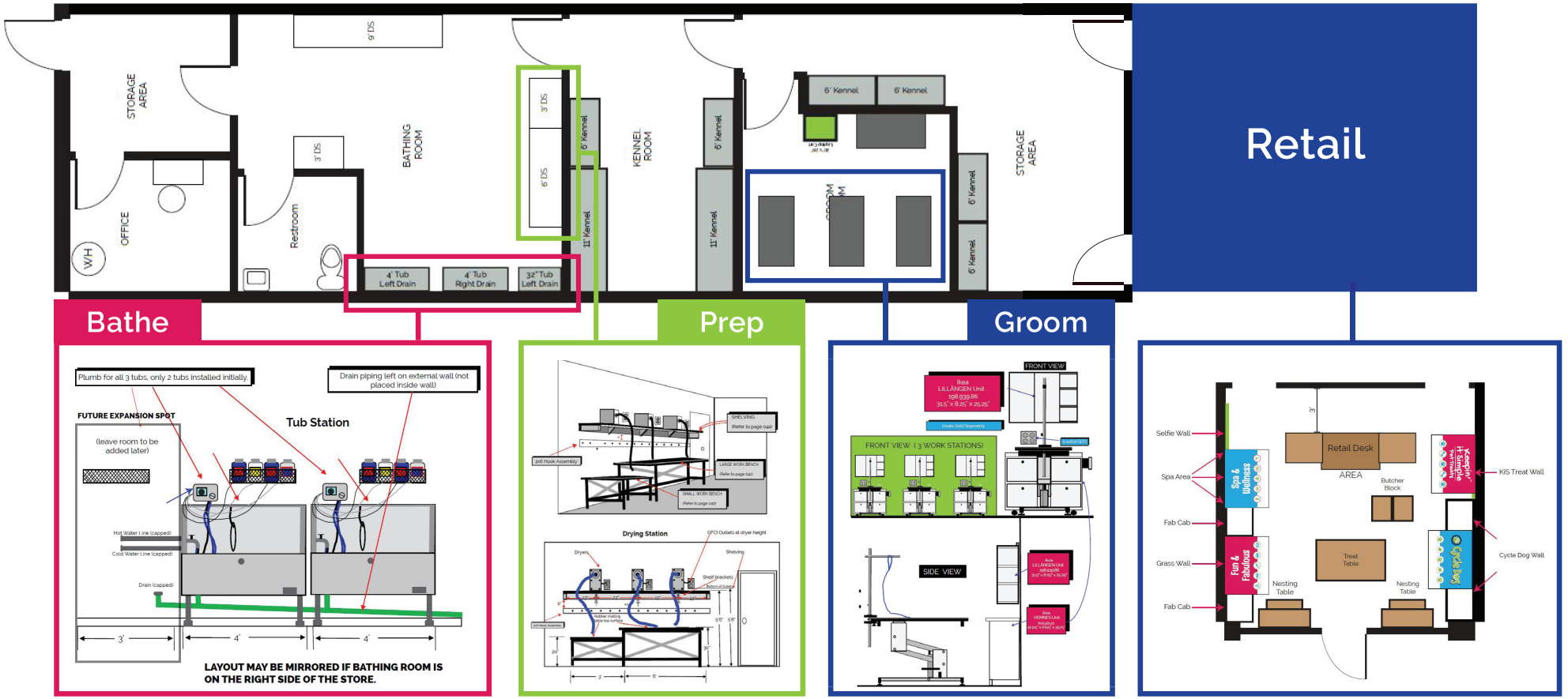
95%

Member Retention

Additional Purchases

Members add on grooming or spa service and retail Item

Throughput Model



Thank You!

longer period of time in conjunction with its action to approve a Conditional Use.

2. When such use is abandoned or discontinued for a period of one (1) year, it shall not be reestablished, unless authorized by the Council. Conditional Use approval shall be revoked when the applicant fails to comply with the conditions imposed by the Council.

13.3.4. Determination. Conditional Uses shall only be approved upon a finding that all of the following criteria are satisfied:

1. The use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of the surrounding area.
2. The use is necessary or desirable and provides a service or facility that contributes to the general well-being of the surrounding area.
3. The request is consistent with all applicable provisions of the Comprehensive Plan.
4. The request shall not adversely affect adjacent properties.
5. The request is compatible with the existing or allowable uses of adjacent properties.
6. The request can demonstrate that adequate public facilities, including roads, drainage, potable water, sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed.
7. The request can demonstrate adequate provision for maintenance of the use and associated structures.
8. The request has minimized, to the degree possible, adverse effects on the natural environment.
9. The request will not create undue traffic congestion.
10. That such development will comply with all applicable regulations and conditions specified within this Ordinance.

    The Council shall describe and have recorded in the minutes, the conditions imposed on the development to assure satisfaction of these criteria.

§13.4. Amendments

The provisions of this Ordinance, including the Zoning map, may from time to time be amended, supplemented, changed, modified, or repealed by the Council in accordance with Alabama Law.

13.4.1. Petition to Amend. Petitions to amend this Ordinance with respect to rezoning land may be initiated only upon filing of an application with the Commission by the owner of the land or the owner's authorized agent, in which case a notarized letter is required. Any member of the Council may initiate the rezoning of any land by introduction of a resolution for such purpose. An application for any change of zoning shall be filed in the office of the Commission at least twenty-five (25) working days prior to the next regularly scheduled meeting of the Commission. The petition shall state the nature of the proposed amendment, and a legal description of the property involved and the names and addresses of the owner(s) of the property. No application shall be taken out without descriptive information as to how the petitioner proposes to utilize the parcel of land (plot plan, drawings, sketches, et cetera).

13.4.2. Action on Petition. The Commission shall consider the petition at the first regularly scheduled meeting following the proper filing of the petition. The Commission shall, after the public hearing, make recommendations to the Council. The recommendations of the

CITY OF VESTAVIA HILLS
CITY CLERK
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Rebecca Leavings, City Clerk

Cc:

RE: Public Hearing - Ordinance Number 3279 - Annexation - 90-Day Final - 1720 Vestaview Lane; Jaye Lawrence, Owner

---

Background:
This property was annexed by the overnight method 3 months ago. The zoning has been vetted through P&Z and is now offered for annexation and rezoning (Ordinance 3280) to finalize said annexation.

Recommendation:
na

Fiscal Impact:
na

Attachments:
1. Ordinance 3279

ORDINANCE NUMBER 3279

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

WHEREAS, on the 12th day of May, 2025, a petition was presented to the City Council of the City of Vestavia Hills, Alabama, proposing the annexation of certain property to the City of Vestavia Hills, Alabama, under the provisions of Act 32 of the Special Session on the Alabama Legislature of 1964; and

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

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

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

1720 Vestaview Lane
Jaye Lawrence, Owner(s)

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

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

ADOPTING and APPROVED this the 25th day of August, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

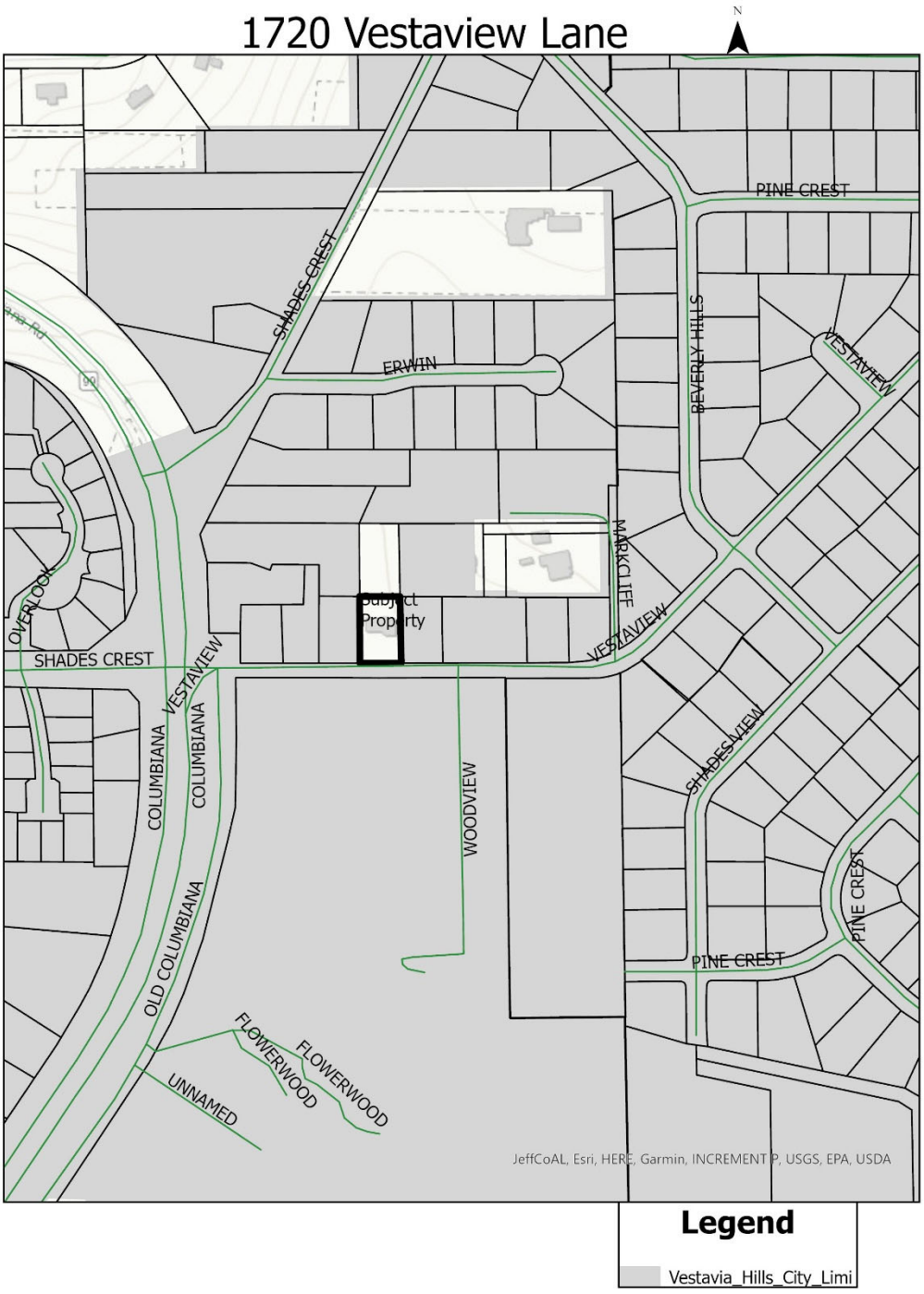
Rebecca Leavings
City Clerk

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 3279 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 25th day of August, 2025, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk


1720 Vestaview Lane
N
PINE CREST
SHADES CREST
ERWIN
BEVERLY HILLS
VESTAVIEW
MARKCLIFF
Subject Property
OVERLOOK
SHADES CREST
VESTAVIEW
COLUMBIANA
COLUMBIANA
WOODVIEW
SHADESVIEW
PINE CREST
PINE CREST
OLD COLUMBIANA
FLOWERWOOD
FLOWERWOOD
UNNAMED
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA
Legend
Vestavia_Hills_City_Limi

City of Vestavia Hills
Tax Calculator
Homestead Properties

AD VALOREM TAX MILLAGE

Millage Multiplier		
0.02055	Ad valorem to City General Fund:	20.55 mills
0.02875	City BOE portion:	28.75 mills
0.0151	District 20 School:	15.1 mills
0.0082	Countywide School:	8.2 mills
0.05205	Ad valorem to Schools (TOTAL):	52.05 mills

ASSESSED VALUE

			Citizen Access Portal Descriptor	Notes
====>	**1720 Vestaview Lane**	**Property Address**		
====>	**$ 488,000**	**Appraised Value of Property**	TOTAL MARKET VALUE	
	10%	**Assessment Homestead Rate**		
	$48,800.00	**Assessed Value**	ASSD. VALUE	

AD VALOREM REVENUE

		Citizen Access Portal Descriptor	Notes
$1,002.84	**City portion of ad valorem**	(Subset of CITY)	(20.55 mills rate)
$1,403.00	**BOE portion of ad valorem**	(Subset of CITY)	(28.75 mills rate)
$2,405.84	**Total County remits to City for split with BOE**	CITY	
$736.88	**SPC DIST1 BOE local rev (County gives directly to BOE)**	SPC SCHOOL1	(15.1 mills rate)
$400.16	**Countywide School Tax to VH**	SCHOOL	(8.2 mills rate)

TOTAL AD VALOREM REVENUE

$1,002.84	**Annexation Revenue to CITY**	CITY (General Fund portion)	(20.55 mills)
$2,540.04	**Annexation Revenue to BOE**	SCHOOL + SPC SCHOOL1 + CITY (BOE portion)	(8.2 mills + 15.1 mills + 28.75 mills)
$3,542.88	**TOTAL ANNEXATION REVENUE BENEFIT**		

Legend
City Revenue
BOE Revenue

Annexation Committee Petition Review

Property: 1720 Vestaview Lane

Owners: Jaye Lawrence

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 X No _____ Comments: _____
   _____

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 X 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 X No _____ Comments _____
   _____

5. Individual household has a Jefferson or Shelby County Tax Assessor minimum market value of $488,000. Meets city criteria: Yes X No ____
   Comment: _____

6. This street has fewer than 100% of the individual properties within the limits of the city
   Yes _____ No X this will complete street
   Number of total homes _____ 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 N/A No _____ Comment _____
   _____

Property: 1720 Vestaview Lane

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 N/A No _____ Comment _____

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

10. Are there any concerns from city departments?
Yes _____ No X Comments: _____

11. Information on children: Number in family 2; Plan to enroll in VH schools Yes ✓ No _____ Comments: One is newborn

Other Comments: _____

George Pierce
Chairman

PARCEL #:	**29 00 25 2 009 031.000**	**[111-C0]**	Baths: **3.0**	H/C Sqft: **1,987**
OWNER:	LAWRENCE JAYE LYN	**18-020.0**	Bed Rooms: **5**	Land Sch: **G1**
ADDRESS:	1720 VESTAVIEW LN VESTAVIA AL 35216	Land: **199,000**	Imp: **289,000**	Total: **488,000**
LOCATION:	1720 VESTAVIEW LN AL 35216	Acres: **0.000**	Sales Info: **01/15/2021**	**$268,500**

SUMMARY

ASSESSMENT

PROPERTY CLASS:	3	OVER 65 CODE:	
EXEMPT CODE:	2-2	DISABILITY CODE:	
MUN CODE:	01 COUNTY	HS YEAR:	2022
SCHOOL DIST:		EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00	TOTAL MILLAGE:	50.1
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$454,700.00	BOE VALUE:	0

VALUE

LAND VALUE 10%		$199,000
LAND VALUE 20%		$0
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
CLASS 3		
BLDG 001	111	$289,000
TOTAL MARKET VALUE **[APPR. VALUE: $488,000]**:		$488,000

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	3	1	$48,800	$317.20	$4,000	$26.00	$291.20
COUNTY	3	1	$48,800	$658.80	$2,000	$27.00	$631.80
SCHOOL	3	1	$48,800	$400.16	$0	$0.00	$400.16
DIST SCHOOL	3	1	$48,800	$0.00	$0	$0.00	$0.00
CITY	3	1	$48,800	$0.00	$0	$0.00	$0.00
FOREST	3	1	$0	$0.00	$0	$0.00	$0.00
SPC SCHOOL1	3	1	$48,800	$248.88	$0	$0.00	$248.88
SPC SCHOOL2	3	1	$48,800	$819.84	$0	$0.00	$819.84

ASSD. VALUE: $48,800.00 **$2,444.88** **GRAND TOTAL: $2,391.88**

FULLY PAID

DEEDS

INSTRUMENT NUMBER	DATE
2021095434	8/16/2021
2021006591	1/15/2021

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
12/21/2024	2024	CORELOGIC 1002	$2,391.88
12/19/2023	2023	CORELOGIC	$2,225.55
12/7/2022	2022	CORELOGIC	$2,175.45
12/9/2021	2021	CORELOGIC	$1,626.31
12/23/2020	2020	SHARMAN FRANCES M	$1,566.14
	2019		$0.00
	2018		$0.00
	2017		$0.00
	2016		$0.00
	2015		$0.00
	2014		$0.00
	2013		$0.00
	2012		$0.00
20091228	2009	***	$1,115.32
20021010	2002	***	$621.34
20011010	2001	***	$621.34
20001208	2000	***	$621.34
19991108	1999	***	$430.34
19981012	1998	***	$386.68
19971007	1997	***	$386.68
19961016	1996	***	$291.11

Engineering/Public Works Review

Record No.**ANX-24-12**

Status Completed

Became Active March 24, 2025

Assignee Christopher Brady

Due Date None

Primary Location

1720 VESTAVIEW LN
VESTAVIA HILLS, AL 35216

Owner

Jaye Lyn Lawrence
Vestaview Lane 1720 Vestaview Lane Vestavia Hills, Alabama 35216

Applicant

Jaye Lawrence
334-375-2949
jllawrence90@gmail.com
1720 Vestaview Lane
Vestavia Hills, Alabama 35216

Messages

Christopher Brady April 1, 2025 at 2:30 pm

No concerns noted. Vestaview Lane is maintained by the City, and recently complete repaving in March. I met with homeowner and walked yard and did not find any concerns.

Step Activity

OpenGov system activated this step	03/24/2025 at 9:08 am
OpenGov system assigned this step to Christopher Brady	03/24/2025 at 9:08 am
Christopher Brady approved this step	04/01/2025 at 2:30 pm

Board of Education Review

Record No.**ANX-24-12**

Status Completed

Became Active March 24, 2025

Assignee Scott Brown

Due Date None

Primary Location

1720 VESTAVIEW LN
VESTAVIA HILLS, AL 35216

Owner

Jaye Lyn Lawrence
Vestaview Lane 1720 Vestaview Lane Vestavia Hills, Alabama 35216

Applicant

Jaye Lawrence
334-375-2949
jllawrence90@gmail.com
1720 Vestaview Lane
Vestavia Hills, Alabama 35216

Messages

Scott Brown April 2, 2025 at 1:28 pm

No objection

Step Activity

OpenGov system activated this step	03/24/2025 at 9:08 am
OpenGov system assigned this step to Scott Brown	03/24/2025 at 9:08 am
Scott Brown approved this step	04/02/2025 at 1:28 pm

Police Department Review

Record No.**ANX-24-12**

Status Completed

Became Active March 24, 2025

Assignee Richard Wilcox

Due Date None

Primary Location

1720 VESTAVIEW LN
VESTAVIA HILLS, AL 35216

Owner

Jaye Lyn Lawrence
Vestaview Lane 1720 Vestaview Lane Vestavia Hills, Alabama 35216

Applicant

Jaye Lawrence
334-375-2949
jllawrence90@gmail.com
1720 Vestaview Lane
Vestavia Hills, Alabama 35216

Messages

No comments yet.

Step Activity

OpenGov system activated this step	03/24/2025 at 9:08 am
OpenGov system assigned this step to Richard Wilcox	03/24/2025 at 9:08 am
Richard Wilcox approved this step	04/02/2025 at 12:54 pm

Fire Department Review

Record No.**ANX-24-12**

Status Completed

Became Active March 24, 2025

Assignee Ryan Farrell

Due Date None

Primary Location

1720 VESTAVIEW LN
VESTAVIA HILLS, AL 35216

Owner

Jaye Lyn Lawrence
Vestaview Lane 1720 Vestaview Lane Vestavia Hills, Alabama 35216

Applicant

Jaye Lawrence
334-375-2949
jllawrence90@gmail.com
1720 Vestaview Lane
Vestavia Hills, Alabama 35216

Messages

No comments yet.

Step Activity

OpenGov system activated this step	03/24/2025 at 9:08 am
OpenGov system assigned this step to Ryan Farrell	03/24/2025 at 9:08 am
Ryan Farrell approved this step	03/31/2025 at 7:56 am

ANX-24-12

Annexation Application
Status: Active
Submitted On: 9/30/2024

Primary Location

1720 VESTAVIEW LN
VESTAVIA HILLS, AL 35216

Owner

Jaye Lyn Lawrence
Vestaview Lane 1720 Vestaview Lane
Vestavia Hills, Alabama 35216

Applicant

Jaye Lawrence
334-375-2949
jllawrence90@gmail.com
1720 Vestaview Lane
Vestavia Hills, Alabama 35216

Owner Information

Owner's Name*

Jaye Lawrence

Owner Mailing Address Inc. City, State, Zip*

1720 Vestaview Lane Vestavia Hills, AL 35216

Property Information

Address of Property to be annexed?*

1720 Vestaview Lane Vestavia Hills AL 35216

Legal Description of Property to be Annexed*

See Attached.

County Location of Property:

Jefferson County

Tax Parcel ID Number (if known)

29 00 25 2 009 031.000

County Zoning Classification

JCR1

Is this annexation for redevelopment?*

No

Compatible City Zoning Classification

VHR2

Desired Zoning Classification

VHR2

Is this a single-family residence with no additional development?*

Yes

Annexation Request Information

Please Explain your reason for requesting annexation?*

School systems for our daughter and simply wanting be in the Vestavia community.

Are you located in the Rocky Ridge Fire District?*

No

Information on Children

Name of Child

Charlie Rogers

Age of Child

4

School Grade of Child

4K - Creative Montessori School

Plan to Enroll in Vestavia Hills School within 2 years?

Yes

Name of Child

Noa Rogers

Age of Child

unborn due Feb 2, 2025

School Grade of Child

n/a

Plan to Enroll in Vestavia Hills Schools within 2 years?

n/a

Addition children information

Attachments

Owner's Notarized Affidavit REQUIRED

Rezoning - Owner Affadavit.jpg

Uploaded by Jaye Lawrence on Sep 30, 2024 at 10:49 AM

City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, or caused these presents to be executed by their duly authorized representatives, with full authority that we are the owners of said property requesting annexation:

SIGNATURES:

Jaye Lawrence _____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

_____ Lot ____ Blk____ Survey _____

STATE OF ALABAMA

JEFFERSON County COUNTY

JAYE LYN LAWRENCE being duly sworn says: I am one of the persons who signed the above petition, and I certify that said petition contains the signatures of the owners of the property to be annexed by this petition.

Jaye Lawrence
Signature of Certifier

Subscribed and sworn before me on this 30 day of September, 2024.

Notary Public

My Commission Expires: 5-6-2028.

ORDINANCE NUMBER 3280

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 JEFFERSON COUNTY R-1 TO VESTAVIA HILLS R-2

BE IT ORDAINED by the City Council of the City of Vestavia Hills, Alabama, as follows: That the Zoning Ordinance and Zoning Map of the City of Vestavia Hills, Alabama, adopted September 16, 1985, and as last amended so as to change the class of district zoning of the following described property from Jefferson County R-1 (medium density residential) to Vestavia Hills R-2 (medium density residential):

1720 Vestaview Lane
Jaye Lawrence, Owner(s)

More particularly described as follows:

Part of the Southeast 1/4 of the Northwest 1/4 of Section 25, Township 18 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows: Commence at the Southeast corner of said 1/4-1/4; thence West along the South line thereof a distance of 542.0 feet to the point of beginning of the tract here described, said point being in the center of Rogers Road, thence continue West along said South line a distance of 100.02 feet; thence at an angle to the right 88 degrees 53 minutes 30 seconds, run North a distance of 179.24 feet; thence at an angle to the right of 90 degrees 55 minutes, run East a distance of 100 feet; thence at an angle to the right of 89 degrees 05 minutes run South a distance of 179 .57 feet to the Point of Beginning. Less and except the right of way for Rogers Road over the South 15 feet of said property.

APPROVED and ADOPTED this the 25th day of August, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

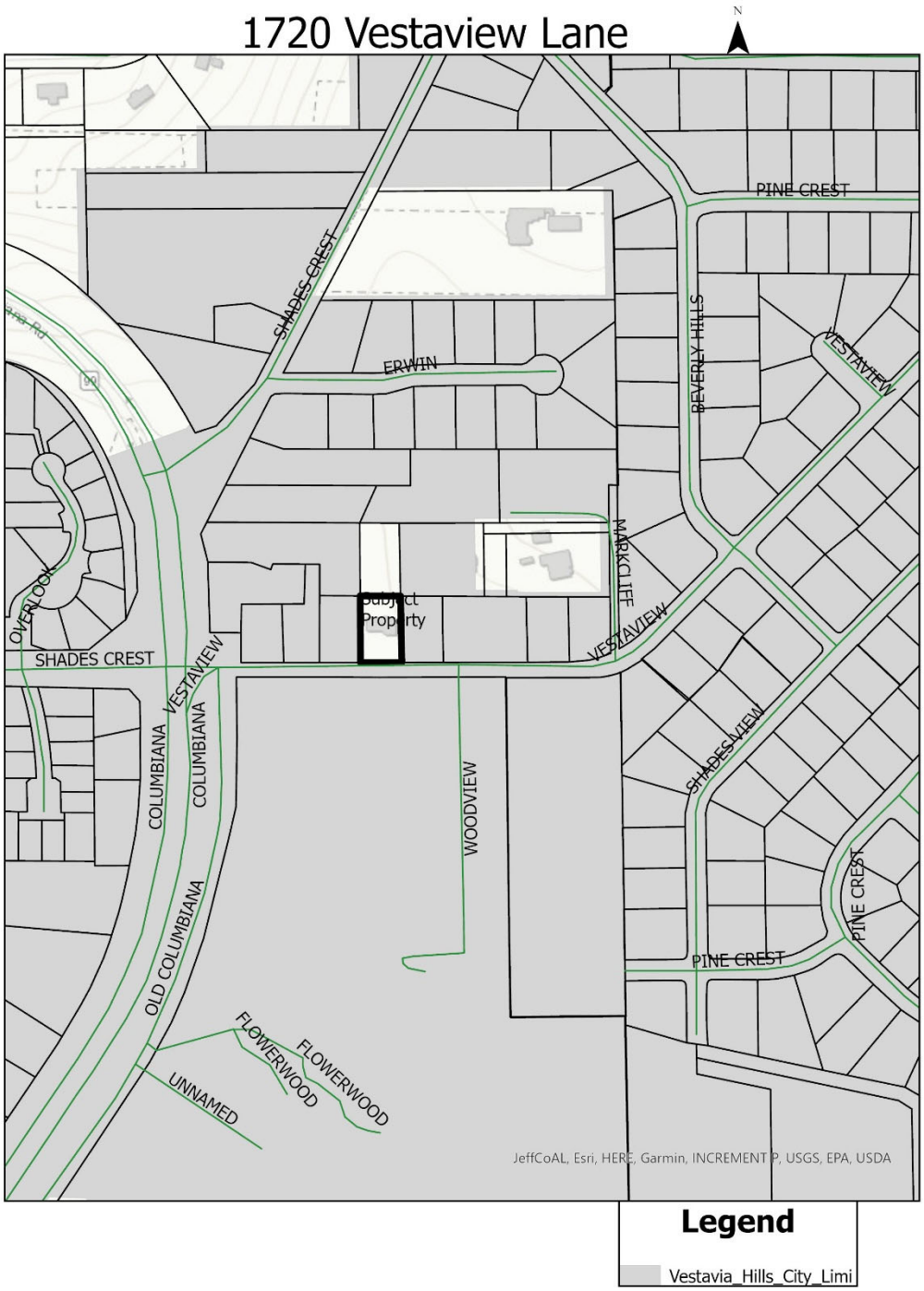
Rebecca Leavings
City Clerk

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 3280 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 25th day of August, 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


1720 Vestaview Lane
N
PINE CREST
SHADES CREST
ERWIN
BEVERLY HILLS
VESTAVIEW
MARKCLIFF
OVERLOOK
Subject Property
SHADES CREST
VESTAVIEW
COLUMBIANA
COLUMBIANA
WOODVIEW
SHADES VIEW
PINE CREST
PINE CREST
OLD COLUMBIANA
FLOWERWOOD
FLOWERWOOD
UNNAMED
JeffCoAL, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA
Legend
Vestavia_Hills_City_Limi

City of Vestavia Hills

Planning and Zoning Commission Review and Recommendation

Case Number:	RZ-25-3	Representative:	
Owner Name:	Jaye Lawrence	Rep. Address:	
Owner Address:	1720 Vestaview Lane Vestavia Hills, AL 35216		

Project Address:	1720 Vestaview Lane
Legal Description:	
Parcel ID Number:	
Current Zoning:	Jefferson Co R-1
Requested Zoning:	Vestavia Hills R-2
Intended Purpose:	Annexation

P&Z Recommendation:

MOTION Mr. Vercher made a motion to recommend rezoning for 1720 Vestaview Ln. from JC R-2 to VH R-1. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

Mr. Farrell – yes
Mr. Honeycutt– yes
Mr. Blakenburg– yes
Ms. Cochran– yes
Mr. Romeo – yes
Mr. Weaver – yes
Mr. Vercher– yes
Motion carried.

Date of P&Z Meeting: July 10, 2025

Authorized by: Vestavia Hills Planning and Zoning Commission, Michael Vercher, Chair

Issued by: Conrad Garrison, City Planner

Rezoning Application

RZ-25-3

Submitted On: May 16, 2025

Applicant

Jaye Lawrence
334-375-2949
@ jllawrence90@gmail.com

Primary Location

1720 VESTAVIEW LN
VESTAVIA HILLS, AL 35216

Property Information

Subject Property Address

1720 Vestaview Lane

Tax Parcel ID Number

--

Legal Description

--

Existing Parking Spaces

4

Proposed Parking Spaces

--

Submission Date

05/16/2025

Type of Project

Annexation of a Single-Family Home

Action Requested:

From Existing Zoning Classification

Jefferson Co R-1

To Requested Zoning Classification

Vestavia Hills R-2

For the Intended Purpose of:

Vestavia City school systems for our 2 girls.

Acreage of Subject Property

0

Acreage of Property to be Disturbed

0

Setbacks

Front

--

Back

--

Side

--

Open Space

--

Lot Coverage Percentage

--

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

Jaye Lawrence

Company Name

--

Owner Address City State Zip

1720 Vestaview Lane Vestavia Hills, AL 35216

Owner's Phone Number

3343752949

Email Address of Owner

jllawrence90@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

--

Company Name

--

Contact Email of Responsible Party

--

Mailing Address of Responsible Party

--

Phone No. of Responsible Party

--

Email Address of Responsible Party

--

Project Engineer Information (if applicable)

Name

--

Company

--

Mailing Address

--

Phone Number

--

Email

--

Zoning1
PARCELID 2900252009031000
DISTRICT 001
ESN_NUM 68
PROPADD 1720 VESTAVIEW LN
TAX_TOWNSH 29
SECTION 25
QSECTION 2
BLOCK 009
PARCEL 031000
VH_ZONING
ZNG_ORD
ZNG_ORD_DT
ZNG_ORD2
Zoom to
VESTAVIEW LN
VESTAVIEW LN
VESTAVIEW LN
COLUMBIANA RD
1720
1718
1725
1727
2017
2098
2102
2106
2110
1730
1750
1752
1749
1745
1748
2128
944 ft
920 ft

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Christopher Brady, City Engineer
Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3282 - An Ordinance Authorizing the Mayor and City Manager to execute and deliver an agreement for a drainage improvement and pipe rehabilitation project designated as Project Number IM-I459(324) on I-459 within the city limits of Vestavia Hills.

Background:
The Alabama Department of Transportation (ALDOT) has prepared plans for a drainage improvement and pipe rehabilitation project along I-459 from MP 19.2 to MP 19.4. ALDOT is requesting consideration and approval of the portions of the project within the city limits of Vestavia Hills via a City Council Resolution.

Recommendation:
I have reviewed the plans and find no issues with the plans as prepared.

Fiscal Impact:
There is no financial impact to the City.

Attachments:
1. 2025-07-08 - Letter
2. 2025-07-08 -Plan Set Reduced for CC

ORDINANCE NUMBER 3282

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AGREEMENTS FOR PROJECT NUMBER IM-I459(324) DRAINAGE IMPROVEMENTS AND PIPE REHABILITATION ON I-459

WHEREAS, the City of Vestavia Hills, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on I-459 within the City Limits of Vestavia Hills, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: IM-I459(324) Drainage Improvements and Pipe Rehabilitation on I-459; and

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City, for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following Ordinance:

BE IT ORDAINED by the Mayor and City Council of Vestavia Hills, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the Office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and

hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

This project does not require the permanent relocation or barricading of any intersection streets.

Please refer to: Project Notes (Sheet 2B)

Please refer to: General Traffic Control Plan Notes: (Sheet 2C)

Please refer to: Temporary Traffic Control Plan (Sheets 6-13)

BE IT FURTHER ORDAINED by Mayor and the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and

all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER ORDAINED by Mayor and City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Ordinance or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS ORDINANCE IS ADOPTED AND APPROVED this the 25th day of August, 2025.

Ashley C. Curry
Mayor

ATTESTED BY

Rebecca Leavings

APPROVED BY:

Jeffery D. Downes
City Manager

CERTIFICATION:

I, the undersigned, Clerk of the City of Vestavia Hills do hereby certify that the above and foregoing is a true and correct copy of a ordinance duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the 25th day of August, 2025 and which said Ordinance is on file in the office of the City Clerk and was posted in accordance with the laws of the State of Alabama on this the _____ day of _____ ,20 __

Rebecca Leavings
City Clerk

ALABAMA

DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED PROJECT NUMBER

IM-I459 (324)

DRAINAGE IMPROVEMENT AND PIPE REHABILITATION ON I-459
FROM MP 19.2 TO MP 19.4

JEFFERSON COUNTY

STATE	REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	LAST SHEET NO
AL	IM-I459(324)	2025	1	22

CONTRACT ID NO

Preliminary Project No IM-I459 (324)
Code No 4321-IM-100079804-2

Design Designation	
ADT ( )	
ADT ( )	
K	
D	N/A
TDHV	
TADT	
V (Design Speed)	
Min Stopping Sight Dist	

These plans have been prepared to conform with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.

Existing Bridge & Box Culvert

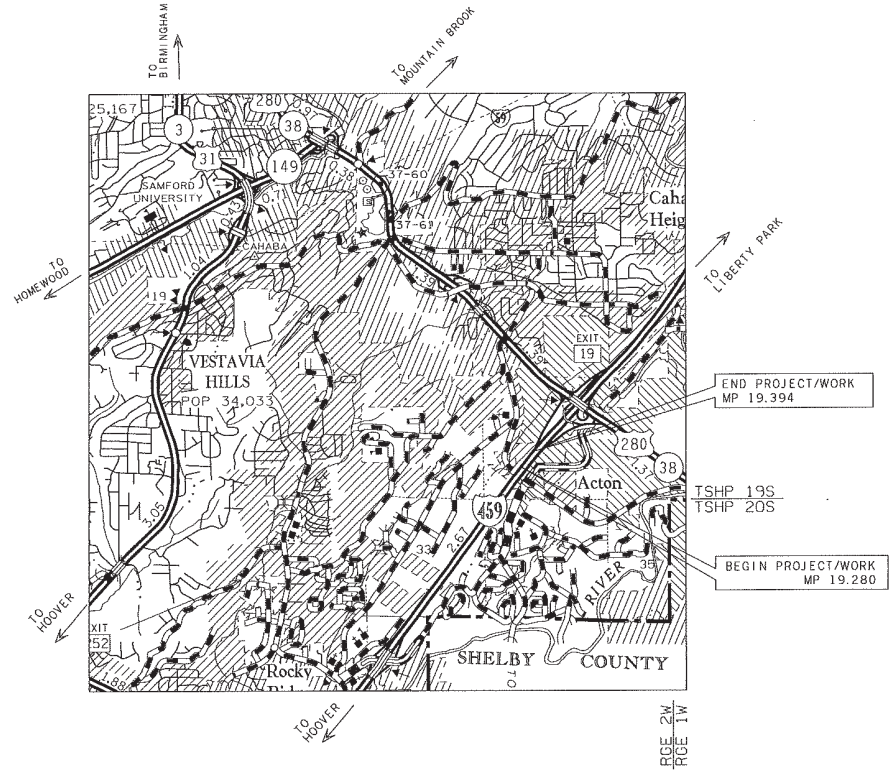
INDEX	MP TO MP	LENGTH	BIN
N/A			

Required Bridge

INDEX	STA TO STA	LENGTH	BIN
N/A			

Equations & Exceptions

INDEX	MP TO MP	EFFECT
N/A		



	FEET	MILES
Total Stationing of Project		
Equations & Exceptions		
Net Length of Project		
Net Length of Bridges		
Net Length of Roadways	N/A	

ALABAMA DEPARTMENT OF TRANSPORTATION
Submitted for Approval:
REGION ENGINEER
CHIEF ENGINEER
Approved:
TRANSPORTATION DIRECTOR

Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\1_TITLE.dgn 11:38:39 AM kanadayo

INDEX TO SHEETS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	1A

SHEET NUMBER	DESCRIPTION
1	TITLE SHEET
1A	INDEX TO SHEETS
1B-1C	INDEX TO SPECIAL AND STANDARD DRAWINGS
1D - 1E	PLANS LEGEND SHEET AND ABBREVIATIONS
1F	GEOMETRY LAYOUT SHEET AND HORIZONTAL DATA ON DITCH
2 - 2A	TYPICAL SECTIONS
2B	PROJECT NOTES
2C	GENERAL TRAFFIC CONTROL PLAN NOTES
3 - 3A	SUMMARY OF QUANTITIES
4 - 4A	DITCH PLAN AND PROFILE SHEET
5 - 5C	EROSION AND SEDIMENT CONTROL LEGEND AND PLAN SHEET
6	TEMPORARY TRAFFIC CONTROL PLAN SUMMARY
7 - 13	TEMPORARY TRAFFIC CONTROL PLAN SHEETS
14 - 14A	DRAINAGE CROSS SECTION
15-21	DITCH CROSS SECTIONS
22	EARTHWORK SUMMARY

$DATES $TIMES$ $USER NAMES$ $$$DESIGN FILE SPECIFICATIONS$$

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

SHEET TITLE	ROUTE
INDEX TO SHEETS	I-459

INDEX TO SPECIAL AND STANDARD DRAWINGS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	1B

THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL & STANDARD HIGHWAY DRAWINGS (U.S. CUSTOMARY UNITS OF MEASUREMENT) BOOK DATED 2025 WHICH APPLY TO THIS PROJECT.

INDEX NUMBER	STANDARD OR SPECIAL DRAWING NUMBER	DESCRIPTION
42801	SBS-428-A	DETAIL SHOWING SCORING BITUMINOUS OR CONCRETE PAVEMENT SURFACE BY CUTTING
53001	HEP-1	HYDRAULICALLY EQUIVALENT ROUND PIPE (STORM SEWER)
53004	RPC-530 (SHEET 1 OF 3)	BEDDING AND FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS (RCP AND CMP)
53005	RPC-530 (SHEET 2 OF 3)	BEDDING AND FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS (CMP AND RCP)
53006	RPC-530 (SHEET 3 OF 3)	BEDDING AND FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS (H.D.P.E. PIPE)
62160	JB-620-B	DETAILS OF JUNCTION BOX TYPE - 1 FOR 15" - 60" PIPE (0 - 10' FILL HEIGHT)
62163	JB-621-P (PC) (SHEET 1 OF 2)	DETAILS OF PRECAST ROUND JUNCTION BOX TYPES - 1P & 2P
62164	JB-621-P (PC) (SHEET 2 OF 2)	DETAILS OF PRECAST RECTANGULAR JUNCTION BOX TYPES - 1P & 2P
62301	623-N SPEC	DETAILS OF MEDIAN OPENING AND SAFETY GORES AT TRAFFIC CHANNEL ISLANDS
62307	623-XY	DETAILS OF CONCRETE CURBS AND CONCRETE CURB & GUTTER COMBINATIONS, SLOPING AND VERTICAL TYPES
63001	GR-630-S (SHEET 1 OF 3)	GALVANIZED STEEL BEAM GUARDRAIL WITH BLOCKED OUT TREATED TIMBER OR GALVANIZED STEEL POSTS (DELINEATORS / REFLECTORS FOR GUARDRAIL OR CONCRETE BARRIER RAIL)
63002	GR-630-S (SHEET 2 OF 3)	(MASH) GUARDRAIL HEIGHT TRANSITION DETAIL
63003	GR-630-S (SHEET 3 OF 3)	GALVANIZED STEEL BEAM GUARDRAIL WITH BLOCKED OUT TREATED TIMBER OR GALVANIZED STEEL POSTS
63006	GR-630-FD (SHEET 1 OF 2)	FLARE DETAIL AND WARRANTY CRITERIA FOR BEAM GUARDRAIL
63007	GR-630-FD (SHEET 2 OF 2)	FLARE DETAIL AND WARRANTY CRITERIA FOR BEAM GUARDRAIL & GUARDRAIL AT RADIUS
63050	GA-630-20 (SHEET 1 OF 3)	DETAILS OF GUARDRAIL END ANCHOR - TYPE 20 SERIES (MASH) (TL-3) (SOFTSTOP)
63051	GA-630-20 (SHEET 2 OF 3)	DETAILS OF GUARDRAIL END ANCHOR - TYPE 20 SERIES (MASH) (TL-3) (MSKT)
63052	GA-630-20 (SHEET 3 OF 3)	DETAILS OF GUARDRAIL END ANCHOR - TYPE 20 SERIES (MASH) (TL-3) (MAX-TENSION)
65901	ESC-509	DETAILS OF ROLLED AND HYDRAULIC EROSION CONTROL PRODUCT INSTALLATION
66501	ESC-100-1	BEST MANAGEMENT PRACTICE REFERENCE MATRIX
66502	ESC-100-2	BEST MANAGEMENT PRACTICE REFERENCE MATRIX
66505	ESC-200-1	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
66506	ESC-200-2	DETAILS OF TEMPORARY SLOPE DRAIN, BERMS, AND ENERGY DISSIPATOR
66507	ESC-200-3	DETAILS OF SEDIMENT BARRIER APPLICATIONS
66508	ESC-200-4	DETAILS OF SILT FENCE INSTALLATION
66509	ESC-200-5	DETAILS OF SEDIMENT RETENTION BARRIER
66512	ESC-300-1	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
66513	ESC-300-2	DETAILS OF HAY BALE DITCH CHECKS
66514	ESC-300-3	DETAILS OF SANDBAG DITCH CHECK
66515	ESC-300-4	DETAILS OF EROSION CONTROL WATTLE DITCH CHECKS
66517	ESC-300-6	DETAILS OF ROCK DITCH CHECKS
66518	ESC-300-7	DETAILS OF ROCK DITCH CHECKS WITH SUMP EXCAVATION
66519	ESC-300-8	DETAILS OF SILT FENCE DITCH CHECKS

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE	EAST CENTRAL REGION	INDEX TO SPECIAL AND STANDARD DRAWINGS	I-459

$DATE$ $TIME$ $USER NAME$ $$$DESIGN FILE SPECIFICATION$$$

INDEX TO SPECIAL AND STANDARD DRAWINGS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	1C

THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL & STANDARD HIGHWAY DRAWINGS (U.S. CUSTOMARY UNITS OF MEASUREMENT) BOOK DATED 2025 WHICH APPLY TO THIS PROJECT.		
66520	ESC-300-9	DETAILS OF WATTLE SLOPE INTERRUPTERS
66522	ESC-400-1	INLET PROTECTION TYPICAL APPLICATIONS AND DETAILS
66523	ESC-400-2	INLET PROTECTION DETAILS FOR COARSE AGGREGATE ON GRADES AND SAGS
66524	ESC-400-3	INLET PROTECTION DETAILS OF WATTLES
66525	ESC-400-4	INLET PROTECTION DETAILS OF SILT FENCE
66526	ESC-400-5	INLET PROTECTION DETAILS OF SAND BAGS
66529	ESC-501	FLOATING BASIN BOOM
66532	ESC-502	STABILIZED CONSTRUCTION ENTRANCE
66535	ESC-503	TEMPORARY DEWATERING STRUCTURES
66538	ESC-504	TEMPORARY CULVERT STREAM CROSSING
66541	ESC-505	TEMPORARY STREAM DIVERSION
66544	ESC-506-1	SUSPENDED PIPE DIVERSION (DOWNSTREAM)
66545	ESC-506-2	SUSPENDED PIPE DIVERSION (UPSTREAM)
66548	ESC-507	TEMPORARY SEDIMENTATION BASIN
67201	ESC-508	FLOCCULANT USAGE GUIDE
70101	PS-701-6	DETAILS OF TRAFFIC STRIPING FOR 2 LANE HIGHWAYS
70123	PS-701-3	DETAILS OF TRAFFIC STRIPING (FOUR LANES WITH FLUSH OR RAISED MEDIANS)
71017	IHS-710-12	DETAILS OF ROADWAY SIGN POST (SMALL CHANNEL AND TUBULAR SECTION)
71032	IHS-710-21	DETAILS FOR LOCATION AND MOUNTING OF STANDARD FLAT PANEL SIGNS ON U-CHANNEL AND TUBULAR POSTS
71035	IHS-710-23	LIGHTWEIGHT STRUCTURAL SIGN SUPPORT INSTALLATIONS
71060	SHS-1	STANDARD HIGHWAY SIGNS
71069	SHS-10	STANDARD HIGHWAY SIGNS
71090	SHS-26	STANDARD HIGHWAY SIGNS
71093	SHS-29	STANDARD HIGHWAY SIGNS
71094	SHS-30	STANDARD HIGHWAY SIGNS
72601	PNJB-629 (SHEET 1 OF 2)	350, TL-3 PREVIOUSLY CAST CONCRETE BARRIER - TYPE 6 (PORTABLE)
72603	PNJB-629 (SHEET 2 OF 2)	350, TL-3 PREVIOUSLY CAST CONCRETE BARRIER - TYPE 6 BOLTED THROUGH A BRIDGE DECK (PORTABLE)
74007	TCD-100	DETAILS FOR TRAFFIC CHANNELIZATION DEVICES

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE	EAST CENTRAL REGION	INDEX TO SPECIAL AND STANDARD DRAWINGS	I-459

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PLANS LEGEND SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	1D

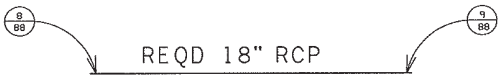
ROADWAY

- CENTER LINE (55+00)
- STATE BOUNDARY LINE
- COUNTY BOUNDARY LINE
- CITY OR TOWN LIMITS
- SECTION LINES (SEC 22 / SEC 23)
- QUARTER-SECTION LINES
- RANGE-TOWNSHIP LINES (R-17-E / R-18-E)
- PROPERTY LINES (PL)
- PRESENT ROW
- ACQUIRED ROW
- DENIED ACCESS
- REQUIRED FENCE
- CONSTRUCTION LIMITS (CONST LIM)
- CLEARING LIMITS
- RAILROAD
- EXISTING WOOD FENCE
- EXISTING BARBED WIRE FENCE
- EXISTING CHAIN LINK FENCE
- EXISTING ELECTRIC FENCE
- EXISTING HOG WIRE FENCE
- TREES
- WOODS LINE
- MARSH
- EXISTING DITCH
- REQUIRED DITCH
- GRAVEL ROAD
- EXISTING GUARDRAIL
- REQUIRED GUARDRAIL
- SATELLITE DISH
- TRAFFIC LIGHT
- BENCH MARK
- SURVEY POINT
- ENVIRONMENTAL CLEARED LIMITS (ENV)

- EXISTING PIPE
- REQUIRED PIPE (WITH PIPE END TREATMENT)
- REQUIRED PIPE END TREATMENT
- EXISTING BOX CULVERT
- REQUIRED BOX CULVERT
- EXTENDED CULVERT
- DROP INLET OR JUNCTION BOX (SEE PLANS DESCRIPTION)
- BRIDGE
- PIPE CULVERT (ELEVATION VIEW) — FL=410.25
- BOX CULVERT (ELEVATION VIEW) — FL=420.55

DRAINAGE STRUCTURE INDEX NUMBERS

DRAINAGE STRUCTURE WRITE-UPS ARE LOCATED ON THE DRAINAGE CROSS-SECTION SHEETS. STRUCTURES WITH WRITE-UPS ARE INDEXED AT EACH END, WITH NUMBERS ASSIGNED BY DIRECTION OF FLOW. THE NUMBER IN THE UPPER HALF OF THE CIRCLE (EXAMPLE 8 OR 9) IS THE DRAINAGE STRUCTURE INDEX NUMBER. THE NUMBER IN THE LOWER HALF (EXAMPLE 88) IS THE SHEET REFERENCE NUMBER.



ROADWAY PIPE EXAMPLE

ALL INFORMATION CONCERNING THE DISPOSITION OF SIDE DRAIN PIPE IS SHOWN ON THE SUMMARY OF QUANTITIES BOX SHEET. THE TOP LETTERS (SD) ARE FOR SIDE DRAIN AND THE BOTTOM NUMBER IS THE DRAINAGE STRUCTURE INDEX NUMBER.

SIDE DRAIN PIPE EXAMPLE

DIRECTION OF FLOW

UTILITIES

	EXISTING	PROPOSED
POWER POLE		
LIGHT POLE		
TELEPHONE POLE		
ANCHOR		
STUB (POWER)		
STUB (TELEPHONE)		
ELECTRIC DUCT	EL 4MTD	EL 4MTD
BURIED ELECTRIC CABLE	BE	BE
OVERHEAD ELECTRIC CABLE	OE	OE
ELECTRIC MANHOLE	E	E
TOWER		
TELEPHONE PEDESTAL	T	T
TELEPHONE DUCT	TP 4MTD	TP 4MTD
BURIED TELEPHONE CABLE	BTC	BTC
OVERHEAD TELEPHONE CABLE	OTC	OTC
TELEPHONE MANHOLE	MH	MH
SANITARY SEWER	S	SS
WATER LINE	W	W
WATER MAIN	WM	WM
WATER VALVE	W	W
FIRE HYDRANT		
WATER METER		
GAS LINE	G	G
GAS MAIN	GM	GM
GAS VALVE	G	G
GAS REGULATOR		
BURIED CABLE TELEVISION	BTV	BTV
OVERHEAD CABLE TELEVISION	OTV	OTV

- EXISTING PAVEMENT (RETAIN)
- EXISTING PAVEMENT (REMOVE)
- EXISTING PAVEMENT (RETAIN AND OVERLAY)
- CONCRETE (EXISTING OR REQUIRED)
- EXISTING CONCRETE (REMOVE)
- RIP RAP (EXISTING OR REQUIRED)

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

SHEET TITLE	ROUTE
PLANS LEGEND SHEET	I-459

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PLAN ABBREVIATIONS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	1E

ABANDON(ED)	ABAN
ABUTMENT	ABUT
ACCELERATION	ACCL
ACQUIRED	ACQD
ACRE	AC
AHEAD	AH
ALABAMA	AL
ALABAMA DEPARTMENT OF TRANSPORTATION	ALDOT
ALTERNATE	ALT
APPROXIMATE(LY)	APP
AREA	A
ASPHALT	ASP
AVERAGE ANNUAL DAILY TRAFFIC	AADT
BACK	BK
BACK OF GUARDRAIL	BK-GR
BACKSIGHT	BS
BARBED WIRE	B/W
BARREL	BBL
BARRIER	BAR
BASE LINE	BL or @
BEARING	BRNG
BEGIN	BEG
BEGINNING OF PROJECT	BOP
BETWEEN	BTW
BILLBOARD	BBD
BENCH MARK	BM
BITUMINOUS	BIT
BITUMINOUS COATED CORRUGATED METAL PIPE	BCCMP
BOUNDARY	BDY
BRIDGE	BRG
BRIDGE END SLAB	BES
CAPACITY	CAPY
CAST IRON	CI
CAST IN PLACE	CIP
CATCH BASIN	CB
CENTER LINE	℄
CHAIN LINK	C/L
CLASS	CLS
CONCRETE	CONC
CONNECTION	CONN
CONSTRUCTION LIMITS	CONST LIM
CORNER	COR
CORRECTION	CORR
CORRUGATED IRON	CORI
CORRUGATED METAL	CM
CORRUGATED METAL PIPE	CMP
CORRUGATED PLASTIC PIPE	CPP
COUNTY	CO
COUNTY ROAD	CO-RD
CREEK	CK
CROSS SECTION	X-SECT
CROWN REMOVED	CR
CUBIC FEET	FT3 or CU FT
CUBIC FEET PER SECOND	CFS
CUBIC YARD	YD3 or CU YD
CUBIC METERS	M3
CULVERT	CULV
CULTIVATED	CULT
CURB FACE	CF
CURB AND GUTTER	C&G
CUT	C
CURVE TO SPIRAL	CS
DECELERATION	DECEL
DECLINATION	DECL
DEGREE OF CURVE	D
DENIED ACCESS	D/A
DEPARTURE	DEP
DIAMETER	DIA
DIRECTION	DIR
DISTANCE	DIST
DOUBLE	DBL
DOUBLE BARREL CULVERT	CD
DRAINAGE AREA	DA
DRIVE	DR
DROP INLET	DI
EACH	EA
EASEMENT	ESMT
EAST	E
EAST BOUND ROADWAY	EBR
EDGE OF PAVEMENT	EP
ELEVATION	EL or ELEV
END OF RETURN	ER
END ANCHOR	E/A
END OF PROJECT	EOP
EQUATION	EQ
EROSION CONTROL PRODUCTS	ECP
EXCAVATION	EXCAV
EXISTING	EX
EXPANSION	EXP
EXTENSION	EXT
EXTERNAL	E
EXTRA STRENGTH	EXT STR
FEET	FT
FILL	F
FILTER BLANKET	FLT BLNK
FINISHED GRADE	FG
FINISHED SURFACE	FS
FISCAL YEAR	FY
FIXED	FIX
FLAT BOTTOM	FB
FLOW LINE	FL or ℄
FORESIGHT OR FRONTSIGHT	FST
FRACTIONAL	FRAC
FULL SUPERELEVATION	FS
GALLON	GAL
GASOLINE PUMPS	GPP
GARAGE	GAR
GAUGE	GA
GIRDER	GDR
GOVERNMENT	GOV
GRASS	GRS
GRADE CHANGE	GC
GRADE POINT	GP
GRADE ROD	GRD
GRAVEL	GRV
GUARDRAIL	GR
HEADWALL	HDWL
HECTARE	HA
HIGH WATER MARK	HWM
HEIGHT	HT
HEIGHT OF INSTRUMENT	HI
HIGH WATER	HW
HIGHWAY	HWY
HOGWIRE	H/W
HORIZONTAL	HOR
HUB & TACK	H&T
HYDRANT	HYD
IMPACT ATTENUATOR	IA
IN ACCORDANCE WITH	I/A/W
IN PLACE	IN-PL
INCHES	IN
INCLUDING	INCL
INCORPORATED	INC
INSTRUMENT	INST
ISLAND	ISL
JOINT	JT
JUNCTION	JCT
JUNCTION BOX	JB
KILOMETER	KM
KILOMETER POST	KMP
KILOMETERS PER HOUR	KPH
LANE	LN
LATITUDE	LAT
LEFT	LT
LEFT AHEAD	LA
LEFT BACK	LB
LENGTH OF CURVE	L
LINK	LK
LIMIT	LIM
LINEAR	LIN
LINEAR FEET	LIN FT
LONGITUDE	LONG
MANHOLE	MH
MARKER	MRK
MAXIMUM	MAX
MEAN HIGH WATER	MHW
MEAN LOW WATER	MLW
MEASUREMENT	MEAS
MEDIAN	MED
METER	M
MERIDIAN	MER
MILE POST	MP
MILES	MI
MILES PER HOUR	MPH
MILLIMETER	MM
MINIMUM	MIN
MONUMENT	MON
MULTIPLE	MULT
NORMAL	NORM
NORMAL CROWN	NC
NORMAL CROWN SLOPE	NCS
NORTH	N
NORTH BOUND ROADWAY	NBR
NORTHING-EASTING	NE
NOT IN CONTRACT	NIC
NOT TO SCALE	NTS
NUMBER	NO
OBSERVATION	OBS
ON CENTER	OC
ORIGINAL	ORIG
OVERHEAD	OHD
OVERHAUL	OH
OUT TO OUT	OO
PAINT	PNT
PAVED	PVD
PAVED SHOULDER	PVD SH
PAVEMENT	PVMT
PIPE END TREATMENT	PET
PIPE ENTERING CULVERT	PEC
PLATE GIRDER	PL GDR
POINT OF BEGINNING	POB
POINT OF COMPOUND CURVE	PCC
POINT OF CURVATURE	PC
POINT OF REVERSE CURVATURE	PRC
POINT OF ENDING	POE
POINT OF INTERSECTION	PI
POINT OF TANGENCY	PT
POINT ON CURVE	POC
POUND	LB
PRESENT	PRES
PROFILE GRADE	PG
PROJECT	PROJ
PROJECT CONTROL	PJC
PROPERTY LINE	ℙ
PROPOSED	PROP
QUADRUPLE	QUAD
QUADRUPLE BARREL CULVERT	CQ
QUANTITY	QUANT
RADIUS	R
RAILROAD	RR
RANGE	RGE
RECORD	REC
REDUCTION	RED
REFERENCE	REF
REFERENCE POINT	RP
REFERENCE POINT FOR POINT ON TANGENT	RPPOT
REINFORCED	REINF
REINFORCED CONCRETE	RC
REINFORCED CONCRETE DECK GIRDER	RCDG
REINFORCED CONCRETE PIPE	RCP
REINFORCING STEEL	REINF STL
RELOCATE	RELC
REMOVE	REM
REQUIRED	REQD
RETAINING	RET
REVERSE CROWN	RC
REVISION	REV
RIGHT	RT
RIGHT AHEAD	RA
RIGHT BACK	RB
RIGHT OF WAY	ROW
RIGHT OF WAY MARKER	ROWM
RIVER	RIV
ROAD	RD
ROADWAY	RDWY
SECTION	SEC
SERVICE ROAD	SER RD
SHEET	SHT
SHEET PILING	SHT PILE
SHOULDER	SHLD
SIDE DRAIN	SD
SIDEWALK	SW
SIGHT DISTANCE	S DIST
SINGLE BARREL CULVERT	CS
SKEW	SK
SLOPE STAKE	SST
SOLID SODDING	SOL SOD
SOUTH	S
SOUTH BOUND ROADWAY	SBR
SPECIAL	SP
SPECIAL DITCH	SP-DT
SPECIAL DITCH LEFT	SDL
SPECIAL DITCH MEDIAN	SDM
SPECIAL DITCH RIGHT	SDR
SPECIAL DRAWING	SP-DWG
SPECIFICATIONS	SPEC
SPRING LINE	SL
SPIRAL TO CURVE	SC
SPIRAL POINT OF INTERSECTION	SPI
SPIRAL TO TANGENT	ST
SQUARE	SQ
SQUARE FEET	FT2 or SQ FT
SQUARE METERS	M2
SQUARE YARD	YD2 or SQ YD
STAKE	STK
STANDARD	STD
STANDARD DRAWING	STD-DWG
STANDARD STRENGTH	STD STR
STATION	STA
STATION & ELEVATION	S/E
STATION & OFFSET	SO
STOPPING SIGHT DISTANCE	SSD
STREET	ST
STRUCTURE	STR
SUB-GRADE	SG
SUPERELEVATION	SE, se or e
SURVEY	SRV
SYMMETRICAL	SYM
TANGENT	TAN
TANGENT LENGTH (CURVE DATA)	T
TANGENT TO SPIRAL	TS
TEMPORARY	TEMP
TEMPORARY BENCH MARK	TBM
THROAT	TH
TOWNSHIP	TSHP
TRIPLE	TR
TRIPLE BARREL CULVERT	CT
TURN OUT	TO
TURNING POINT	TP
TYPE	TY
UNIT	U
UNKNOWN	UNK
UNPAVED	UNPVD
VALLEY GUTTER	VG
VARIABLE	VAR
VERTICAL	VERT
VERTICAL CURVE	VC
VERTICAL POINT OF CURVATURE	PVC
VERTICAL POINT OF INTERSECTION	PVI
VERTICAL POINT OF TANGENCY	PVT
VITRIFIED	VIT
VOLUME	VOL
WEST	W
WEST BOUND ROADWAY	WBR
WING WALL	WW
WITNESS CORNER	WC
WOOD	WD
WORKING POINT	WP
WOVEN WIRE	W/W
YARD	YD

STRUCTURES

NUMBER OF STORIES	1, 2, 3, 4
FRAME	FR
BUILDING	BLDG
BLOCK	BLK
BRICK	BR
STUCCO	STU
METAL	MET
RESIDENCE	RES
BUSINESS	BUS
WAREHOUSE	WHSE
CHICKEN HOUSE	CH HSE
CHURCH	CH
SCHOOL	SCH
DOUBLE WIDE MOBILE HOME	DW MH
MOBILE HOME	MH

UTILITIES

ANCHOR WIRE	AW
BURIED ELECTRIC	BE
BURIED FIBER OPTIC	BFO
BURIED TELEPHONE CABLE	BTC
BURIED CABLE TELEVISION	BTV
CAST IRON	CI
CIRCUIT	CKT
DUCTILE IRON	DUC IRON
EASEMENT	ESMT
FIBER OPTIC	FO
FIRE HYDRANT	FH
FORCED MAIN (SANITARY SEWER)	FM
GAS MAIN	GM
GAS METER	GMET
GAS VALVE	GV
GUY WIRE	GUY
HIGH PRESSURE	HP
KILOVOLT AMPS	KVA
MANHOLE	MH
MERCURY VAPOR LIGHT	MVL
OVERHEAD FIBER OPTIC	OFO
OVERHEAD TELEPHONE CABLE	OTC
OVERHEAD ELECTRIC CABLE	OE
OVERHEAD CABLE TELEVISION	OTV
PAIR	PR
PEDESTAL	PED
POLY-VINYL CHLORIDE PIPE	PVC
POWER POLE	PP
SANITARY SEWER	SS
SERVICE	SERV
STEEL	STL
STORM DRAIN	STM
STORM SEWER	STMS
SWITCH	SW
TELEPHONE	TEL
TELEPHONE MANHOLE	TMH
TRANSFORMER	TRAN
TRANSMISSION LINE	TR LN
TRIAXIAL CABLE (SERVICE)	TRIX
VITRIFIED CLAY PIPE	VCP
WATER MAIN	WM
WATER METER	WMET
WATER VALVE	WV

PROPERTY

DEED BOOK	DB
REAL PROPERTY BOOK	RP
PLAT BOOK	PB
MAP BOOK	MB
PAGE	PG
OFFICIAL RECORD	OR
CAPPED (TYPICAL PLASTIC SURVEYORS CAP)	CAP
ALUMINUM CAP	ALUM CAP
BRASS CAP	BR CAP
IRON PIPE	IP
CRIMPED	CR
REINFORCING STEEL	REBAR
CONCRETE MONUMENT	CM
DAMAGED	DAM
CHISELED X	CH "X"
HUB AND TACK	H&T
NAIL AND BOTTLE TOP	N&BT
PARKER-KALON (MASONARY NAILS)	PK NAIL
FENCE POST	F-POST
RAILROAD IRON	RR IRON
COTTON SPINDLE	COT SP
ANGLE IRON	ANGLE IRON

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

SHEET TITLE	ROUTE
PLAN ABBREVIATIONS	I-459

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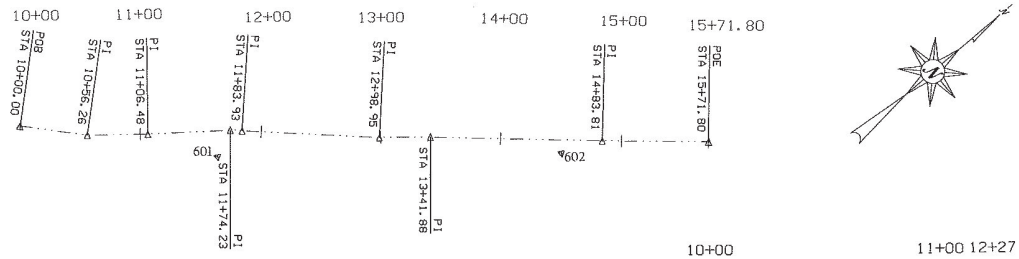
GEOMETRY CONTROL LAYOUT

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	1F

CONTROL MONUMENTS

HORIZONTAL DATUM
ALABAMA STATE PLANE COORDINATE SYSTEM
(NAD 83/2011) ALABAMA WEST ZONE
US SURVEY FEET
VERTICAL DATUM
NAVD 88

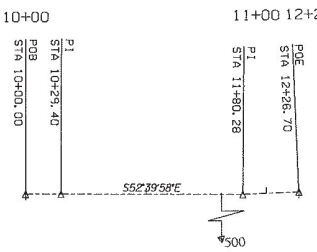
PT#	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DESCRIPTION
500	11+62.73	563.46	1249647.880	2200220.310	547.810	5/8" CAPPED IRON
601	11+62.73	20.84	1250468.660	2200826.448	552.505	5/8" CAPPED IRON
602	14+50.57	11.62	1250687.736	2201010.901	555.540	5/8" CAPPED IRON



GEOMETRY LAYOUT FOR SPECIAL DITCH OF I-459

Project Name: I-459
Description:
Horizontal Alignment Name: I-459 SDR (SPECIAL DITCH)
Description:
Style: Default

		STATION	NORTHING	EASTING
Element: Linear				
POB	( )	10+00.00	1250360.745	2200701.243
PI	( )	10+56.26	1250398.371	2200743.075
Tangent Direction:	N 48°01'49.04" E			
Tangent Length:	56.26			
Element: Linear				
PI	( )	10+56.26	1250398.371	2200743.075
PI	( )	11+06.48	1250437.201	2200774.913
Tangent Direction:	N 39°20'58.99" E			
Tangent Length:	50.21			
Element: Linear				
PI	( )	11+06.48	1250437.201	2200774.913
PI	( )	11+74.23	1250490.905	2200816.227
Tangent Direction:	N 37°34'13.91" E			
Tangent Length:	67.76			
Element: Linear				
PI	( )	11+74.23	1250490.905	2200816.227
PI	( )	11+83.93	1250497.916	2200822.921
Tangent Direction:	N 43°40'31.01" E			
Tangent Length:	9.69			
Element: Linear				
PI	( )	11+83.93	1250497.916	2200822.921
PI	( )	12+98.95	1250581.802	2200901.615
Tangent Direction:	N 43°10'14.84" E			
Tangent Length:	115.02			
Element: Linear				
PI	( )	12+98.95	1250581.802	2200901.615
PI	( )	13+41.88	1250614.594	2200929.331
Tangent Direction:	N 40°12'16.34" E			
Tangent Length:	42.94			
Element: Linear				
PI	( )	13+41.88	1250614.594	2200929.331
PI	( )	14+83.81	1250720.726	2201023.562
Tangent Direction:	N 41°36'02.90" E			
Tangent Length:	141.93			
Element: Linear				
PI	( )	14+83.81	1250720.726	2201023.562
POE	( )	15+71.80	1250787.238	2201081.161
Tangent Direction:	N 40°53'32.59" E			
Tangent Length:	87.99			



GEOMETRY LAYOUT FOR CAHABA RIVER ROAD

Project Name: I-459
Description:
Horizontal Alignment Name: DITCH ON CAHABA RIVER RD
Description:
Style: BL EBR

		STATION	NORTHING	EASTING
Element: Linear				
POB	( )	10+00.00	1250116.712	2200534.246
PI	( )	10+29.40	1250099.042	2200557.745
Tangent Direction:	S 53°03'32.31" E			
Tangent Length:	29.40			
Element: Linear				
PI	( )	10+29.40	1250099.042	2200557.745
PI	( )	11+80.28	1250007.543	2200677.707
Tangent Direction:	S 52°39'57.57" E			
Tangent Length:	150.87			
Element: Linear				
PI	( )	11+80.28	1250007.543	2200677.707
POE	( )	12+26.70	1249981.210	2200715.946
Tangent Direction:	S 55°26'50.88" E			
Tangent Length:	46.43			

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ 0 SCALE (FEET)	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	DE			GEOMETRY CONTROL LAYOUT	I-459

5/26/2025 11:37:08 AM karadayc Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\1F Geometry Layout.dgn

TYPICAL SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	2

NOTES:

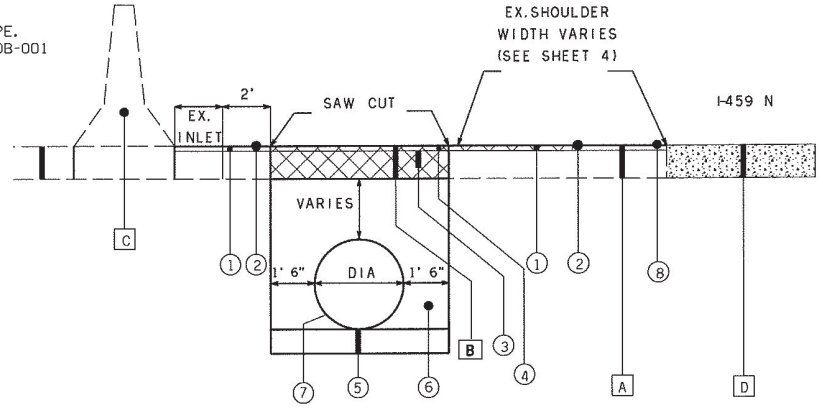
1 - OMIT

2 - IN-PLACE PAVEMENT SHALL BE REMOVED BY SAW CUTTING. THIS SHALL BE PAID AS A SUBSIDIARY OBLIGATION OF PAY ITEM 530B-001.

3 - WORK AT EXISTING E INLET SHALL BE SAW CUT TO PLACE NEW ROADWAY PIPE. THIS WORK SHALL BE PAID AS A SUBSIDIARY OBLIGATION OF PAY ITEM 530B-001

4 - SEE PROJECT NOTE 303 ON SHEET 2B.

■ 5 - COMPACTION IN EQUAL LIFTS OR AS DIRECTED BY THE PROJECT MANAGER



OPEN CUT DETAIL FOR ROADWAY PIPE

I-459 INSIDE SHOULDER NB

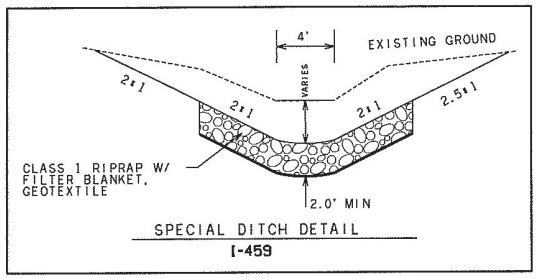
IN-PLACE AND REQUIRED MATERIALS LEGEND		
LEGEND	ITEM NUMBER	DESCRIPTION
A		IN-PLACE BITUMINOUS PAVEMENT (RETAIN, PLANING AND RESURFACE) (APP 6 1/2")
B		IN-PLACE BITUMINOUS PAVEMENT (REMOVE)
C		IN-PLACE CONCRETE BARRIER WALL (RETAIN)
D		IN-PLACE CONCRETE PAVEMENT (RETAIN) (5")
①	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE 1.5" THICK)
②	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREATE SIZE MIX, ESAL RANGE C/D (165 LBS/SQ YD)
③	424B-654	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 3/4" MAXIMUM AGGREATE SIZE MIX, ESAL RANGE C/D (385 LBS/SQ YD)
④	405A-000	TACK COAT
⑤	214B-001	FOUNDATION BACKFILL, COMMERCIAL (6" COMPACTED) (# 57 STONE)
■ ⑥	305B-071	COARSE AGGREGATE, SECTION 801, FOR MISCELLANEOUS USE (# 57 STONE) (SEE NOTE 5 ABOVE)
⑦	530B-001	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)
⑧	428A-001	SCORING BITUMINOUS PAVEMENT SURFACE

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION EAST CENTRAL REGION	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE		TYPICAL SECTION	I-459

5/13/2025 10:27:37 AM magadaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans _Assembly\Working Sheets Plan Assembly\2 - 2A TYP.dgn

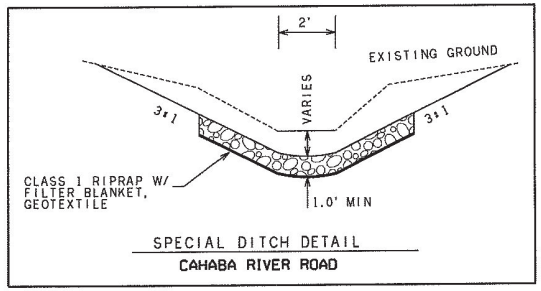
TYPICAL SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	2A



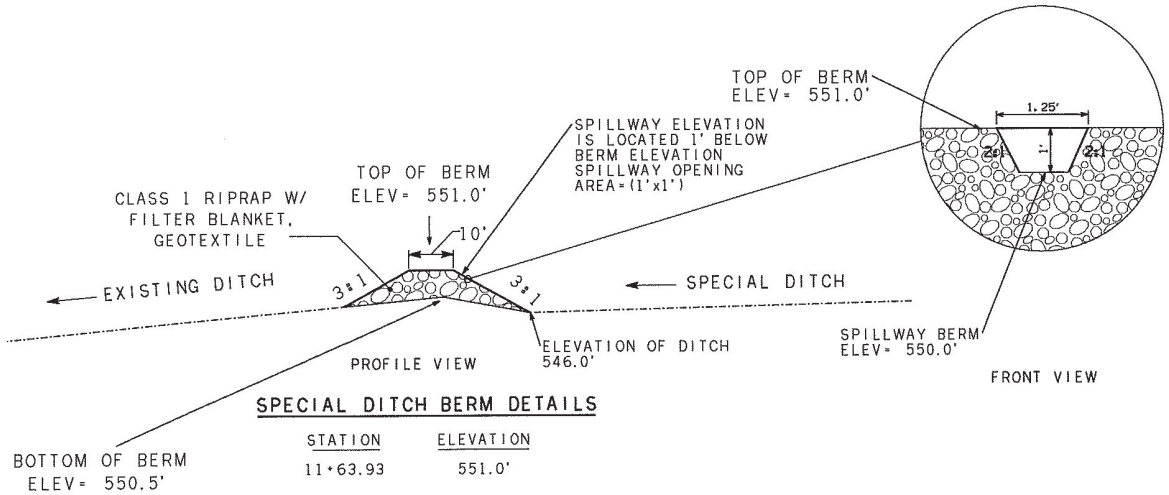
SPECIAL DITCH DETAIL
I-459

ROADWAY	LOCATION	SIDE	SLOPE		BOTTOM WIDTH (FT)	DESIGN DEPTH (FT)
			LT	RT		
I-459	11+83.93 -15+71.80	LT	2	2	4.0	2.00



SPECIAL DITCH DETAIL
CAHABA RIVER ROAD

ROADWAY	LOCATION	SIDE	SLOPE		BOTTOM WIDTH (FT)	DESIGN DEPTH (FT)
			LT	RT		
CAHABA-RIVER RD	10+29.38 -11+80.28	LT	3	3	2.0	VARIES



SPECIAL DITCH BERM DETAILS

STATION	ELEVATION
11+63.93	551.0'

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

SHEET TITLE	ROUTE
TYPICAL SECTION	I-459

$DATE$ $TIME$ $USER NAME$ $$$DESIGN FILE SPECIFICATION$$$

PROJECT NOTES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	2B

NOTE NO	NOTE
300	ANY DAMAGE TO IN-PLACE PAVING OR IN-PLACE CONCRETE, GRASSING, ETC. SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AT NO COST TO THE PROJECT.
301	THE FOLLOWING EROSION CONTROL ITEMS, ((652A-100) SEEDING AND (656A-010) MULCHING) WERE INCLUDED IN THIS PROJECT TO BE USED ON THE CLEARING AND GRUBBING AREAS, AND FOR SLOPE PROTECTION AND STABILIZATION.
302	THE CLEARING AND REMOVAL OF ANY TREE STUMPS SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 210A-000, UNCLASSIFIED EXCAVATION.
303	CONCRETE PLACED AT PIPE PLUGS, AND PATCHING OF PIPE PENETRATIONS AT EXISTING "E" INLETS WILL BE PAID AS ITEM 620A-000, MINOR STRUCTURE CONCRETE
304	IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT PIPE PLUGS IN SUCH A WAY THAT LOSS OF FLOWABLE FILL DUE TO PLUG FAILURE DOES NOT OCCUR. THE CONTRACTOR SHALL PATCH ALL HOLES IN THE EXISTING 36" DIA. CROSS DRAIN AND MEDIAN JUNCTION BOX PRIOR TO PLACEMENT OF FLOWABLE FILL, TO PREVENT LOSS DURING PLACEMENT. PATCHING THE HOLES SHALL BE PAID AS ITEM 620A-000, MINOR STRUCTURE CONCRETE.
305	THE CONTRACTOR SHALL INSTALL AIR BLEED HOLES AS NEEDED ALONG THE LINE OF THE PIPE TO REDUCE THE LIKEHOOD OF CREATING AN AIR VOID. PLACEMENT OF FLOWABLE FILL SHALL BE STAGED AS NEEDED TO PREVENT LOSS OF MATERIAL AT THE AIR BLEED LOCATIONS.
306	EXISTING HEADWALL AT THE END OF THE EXISTING 36" RCP CROSS DRAIN SHALL BE REMOVED AND PIPE SHALL BE REMOVED TO 6 INCHES BELOW EXISTING GRADE TO ALLOW FOR FINISHED GRADING, TOPSOIL,AND VEGETATION ESTABLISHMENT. THIS PARTIAL DRAINAGE STRUCTURE REMOVAL IS A SUBSIDIARY OBLIGATION OF ITEM 210A-000, UNCLASSIFIED EXCAVATION.
307	THE CONTRACTOR SHALL USE CLASS 1 RIPRAP FOR THE REGRADED DITCH ALONG CAHABA RIVER ROAD. ANY DISTURBANCE TO THE REGRADED DITCH ALONG MUST BE COVERED THE SAME DAY WITH CLASS 1 RIPRAP.
400	ALL EXISTING DRAINAGE STRUCTURES SHALL BE RETAINED, UNLESS NOTED OTHERWISE.
800	IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THE LOCATION OF ANY REQUIRED GUARDRAIL, SIGNS, FOOTINGS OF ANY NATURE AND/OR ELECTRICAL/COMMUNICATIONS CONDUITS MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER TO PREVENT ANY CONFLICTS WITH THESE UTILITIES. UTILITY LINE LOCATE REQUESTS WILL BE LIMITED TO INCREMENTS NOT TO EXCEED 1000 LINEAR FEET PER WORKING DAY OPERATION. MULTIPLE LOCATE REQUESTS WILL BE REQUIRED FOR PROJECTS GREATER THAN 1000 LINEAR FEET IN LENGTH.
900	NPDES PERMIT COVERAGE IS NOT REQUIRED FOR THIS PROJECT.
901	THIS PROJECT IS A PRIORITY CONSTRUCTION SITE. CONSTRUCTION STORMWATER SAMPLING AND TURBIDITY MONITORING ARE NOT REQUIRED.
902	OMIT
903	OMIT
904	OMIT
905	OMIT
906	THERE SHALL BE NO FUEL TANKS STORED ON THE RIGHT-OF-WAY. IN ADDITION, FUEL TRUCKS OR VEHICLES TRANSPORTING CHEMICALS, FERTILIZERS, ETC. SHALL NOT BE LEFT UNATTENDED ON THE RIGHT-OF-WAY.

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	DE

ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

SHEET TITLE	ROUTE
PROJECT NOTES	I-459

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GENERAL TRAFFIC CONTROL PLAN NOTES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	2C

( ) DENOTES NOTES THAT APPLY TO THIS PROJECT

(700) THE TRAFFIC CONTROL PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE M.U.T.C.D. PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.

(701) ALL BLACK ON ORANGE CONSTRUCTION SIGNS SHALL BE FABRICATED USING TYPE XI FLUORESCENT ORANGE REFLECTIVE SHEETING MATERIAL FOR THE SIGN BACKGROUND.

(702) DURING NON-WORKING HOURS NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC. WHEN THIS IS NOT PRACTICAL, IT SHALL BE PLACED IN AN AREA APPROVED BY THE ENGINEER AND DELINEATED BY REFLECTORIZED DRUMS. THIS INCLUDES STORAGE OF TRAFFIC CONTROL DEVICES SUCH AS TRAILER MOUNTED OR OTHER TEMPORARY SIGNS, BARRICADES, DRUMS, ETC., WHICH ARE NOT IN USE DURING NON-WORKING HOURS. TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT. (SEE SKETCH ON SHEET 7)

703 WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRIVEWAY, SIDEWALK, BRIDGE, ETC., OR WHERE THE VISIBILITY OF A SIGN IS LIMITED TO THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.

(704) THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR UNCOVER UPON COMPLETION OF A PARTICULAR SECTION ANY CONFLICTING IN-PLACE ROADWAY SIGNS AND DELINEATORS, AS DIRECTED BY THE ENGINEER. SIGNS REQUIRING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE ALDOT. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.

705 DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC, EXCEPT ON SHORT TERM OPERATIONS WHERE IT IS DETERMINED BY THE ENGINEER, THAT SUCH REMOVAL AND REPLACEMENT IS MORE HAZARDOUS THAN LEAVING EXISTING MARKINGS IN PLACE. COST OF ANY REMOVAL SHALL BE PAID FOR UNDER ITEM 701D OR AS A SUBSIDIARY OBLIGATION OF ITEM 701C.

706 OMITTED

(707) THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.

(708) ALL VEHICLES, EQUIPMENT, PERSONNEL (EXCEPT FLAGGERS), AND THEIR ACTIVITIES, ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

709 THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.

(710) CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET.

711 FLAGGERS SHALL BE PROPERLY ATTIRED, EQUIPPED WITH STAFF MOUNTED STOP/SLOW PADDLES IN SIGHT OF EACH OTHER, OR HAVE DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATION LOCATION MAY BE VARIED FROM THOSE SHOWN BASED ON ROADWAY ALIGNMENT AND CONDITIONS AT THE TIME OF THE LANE CLOSURE.

712 FLAGGERS ARE TO BE USED WHEN DIRECTED BY THE ENGINEER. SIGNS SHALL BE PLACED AT THE APPROPRIATE TIME, AND SHALL BE COVERED OR REMOVED WHEN FLAGGERS ARE NOT ON DUTY AND DURING NON-WORKING HOURS.

713 FOR MOVING OPERATIONS, THE TRAFFIC CONES MAY BE DELETED IF THE FLAGGERS ARE IN SIGHT OF EACH OTHER, OR IF A PILOT CAR IS USED ON A TWO LANE ROADWAY.

714 OMITTED

(715) ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.

(716) THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TCP PROVIDES SEVERAL DETAILED DRAWINGS INDICATING THE TRAFFIC CONTROL NECESSARY FOR THE DIFFERENT CONSTRUCTION ACTIVITIES ANTICIPATED FOR THIS PROJECT. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.

717 OMITTED

718 REQUIRED TEMPORARY ROUTE MARKER ASSEMBLIES THAT ARE TO BE LOCATED IN THE VICINITY OF EXISTING ROUTE MARKERS SHOULD BE PLACED ALONG SIDE OF THOSE ALREADY IN PLACE. SOME EXISTING ROUTE MARKERS MAY HAVE TO BE COVERED OR REMOVED, AS DIRECTED BY THE ENGINEER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.

(719) RA-1 (REBUILD ALABAMA) SIGNS SHALL BE REQUIRED FOR EVERY PROJECT. RA-1 SIGNS SHALL BE PLACED AT THE BEGINNING OF THE WORK LIMITS OF THE SUBJECT PROJECT ROUTE. RA-1 SIGNS SHALL BE POSTED ON THE RIGHT-HAND SIDE OF THE ROADWAY ON THEIR OWN SUPPORT SYSTEM. THE RA-1 SIGNS SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

(720) ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.

721 OMITTED

722 OMITTED

723 THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONES DURING CONSTRUCTION.

724 OMITTED

(725) ALL SIGNS SHALL BE POST-MOUNTED IF THE WORK PERIOD EXCEEDS FOUR DAYS, EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.

726 W8 SIGNS INTENDED TO WARN MOTORISTS OF SURFACE CONDITIONS EXTENDING FOR GREATER THAN 1 MILE SHALL BE PLACED PRIOR TO THE BEGINNING OF SURFACE CONDITION AND AT 1 MILE INCREMENTS THEREAFTER, WITH THE EXCEPTION SPECIFIED IN NOTE 727.

727 DURING THE WIDENING OR RESURFACING OF ANY ROADWAY CARRYING TRAFFIC, THE CONTRACTOR SHALL ADVISE THE MOTORISTS OF ANY EDGE OF PAVEMENT DROP-OFFS 3 INCHES OR GREATER BY PLACING SHOULDER DROP-OFF SIGNS EVERY ½ MILE BEGINNING PRIOR TO THE WIDENING OR RESURFACING. REQUIRED SHOULDER WORK TO ELIMINATE THE DROP-OFFS SHALL BE PURSUED IN AN EXPEDITIOUS MANNER FOLLOWING THE WIDENING AND/OR RESURFACING.

728 A DIFFERENCE IN ELEVATION OF APPROXIMATELY 2 INCHES OR LESS AT THE CENTERLINE MAY BE ALLOWED DURING NON-WORKING HOURS WITHOUT ADDITIONAL TRAFFIC CONTROL. SPECIAL CONDITIONS MAY EXIST WHERE PROTECTION SHOULD BE PROVIDED WHERE THE DIFFERENCE IS 2 INCHES OR LESS.

(729) SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.

730 OMITTED

731 OMITTED

(732) CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN RADII.

(733) CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.

(734) CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.

(735) CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.

(736) CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPERS.

737 CHANNELIZING DEVICES SHALL EXTEND TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.

738 OMITTED

739 OMITTED

740 OMITTED

(741) FOR DIVIDED ROADWAYS, THE REQUIRED ADVANCE WARNING SIGNS SHALL BE POSTED ON BOTH THE RIGHT AND LEFT SIDE OF THE ROADWAY.

(742) THE CONTRACTOR SHALL CLOSE THE LANE ADJACENT TO THE WORK AREA ANYTIME WORK OUTSIDE THE EXISTING TRAVEL LANES ENCROACHES WITHIN 2 FEET OF THE EXISTING EDGE OF PAVEMENT.

743 OMITTED

(744) THE TRANSITION TAPER LENGTH (L) IS SHOWN IN TABLE 6C-4, AND THE BUFFER LENGTH IS SHOWN IN TABLE 6C-2 OF THE MUTCD, PART 6, 2009 EDITION.

745 OMITTED

746 UNEVEN LANES SIGNS SHALL BE COVERED OR REMOVED WHEN NO UNEVEN PAVEMENT CONDITIONS EXIST.

(747) MOVING OPERATIONS SHALL BE CONFINED TO ONE LANE IN THE DIRECTION OF TRAFFIC.

(748) R16-3 (WHEN WORKERS ARE PRESENT BEGIN HIGHER FINES) AND R16-3A (END HIGHER FINES) SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE ROUTES AND INTERSTATE HIGHWAYS. THESE SIGNS SHALL BE POSTED AT THE BEGINNING AND END OF THE PROJECT WITH AN R2-1 (REGULATORY SPEED SIGN) ALWAYS FOLLOWING THE R16-3 SIGN. R16-3B (HIGHER FINES ZONE) AND R2-1 SIGNS SHALL BE POSTED AT MAXIMUM INTERVALS OF THREE MILES THROUGHOUT THE PROJECT LIMITS.

(749) WHEN A CONSTRUCTION WORK ZONE SPEED LIMIT REDUCTION IS NOT REQUIRED AT THE END OF THE WORK DAY, THE CONTRACTOR SHALL COVER OR REMOVE THE REDUCED R2-1 (REGULATORY SPEED SIGNS) AND THE W3-5B (REDUCED SPEED AHEAD) SIGNS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

(750) DURING REPLACEMENT OF GUARDRAIL AND/OR GUARDRAIL END ANCHORS, A REFLECTORIZED DRUM SHALL BE PLACED BEFORE THE END OF ANY EXPOSED GUARDRAIL AT NIGHT WHERE THE GUARDRAIL END ANCHOR CANNOT BE REPLACED IN ONE DAY'S TIME.

(751) CONSTRUCTION SIGNS MOUNTED ON A SINGULAR OR DUAL SQUARE TUBULAR OR U-CHANNEL POST SHALL BE INSTALLED AS SHOWN ON SPECIAL DRAWING NOS. IHS-710-21 AND IHS-710-23.

(752) THE CONTRACTOR AND THE CONSTRUCTION ENGINEER SHALL DISCUSS AND PLAN FOR THE HANDLING OF TRAFFIC FOR ALL HOLIDAYS BEFORE ANY WORK BEGINS. UNLESS OTHERWISE PRE-APPROVED BY THE REGION ENGINEER, THE FOLLOWING SHALL HOLD:

THE CONTRACTOR SHALL NOT HAVE A LANE CLOSURE DURING THE FOLLOWING PERIODS UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR ALDOT:

FOR CHRISTMAS AND NEW YEARS DAY:
FROM 11:59 PM DECEMBER 23 THROUGH 6:00 AM JANUARY 2.

FOR NATIONAL MEMORIAL DAY AND LABOR DAY:
FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.

FOR INDEPENDENCE DAY (THE 4TH OF JULY):
FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.

FOR THANKSGIVING DAY:
FROM 12:00 NOON THE WEDNESDAY BEFORE THANKSGIVING DAY THROUGH 11:59 PM THE SUNDAY FOLLOWING THANKSGIVING DAY.

ANY OTHER STATE HOLIDAYS WILL BE HANDLED AS APPROVED BY THE PROJECT ENGINEER.

THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ALDOT'S LIST OF OFFICIAL STATE HOLIDAYS.

(753) THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE CLOSING OF ANY LANES DURING CONSTRUCTION.

(754) DUE TO THE AIR QUALITY STATUS FOR THE BIRMINGHAM URBANIZED AREA (ALL OF JEFFERSON AND SHELBY COUNTIES), THE CONTRACTOR WILL NOT BE ALLOWED TO CLOSE TRAFFIC LANES DURING DAYLIGHT HOURS ON OZONE ALERT DAYS (RED DAYS OR HIGHER) FROM APRIL 1 THROUGH OCTOBER 31.

755 PORTABLE CHANGEABLE MESSAGE SIGNS SHALL BE PLACED AT LOCATIONS AS DIRECTED BY THE ENGINEER.

756 SINGLE LANE CLOSURES SHALL NOT BE ALLOWED ON MAINLINE I-459.

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36110-3050

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REVISIONS:
1. Modified Note 748 for the addition of the R(13-3b sign on 9-28-2021 by D.J.W.
2. Aligned text for Note 746 on 12-8-2021 by D.J.W.

Bureau Std Engr: D.J.W.
DRAWN BY: .....
DATE DRAWN: .....
REVISED DATE: 12-8-2021

DESIGN BUREAU SPECIAL DRAWING
GENERAL TRAFFIC CONTROL PLAN NOTES

SPECIAL DRAWING NO
GENERAL TRAFFIC CONTROL PLAN NOTES

INDEX NO

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	3

TOTAL	ITEM NUMBER	UNIT	DESCRIPTION	PROJECT NOTES
10	206C-003	SQUARE YARD	REMOVING CONCRETE FLUMES	
1	206E-008	EACH	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	
1338	210A-000	CUBIC YARD	UNCLASSIFIED EXCAVATION	
8	214B-001	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	
160	260A-003	CUBIC YARD	CEMENT MORTAR FLOWABLE BACKFILL, MIX 4	
80	305B-071	TON	COARSE AGGREGATE, SECTION 801, FOR MISCELLANEOUS USE	
450	405A-000	GALLON	TACK COAT	
480	408A-052	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE 1.5")	
40	424A-360	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	300
94	424B-654	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	300
1	428A-001	MILE	SCORING BITUMINOUS PAVEMENT SURFACE	
158	530B-001	LINEAR FOOT	22" SPAN, 14" RISE ROADWAY PIPE (CLASS 3 R.C.)	
47	533B-101	LINEAR FOOT	44" SPAN, 27" RISE STORM SEWER PIPE (CLASS 3 R.C.)	
203	538A-002	LINEAR FOOT	15" ROADWAY PIPE REHABILITATION	
1	600A-000	LUMP SUM	MOBILIZATION	
1125	610C-000	TON	LOOSE RIPRAP, CLASS 1	307
1	619A-003	EACH	24" ROADWAY PIPE END TREATMENT, CLASS 1	
1350	610D-003	SQUARE YARD	FILTER BLANKET, GEOTEXTILE	
1	619B-019	EACH	44" SPAN, 27" RISE ROADWAY PIPE END TREATMENT, CLASS 1	
4	620A-000	CUBIC YARD	MINOR STRUCTURE CONCRETE	
2	621A-011	EACH	JUNCTION BOXES, TYPE 1 OR IP	
420	630A-001	LINEAR FOOT	STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	
1	630C-080	EACH	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	
1	652A-100	ACRE	SEEDING	
1	656A-010	ACRE	MULCHING	
2880	659C-002	SQUARE YARD	EROSION CONTROL PRODUCT, TYPE S2	
90	665G-000	EACH	SAND BAGS	
50	665I-002	TON	TEMPORARY RIPRAP, CLASS 1	
40	665N-000	TON	TEMPORARY COARSE AGGREGATE, ALDOT NUMBER 1	
4	665P-005	EACH	INLET PROTECTION, STAGE 3 OR 4	
200	665Q-002	LINEAR FOOT	WATTLE	
1	680A-001	LUMP SUM	GEOMETRIC CONTROLS	
1	698A-000	LUMP SUM	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO X)	
360	726A-000	LINEAR FOOT	PORTABLE CONCRETE SAFETY BARRIER, TYPE 6	
1136	740B-000	SQUARE FOOT	CONSTRUCTION SIGNS	
100	740D-000	EACH	CHANNELIZING DRUMS	

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

SHEET TITLE	ROUTE
SUMMARY OF QUANTITIES	I-459

5/19/2025 11:12:55 AM megadsj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans _Assembly\Working Sheets Plan Assembly\3_3A_SOQ.dgn

SUMMARY OF QUANTITIES

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	3A

REQUIRED EROSION AND SEDIMENT CONTROL

MP - MP	610D-003 FILTER BLANKET, GEOTEXTILE SQUARE YARD	652A-100 SEEDING ACRE	656A-010 MULCHING ACRE	659C-002 EROSION CONTROL PRODUCT, TYPE S2 (SQYD)	665G-000 SANDBAGS EACH	665I-002 TEMPORARY RIPRAP CLASS 1 (TON)	665N-000 TEMP COARSE AGGREGATE, ALDOT # 1 TON	665P-005 INLET PROTECTION, STAGE 3 OR 4 EACH	665Q-002 WATTLE LIN FT	SPECIAL OR STANDARD DRAWINGS
I-459	1350	1	1	2880	90	50	40	4	200	A THRU AD
TOTAL	1350	1	1	2880	90	50	40	4	200	

REQUIRED STEEL BEAM GUARDRAIL, GUARDRAIL END ANCHORS, GUARDRAIL RESET, AND REMOVAL

LOCATION	DIRECTION	SIDE	206E-008 REMOVING GUARDRAIL END ANCHOR (ALL TYPE) EACH	630A-001 STEEL BEAM GUARDRAIL, CLASS A, TYPE 2 LIN FT	630C-080 GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH) EACH	SPECIAL OR STANDARD DRAWINGS	REMARKS
I-459							
MP 19.280 - MP 19.394	EB	OUTSIDE	1	420	1	AE THRU AG	
TOTAL			1	420	1		

DRAINAGE

Location			Plan Sheet	Drainage Sheet	Drainage Structure Index Number	Quantites: Roadway Pipe (Class 3 R.C (LIN FT)		Junction Box (EACH)	Pipe Rehab (LIN FT)
RoadWay	STA - STA		Pay Item No.			22" Span x 14" Rise	44" Span X 27" Rise	Type 1 or 1P	15" Roadway Pipe Rehabilitation
						530B-001	533B-001	621A-011	538A-002
I-459 SB	11+87.19	10+33.43	4	14	4				203
			4	14	3	2		1	
			4	14	2	154		1	
			4	14	1	2			
Cahaba River Road	11+80.28	12+20.28	4a	14	5		47		
			4a	14	6				
Total						158	47	2	203

SPECIAL OR STANDARD DRAWING INDEX	
A	ESC-509
B	ESC-100-1
C	ESC-100-2
D	ESC-200-1
E	ESC-200-2
F	ESC-200-3
G	ESC-200-4
H	ESC-200-5
I	ESC-300-1
J	ESC-300-2
K	ESC-300-3
L	ESC-300-4
M	ESC-300-6
N	ESC-300-7
O	ESC-300-8
P	ESC-300-9
Q	ESC-400-1
R	ESC-400-2
S	ESC-400-3
T	ESC-400-4
U	ESC-400-5
V	ESC-501
W	ESC-502
X	ESC-503
Y	ESC-504
Z	ESC-505
AA	ESC-506-1
AB	ESC-506-2
AC	ESC-507
AD	ESC-508
AE	GR-630-S (3 SHEETS)
AF	GR-630-FD (2 SHEETS)
AG	GA-630-20 (3 SHEETS)

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	DE

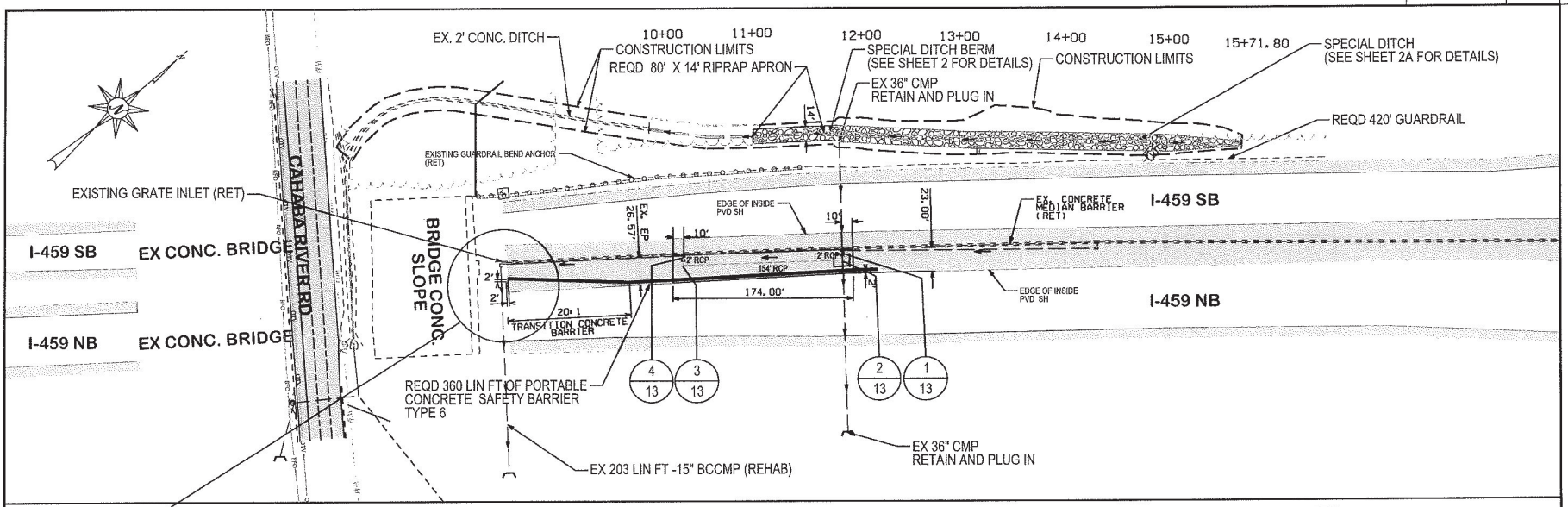
ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

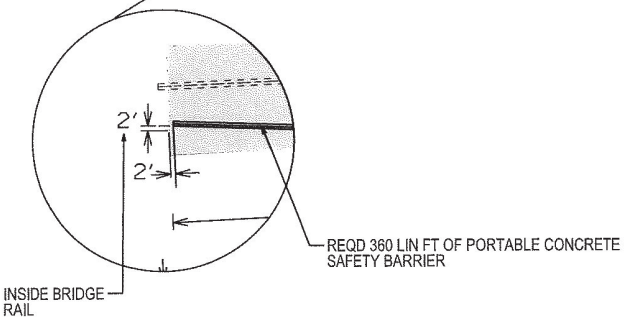
SHEET TITLE	ROUTE
SUMMARY OF QUANTITIES	I-459

5/19/2025 11:14:03 AM magadiaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\Working Sheets Plan Assembly\3_3A SCO.dgn

DITCH PLAN & PROFILE SHEET

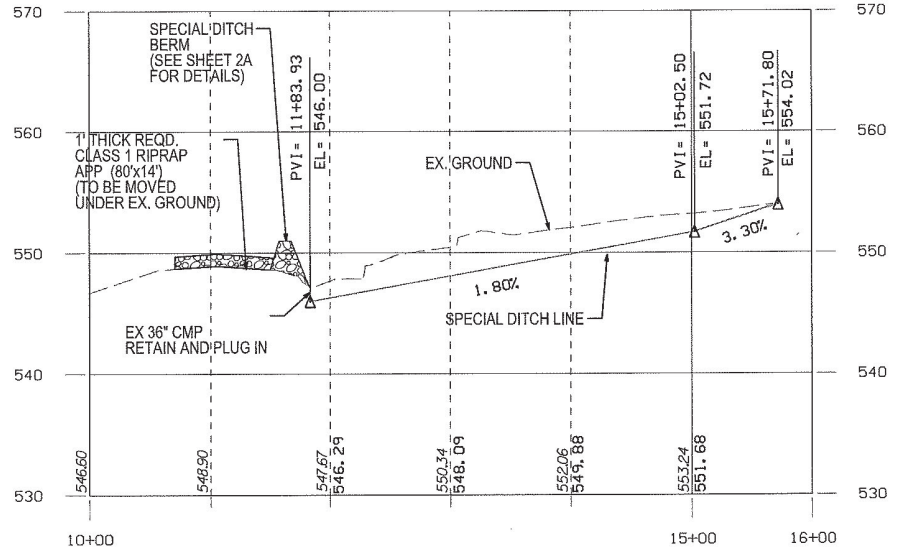
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	4





NOTE:

TEMPORARY CONCRETE BARRIER SHALL BEGIN 2'-0" BEYOND THE INSIDE BRIDGE RAIL OF THE I-459 NB BRIDGE OVER THE CAHABA RIVER ROAD AND TRANSITION AT A 20:1 TAPER TO THE TYPICAL BARRIER LOCATION (2'-0" BEYOND THE INSIDE EDGE OF PAVEMENT)

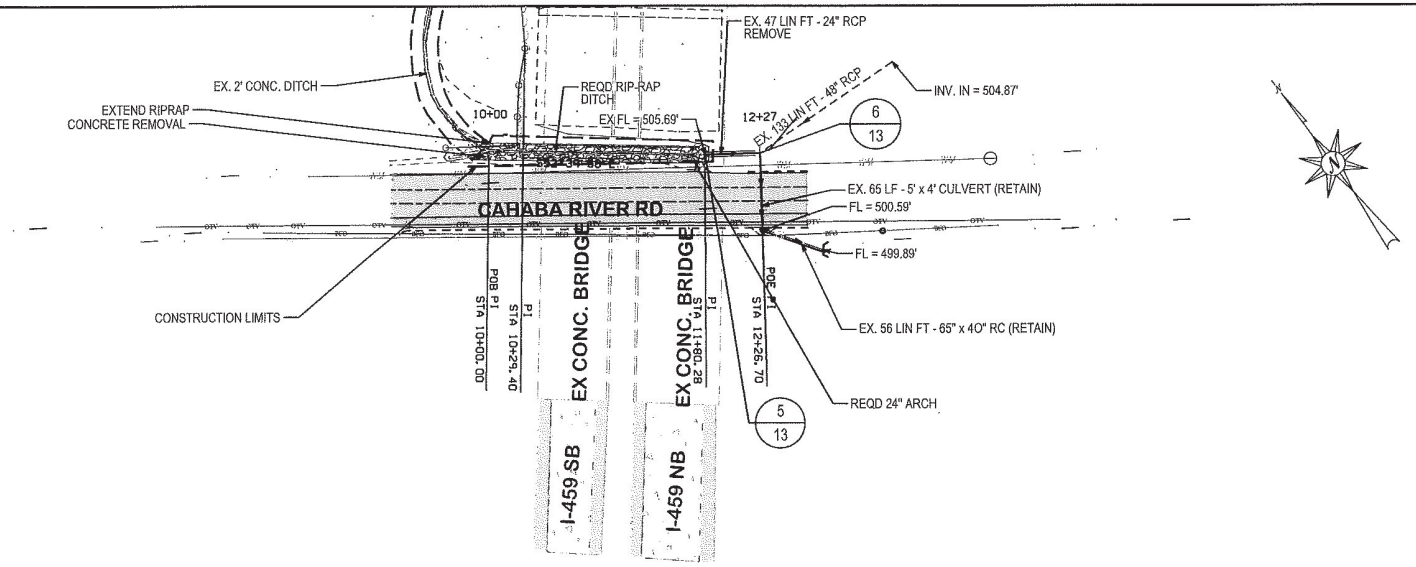


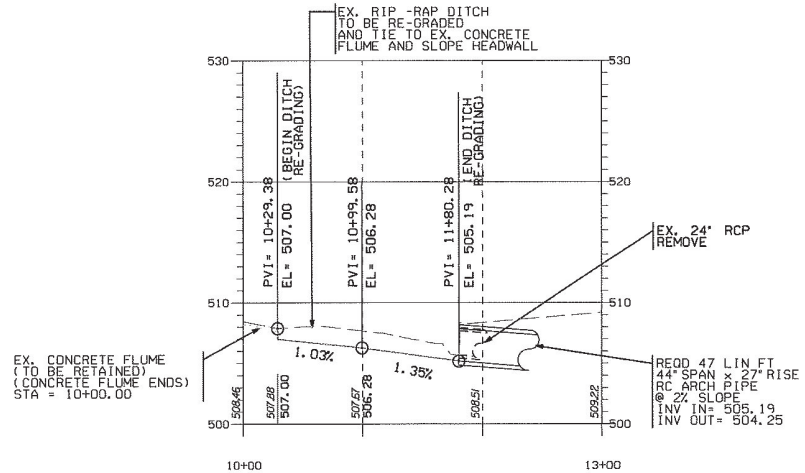
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ -50 0 50 SCALE (FEET) VERT -10 0 10	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE			DITCH PLAN & PROFILE SHEET	I-459

5/30/2025 7:28:10 AM mageslaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans _Assembly\4_PP.dgn

DITCH PLAN & PROFILE SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	4A





CAHABA RIVER RD
EXISTING DITCH

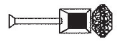
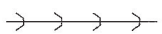
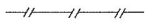
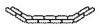
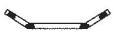
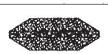
RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ -50 0 50 SCALE (FEET) -10 VERT 0 10	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE			DITCH PLAN & PROFILE SHEET	I-459

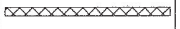
5/9/2025 7:30:00 AM magraddy Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans _Assembly\4A_PP.dgn

EROSION AND SEDIMENT CONTROL PLAN LEGEND

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	5

BEST MANAGEMENT PRACTICES (BMP's)

TEMPORARY SLOPE DRAIN PIPE WITH ROCK DITCH CHECK AND SUMP EXCAVATION	
TEMPORARY EARTH BERM	
BRUSH BARRIER	
SILT FENCE SEDIMENT BARRIER	
FLOATING BASIN BOOM	
HAY BALE DITCH CHECK	
SAND BAG DITCH CHECK	
WATTLE DITCH CHECK	
ROCK DITCH CHECK	
ROCK DITCH CHECK WITH SUMP EXCAVATION	
SILT FENCE DITCH CHECK	

INLET PROTECTION	
STABILIZED CONSTRUCTION ENTRANCE	
EROSION CONTROL PRODUCTS	
SLOPE DRAIN	
TEMPORARY EARTH BERM WITH POLYETHYLENE	
DREDGE, FILL	
PRIMARY STORMWATER DISCHARGE POINT	
SECONDARY STORMWATER DISCHARGE POINT	
BACKGROUND POINT	
SEDIMENT RETENTION BARRIER	
SOLID SODDING	
TEMPORARY RIPRAP BERM	
TEMPORARY SEDIMENTATION BASIN	
PERMANENT DETENTION BASIN	

EROSION AND SEDIMENT CONTROL PHASES

INITIAL PHASE - AS CLEARING BEGINS AND PRIOR TO ANY GRUBBING OR GRADING WORK.

INTERMEDIATE PHASE - AS NEEDED. AS WORK IS ONGOING AND ADVANCING TOWARD COMPLETION.

FINAL CONSTRUCTION - AS WORK IS COMPLETED AND PERMANENT VEGETATION IS ESTABLISHED.

NOTES:

- EITHER WATTLES OR SILT FENCE SHALL BE USED AS INLET PROTECTION FOR STAGE 1 AND STAGE 2. ONLY WATTLES SHALL BE USED FOR STAGE 3 AND STAGE 4. FOR INLET PROTECTION ON HARD ARMORED SURFACES, I.E. CONCRETE, ASPHALT, ONLY WATTLES THAT DO NOT REQUIRE STAKING DOWN SHALL BE USED.

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

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REVISIONS

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

DESIGN BUREAU SPECIAL DRAWING

EROSION & SEDIMENT CONTROL LEGEND

Bureau Std Engr. L.W.S.
DRAWN BY: W.D.H. DATE DRAWN: 10-14-16

SPECIAL DRAWING NO: SPECIAL PROJECT DETAIL

INDEX NO

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION

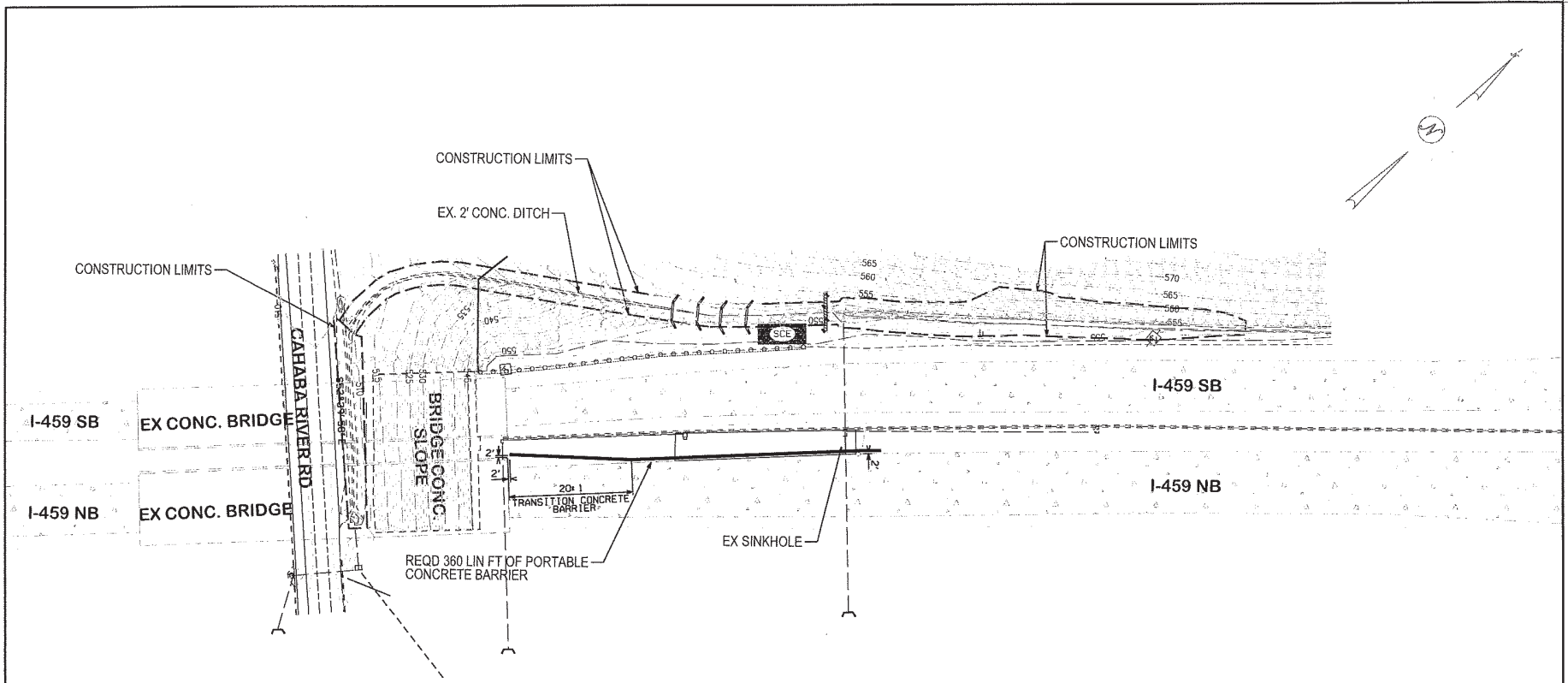
NOT TO SCALE

SHEET TITLE	ROUTE
EROSION AND SEDIMENT CONTROL PLAN LEGEND	I-459

5/30/2025 1:09:38 PM mageddaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\Working Sheets Plan Assembly\S - SC ECP.dgn

INITIAL EROSION CONTROL PLAN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	5A



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

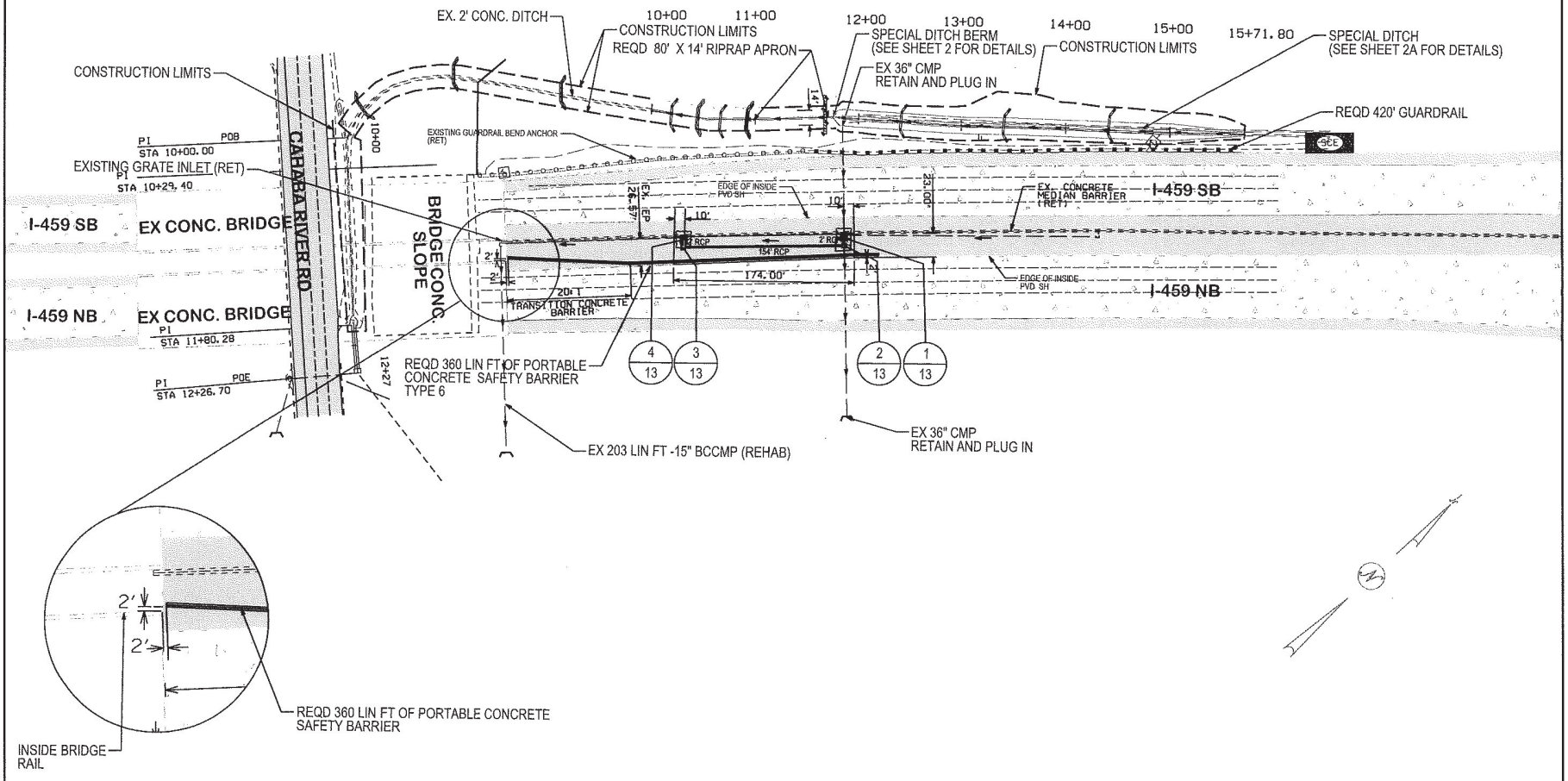
HORIZ -50 0 50 SCALE (FEET)

SHEET TITLE	ROUTE
INITIAL EROSION CONTROL PLAN	I-459

5/13/2025 8:41:06 AM magadiaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\5 - SC ECP.dgn

INTERMEDIATE EROSION CONTROL PLAN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	5B



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	DE

ALABAMA DEPARTMENT OF TRANSPORTATION

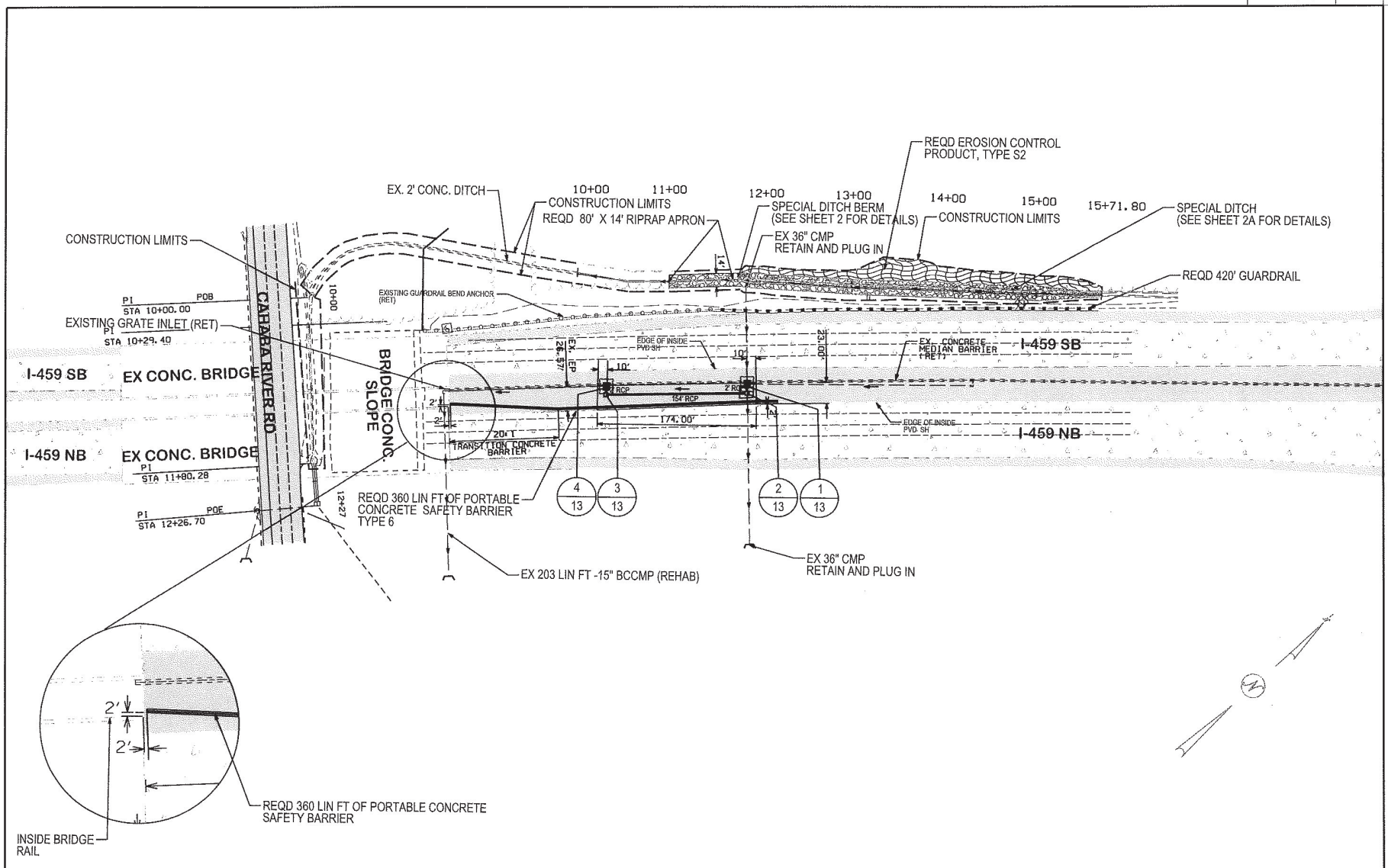
HORIZ -50 0 50 SCALE (FEET)

SHEET TITLE	ROUTE
INTERMEDIATE EROSION CONTROL PLAN	I-459

5/19/2025 8:42:21 AM magadlaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\5 - SC EOP.dgn

FINAL EROSION CONTROL PLAN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	5C



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	0E

ALABAMA DEPARTMENT OF TRANSPORTATION

HORIZ -50 0 50 SCALE (FEET)

SHEET TITLE	ROUTE
FINAL EROSION CONTROL PLAN	I-459

5/16/2025 8:44:40 AM magaldaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\5 - 5C ECP.dgn

TEMPORARY TRAFFIC CONTROL PLAN SUMMARY

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	6

REQUIRED CONSTRUCTION SIGNS (740B-000)

SIGN NUMBER	SIZE	DESCRIPTION	SPECIAL OR STANDARD DRAWING SHEET NUMBER	NUMBER OF SIGNS REQUIRED	SQUARE FEET EACH	TOTAL SQUARE FOOTAGE	TYPE OF MOUNTING		REMARKS (TCP NOTES)
							POST	TEMP	
W20-1	48 x 48	ROAD WORK 1/2 MILE	SHS-29	4	16.00	64.00	X		715
R16-3	48 x 60	WHEN WORKERS ARE PRESENT SPEEDING FINES DOUBLED	SHS-10	6	20.00	120.00	X		715, 749
W3-5b	48 x 48	REDUCED SPEED AHEAD	SHS-26	5	16.00	80.00	X		715
W20-1	48 x 48	ROAD WORK 1500 FEET	SHS-29	5	16.00	80.00	X		715
R2-1	30 x 36	SPEED LIMIT 70 MPH	SHS-1	4	7.50	30.00	X		715
R2-1	30 x 36	SPEED LIMIT 65 MPH	SHS-1	2	7.50	15.00	X		715
R2-1	30 x 36	SPEED LIMIT 40 MPH	SHS-1	7	7.50	52.50	X		715
R2-1	30 x 36	SPEED LIMIT 35 MPH	SHS-1	3	7.50	22.50	X		715
G20-2	48 x 24	END ROAD WORK	SHS-30	5	8.00	40.00	X		715
W20-1	48 x 48	ROAD WORK 500 FEET	SHS-29	6	16.00	96.00	X		715
G20-1	48 x 24	ROAD WORK NEXT 1 MILE	SHS-30	5	8.00	40.00	X		715
W20-1	48 x 48	ROAD WORK 1000 FEET	SHS-29	2	16.00	32.00	X		715
R16-3a	48 x 48	END DOUBLED FINES	SHS-10	4	20.00	80.00	X		715
W20-5	48 x 48	CENTER LANE CLOSED 1500 FEET	SHS-29	3	16.00	48.00		X	710,719
W20-5	48 x 48	CENTER LANE CLOSED 1000 FEET	SHS-29	3	16.00	48.00		X	710,719
W20-5	48 x 48	CENTER LANE CLOSED 500 FEET	SHS-29	3	16.00	48.00		X	710,719
W1-4	48 x 48	REVERSE CURVE SYMBOL RIGHT	SHS-26	1	16.00	16.00		X	710,719
W1-4	48 x 48	REVERSE CURVE SYMBOL LEFT	SHS-26	1	16.00	16.00		X	710,719
W20-1	36 x 36	ROAD WORK AHEAD	SHS-29	4	16.00	64.00		X	710,719
W20-4	48 x 48	ONE LANE ROAD AHEAD	SHS-29	2	16.00	32.00		X	710,719
W20-7	48 x 48	FLAG STATION AHEAD	SHS-29	6	16.00	96.00		X	710,719
TOTAL						1136			

REQUIRED TRAFFIC CONTROL QUANTITIES

QUANTITY	ITEM NUMBER	UNIT	DESCRIPTION	SPECIAL OR STANDARD DRAWING	REMARKS (TCP NOTES)
1136	740B-000	SQUARE FOOT	CONSTRUCTION SIGNS	IHS-710-12, IHS-710-21, IHS-710-23,	751
100	740D-000	EACH	CHANNELIZING DRUMS	TCD-100	732,735,736
2	741C-010	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT		
2	742A-001	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	PCMS-710 (3 SHEETS)	

LEGEND

- SIGN, POST MOUNT
- CHANNELIZING DRUMS
- LANE OF TRAFFIC
- WORK ZONE
- PORTABLE CHANGEABLE MESSAGE SIGN
- PORTABLE SEQUENTIAL ARROW AND CHEVRON UNIT
- CONSTRUCTION SIGN, POST MOUNTING
- CONSTRUCTION SIGN, TEMPORARY MOUNTING

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

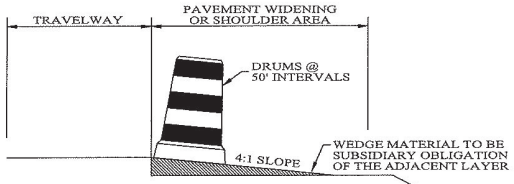
ALABAMA DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION

SHEET TITLE	ROUTE
TEMPORARY TRAFFIC CONTROL PLAN SUMMARY	I-459

5/30/2025 11:17:24 AM magadai Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\Working Sheets Plan Assembly\6 - 13_TCP.dgn

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	7

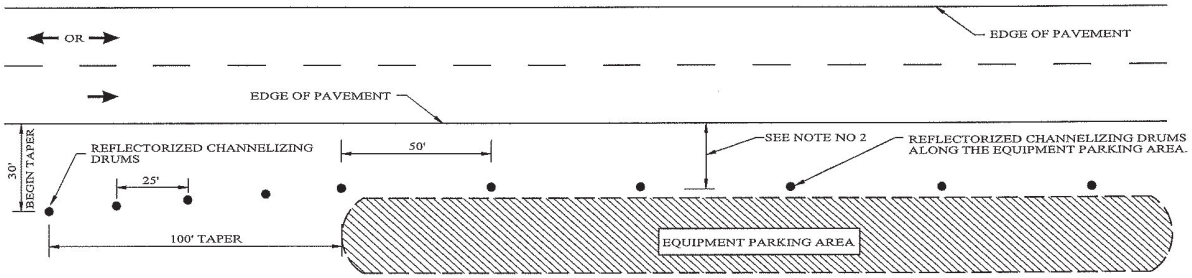


(FOR USE WHERE EXCAVATION HAS BEEN DONE, BUT WIDENING IS NOT COMPLETED BY NIGHTFALL OR WHERE PAVEMENT DROP OFF OF RESURFACING PROJECTS IS 3" OR MORE AT NIGHTFALL)

TYPICAL FOR DROP-OFF AT EDGE OF PAVEMENT

NOTE:
THE CONTRACTOR IS TO CONSTRUCT A WEDGE OF UNCLASSIFIED EXCAVATION OR CRUSHED AGGREGATE BASE . THE COST OF PLACING AND REMOVAL SHALL BE A SUBSIDIARY OBLIGATION OF THE ADJACENT LAYER.

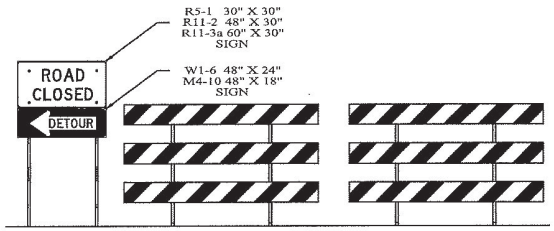
CHANNELIZING DRUMS SHALL BE PLACED AT 50 FT INTERVALS.



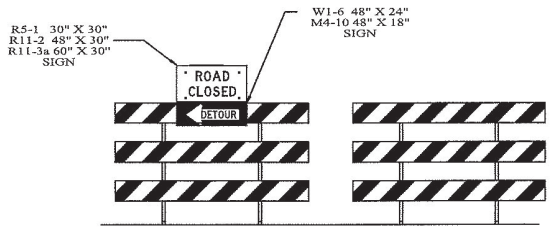
NOTES:

1. SEE ALDOT'S GENERAL TRAFFIC CONTROL PLAN NOTE NO. 702.
2. DRUMS TO BE AS FAR AS PRACTICAL FROM EDGE OF PAVEMENT, MINIMUM DESIRABLE DISTANCE IS 15 FEET FOR FREEWAY TYPE FACILITIES AND 10 FEET FOR OTHER FACILITIES. FOR UNUSUAL CONDITIONS, SUCH AS SPECIAL EQUIPMENT OR LIMITED AVAILABLE SPACE, DIMENSIONS LESS THAN DESIRABLE SHALL BE AS DIRECTED BY THE ENGINEER.
3. ALL DEVICES TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE ALDOT.

DELINEATING DETAIL FOR EQUIPMENT PARKING OR STORING AREA



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES INSIDE OF CLEAR ZONE



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES OUTSIDE OF CLEAR ZONE

NOTES

1. SLOPE OF STRIPES ON BARRICADES SHALL BE IN ACCORDANCE WITH SECTION 6F.68 OF THE MUTCD AND DRAWING B-107-2.
2. IF SIGNS ARE REQUIRED TO BE USED IN CONJUNCTION WITH TYPE III BARRICADES TO BE PLACED INSIDE THE CLEAR ZONE, THEY SHALL BE POST MOUNTED TO THE SIDE OF THE BARRICADES AS SHOWN.
3. IF ROAD CLOSED OR DETOUR SIGNS ARE REQUIRED TO BE USED WITH TYPE III BARRICADES TO BE PLACED OUTSIDE THE CLEAR ZONE, THEY SHALL BE PLACED ON THE TOP OF THE BARRICADES NEAREST THE DETOUR.

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36110-3050

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REVISIONS:
1. Corrected text overlap on 12-8-2021 by D.J.W.

Bureau Std Engr: D.J.W.
DRAWN BY:
DATE DRAWN:
REVISED DATE: 12-8-2021

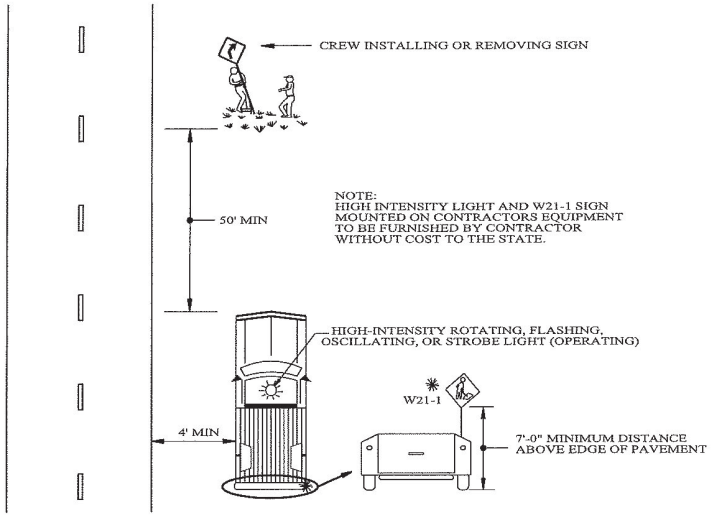
DESIGN BUREAU SPECIAL DRAWING
STANDARD DETAILS FOR TRAFFIC CONTROL PLANS

SPECIAL DRAWING NO
SPECIAL PROJECT DETAIL

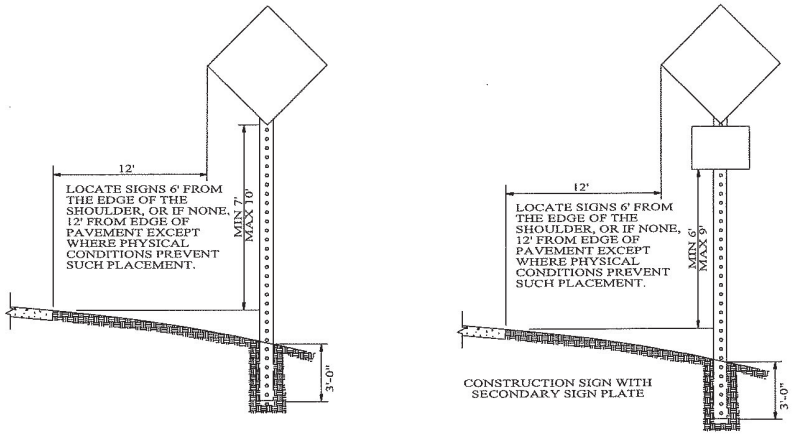
INDEX NO
2001

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	8

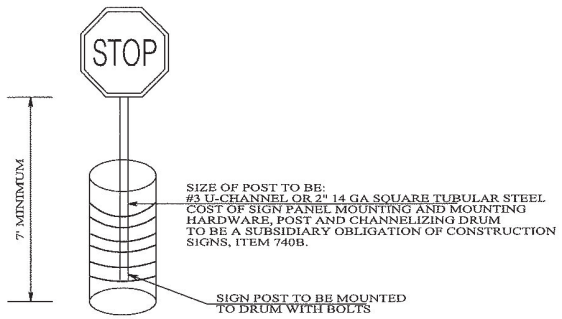


TYPICAL METHOD FOR INSTALLING OR REMOVING CONSTRUCTION SIGNS



NOTE:
IF THE CONTRACTOR CHOOSES TO SPLICE THE POSTS FOR THE REQUIRED POST MOUNTED CONSTRUCTION SIGNS, THEY SHALL BE SPLICED AS SHOWN ON DRAWING IHS-710-23.

HEIGHT AND LATERAL LOCATION OF POST MOUNTED CONSTRUCTION SIGNS



DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

NOT TO SCALE

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36110-2059

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REVISIONS:
1.

Bureau Std Engr: D.J.W.
DRAWN BY:
DATE DRAWN:
REVISED DATE: 6-12-2019

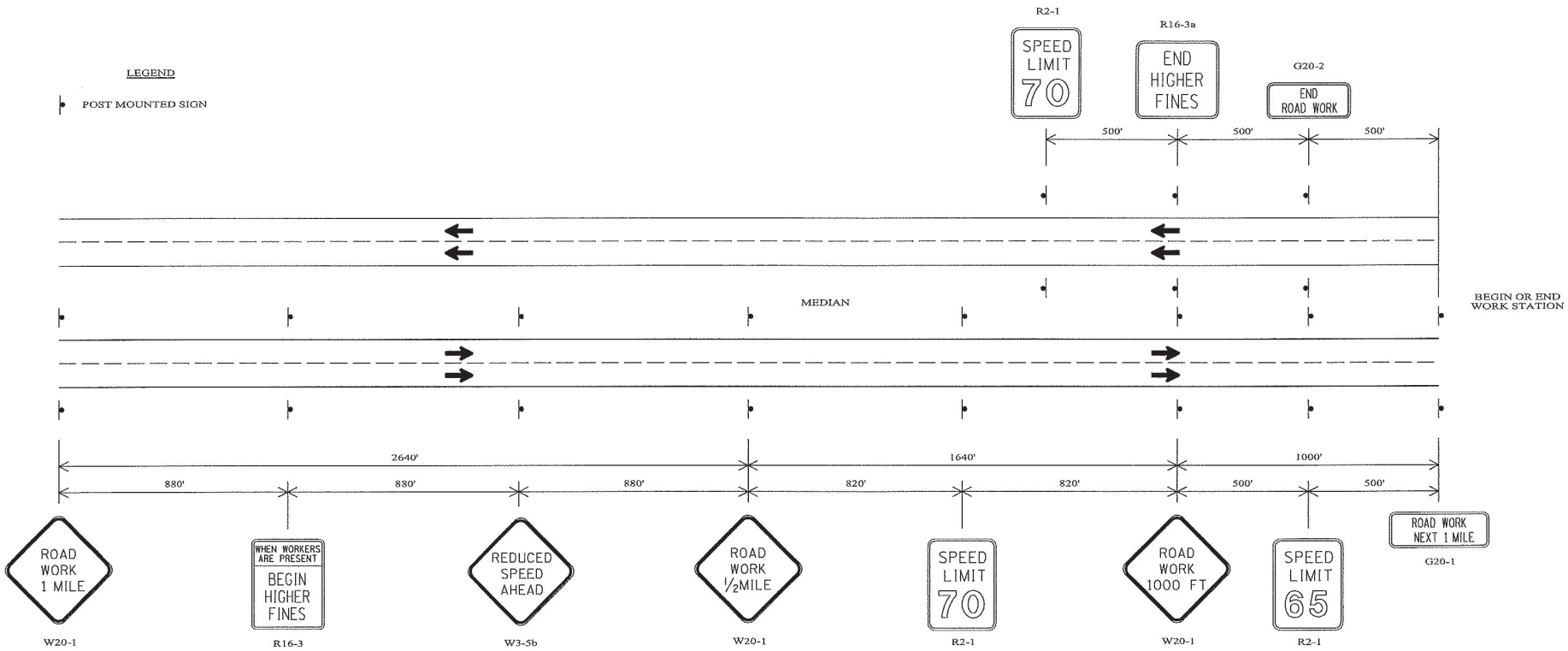
DESIGN BUREAU SPECIAL DRAWING
STANDARD DETAILS FOR TRAFFIC CONTROL PLANS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

SPECIAL DRAWING NO	INDEX NO
SPECIAL PROJECT DETAIL	2001A

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	9



REQUIRED SIGN SIZES	
G20-1	48" X 24"
G20-2	48" X 24"
R2-1	48" X 60"
W3-5b	48" X 48"
R16-3	48" X 60"
R16-3a	48" X 48"
W20-1	48" X 48"

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

GENERAL NOTES

1. ALL SIGNS SHALL BE POST MOUNTED AS SHOWN.

NOT TO SCALE

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

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REVISIONS:
1.

Bureau Std Engr: D.J.W.
DRAWN BY:
DATE DRAWN:
REVISED DATE: 3-24-2021

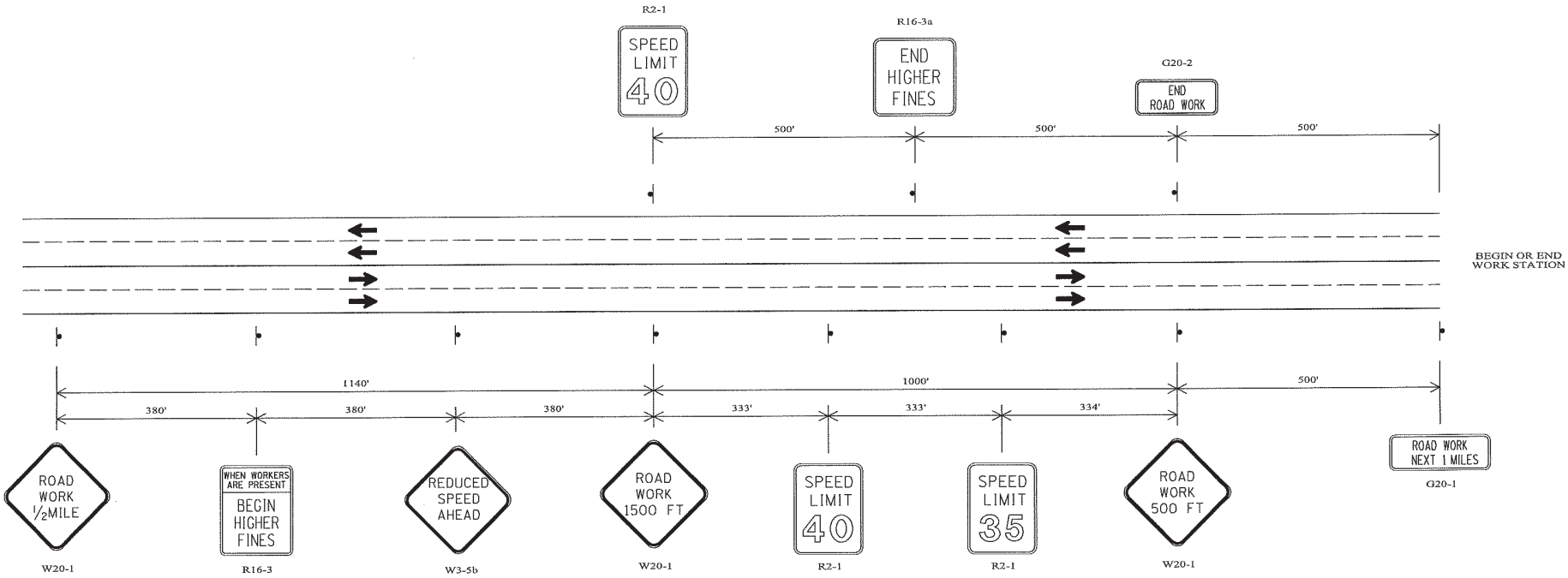
DESIGN BUREAU SPECIAL DRAWING
TYPICAL PLACEMENT OF ADVANCE WARNING SIGNS FOR FREEWAYS AND INTERSTATE HIGHWAYS

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

SPECIAL DRAWING NO	INDEX NO
SPECIAL PROJECT DETAIL	2009

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	10



REQUIRED SIGN SIZES	
G20-1	48" X 24"
G20-2	48" X 24"
R2-1	30" X 36"
W3-5b	48" X 48"
R16-3	48" X 60"
R16-3a	48" X 48"
W20-1	48" X 48"

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

LEGEND

POST MOUNTED SIGN

GENERAL NOTES

1. ALL SIGNS SHALL BE POST MOUNTED AS SHOWN.

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36130-3050

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REVISIONS:
1.

Bureau Std Engr: D.J.W.
DRAWN BY:
DATE DRAWN:
REVISED DATE: 3-24-2021

DESIGN BUREAU SPECIAL DRAWING

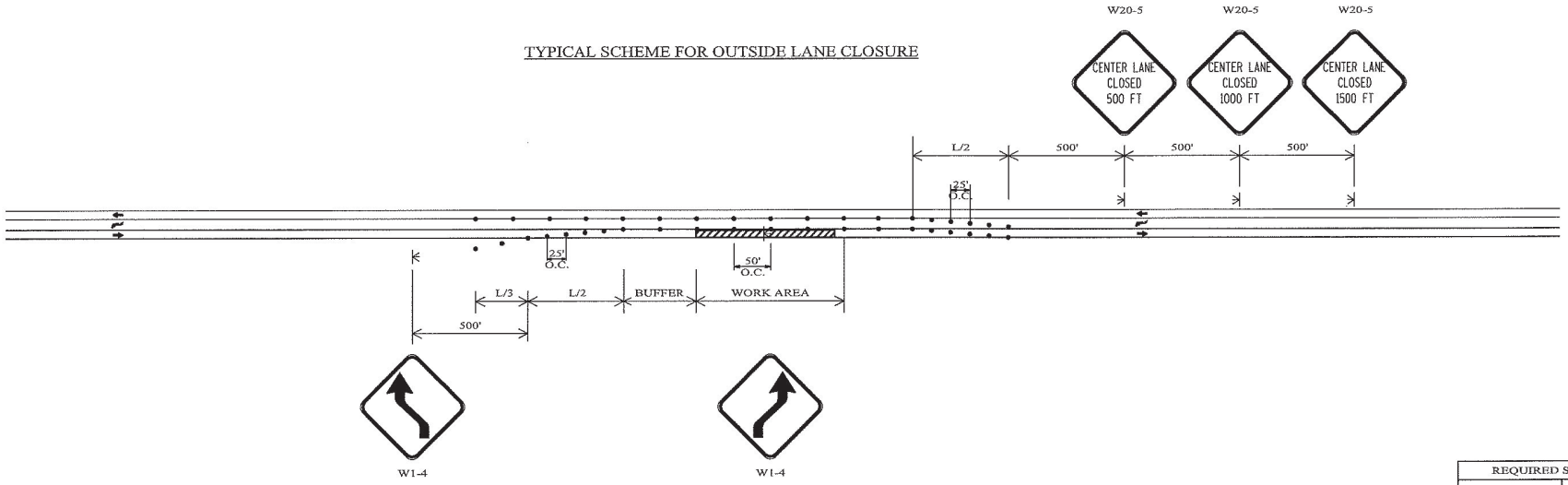
TYPICAL PLACEMENT OF ADVANCE WARNING SIGNS FOR MULTILANE UNDIVIDED HIGHWAYS

SPECIAL DRAWING NO	INDEX NO
SPECIAL PROJECT DETAIL	

TEMPORARY TRAFFIC CONTROL PLAN SHEET

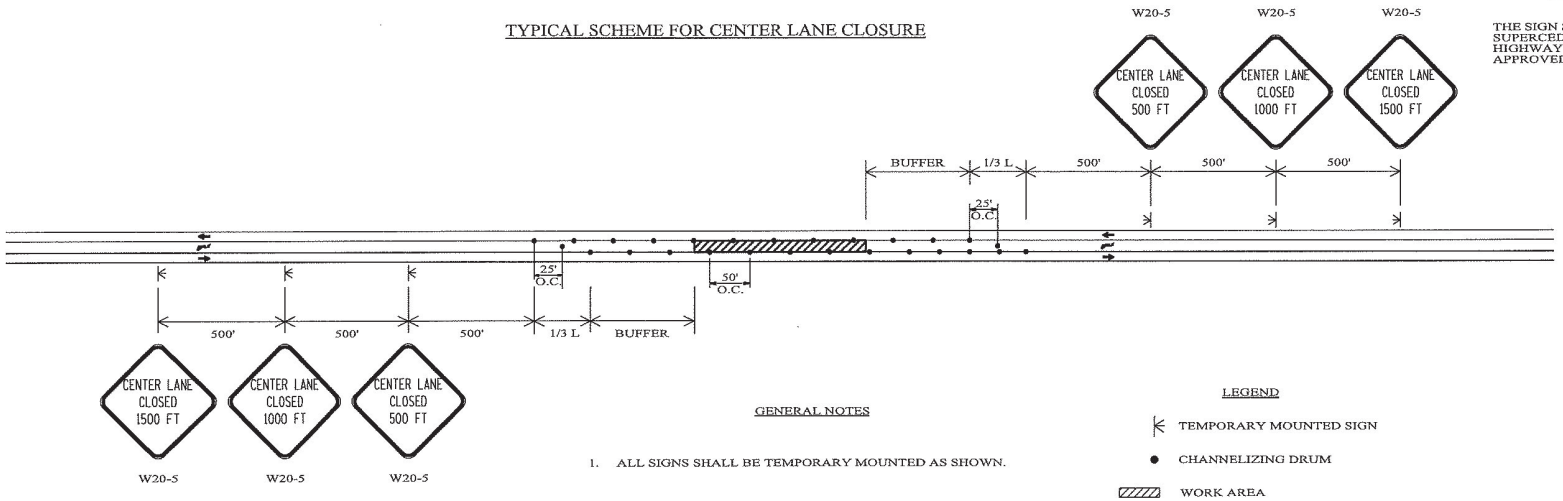
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	11

TYPICAL SCHEME FOR OUTSIDE LANE CLOSURE



REQUIRED SIGN SIZES	
W1-4	48" X 48"
W20-5	48" X 48"

TYPICAL SCHEME FOR CENTER LANE CLOSURE



THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

GENERAL NOTES

1. ALL SIGNS SHALL BE TEMPORARY MOUNTED AS SHOWN.

LEGEND

- TEMPORARY MOUNTED SIGN
- CHANNELIZING DRUM
- WORK AREA

NOT TO SCALE

ALABAMA DEPARTMENT OF TRANSPORTATION
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MONTGOMERY, AL 36130-3050

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REVISIONS:
1.

Bureau Std Engr: D.J.W.
DRAWN BY:
DATE DRAWN:
REVISED DATE: 6-12-2019

DESIGN BUREAU SPECIAL DRAWING

DETAILS FOR TRAFFIC CONTROL FOR 3-LANE HIGHWAY LANE CLOSURES

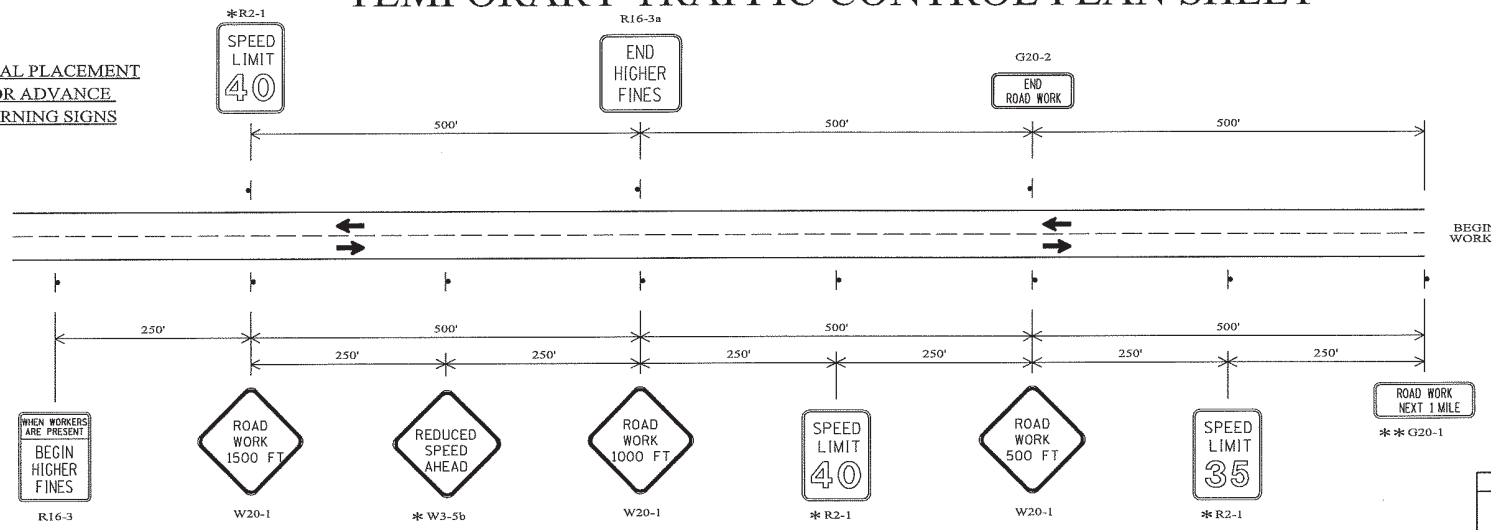
--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

SPECIAL DRAWING NO	INDEX NO
SPECIAL PROJECT DETAIL	2021

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	12

TYPICAL PLACEMENT FOR ADVANCE WARNING SIGNS



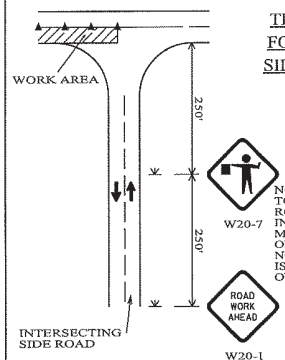
GENERAL NOTES

1. ALL ADVANCE WARNING SIGNS REQUIRED AT THE BEGINNING AND END OF PROJECT SHALL BE POST MOUNTED. ALL SIGNS REQUIRED FOR THE LANE CLOSURE SHALL BE TEMPORARY MOUNTED.
2. SIGNS ARE NOT REQUIRED FOR ROADWAYS WITH A SPEED LIMIT OF 45 MPH OR LESS.
* 3. SIGNS ARE REQUIRED ONLY FOR PROJECT LIMITS THAT ARE GREATER THAN 2 MILES IN LENGTH.
**

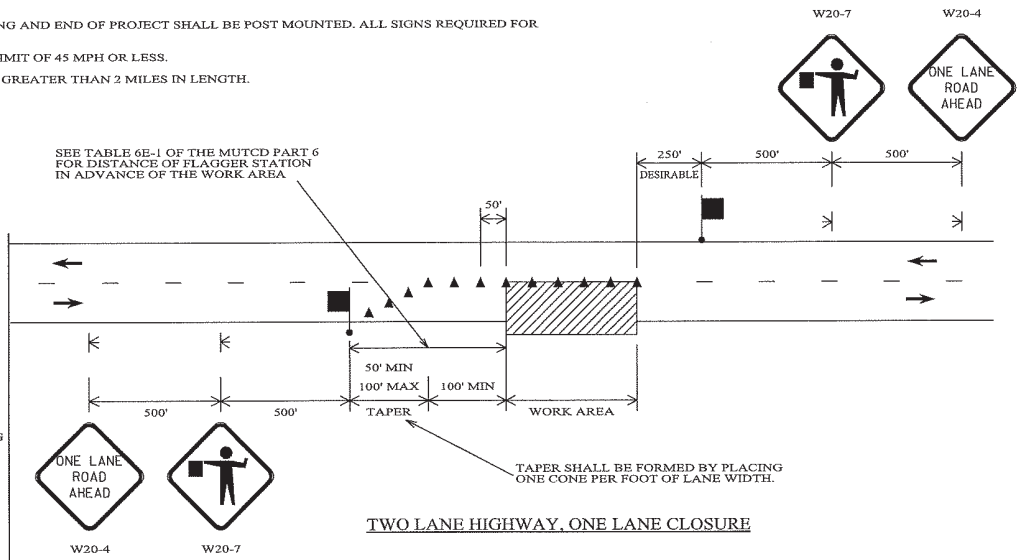
REQUIRED SIGN SIZES	
G20-1	48" X 24"
G20-2	48" X 24"
R2-1	24" X 30"
W3-5b	48" X 48"
R16-3	48" X 60"
R16-3a	48" X 48"
W20-1	48" X 48"
W20-4	48" X 48"
W20-7	48" X 48"

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TRAFFIC CONTROL FOR INTERSECTING SIDE ROADS WITHIN WORK AREA



NOTE: THE W20-1 SIGN TO BE USED ON INTERSECTING ROADS SHALL BE 36"X36" IN SIZE. THE TEMPORARY MOUNTED W20-1 SIGN SHOWN ON THE SIDE ROAD, WILL NOT BE REQUIRED IF ONE IS ALREADY POST MOUNTED ON THE SIDE STREET.



TWO LANE HIGHWAY, ONE LANE CLOSURE

LEGEND

- TEMPORARY MOUNTED SIGN
- POST MOUNTED SIGN
- CONES
- FLAGGER
- WORK AREA

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36110-3050

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REVISIONS:
1. ADDED GENERAL NOTES #3 AND #4 ON 10/11/2024 BY D.T.J.

Bureau Std Engr: G.L.D.
DRAWN BY: D.T.J.
DATE DRAWN: 3-24-2021
REVISED DATE: 10/11/2024

DESIGN BUREAU SPECIAL DRAWING
DETAILS FOR TRAFFIC CONTROL FOR TWO-LANE HIGHWAYS

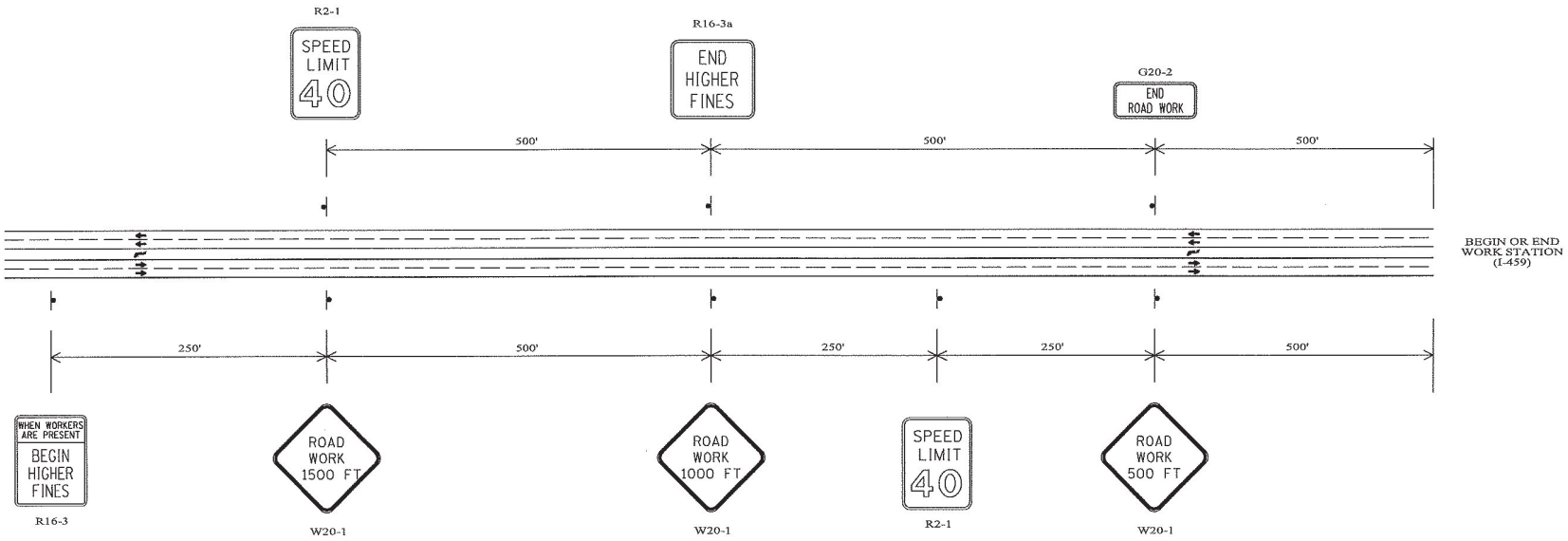
SPECIAL DRAWING NO	INDEX NO
SPECIAL PROJECT DETAIL	2002

TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	13

LEGEND

POST MOUNTED SIGN



REQUIRED SIGN SIZES	
G20-2	48" X 24"
R2-1	30" X 36"
R16-3	48" X 60"
R16-3a	48" X 48"
W20-1	48" X 48"

GENERAL NOTES

1. ALL SIGNS SHALL BE POST MOUNTED AS SHOWN.

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERCEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNS DRAWINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

NOT TO SCALE

--SPECIFICATIONS--
CURRENT ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, AL 36110-3050

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REVISIONS:
1.

Bureau Std Engr: D.J.W.
DRAWN BY: ---
DATE DRAWN: ---
REVISED DATE: 3-24-2021

DESIGN BUREAU SPECIAL DRAWING

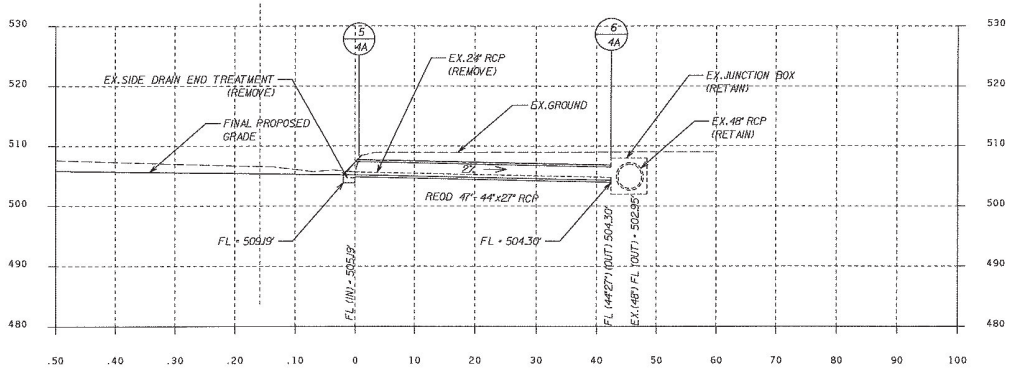
TYICAL PLACEMENT OF ADVANCE WARNING SIGNS FOR 5-LANE HIGHWAYS (NO SPEED REDUCTION)

SPECIAL DRAWING NO: SPECIAL PROJECT DETAIL

INDEX NO:

DRAINAGE CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	14



CAHABA RIVER ROAD DITCH

REQUIRED:

(5) TO (6) 47 LIN FT.- 44" SPAN x 27" RISE ROADWAY PIPE CLASS 3 RCP

(5) 1 - 44" SPAN x 27" RISE ROADWAY PIPE END TREATMENT,CLASS 1

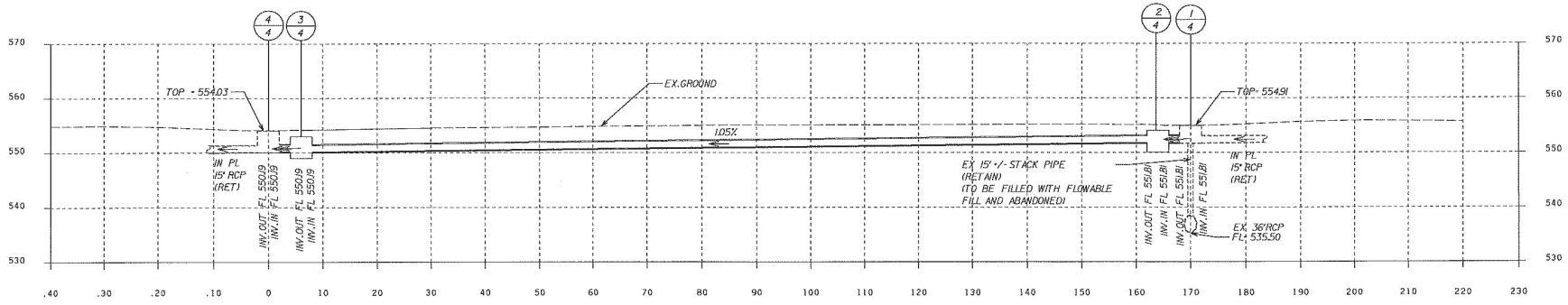
IN-PLACE:

1 - 47 LIN FT - 24" ROADWAY PIPE CLASS 3 RC (REMOVE)

1 - 24" SIDE DRAIN END TREATMENT (REMOVE)

1 - EXISTING JUNCTION BOX (RETAIN AND SAW CUT TO TIE IN EXISTING PIPE

1 - EXISTING 48" RCP (RETAIN)



I-459 SB

REQUIRED:

(1) TO (2) 2 LIN FT.- 22"X14" ROADWAY PIPE CLASS 3 RC

(2) TO (3) 154 LIN FT.- 22"X14" ROADWAY PIPE CLASS 3 RC

(3) TO (4) 2 LIN FT.- 22"X14" ROADWAY PIPE CLASS 3 RC

(1) 1 - EX.TYPE E INLET (RETAIN AND SAW CUT TO ACCOMMODATE FOR 2' OF 22"x14" PIPE CLASS 3 RC)

(2) 1 - JUNCTION BOX, TYPE 1 OR 1P

(3) 1 - JUNCTION BOX, TYPE 1 OR 1P

(4) 1 - EX.TYPE E INLETS (RETAIN AND SAW CUT TO ACCOMMODATE FOR 2' OF 22"x14" PIPE CLASS 3 RC)

IN-PLACE:

2 - EACH - 15" ROADWAY PIPE CLASS 3 RC (RETAIN)

2 - EXISTING 15" PIPE TYPE E INLETS (RETAIN)

1 - LIN FT - 36" PIPE RC (TO BE ABANDONED & FLOWABLE FILL) (RETAIN)

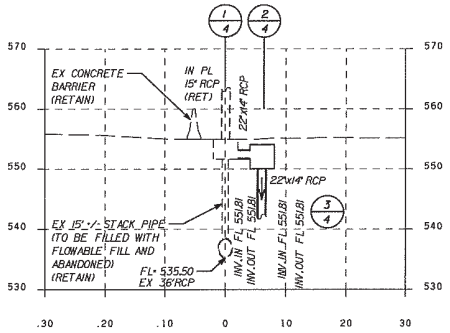
1 - LIN FT - 15" STACK PIPE RC (TO BE ABANDONED & FLOWABLE FILL) (RETAIN)

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE			DRAINAGE CROSS SECTIONS	I-459

5/13/2025 12:42 PM magadisj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\Working Sheets Plan Assembly\14-14A_DXS.dgn

DRAINAGE CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	14A



STA 11+87.19

REQUIRED:

(1) TO (2) 2 LIN FT.- 22"X14" ROADWAY PIPE CLASS 3 RC

(2) TO (3) 154 LIN FT.- 22"X14" ROADWAY PIPE CLASS 3 RC

(1) 1- EACH - EX. 15" PIPE TYPE E INLETS (SAW CUT TO ACCOMMODATE FOR 2' OF 22"X14" PIPE CLASS 3 RC) (RETAIN)

(2) 1- JUNCTION BOX, TYPE 1 OR 1P

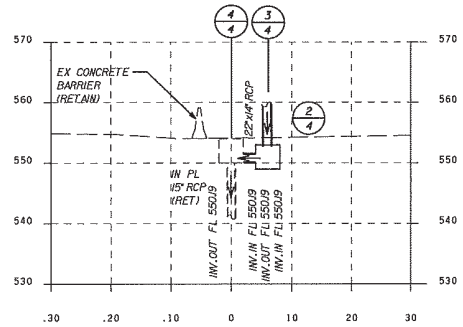
IN-PLACE:

1- EACH - 15" ROADWAY PIPE CLASS 3 RC (RETAIN)

1- EACH - 15" PIPE TYPE E INLETS (RETAIN)

1- EACH - 36" PIPE RC (TO BE ABANDONED & FLOWABLE FILL) (RETAIN)

1- EACH - 15" STACK PIPE RC (TO BE ABANDONED & FLOWABLE FILL) (RETAIN)



STA 10+33.43

REQUIRED:

(3) TO (4) 2 LIN FT.- 22"X14" ROADWAY PIPE CLASS 3 RC

(3) 1- JUNCTION BOX, TYPE 1 OR 1P

(4) 1- EACH - EX. 15" PIPE TYPE E INLETS (RETAIN) AND (SAW CUT TO ACCOMMODATE FOR 2' OF 15" PIPE CLASS 3 RC)

IN-PLACE:

1- EACH - 15" ROADWAY PIPE CLASS 3 RC (RETAIN)

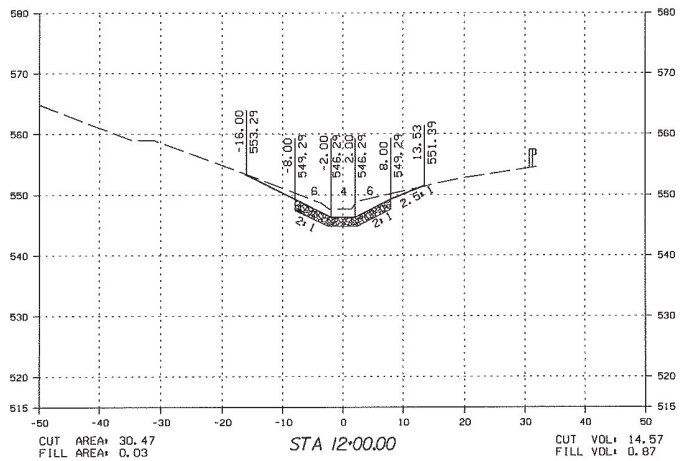
1- EACH - 15" PIPE TYPE E INLETS (RETAIN)

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE			DRAINAGE CROSS SECTIONS	I-459

5/13/2025 11:18:38 AM magaddaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans _Assembly\Working Sheets Plan Assembly\14-14A_DXS.dgn

DITCH CROSS SECTION

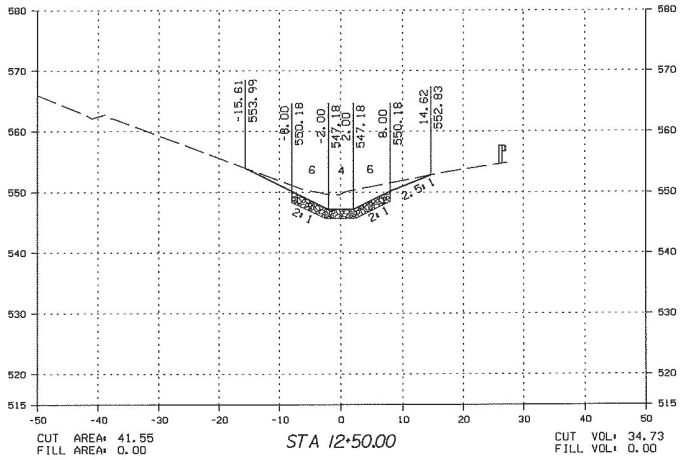
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	15



CUT AREA: 30.47
FILL AREA: 0.03

STA 12+00.00

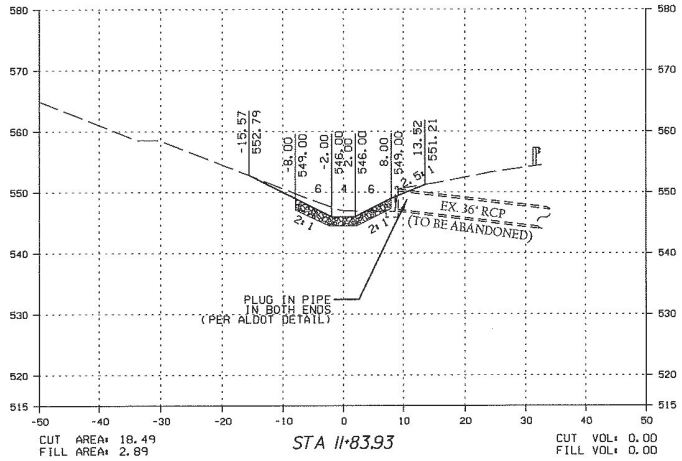
CUT VOL: 14.57
FILL VOL: 0.87



CUT AREA: 41.55
FILL AREA: 0.00

STA 12+50.00

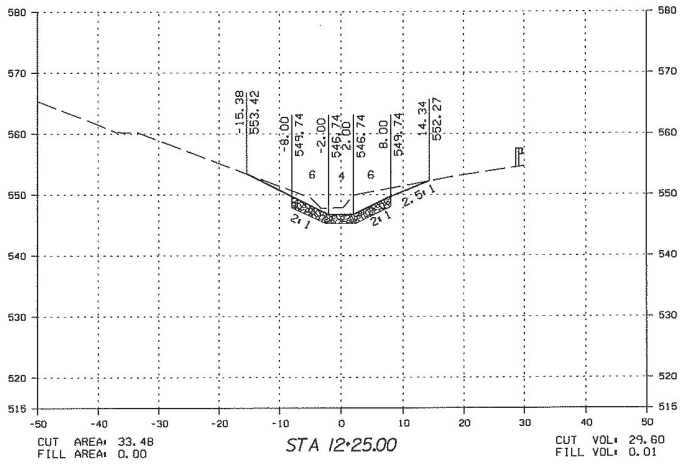
CUT VOL: 34.73
FILL VOL: 0.00



CUT AREA: 18.49
FILL AREA: 2.89

STA 11+83.93

CUT VOL: 0.00
FILL VOL: 0.00



CUT AREA: 33.48
FILL AREA: 0.00

STA 12+25.00

CUT VOL: 29.60
FILL VOL: 0.01

Sta 11+83.93 TO Sta 12+50.00

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION

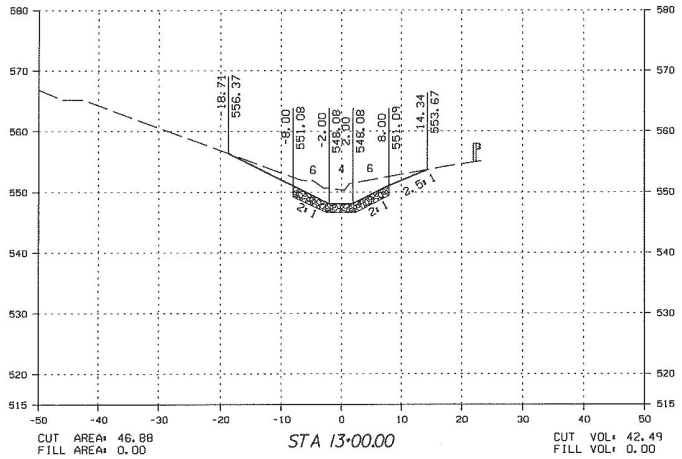
HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10

SHEET TITLE	ROUTE
DITCH CROSS SECTIONS	I-459

5/9/2025 8:16:57 AM magaddej Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\15 - 21 DITCH X-SECTIONS.dgn

DITCH CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	16



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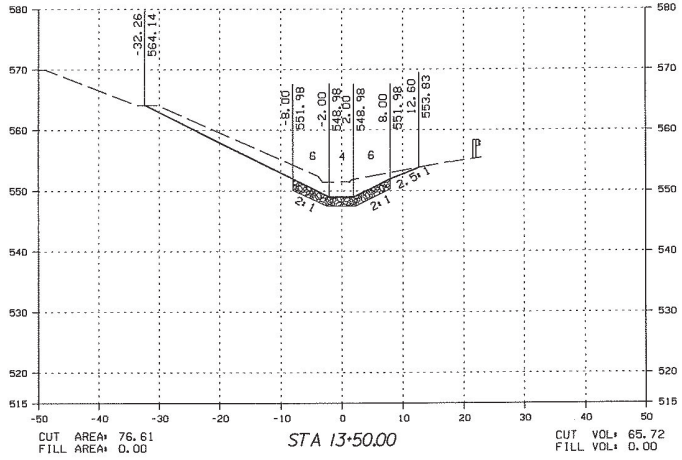
FILL AREA: 0.00

STA 13+00.00

CUT VOL: 42.49
FILL VOL: 0.00



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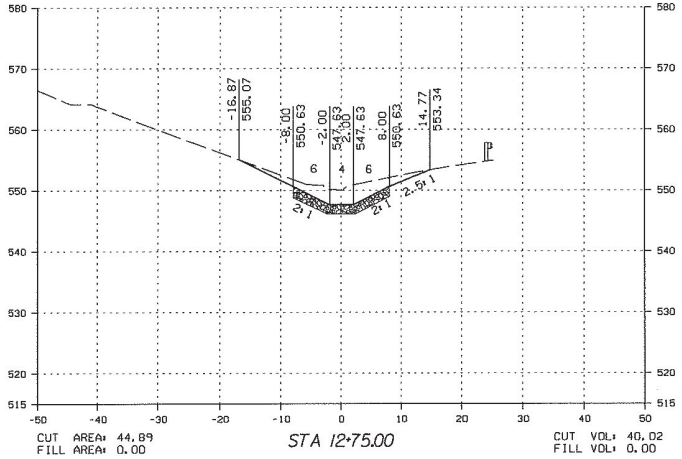
FILL VOL: 0.00



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FILL AREA: 0.00

STA 12+75.00

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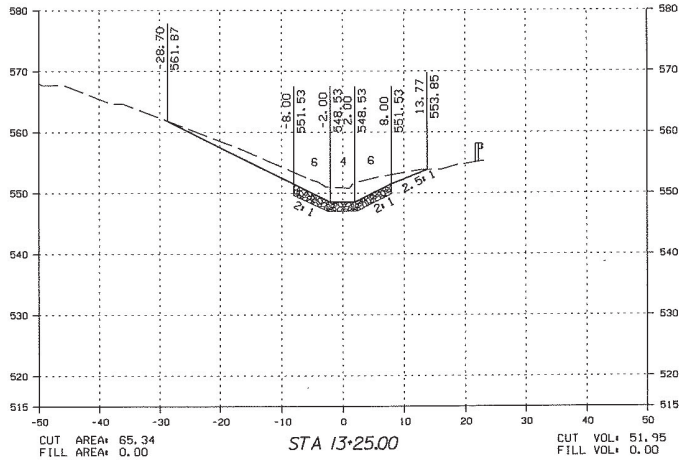

CUT AREA: 65.34
FILL AREA: 0.00

STA 13+25.00

CUT VOL: 51.95
FILL VOL: 0.00

Sta 12+75.00 TO Sta 13+50.00

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10	SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	OE			DITCH CROSS SECTIONS	I-459

5/9/2025 8:19:47 AM magaziej Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\15 - 21 DITCH X-SECTIONS.dgn

DITCH CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
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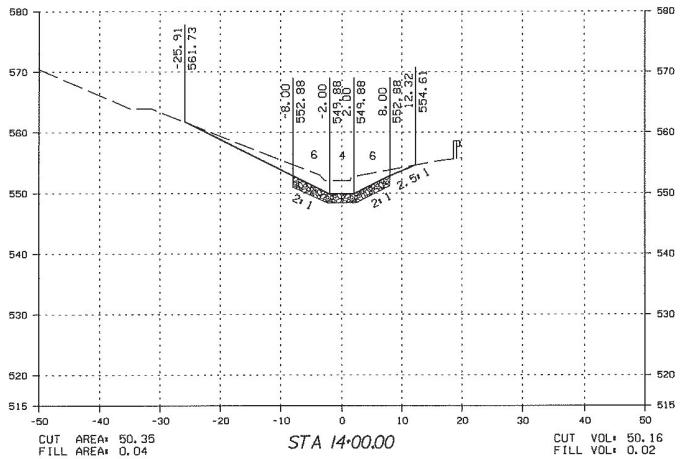
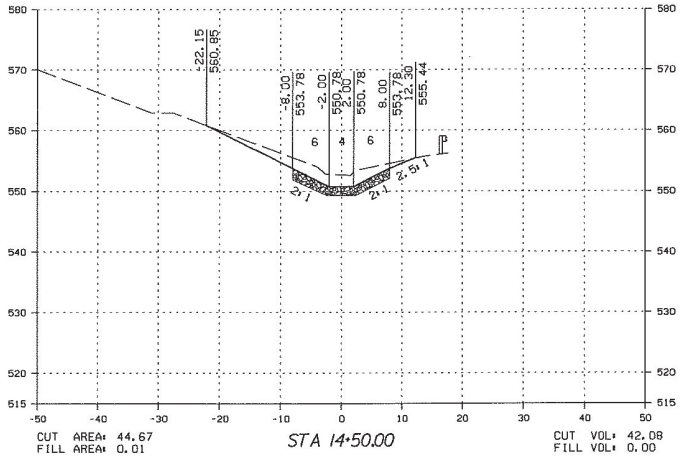


CUT AREA: 50.35
FILL AREA: 0.04

STA 14+00.00

CUT VOL: 50.16
FILL VOL: 0.02



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FILL AREA: 0.01

STA 14+50.00

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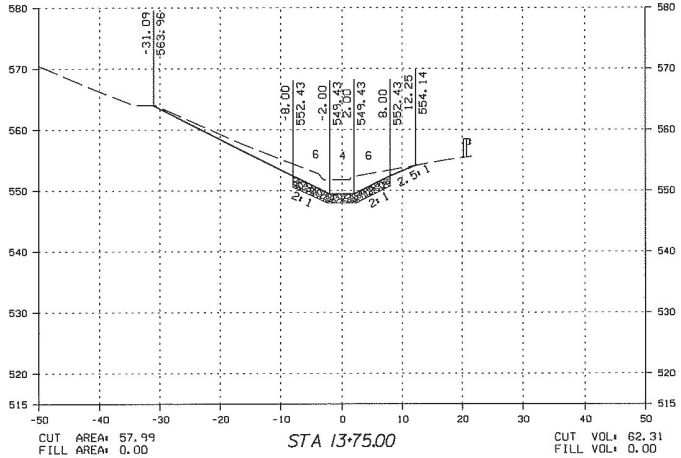
FILL VOL: 0.00



CUT AREA: 57.99
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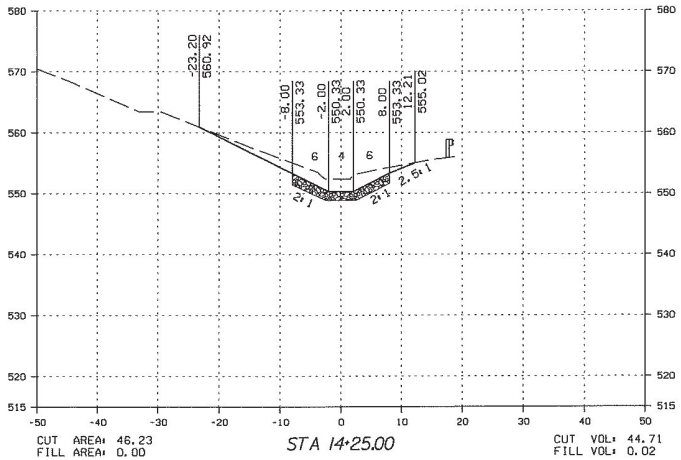
STA 13+75.00

CUT VOL: 62.31
FILL VOL: 0.00



CUT AREA: 46.23
FILL AREA: 0.00

STA 14+25.00

CUT VOL: 44.71
FILL VOL: 0.02

Sta 13+75.00 TO Sta 14+50.00

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION

HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10

SHEET TITLE	ROUTE
DITCH CROSS SECTIONS	I-459

5/30/2025 8:22:46 AM magaldaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans _Assembly\15 - 21 DITCH X-SECTIONS.dgn

DITCH CROSS SECTION

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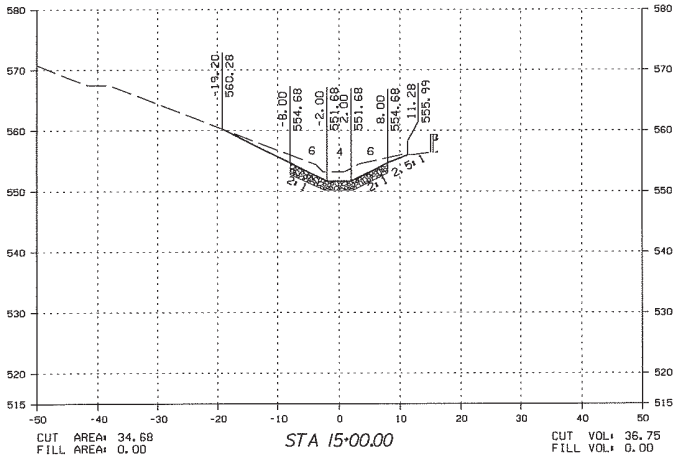
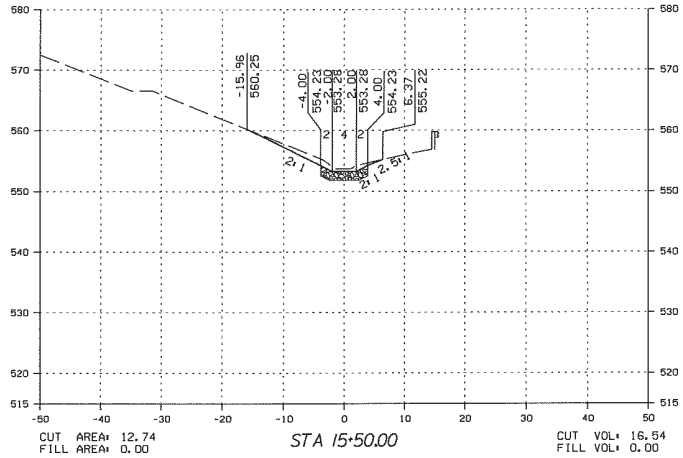
IM-I459(324)	2025	18



CUT AREA: 34.68
FILL AREA: 0.00

STA 15+00.00

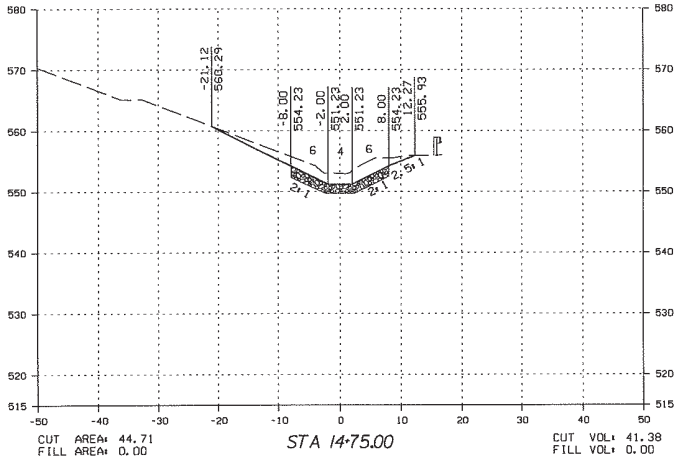
CUT VOL: 36.75
FILL VOL: 0.00



CUT AREA: 12.74
FILL AREA: 0.00

STA 15+50.00

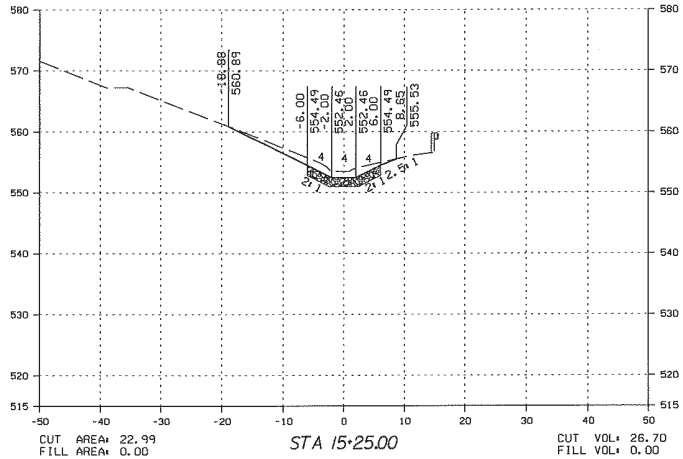
CUT VOL: 16.54
FILL VOL: 0.00



CUT AREA: 44.71
FILL AREA: 0.00

STA 14+75.00

CUT VOL: 41.38
FILL VOL: 0.00



CUT AREA: 22.99
FILL AREA: 0.00

STA 15+25.00

CUT VOL: 26.70
FILL VOL: 0.00

Sta 14+75.00 TO Sta 15+50.00

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION

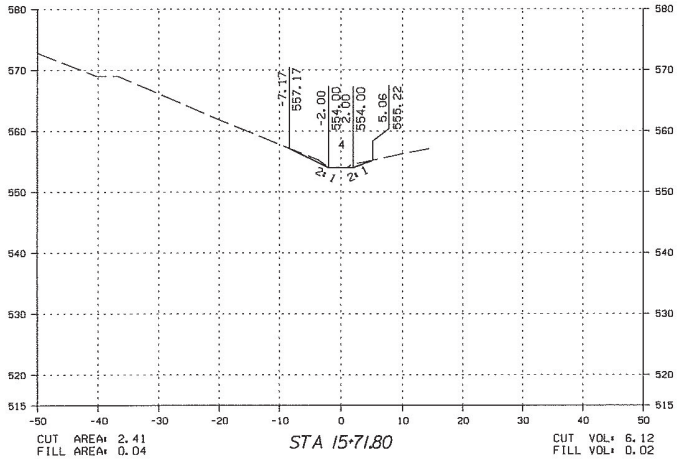
HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10

SHEET TITLE	ROUTE
DITCH CROSS SECTIONS	I-459

5/15/2025 9:21:48 AM magaddaj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\15 - 21 DITCH X-SECTIONS.dgn

DITCH CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	19



CUT AREA: 2.41
FILL AREA: 0.04

STA 15+71.80

CUT VOL: 6.12
FILL VOL: 0.02

Sta 15+71.80 TO Sta 15+71.80

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION

HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10

SHEET TITLE	ROUTE
DITCH CROSS SECTIONS	I-459

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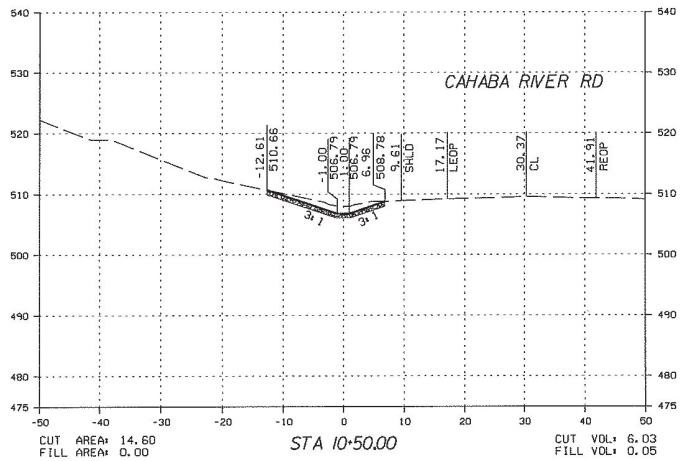
5/19/2025 8:22:50 AM magaddaj

DITCH CROSS SECTION

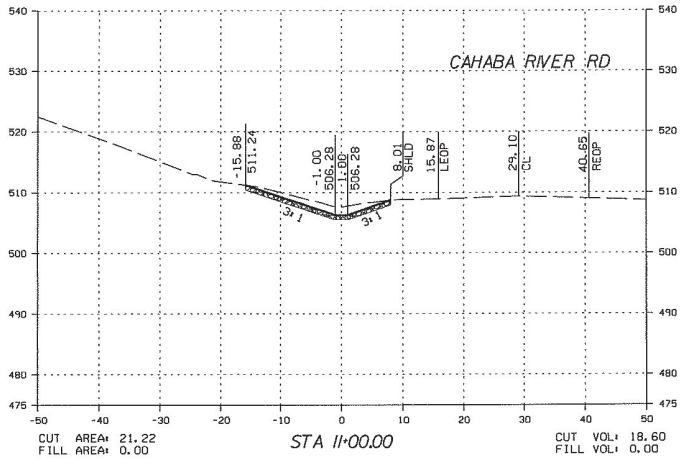
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-I459(324)	2025	20



CUT AREA: 14.60
FILL AREA: 0.00

STA 10+50.00

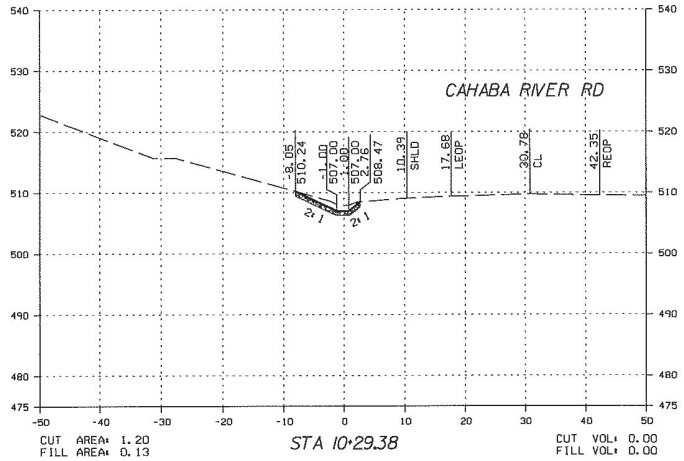
CUT VOL: 6.03
FILL VOL: 0.05



CUT AREA: 21.22
FILL AREA: 0.00

STA 11+00.00

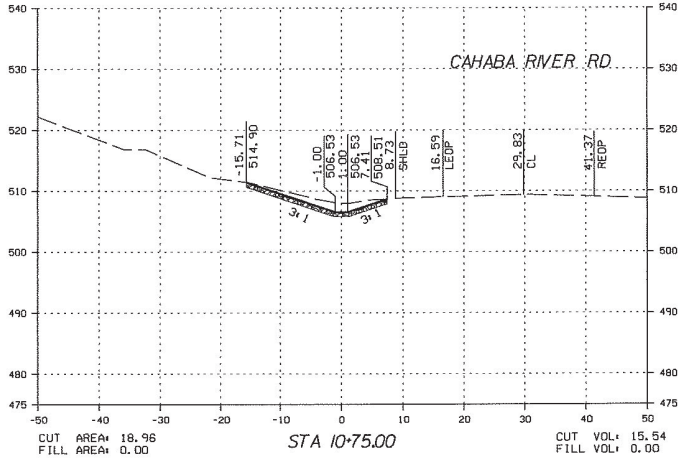
CUT VOL: 18.60
FILL VOL: 0.00



CUT AREA: 1.20
FILL AREA: 0.13

STA 10+29.38

CUT VOL: 0.00
FILL VOL: 0.00



CUT AREA: 18.96
FILL AREA: 0.00

STA 10+75.00

CUT VOL: 15.54
FILL VOL: 0.00

Sta 10+29.38 TO Sta 11+00.00

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION

HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10

SHEET TITLE	ROUTE
DITCH CROSS SECTIONS	CAHABA RIVER RD

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DITCH CROSS SECTION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
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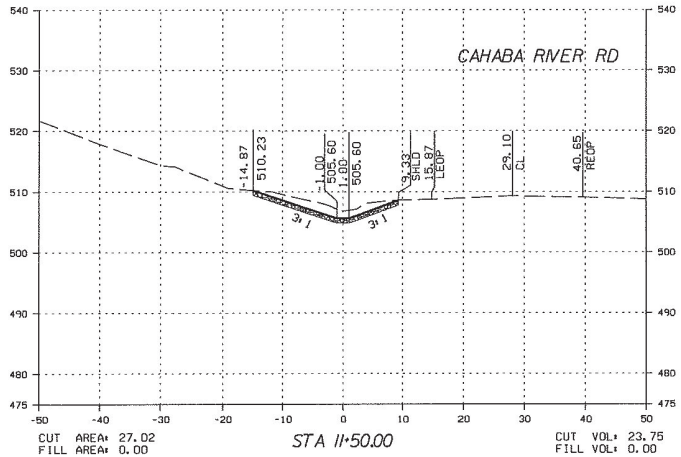
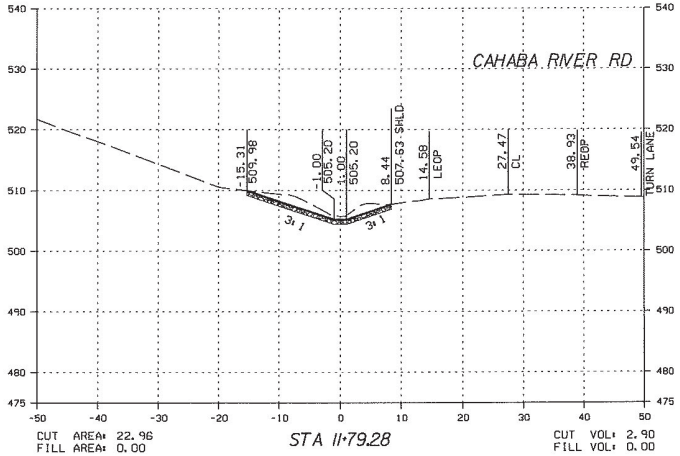


CUT AREA: 27.02
FILL AREA: 0.00

STA 11+50.00

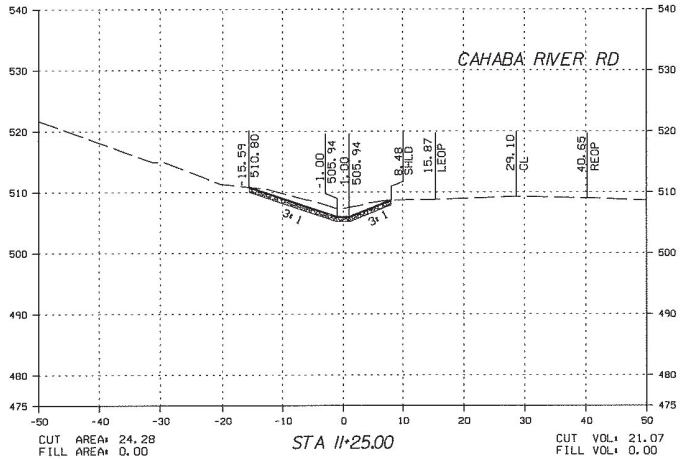
CUT VOL: 23.75
FILL VOL: 0.00



CUT AREA: 22.96
FILL AREA: 0.00

STA 11+79.28

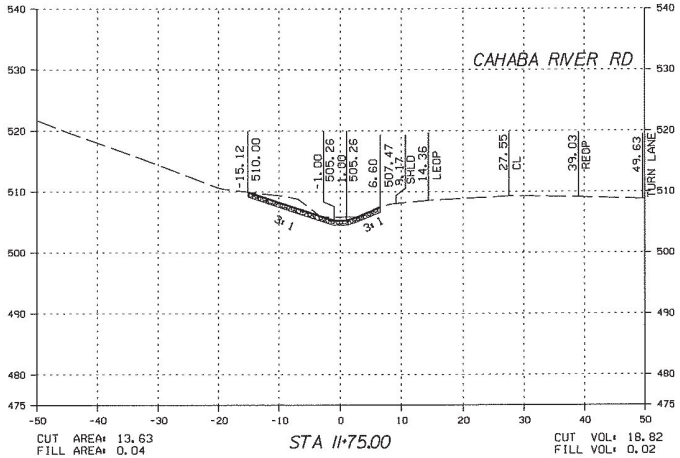
CUT VOL: 2.90
FILL VOL: 0.00



CUT AREA: 24.28
FILL AREA: 0.00

STA 11+25.00

CUT VOL: 21.07
FILL VOL: 0.00



CUT AREA: 13.63
FILL AREA: 0.04

STA 11+75.00

CUT VOL: 18.82
FILL VOL: 0.02

Sta 11+25.00 TO Sta 11+79.28

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL
DATE:	DATE:	DATE:	OE

ALABAMA DEPARTMENT OF TRANSPORTATION

HORIZ -10 0 10 SCALE (FEET) VERT -10 0 10

SHEET TITLE	ROUTE
DITCH CROSS SECTIONS	CAHABA RIVER RD

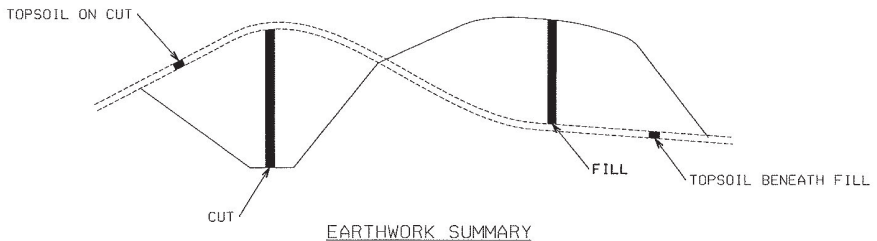
5/9/2025 8:24:41 AM magardisj Y:\Birmingham Area\Jefferson\I-459\I-459 at Cahaba River Rd\Plans_Assembly\15 - 21 DITCH X-SECTIONS.dgn

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
IM-1459(324)	2025	22

GN-2 NOTES:
148

SUMMARY OF QUANTITIES

JEFFERSON COUNTY



EARTHWORK SUMMARY

UNCLASSIFIED EXCAVATION	PAY ITEM (210A-000)	1338 CU YD
1. CUT (FROM X-SECTIONS TO THE BOTTOM OF THE IMPROVED DITCH)		1260.00 CU YD
2. TOPSOIL BENEATH FILL		78.00 CU YD
	TOTAL UNCLASSIFIED = (1+2)	1338.00 CU YD

MATERIAL AVAILABLE FOR EMBANKMENT	
1. CUT FROM XSECTIONS	678.00 CU YD
2. (-) TOPSOIL ON CUT	121.00 CU YD
TOTAL MATERIAL AVAILABLE = (1-2)(1-% SHRINK) 15% OR = (1-2)(1+% SWELL) 0%	474 CU YD

REQUIRED EMBANKMENT FOR BORROW EXCAVATION	
1. FILL (FROM X-SECTIONS TO THE BOTTOM OF THE IMPROVE DITCH)	0.88 CU YD
2. (+) TOPSOIL ON FILL	78.00 CU YD
TOTAL MATERIAL REQUIRED (1+2)	78.88 CU YD

RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION		SHEET TITLE	ROUTE
DATE:	DATE:	DATE:	DE	EAST CENTRAL REGION		EARTHWORK SUMMARY	I-459

$DATE$ $TIME$ $USER NAME$ $$$DESIGN FILE SPECIFICATION$$$

CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO

August 25, 2025

To: Mayor and Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance Number 3283 - An Ordinance authorizing the Mayor and City Manager to execute any and all documents associated with the engagement of Doster Construction Company, Inc. as its construction manager for FY 26 and FY 27 capital projects

---

Background:
The City of Vestavia Hills conducted a request for proposals from qualified construction management firms during the months of June and July 2025. After a review of various proposals and a series of interviews with the City Council, it is recommended that Doster Construction Company, Inc. be engaged for this service in relation to planned capital projects commencing in FY 26 and FY 27.

Recommendation:

Fiscal Impact:
The funding for these services is provided in the draft FY 2026 budget.

Attachments:

1. Ordinance 3283
2. SHAC-Liberty Park-Pine Ridge Master Plan - Prime Contract
3. Pages from City of Vestavia Hills_Construction Manager (DR comments 07.30.25)
4. PH Boone Legal Opinion to City Manager Jeffrey D. Downes July 31 2025 (002)
5. Construction Manager RFP - Final
6. 2025 06 20 City of Vestavia

ORDINANCE NUMBER 3283

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER CERTAIN AGREEMENTS TO RETAIN A CONSTRUCTION MANAGER FOR THE SHAC/LIBERTY PARK/PINE RIDGE DEVELOPMENT

WHEREAS, the City of Vestavia Hills is desirous of certain improvements and development in Liberty Park, Vestavia Hills Aquatic Complex,and Sicard Hollow Athletic Complex ("SHAC"), also known as the SHAC/Liberty Park/Pine Ridge Development ("the Development"); and

WHEREAS, the Mayor and City Council feel it is in the best public interest to retain a construction manager to oversee said construction development; and

WHEREAS, the City Manager invited RFP's from area construction companies. Five companies were selected and given the opportunity to present their RFP to the Mayor and City Council at the regular work session of July 21, 2025; and

WHEREAS, after analysis of the RFP's and in-depth discussions of the Mayor and City Manager and City Council, the consensus was that Doster Construction Company ("Doster") be retained to act as construction manager for the development that might be approved for the Development; and

WHEREAS, the City Attorney has reviewed and approve the following documents needed in order to retain Doster as construction manager for the Development which include:

1. AIA Document C132-2019;
2. AIA Document A232-2019;
3. First Addendum to General Conditions; and

WHEREAS, copies of these documents are marked as Exhibits A, B and C respectively, attached to and incorporated into this Ordinance Number 3283 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to retain said construction manager prior to any construction and accept the RFP submitted by Doster.

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

1. Doster is hereby retained as the construction manager for the Development at SHAC; and

2. The Mayor and City Manager are hereby authorized to execute and deliver the above detailed agreements in order to retain Doster as a construction manager; and
3. This Ordinance Number 3285 shall become effective immediately upon adoption and approval following posting/publication as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of August, 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 3283 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 25th day of August, 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

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

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)

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

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

Doster Construction Company Inc
2100 International Park Drive
Birmingham, AL 35243

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

SHAC/Liberty Park/Pine Ridge Master Plan

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

TBD

The Owner and Construction Manager 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (811034726)

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3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

- Renovation of Fire Station #4 - 13041 Liberty Parkway
- Preliminary Sitework Infrastructure at SHAC - 4507 Sicard Hollow Rd
- Eastside Police Operations Facility - 4507 Sicard Hollow Rd
- Eastside Satellite Library Building - 4507 Sicard Hollow Rd
- Eastside Maintenance Building Serving Public Works, Park Maintenance and Fire Department -4507 Sicard Hollow Rd
- Demolition of the Existing Liberty Park Maintenance Building and Realignment of Liberty Park Rear Entrance - 4700 Sicard Hollow Rd
- Installation of a Pool Heater for the Existing Vestavia Hills Aquatic Complex - 720 Waldridge Rd

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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Total Construction Budget - $30,599,048.00

- Renovation of Liberty Park Fire Station #4 – $5,683,080
- SHAC – Pine Ridge Roadway Infrastructure - $1,395,822
- VHAC Pool Heater - $350,000
- SHAC – Pine Ridge Police Building - $14,637,665
- SHAC – Pine Ridge Project Maintenance Building - $1,301,481
- SHAC – Pine Ridge Project Eastside Library - $7,230,999

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

- January 2026 for FY 2026 Projects
- October 2026 for FY 2027 Projects

.2 Construction commencement date:

FY 2026 and FY 2027

.3 Substantial Completion date or dates:

Q1 of 2028

.4 Other milestone dates:

As developed through overall Master Schedule

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

TBD

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

City of Vestavia Hills Request for Proposal dated June 2, 2025

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§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216
205-978-0195
jdownes@vhal.org

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

TBD

.2 Geotechnical Engineer:

Building & Earth
5545 Derby Drive
Birmingham, AL 35210-5414
205-836-9007

.3 Civil Engineer:

Caprine Engineering LLC.
3 Office Park Circle, Suite 226
Birmingham, AL 35223
205-423-5082

.4 Contractors, as defined in Section 1.4:

TBD

.5 Separate Contractors, as defined in Section 1.4:

TBD

.6 Other, if any:
(List any other consultants retained by the Owner.)

TBD

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

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Brian Corley
Project Director
Doster Construction Company, Inc
2100 International Park Drive
Birmingham, AL 35243
205-443-3800
bcorley@dosterconstruction.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

The project will be staffed with a dedicated team that adapts in size and composition according to the needs of each phase: design, bidding, construction, and closeout. During the design phase, key personnel will include a project director, senior project manager, preconstruction manager, and assistant project manager. During the preconstruction phase, the team will shift focus to include cost estimators, and preconstruction managers. During construction, staffing will increase to accommodate a full-time site senior superintendent, quality control, and assistant project manager, assistant project manager, all supported by the senior project manager and project director. In the closeout phase, staffing will taper, focusing on punch list coordination, final inspections, and documentation, led by the senior project manager with support from the assistant project manager and document control staff.

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

TBD

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

TBD

§ 1.1.16 Other Initial Information on which this Agreement is based:

Doster RFP Response date June 20,2025

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or 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.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7. Insurance also to be provided in accordance with First Addendum to Standard Form of Agreement Between Owner and Construction Manager as Adviser and General Conditions of the Contract for Construction, Construction Manager as Adviser.

(Paragraphs deleted)

§2.8.1. 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

§2.8.2. 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

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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.

§2.8.3. 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.

§2.8.4. 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.

§ 2.8.5 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

(Paragraphs deleted)
§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include the following:
(*List any items that are to be included in the centralized electronic management system.)*

Procore and Microsoft Teams

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§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

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§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

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§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager'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 the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to

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payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. **T**he Construction Manager's actions shall be taken in accordance with the Project submittal

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schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Tests and inspection reports;
.6 Status report of nonconforming and rejected Work;
.7 Daily logs;
.8 Summary of all Contractors' Applications for Payment;
.9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
.10 Cash-flow and forecast reports;
.11 Photographs to document the progress of the Project;
.12 Status reports on permits and approvals of authorities having jurisdiction; and
.13 Any other items the Owner may require:

TBD

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractors' work force reports;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

TBD

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager 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 similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

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§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental ServicesTBD	**Responsibility** *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	
§ 4.1.1.4 Development of a commissioning plan	

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§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	
§ 4.1.1.8 Assistance with site selection	
§ 4.1.1.9 Assistance with selection of the Architect	
§ 4.1.1.10 Furnish land survey	
§ 4.1.1.11 Furnish geotechnical engineering services	
§ 4.1.1.12 Provide insurance advice	
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14 Stakeholder relationships management	
§ 4.1.1.15 Owner moving coordination	
§ 4.1.1.16 Coordination of Owner's Separate Contractors	
§ 4.1.1.17 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

(Paragraph deleted)

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;

.4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.5 Preparation for, and attendance at, a public presentation, meeting or hearing;

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.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or

.8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within THIRTY-THREE (33) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other

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necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law,

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but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them 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 this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution 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 proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Construction Manager 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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, dispute or other matter in question 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, dispute or other matter in question.

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

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party 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).

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

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for

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expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

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§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement 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 Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Capped at $15,512 per Month

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

1.75% for the cost of the work

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, , the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

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TBD

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows: TBD
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	**Rate ($0.00)**
Project Director	$203.00
Senior Project Manager	$174.00
Asst Project Manager	$106.00
Contract Administrator	$76.50
Accounting	$86.00
Senior Superintendent	$195.50
Procore Project Management Software	1.4% per $1,000 of Construction Value
Jobsite Communications	$1,056.25/Month
Jobsite Trailer(s)	$3,158.00 ea/Month
Utilities	Budget $1,667.00/Month (actual cost may vary)

§ 11.6 Compensation for Reimbursable Expenses
§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ZERO percent (0 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

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(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

9% per $1,000 of construction volume "flowing through" Doster's Books

§ 11.8 Payments to the Construction Manager
§ 11.8.1 Initial Payment
§ 11.8.1.1 An initial payment of ZERO DOLLARS ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments
§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

6 % per annum

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 Building Information Modeling Exhibit, if completed:

TBD

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

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.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Ashley C. Curry Its Mayor	
OWNER *(Signature)*	
Jeffrey D. Downes Its City Manager	Walton C. Doster President/CEO
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document C132® – 2019

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PAGE 1

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

...

(Name, legal status, address, and other information)

Doster Construction Company Inc
2100 International Park Drive
Birmingham, AL 35243

...

SHAC/Liberty Park/Pine Ridge Master Plan

...

TBD
PAGE 2

• Renovation of Fire Station #4 - 13041 Liberty Parkway
• Preliminary Sitework Infrastructure at SHAC - 4507 Sicard Hollow Rd
• Eastside Police Operations Facility - 4507 Sicard Hollow Rd
• Eastside Satellite Library Building - 4507 Sicard Hollow Rd
• Eastside Maintenance Building Serving Public Works, Park Maintenance and Fire Department -4507 Sicard Hollow Rd
• Demolition of the Existing Liberty Park Maintenance Building and Realignment of Liberty Park Rear Entrance - 4700 Sicard Hollow Rd
• Installation of a Pool Heater for the Existing Vestavia Hills Aquatic Complex - 720 Waldridge Rd

...

TBD
PAGE 3

Total Construction Budget - $30,599,048.00

- Renovation of Liberty Park Fire Station #4 – $5,683,080
- SHAC – Pine Ridge Roadway Infrastructure - $1,395,822
- VHAC Pool Heater - $350,000
- SHAC – Pine Ridge Police Building - $14,637,665

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- SHAC – Pine Ridge Project Maintenance Building - $1,301,481
- SHAC – Pine Ridge Project Eastside Library - $7,230,999

...

- January 2026 for FY 2026 Projects
- October 2026 for FY 2027 Projects

...

FY 2026 and FY 2027

...

Q1 of 2028

...

As developed through overall Master Schedule

...

Competitive Bid

...

TBD

...

N/A

...

City of Vestavia Hills Request for Proposal dated June 2, 2025
PAGE 4

Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216
205-978-0195
jdownes@vhal.org

...

TBD

...

TBD

...

Building & Earth
5545 Derby Drive

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Birmingham, AL 35210-5414
205-836-9007

...

Caprine Engineering LLC.
3 Office Park Circle, Suite 226
Birmingham, AL 35223
205-423-5082

...

TBD

...

TBD

...

TBD

PAGE 5

Brian Corley
Project Director
Doster Construction Company, Inc
2100 International Park Drive
Birmingham, AL 35243
205-443-3800
bcorley@dosterconstruction.com

...

The project will be staffed with a dedicated team that adapts in size and composition according to the needs of each phase: design, bidding, construction, and closeout. During the design phase, key personnel will include a project director, senior project manager, preconstruction manager, and assistant project manager. During the preconstruction phase, the team will shift focus to include cost estimators, and preconstruction managers. During construction, staffing will increase to accommodate a full-time site senior superintendent, quality control, and assistant project manager, assistant project manager, all supported by the senior project manager and project director. In the closeout phase, staffing will taper, focusing on punch list coordination, final inspections, and documentation, led by the senior project manager with support from the assistant project manager and document control staff.

...

TBD

...

TBD

...

Doster RFP Response date June 20,2025

PAGE 6

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains,

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the Owner shall pay the Construction Manager as set forth in section 11.7. Insurance also to be provided in accordance with First Addendum to Standard Form of Agreement Between Owner and Construction Manager as Adviser and General Conditions of the Contract for Construction, Construction Manager as Adviser.

...

~~**§ 2.8.1** Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~

~~**§ 2.8.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~**§ 2.8.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~**§ 2.8.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~

§2.8.1. 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

§2.8.2. 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

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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.

§2.8.3. 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.

§2.8.4. 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.

§ 2.8.5 ~~Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ($) per claim and ($) in the aggregate.~~The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

~~**§ 2.8.6 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~**§ 2.8.7** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.~~

PAGE 7

Procore and Microsoft Teams
PAGE 13

TBD

...

TBD
PAGE 14

Supplemental ~~Services~~ServicesTBD	**Responsibility** *(Construction Manager, Owner or not provided)*

PAGE 15

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TBD

...

TBD

~~**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.~~

PAGE 16

§ 4.2.5 If the services covered by this Agreement have not been completed within THIRTY-THREE (33) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

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~~**§ 5.9** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~

PAGE 19

[**X**] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 21

N/A

PAGE 22

Capped at $15,512 per Month

...

1.75% for the cost of the work

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, ~~and for any Sustainability Services required pursuant to Section 4.1.3,~~ , the Owner shall compensate the Construction Manager as follows:

...

TBD

PAGE 23

TBD

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows: TBD

...

Project Director	$203.00
Senior Project Manager	$174.00
Asst Project Manager	$106.00

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Contract Administrator	$76.50
Accounting	$86.00
Senior Superintendent	$195.50
Procore Project Management Software	1.4% per $1,000 of Construction Value
Jobsite Communications	$1,056.25/Month
Jobsite Trailer(s)	$3,158.00 ea/Month
Utilities	Budget $1,667.00/Month (actual cost may vary)

...

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ZERO percent (0 %) of the expenses incurred.

PAGE 24

9% per $1,000 of construction volume "flowing through" Doster's Books

...

§ 11.8.1.1 An initial payment of ZERO DOLLARS ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

6 % per annum

...

N/A

...

TBD

...

[ ] ~~AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:~~
~~(Insert the date of the E235-2019 incorporated into this agreement.)~~

PAGE 25

Ashley C. Curry
Its Mayor

_____

OWNER *(Signature)*

Jeffrey D. Downes
Its City Manager

Walton C. Doster President/CEO

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AIA® Document A232® – 2019

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

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

SHAC/Liberty Park/Pine Ridge Master Plan

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Doster Construction Company, Inc
2100 International Park Drive
Birmingham, AL 35243

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

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

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

TBD

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 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.

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§ 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.

§ 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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§ 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or 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 Construction Manager and the Architect do 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. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

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§ 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.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 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.

§ 2.3.6 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.

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

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 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 review by the Construction Manager and prior approval of the Architect, and the Construction Manager or 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 Construction Manager's and Architect's and their respective consultants' 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.

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§ 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 Construction Manager or Architect in their 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 the information furnished by the Owner pursuant to Section 2.3.5, 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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, the Construction Manager, and the 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. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager 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.

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§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project 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, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, 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 Construction Manager or 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 or portions thereof 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 Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction

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Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, 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.

§ 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, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager 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, Construction Manager, 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, and the Construction Manager's use in developing the Project schedule, 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

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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. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 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 Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 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 similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner, and delivered to the Construction Manager 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 and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and 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 Construction Manager and 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 Construction Manager and 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 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, the Architect, and the Construction Manager 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. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 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 Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

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§ 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, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, 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, or Construction Manager with the Owner's approval, 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, Construction Manager, 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, Construction Manager, 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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.

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ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 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 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager 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 Construction Manager 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 other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

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§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.11 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and 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.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

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§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 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 Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.19 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 so rendered in good faith.

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

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

§ 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 Construction Manager, for review by the Owner, Construction Manager 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 Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager 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, Construction Manager 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.

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§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager 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, Construction Manager 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, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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.

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 with Own Forces and to Award Other Contracts

§ 6.1.1 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 the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

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§ 6.1.3 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's own forces, Separate Contractors, Construction Manager and other 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's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and 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 or other Contractors' 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 Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 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, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors 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, other 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 Construction Manager, with notice to 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, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager 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.

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§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, 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 Construction Manager and signed by the Owner, Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager and Architect;

.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 Construction Manager 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.

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§ 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 Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall 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 Construction Manager 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 Construction Manager 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.

§ 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, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (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, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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§ 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 Construction Manager, 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 Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or 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 fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien 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 Construction Manager and 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.

§ 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.

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§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager 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 Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager'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, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation 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, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 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 Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or 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 or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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 or other Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When 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 or Construction Manager withholds certification for payment under Section 9.5.1, 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 Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and 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 Construction Manager 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 Owner, Construction Manager and Architect 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, Construction Manager 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.

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§ 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.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager 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 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 notify the Construction Manager, and the Contractor and Construction Manager shall jointly 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 list, the Architect, assisted by the Construction Manager, 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 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, 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

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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 and Construction Manager shall jointly 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 after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their 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 Construction Manager's and Architect's final Certificate for Payment or Project 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 through the Construction Manager (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

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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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and 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 through the Construction Manager 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- **.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; and
- **.4** construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 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.

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§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4. 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, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager 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

§ 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, Construction Manager 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, Construction Manager 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager 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, Construction Manager, Architect, their 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.

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§ 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, Construction Manager and Construction Manager's consultants, and the 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 directly to the Owner, and separately to the Construction Manager, 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 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 both the Contractor and the Construction Manager, separately and 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,

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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 directly to the Contractor, and separately to the Construction Manager, 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 Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) 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 Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, 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

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, Architect, and Construction Manager 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 Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate

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agreements the Construction Manager, 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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their 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 Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or 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 Construction Manager or 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 Construction Manager's and 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, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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.

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§ 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, Separate Contractors, or other 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, Construction Manager, 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 Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and 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.

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§ 13.4.2 If the Construction Manager, 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 Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager's and 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 Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or 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 Construction Manager has not certified or 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, 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, Construction Manager 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 performing portions of the

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Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and 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, after consultation with the Construction Manager, 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the 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 this 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.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work 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 Construction Manager and 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, the Construction Manager, 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 of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 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.

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§ 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 provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to

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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.

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Additions and Deletions Report for

AIA® Document A232® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

SHAC/Liberty Park/Pine Ridge Master Plan

...

Doster Construction Company, Inc
2100 International Park Drive
Birmingham, AL 35243

...

City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

...

TBD

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STATE OF ALABAMA

JEFFERSON COUNTY

FIRST ADDENDUM TO STANDARD FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS ADVISER AND GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER, AS ADVISER

WITNESSETH THIS FIRST ADDENDUM TO STANDARD FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS ADVISER AND GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER, AS ADVISER, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner" ("City"), and Doster Construction Company, Inc._____, as "Construction Manager", made and entered into on this the _____ day of _____, 2025.

WITNESSETH THESE RECITALS:

WHEREAS, the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," and Doster Construction Company, Inc._____, as "Construction Manager," have executed and delivered a Standard Form Agreement Between Owner and Construction Manager as Adviser (being "AIA Document C132-2019") (hereinafter referred to as "Construction Manager Contract" and General Conditions of the Contract for Construction, Construction Manager as Adviser Edition (being "AIA Document A232-2019") hereinafter referred to asGeneral Conditions") on this date; and

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

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

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

I. AMENDMENTS TO THE CONSTRUCTION MANAGER CONTRACT

A. Section 8.1.3 of the Construction Manager Contract is amended to read in words and figures as follows:

> **"§8.1.3.** The Construction Manager shall defend, indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement."

B. The following language shall be added to Section 2.8.4:

> **COMMERCIAL UMBRELLA LIABILITY INSURANCE:**
>
> **1.** Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Worker's Compensation and Professional Liability 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.
>
> **3.** Additional Requirements for Commercial Umbrella Liability Insurance:
>
> **(a)** The policy shall name the City, its City Manager, Mayor and other public officials and employees, as Owner, as additional insureds.
>
> **(b)** The policy must be on an "occurrence" basis."

C. The following language shall be added as Article 10, Section 10.10:

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

D. The following language shall be added as Article 10, Section 10.11:

"**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 Construction Manager 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."

II. AMENDMENTS TO THE GENERAL CONDITIONS

A. Section 3.18.1 shall be amended to read in words and figures as follows:

"§3.18 Indemnification

§3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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."

B. Section 10.3.3 is deleted in its entirety.

C. The following language shall be added to Section 11.1.2:

"This is a public works project. Therefore, the Contractor shall provide and maintain a Performance Bond and Payment Bond as required by Title 39-1-1, *Code of Alabama, 1975."*

D. Section 3.6 shall be amended to read in words and figures as follows:

"Title 40-23-4(a), *Code of Alabama, 1975,* exempts municipalities in Alabama from the requirement to pay sales tax. The Contractor and 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."*

E. Article 13, Section 13.6 shall be added and read as follows:

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

F. Article 13, Section 13.7 shall be added and read as follows:

"**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. 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."

III. RATIFICATION OF CONSTRUCTION MANAGER CONTRACT AND GENERAL CONDITIONS

The Owner and Construction Manager hereby ratify and reconfirm the terms, provisions, limitations and conditions of the Construction Manager Contract and General Conditions that were not modified or otherwise amended by this First Addendum. (Defined terms in the First Addenum shall have the same meaning as in the Construction Manager Contract and General Conditions.)

IV. CONFLICT

If any terms, provisions, limitations or conditions of AIA Form Document C132-2019 and AIA Form Document A232-2019 conflict with this First Addendum, then in such event the terms, provisions, limitations and conditions of this First Addendum shall apply.

IN WITNESS WHEREOF, the Owner and Construction Manager 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 _____

CONSTRUCTION MANAGER:

_____

By _____
Walton C. Doster
Its President/CEO

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 Manager 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 _____, 2025.

_____
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 Manager 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 _____, 2025.

_____
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 Manager 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 _____, 2025.

_____
Notary Public

My Commission Expires:
_____
SEAL

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 31, 2025

By Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: Selection of Construction Manager for
SHAC/Liberty Park/Pine Ridge Project

Dear Mr. Downes:

Recently, the City Council and you selected Doster Construction Company, Inc. ("Doster") to serve as Construction Manager for the SHAC/Liberty Park/Pine Ridge Project.

On July 30, 2025, you sent to me via electronic mail copies of the following documents that were completed and submitted by Doster with a request that I review the same and provide you with my written legal opinion:

1. AIA Document C132-2019.

2. AIA Document A232-2019.

3. First Addendum to General Conditions.

After reviewing the above documents, it is my legal opinion that they comply with the contract documents submitted by the City along with the Request for Proposals back in June 2025. Therefore, I recommend the execution and delivery of all three documents.

Please call me if you have any questions regarding this legal opinion.

Sincerely,

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

P.S. In my opinion, the selection of Doster Construction Company, Inc., as Construction Manager, was an excellent choice for the City project. I grew up with Ted Doster (Thomas Edwin Doster), was his teammate on the 1954 Homewood Little League All Star Team in 1954 and attended Shades Valley High School with him.

Ted formed his company in 1969 and I watched as he operated and grew it into one of the finest construction companies in the country. Unfortunately, Ted died about a year ago and will not be able to participate in construction of the SHAC/Liberty Park/Pine Ridge development.

I will never forget Ted Doster and am glad that we were friends.

TED DOSTER (TOP ROW)
(SECOND PLAYER FROM RIGHT TO LEFT)

CITY OF VESTAVIA HILLS
1032 Montgomery Highway
Vestavia Hills, AL 35216

REQUEST FOR PROPOSALS – SHAC/Liberty Park/Pine Ridge Master Plan Implementation

June 2, 2025

The City of Vestavia Hills is embarking on the design and construction of a collection of new facilities and existing facility enhancements that are envisioned to serve a growing demand for city services generally located on the eastside of the city. The projects primarily include aspirational facilities that are a part of a masterplan developed utilizing land recently reclaimed from mining activities located at 4507 Sicard Hollow Rd. (often referred to as the "Pine Ridge Property" adjacent to the Sicard Hollow Athletic Complex-SHAC.) However, a few program components have been proposed that are not a part of the Pine Ridge Property. These projects include:

- Renovation of Fire Station #4 – 13041 Liberty Parkway
- Preliminary Sitework Infrastructure at SHAC – 4507 Sicard Hollow Rd
- Eastside Police Operations Facility – 4507 Sicard Hollow Rd
- Eastside Satellite Library Building – 4507 Sicard Hollow Rd
- Eastside Maintenance Building Serving Public Works, Park Maintenance and Fire Department -4507 Sicard Hollow Rd
- Demolition of the Existing Liberty Park Maintenance Building and Realignment of Liberty Park Rear Entrance – 4700 Sicard Hollow Rd
- Installation of a Pool Heater for the Existing Vestavia Hills Aquatic Complex – 720 Waldridge Rd

The City is soliciting proposals from qualified firms to provide Construction Manager as Agent services for the project. The City is seeking a firm that will work hand in hand with both the City and design team to form a strong relationship over the entire design, bidding, construction and closeout process so that all parties will be effective team players that understand the project needs and have a vested interest in the project's outcome.

The information contained in this Request for Proposals is organized as follows:

1. Project Information
    a. Project Description
    b. Preliminary Project Budget
    c. Preliminary Project Schedule
    d. Schedule Development

2. Required Proposal Information
    a. Company Information
    b. Relevant Experience
    c. General Approach
    d. Specific Approach
    e. Staffing and Organization
    f. Contract Type
    g. Fee

3. Instructions, Proposal Format, Schedule, Inquiries
    a. Proposals Due
    b. Pre-proposal Conference
    c. Inquiries
    d. Interviews

4. Reserved Rights and Opportunity

1. Project Information

A. Project Description:

Site: The primary site is located on approximately 15-20 acres of recently mass graded and undeveloped land within the Sicard Hollow Athletic Complex (SHAC) off Sicard Hollow Rd. The entire SHAC site is approximately 80 acres.

Primary Project Site – Initial Master Plan (Site Plan Adjustment for Library is Planned)

STATION NO. 4

Station #4 Proposed Renovation and Addition

Program: The new facilities have been initially programmed to provide the following space:

- Police Facility 25,000 sq ft
- Library Facility 12,000 sq ft
- Maintenance Facility 3,000 sq ft
- Renovation to Fire Station 3,942 Additional Sq Ft

Sustainability: The project will be designed and constructed with sustainable principles that will be investigated and researched during the design process, but at this time the project will not pursue LEED Certification.

B. Preliminary Project Budget:

An overall project budget has not been fully defined at this time until the final space programming process has been completed to determine the exact size and needs of the project. Preliminary budgets are provided in the table below.

Project Name	Initial Target Budget	Anticipated Commencement	Status
Renovation of Liberty Park Fire Station #4	$ 5,683,081	FY 26	Schematic Plans Complete
SHAC-Pine Ridge Project Roadway Infrastructure	$ 1,395,822	FY 26	Grant Application Commenced for 100% Funding and Revised Site Masterplan Underway
VHAC Pool Heater	$ 350,000	FY 26	Preliminary Plan Complete
SHAC-Pine Ridge Project Police Building	$ 14,637,665	FY 27	Masterplan Presented
SHAC-Pine Ridge Project Maintenance Building	$ 1,301,481	FY 27	Revision to Masterplan Underway to Accommodate Fire Department Requirements and Study Liberty Park Maintenance Structure Demolition/Realignment
SHAC-Pine Ridge Project Eastside Library	$ 7,230,999	FY 27	Revision to Masterplan Underway to Accommodate New Location and Parking Considerations

C. Preliminary Project Schedule:

Current Status: The City is currently in the final stages of a revised masterplan for the SHAC site and have completed schematic plans for the fire station renovation along with the pool heater project. These documents are provided as exhibits to this RFP. At this time, a full topographical site survey has not been completed, geotechnical services have been limited to feasibility determinations associated with the rear entrance to Liberty Park, and preliminary utility service needs have been coordinated through Caprine Engineering.

Schedule Overview: A phased design and construction schedule has been contemplated by the City that anticipates completing design and construction documents for the FY 26 projects by January 2026 and the FY 27 projects by October 2026, with bidding and construction to follow.

Schedule Development: The Architect will be responsible for the design phase schedule, and the Construction Manager will be responsible for developing the bidding and construction schedule. The entire team will work with the City to discuss pros/cons as well as scope for a potential early building demolition/site preparation package, with the potential need for

such package being largely influenced by the receipt of anticipated grants, financing risks, logical multi-project sequencing requirements and geotechnical evaluation.

2. Required Proposal Information

Provide specific responses to the following information. In an effort to reduce your preparation time and the City's review time, additional marketing information of a general nature should not be provided if not applicable to the items listed below.

A. Company Information:
   1. Provide a general company overview.

B. Relevant Experience:
   It is important to understand your experience with the Construction Manager as Agent approach for municipalities or other clients because this will be a working relationship that will span approximately two years. Your track record for successful projects of a similar approach is important.

   1. Examples:
      a. Provide no more than three examples of projects with a similar Construction Manager as Agent approach.
      b. These examples can but do not have to be of municipal projects that are similar in scope. Rather, it is important to provide effective examples that are similar in size and the approach to the number of multiple bid packages.
      c. Explain your general strategy for the number and type of bid packages for each of these projects.

   2. References: Provide client reference contact information for the project examples, as well as any other applicable references.

C. General Approach:
   The City has a preference for using the Construction Manager as Agent concept with Multiple Prime Bidding packages. However, if you have any other strategies to propose for consideration please explain in specific detail.

   1. Describe your general approach to this project.

D. Specific Approach:
   Describe your specific approach and provide examples from your past or present projects to:

   1. Preconstruction Services:

a. Scheduling
b. Constructability Reviews
c. Collaboration with Design Team to complement their supervision and responsibilities of the design and construction documents phases. Provide data and suggestions to Design Team to help them design to the construction budget

2. Cost Estimating:
   a. The Construction Manager will be responsible for cost estimating during the design phase, with minimum reviews at SD, DD, 50% CD, and 90% CD as the project design progresses.
   b. Describe your approach and proposed frequency and number of estimates of construction costs and all indirect costs required for the program.
   c. It will be the responsibility of the Construction Manager to work with the City and design team to review product and system options at each phase of design to help determine the best decision for each. Cost studies of options will be required as part of this process. Explain how this information is used

3. Bid Packaging & Prequalification:
   a. Describe your approach for the anticipated number of trade contractor packages and why. There is not a magic number and the final determination of packages will be made with the City once a Construction Manager is selected and the design progresses.
   b. At this preliminary stage describe why your proposed preliminary strategy and number of packages would be most successful and effective for this project.
   c. How do you define the scopes of multiple bid packages. How do you avoid double ups or gaps?
   d. There are potential pitfalls with any strategy, openly describe pros and cons of your strategy compared to others.
   e. The Construction Manager will be responsible for prequalifying potential bidders for each package.

4. Contractor Management:
   a. Describe your approach to managing multiple contractors on a jobsite to ensure quality, maintain the schedule and foster positive relationships between all parties.
   b. What project management system do you recommend for this program? How would it benefit the City of Vestavia Hills?
   c. Describe your approach to reducing or eliminating potential Contractor arguments concerning scope and responsibility between packages.
   d. Describe how your approach would accomplish the best overall value to the City of Vestavia Hills. Provide example(s) with data to illustrate the cost and schedule benefits of your approach.
   e. Describe your process for accomplishing substantial completion and final completion. What is your role as CMa and what role does the Design Team serve.

5. Communications and Progress Reporting
    a. Describe your process of communicating to Owner in each phase of the Program.

E. Staffing and Organization:
    1. Staffing:
        a. General: Describe how the project will be staffed through each phase (design, bidding, construction, closeout).
        b. By Phase: Understanding that each phase may not require the same number of staff, specifically describe the number of staff envisioned for each phase of work (design, bidding, construction, closeout), and how they will be organized. Provide an example from a multi-phase and multiple contractor program.
        c. Construction: Describe your staff quantity and roles during the construction phase, and who will be devoted on-site. What level of experience and training is required for your staff?

    2. Key Personnel:
    A successful team relationship is key to the City. Describe who will be fully devoted to this project as the primary (and secondary, etc) contact on a daily/weekly basis with the City and Design Team, throughout all phases of the project. If there are changes in key staff envisioned in your approach between phases of the project, please describe your strategy.

    3. Resumes: Provide for all key personnel, including Preconstruction Manager, Estimator, Project Manager, Field Superintendent Explain why each person is proposed for this project and indicate which personnel have previously worked together.

F. Contract Type:
    1. The contract types planned to be utilized by the City and construction manager will be the AIA C132–2019 Standard Form of Agreement Between Owner and Construction Manager as Adviser and the AIA A-232-2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. There are a few unique contractual requirements for the City of Vestavia Hills that are provided in a supplement to these standard forms and provided as an exhibit to this RFP.
    2. The City has engaged several design firms to assist with master planning, schematic design and feasibility activities. Upon the selection of a construction manager, the City intends to work collaboratively with the construction manager to finalize contracts with a design team. The intent is to utilize AIA B132-2019 Standard Form Agreement Between Owner and Architect, Construction Manager as Advisor Edition.
    3. The City will work with the selected company to negotiate and

finalize details of each contract.

G. Fee:
The selection of a Construction Manager will not be made solely on the basis of fees as the relationship and effectiveness of all team members is of critical importance to the success of this project. The intent is to select the most qualified Construction Manager who in the opinion of the City of Vestavia Hills will provide the best overall results.

At a minimum, the following items should be included in the contents of the Fee Proposal:

- Fee for pre-construction services. Estimates will be required for Programming, Schematic Design, Design Development Documents and Construction Documents for each phase of work. Coordination and leadership will be required to assist the Design Team to design within the construction program budget. Multiple cost alternatives will require evaluation. Pre-construction service fees can be proposed as lump sums, monthly fees or a combination of both.

- Fee for construction services.
    - Percent fee for the cost of the work.
    - Weekly and hourly billing rates for proposed management personnel during the construction phase to manage multiple prime contractors. Rates shall include Superintendents) and Project Managers). Rates shall be inclusive of all labor fringes, per diem, trucks, computers, etc. and applicable markups.
    - Rate for Commercial Liability Insurance & Professional Liability Insurance
    - Any other pertinent fees or rates for management software, etc.

The City of Vestavia Hills reserves the right, at any time during the selection process, to request additional information from any individual familiar with the organization, its employees, their work, or projects.

3. Instructions, Proposal Format, Schedule, Inquiries

A. Proposals Due: Please submit three (3) bound hard copies (8.5x11) and one (1) electronic copy of your proposal addressing the above information no later than 5:00pm, Friday, June 20th to:

Jeff Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216
jdownes@vhal.org

B. Pre-proposal Conference: This meeting will provide an opportunity for you to ask questions and request clarifications about the RFP and details of the project. The conference will be held:
Date: Monday, June 16, 2025
Time: 1:30pm
Location: Vestavia Hills City Hall
City Council Chamber
1032 Montgomery Highway

C. Inquiries: Please direct any questions you may have to the following:
1. Jeff Downes – City Manager jdownes@vhal.org, 205-978-0195

D. Interviews: Based on the proposal submissions the City may decide to conduct shortlist interviews prior to making a selection. If interviews are conducted, they will occur within two to three weeks of the proposal submittal date. Interviewees will be contacted ahead of time to coordinate interview dates, times and preparation needs.

4. Reserved Rights and Opportunity

From the issue date of this RFP until respondents are selected and notified by the City, respondents to this RFP are not allowed to communicate their proposal or discuss the RFP 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.

The City reserves the right to reject any and all proposals submitted in response to this RFP, in whole or in part, and to award a contract pursuant to this RFP or cancel this RFP if it is considered to be in the best interests of the City. The City further reserves the right to make changes to this RFP at any time by issuance of written addendum/addenda, amendment(s) or clarification(s).

The selected Construction Manager shall be an equal opportunity employer that encourages participation in the project from Contractors and vendors regardless of race, color, national origin or sex.

We are really excited about this project and the impact it will have on the City of Vestavia Hills for decades to come. We thank you in advance for your time and consideration of this effort in an effort to help us find the best fit for our specific needs.

Sincerely,

Jeff Downes, City Manager
City of Vestavia Hills

DOSTER

SHAC/LIBERTY PARK/PINE RIDGE MASTER PLAN IMPLEMENTATION

RESPONSE TO REQUEST FOR PROPOSAL

VESTAVIA HILLS

DOSTER
2100 International Park Drive | Birmingham, AL 35243
p 205.443.3800
www.dosterconstruction.com

June 20, 2025

Jeff Downes, City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

RE: SHAC/Liberty Park/Pine Ridge Master Plan Implementation

Mr. Downes,

Doster Construction Company is excited to submit our qualifications for Construction Manager as Agent (CMa) services for the City of Vestavia Hills' planned facility enhancements and new construction efforts on the east side of the city. As a proud Birmingham-based company with strong ties to the community—including several current employees who reside in Vestavia Hills, as highlighted on our organizational chart—we are especially enthusiastic about the opportunity to partner with the city on this transformative initiative. On a personal level, I have lived in Vestavia for over 50 years, my children graduated through the school system, and I have spent many hours watching football practice at the SHAC! Partnering with the City of Vestavia would be something special to me and my career.

I heard several things in the information session that hit home on the needs of the city. The city needs a true construction partner, not an advisor. The city needs help in planning the projects in a professional manner to deliver a predictable outcome. The schedule and financial goals of the project are paramount and we need to deliver on time. We need an "A" team that is capable of getting this done and also make it an enjoyable process for everyone. We can make this happen!

Our team of experienced project managers, field staff, and superintendents is known not only for their technical expertise but also for their collaborative, owner-focused approach. We pride ourselves on our ability to form cohesive project teams that work as true partners with owners, design teams, and community stakeholders. Our consistent application of quality control programs—including laser scanning of as-built conditions and continuous personnel training—ensures a high level of accountability and execution throughout every phase of construction.

We have an incredible resume delivering projects under the Construction Manager as Agent (CMa) contract. We have a 20 plus year relationship with RSA, the States largest entity using CMa as a means to develop real estate. I would ask you to call them as they are listed as a reference. I think our approach is unique in that we take ownership of every aspect of the project and do not just take an advisory role.

Thank you for your consideration. We look forward to the opportunity to further discuss how Doster Construction can contribute to the success of this landmark initiative for the City of Vestavia Hills. Please don't hesitate to contact me directly at (205) 443-3897 with any questions.

Sincerely,

Alan Chandler
Executive Vice President

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SECTION A

COMPANY INFORMATION

In 1969, entrepreneur Thomas E. Doster, III launched a construction company in his hometown of Birmingham, Alabama. More than fifty years later, Doster Construction Company has completed more than 4,300 projects spanning 33 states.

1 *Provide a general company overview,*

55 Years EST. 1969

In 1969, entrepreneur Thomas E. Doster, III launched a construction company in his hometown of Birmingham, Alabama. More than fifty years later, Doster Construction Company has **completed more than 4,300 projects spanning 33 states**. Doster has steadily expanded its portfolio over several decades by building lasting client relationships and amassing years of industry knowledge.

Our company has been fortunate to build a variety of projects ranging from the National Memorial to Peace and Justice to the 12-story Graduate Hotel in downtown Nashville and over the years we have developed specialization and expertise in distinct areas of construction: Commercial, Education, Healthcare, Hospitality, Industrial, and Multifamily.

In successfully serving these markets for a multitude of repeat clients over the last fifty years, we have formally structured our operations to serve these divisions with distinct and dedicated leadership and project teams.

Our concentration in these core markets is a significant benefit to our clients, as every project is staffed with highly trained personnel who bring a history of successful project experience within their specialized fields of construction.

Communication between the Doster project team and the client, combined with hands-on management, results in the most value from every construction dollar. As evidenced by Doster's high volume of repeat business, our proven delivery leads to cost-efficient and high quality construction and informed and satisfied clients.

Repeat clients are the highest compliment that we can receive, and they are the foundation of our Company's purpose of **Building Lasting Relationships**.

> *What makes Doster professional is they have a clear structure in place and a forum to communicate in order to resolve issues.*
>
> **Donna Wheeler**
> UBS

WHERE WE WORK

We have built projects in **33 states** from California to New Hampshire. Although based in the southeastern United States with offices in Huntsville, Birmingham, and Nashville, we will build projects in any location to meet our clients' needs.

AWARDS & RECOGNITION

A testament to our employees' dedication to excellence and their commitment to quality construction has been the awards and recognition Doster has received from our peers and industry publications. Below are some recent local and national accolades we have been honored to accept.

ABC 2020 TOP PERFORMER – Associated Builders and Contractors

ABC Associated Builders and Contractors, Inc.

Safest In the Industry – Silver
Innovation in Safety – PATH to Safety
STEP Platinum

BIRMINGHAM BUSINESS JOURNAL

Top General Contractor
Fastest Growing Companies
Top Privately Held Companies

5 ABC National Awards

BIRMINGHAM BUSINESS JOURNAL BPtW 2023 BEST PLACES TO WORK®

2019 ENR TOP 400

Ranked on ENR Top 400 List
for over 30 years and counting

ENRSoutheast

2020 Top General Contractor

Modern Healthcare
The leader in healthcare business news, research & data

2023 Top 20 General Contractor

OUR CULTURE

At Doster, our strongest and most compelling belief is in the value of each and every employee. We believe that each employee is critically important to the success of our company and must be given the opportunity and environment in which to achieve top results. We firmly believe that our employees are the company's most important asset and, in fact, are the only asset that separates Doster from its competition.

Our commitment to our employees and their dedication to our clients form the basis and the priorities upon which we develop our entire organization. This is the foundation of our corporate culture.

"What sets Doster apart from their competitors is their partnership mentality and their customer service orientation. They really care about us."

- Boyd Zoccola, EVP
Hokanson Companies

CORE VALUES

DRIVE

We are action oriented. We are driven to do what is necessary to ensure the success of our projects, partners, and organization.

OPERATIONAL EXCELLENCE

We develop and maintain flawless operational execution. We continuously improve the way we conduct business with the objective of producing safe, error-free work on time, every time.

SAFETY

Everyone goes home safe. Think, demand, and deliver safety in all areas of our business.

TEAMWORK

We support each other. We work together, across boundaries, to meet the needs of our customers and to help the company succeed.

ETHICS

We do the right thing. We are committed to the highest standards of ethics and integrity.

RELATIONSHIPS

We are Building Lasting Relationships. We value our employees, clients, trade partners and suppliers.

SECTION B

RELEVANT EXPERIENCE

It is important to understand your experience with the Construction Manager as Agent approach for municipalities or other clients because this will be a working relationship that will span approximately two years. Your track record for successful projects of a similar approach is important.

1 *Examples:*
a. Provide no more than three examples of projects with a similar Construction Manager as Agent approach.

Doster Construction has led in the construction and program management of the Retirement Systems of Alabama for over two decades. The following example projects illustrate our ongoing commitment to RSA and their real estate program which parallels the service that we will provide to the City of Vestavia Hills.

THE VAN ANTWERP BUILDING
MOBILE, ALABAMA

RSA TRUSTMARK BUILDING
MOBILE, ALABAMA

RENAISSANCE ROSS BRIDGE GOLF RESORT & SPA
HOOVER, ALABAMA

RELEVANT EXPERIENCE

THE VAN ANTWERP BUILDING

MOBILE, ALABAMA

OWNER

The Retirement Systems of Alabama

ARCHITECT

Goodwyn Mills and Cawood, Inc.

DETAILS

11 stories
60,000 square feet
Historic restoration and renovation
3D laser scanning services
National Excellence Award

Doster completed work on the renovation to the historic Van Antwerp Building for the Retirement Systems of Alabama. The Van Antwerp Building, known as the first skyscraper in the Southeast, was originally constructed in 1907 in downtown Mobile. As one of the most architecturally and historically significant buildings in Alabama, RSA redeveloped this 11-story facility into corporate office and mixed-use space.

The $31 million project encompasses a complete interior renovation to facility, including all new architectural and interior design, new mechanical, electrical, plumbing and fire protection systems, along with new elevators and life safety improvements. Doster used Laser Scanning to restore historic pieces of the façade from the original building.

With much of the original terra cotta exterior skin intact, Doster also restored the original building skin to return it to its original character. The Van Antwerp Building was awarded the ABC National Excellence Award for Historical Renovation.

RSA TRUSTMARK BUILDING

MOBILE, ALABAMA

OWNER

Retirement System of Alabama

ARCHITECT

Goodwyn Mills and Cawood, Inc.

DETAILS

312,000 square feet
34 stories
480 space parking deck

After a complete renovation, the 34-story former AmSouth building is a tribute to Mobile's famous party of parades -- Mardi Gras. Currently named the RSA Trustmark Building, Doster oversaw the renovation and modernization of this circa 1965 structure into B-plus office space.

The first floor of the building, comprised of an aged bank lobby and retail space, received selective demolition and complete abatement. The renovation accommodates Trustmark Bank, and features an updated lobby and drive through lanes. Built-out retail space for future tenants is also included on the street level. The exterior received a new storefront and granite veneer. Located on floors 2-6 the 480-space parking deck received concrete and EFIS repairs. The light fixtures were replaced, security cameras added, the structure painted, doors and frames changed out and an entry system with limited access was built.

The Tower, consisting of floors 7-34, received both interior and exterior renovations. Taking advantage of the Mardi Gras theme, the exterior includes features that enhance the color and lighting of traditional Mardi Gras colors. 1,550 fixed window units and three floors of curtain wall were removed and replaced with new windows. With the exception of six elevators and two stair towers, the interior was completely demolished and abated. Restrooms were expanded, tenant space was built-out and new mechanical, electrical, phone and data rooms were installed on each floor.

RELEVANT EXPERIENCE

RENAISSANCE ROSS BRIDGE GOLF RESORT AND SPA

HOOVER, ALABAMA

OWNER

Retirement Systems of Alabama

ARCHITECT

Goodwyn Mills and Cawood, Inc.

DETAILS

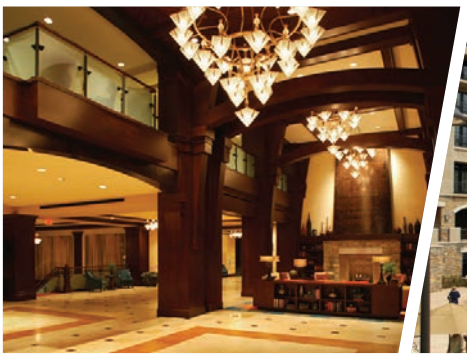
268,000 square feet

ABC Excellence in Construction Award

AGC Build Alabama Award

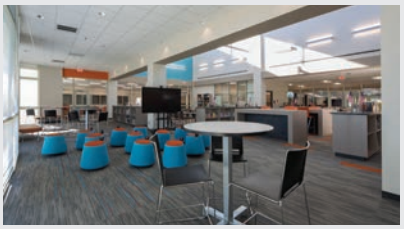
The Retirement Systems of Alabama selected Doster Construction Company as the construction manager for this project on a negotiated basis. Doster provided extensive Preconstruction Services and then entered into a Construction Management contract to build the project. Doster planned, bought-out and managed the entire project. Resembling a castle, you might see in Scotland, the Renaissance Ross Bridge Golf Resort and Spa is the first destination resort built in central Alabama.

This resort sits on a first-class Robert Trent Jones Golf Course and each of the guest rooms has a unique view of the golf course. The Hotel has 259 guestrooms and 11 suites, a lobby with high-end finishes including a library and massive fireplace, a restaurant and bar with indoor/outdoor seating, outdoor pool and waterfall, conference center with 20,000 square feet of meeting space, large prefunction areas, and a Starbuck's coffee shop. The Golf Club House has a golf pro shop, bar, café, outdoor dining area, and locker rooms. The golf carts are stored in the basement level of the resort. The full-service Spa contains 10 treatment rooms, a salon, indoor pool, and a gym. It features separate areas, one for women and the other for men, each with a lounge, quiet room with a whirlpool, locker room, steam room, and showers.



RELEVANT EXPERIENCE

HEWITT-TRUSSVILLE HIGH SCHOOL LIBRARY
Trussville, Alabama



AUSTIN HIGH SCHOOL LIBRARY
Decatur, Alabama

ALABAMA POWER FLEET MAINTENANCE FACILITY
Birmingham, Alabama

UAB MERVYN STERN LIBRARY
Birmingham, Alabama

SPRING HILL COLLEGE MARNIE AND JOHN BURKE MEMORIAL LIBRARY
Mobile, Alabama

UNIVERSITY OF SOUTH ALABAMA LIBRARY
Mobile, Alabama

Doster has a great communication process. They continuously kept us informed on every project detail. They were timely, detailed and accessible in their communication. Their project leadership maintained good relationships with everyone involved. They worked well with the architect, engineers and owners. They kept us all in the loop.

Lee Edminson
Austin High School

EXPERIENCE WITH CM AS AGENT DELIVERY METHOD

We are very experienced with the CM as Agent delivery method in the state of Alabama. One client alone, The Retirement Systems of Alabama has chosen Doster to complete over $350 million in volume in recent years.

RSA LEGENDS AT CAPITOL HILL

Additional Floor Tile Remove/Replace
Concrete Replacement at CC
Cottage Fence
Cottage Floor Repair
Cottage Stair Repairs
Ext Stone Repair/Replace
Inspection List
Kitchen Repair Final
Main Roof Shingle Repairs
Paint Rails at Ballroom Balcony
Repair and Replace Shingles
Repair floor tile and base in kitchen
Repair wood floor Pres Cottage
Roof Repair
Room's 404 & 407 Carpet and sheetrock damage replacement

RSA MARRIOTT SHOALS HOTEL & SPA

CC Speaker Install
Precast Repairs
Roof Work
Spa Whirlpool Repairs
Test and Balance
Thermography
Wind Screen Repairs

RENAISSANCE MONTGOMERY HOTEL & SPA

Ballroom Partition Carriers
Ballroom Partition Repairs
Caulking Repairs for Riverview Board
Clean and Paint Balance CC Floor
Clean VAVs at House Restaurant
East Curtain Wall Repairs
Epoxy Floors Kitchen & CC
Exchange Exterior Roof Painting
Flooring
HVAC Duct Repair MM1
Kitchen Epoxy
Leak Investigation Commerce Street
Lobby Ceiling Leak Repair
Lobby Floor tile repairs T&M 11/22
Monument Sign Repairs
Paint CC Floor Exhibit Hall A
Paint Exchange Roof
Paint Outdoor Bar Roof
Parking Garage Engineering & Elevator Flooring Replacement
Pool Zero Entry Resurface
Precast Repairs at Tavern
Re-Caulk Curtain Wall
Repair Spalling Concrete & Pressure Washing
Repair Spalling Concrete Parking Deck
Roll Up Door Electrical
Spa Temp Units
Tile Repairs at S CC Entrance
Tile Replacement
Flooring & Wall Patching
Millwork Replacement
Misc. Finishes & Door Replacement
Misc. Tile Flooring Repairs
Pres. Water Leak Investigation
Sprinkler Line Water Damage Repair

RSA RENAISSANCE ROSS BRIDGE GOLF RESORT & SPA

3rd Floor Fire Door Mag Holder
Additional Doors & Hardware Replacement Package
Balcony Stucco Repair Work
BOH LED Lighting
Building Exterior Cleaning
Cafe Ceiling Sewer LeakRepairs
Clean Switch Gear
Clubhouse Wall Trim & Paint Repair
Column Capital Replacement in Lobby
Dishwashing Room Quarry Tile
Door Hardware
Electrical
Elevator Handrails
Emergency Gas Leak Repairs
Emergency Guestroom Sewer Repair Work
Exterior Door Weatherstripping
Floor Cleaning in Ice Vending Rooms
Front Gate Greasing
Golf Locker Room Repairs
Guestroom Shower Pan Replacement
Hospitality Suite Shower Tile Replacement
Housekeeping Services
Irrigation Repair
Kitchen Equipment
Loading Dock Guardrail
Millwork Upgrades
Misc. Wall Repair Work
New Exterior Light Poles & LED Lamp Heads
Operable Partitions
Pool Coping Reset
Pool Safety Tiles Replacement
Replace existing 2x4 fixtures in kitchen
Replace Water Damaged Window/Frame & Door Weatherstripping
Reset & Seal ExistingPavers on Terrace Deck
Spa Mech. Room & Water Line Repair Work
Spa Office Flooring & Dishwashing Room
Spa Treatment Room Cabinets (Bottoms)
Spa Treatment Rooms Cabinet Doors (Upper)
Suites Fire Alarm Tie-In
TPO Roof Repairs
Window Sash Replacement

b. These examples can but do not have to be of municipal projects that are similar in scope. Rather, it is important to provide effective examples that are similar in size and the approach to the number of multiple bid packages.

Doster Construction has been the Construction Manager for countless clients throughout the years. These clients entrust our firm on a negotiated basis to guide their decisions and building programs while providing input throughout the process. We often are present alongside designers as the initial plan is developed to build a project. Clients such as The Retirement Systems of Alabama, The Shoals Economic Development Authority, and Encompas Health all represent relationships spanning decades that are local to this project and have been executed in the manner proposed by the City of Vestavia Hills.

Our relationships last with our clients because of our commitment to delivering what we promise. We do not hide behind the "Agency" status when approaching a challenge. We protect our clients by providing fair solutions for all involved. You will not hear our representatives quote the Owner contract to avoid fulfilling the intent of our duties.

c. Explain your general strategy for the number and type of bid packages for each of these projects.

While we have served as a Construction Manager for a multitude of clients, to demonstrate our experience as a Construction Manager as Agent, we will use one client to tell our story. The Retirement Systems of Alabama is the most active and sought after CMA client in our state. This client has sampled the many Contractors in our state and has chosen Doster because of our unique approach. Over twenty years, the RSA relationship has been continuous, and we have used numerous strategies for packaging the work. These projects have required both implementation of our general philosophy and custom applications toward procuring the trades necessary to complete the work.

Our general philosophy is to break out packages so that trades are performing work that is customary in a manner that expedites the completion. We also focus on adding packages for work that requires a specialty contractor. It is more work, but we feel it is our duty to keep packages separate where an expertise synergy exists. For example, The Retirement Systems of Alabama wanted a sophisticated Colorkinetics package to illuminate the moon pie drop on their most recent mobile project. Our electrician did not have experience with the product, so we contracted directly with a specialty lighting contractor who was very knowledgeable about the product. We felt that putting this subcontractor under the electrician would have added a layer of cost for the owner without a layer of value.

Doster believes in setting the expectations for subcontractors and suppliers early with sufficient detail to make sure the mission is clear. We know the value of scope review meetings with all team members. We lead in plan review and hold consistent and productive meetings to plan the work, administer the packages, and organize the project documents. We understand that the packaging of these projects affects the workflow for the design team. Therefore, we are pragmatic in our approach to breaking up packages. We do not create more packages which could lead to design confusion when they are not warranted.

The overall schedule, weather and time of year, material cost volatility, owner selections and design progress all affect the package and design strategy. Unknowns also affect the strategy. Many times, the end user of the project is unknown at inception, but the structure needs to be built. Bid packages and strong preconstruction services allow for decisions to be made while work progresses on the project. Sometimes risk, such as the site and budgetary constraints, develop a bid package strategy. On the Ross Bridge project, we wanted to see what the site development cost would be prior to developing a FFE package. Fortunately, site costs were under budget, so certain amenities were added to the project.

Our approach is to have the same attitude towards responsibility as if we were the general contractor. This means to the City of Vestavia that we will make sure that the potential pitfalls are avoided on the project. You will not be blindsided by trades pointing fingers because "the power was not on in time; conditioned air was not available or millwork not ready to install." We will address these items as a team early, document a plan, and show leadership to meet the project goals.

RELEVANT EXPERIENCE

2 *References: Provide client reference contact information for the project examples, as well as any other applicable references.*

1)

Dr. David Bronner
Chief Executive Officer
The Retirement Systems of Alabama
201 South Union Street
Montgomery, Alabama 36104
(334) 242-5718

2)

Mr. Steve Timms
Director of Construction and Development
The Retirement Systems of Alabama
201 South Union Street
Montgomery, Alabama 36104
(334) 517-7216

3)

Mr. Jim Buckalew
PCH, Inc. an affiliate of
The Retirement Systems of Alabama
201 South Union Street
Montgomery, Alabama 36104
(334) 481-5200

"

What makes Doster Construction professional is their all-around execution. Their projects are well coordinated. They have a great communication process and do a good job of explaining project details. They consistently provide a weekly report and close their projects out efficiently.

Steve Timms
RSA Shoals Pavilion

"

SECTION C

GENERAL APPROACH

The City has a preference for using the Construction Manager as Agent concept with Multiple Prime Bidding packages. However, if you have any other strategies to propose for consideration please explain in specific detail.

1 *Describe your general approach to this project.*

OUR PLAN FOR PROVIDING CONSTRUCTION MANAGEMENT SERVICES

Doster agrees with the City of Vestavia Hills in its preference to deliver this project under the Construction Manager as an Agent concept using Multiple Prime Contractors. Part D will explain our specific approach to your project, but we feel it is important to speak to the fundamentals of how we approach any of our Construction Management projects. These core traits have allowed us to excel on all our project types and are unique in our industry. Below are seven foundational principles that our teams bring to the project. Most of these ideologies are not spelled out in a contract but are conditions we feel are necessary for successful relationships.

- Partnering early with Team and understanding everyone's strengths, goals & needs
- Communicate Early and Often
- Lead by example through Hard Work, Preparedness & Intensity
- Look out for others on the Team
- Operate with humility and show respect for everyone on the team
- Expect excellence & performance from all team members
- Share the community's excitement and finish strong

We feel this delivery brings our organization in at its greatest altitude. We embrace the opportunity to enter a professional services arena where we are expected to provide great value, leadership, and direction for a project. Our approach is to not only provide perspective from our 4,300 completed projects, but also to provide a positive experience along the way. Our approach and measure of success will be the letter of recommendation from the City of Vestavia.

ADVANTAGES TO CONSTRUCTION MANAGEMENT

We agree with the proposed delivery and provide the comparison below to emphasize the strengths of this delivery system for Vestavia Hills.

PROJECT DELIVERY COMPARISON

PRECONSTRUCTION PHASE	CONSTRUCTION MANAGEMENT	TRADITIONAL BID APPROACH
Conceptual estimate based on very early design	Yes	No
Additional estimates throughout design to control budget	Yes	No
Develop an effective plan for the construction activities of the project	Yes	No
Introduction and evaluation of cost saving alternatives during design	Yes	No
Constructability analysis during design to reduce cost and/or time	Yes	No
Owner saves on costly rework of plans on an over-budget project	Yes	No
Project scheduling to integrate design/revit and construction activities	Yes	No
Project team evaluates fast track construction options	Yes	No
Provide owner guaranteed maximum price prior to completion of construction documents	Yes	No
Expedite construction by early release of long lead time materials	Yes	No
Contractor's fee negotiated in advance	Yes	No
BID PHASE	**CONSTRUCTION MANAGEMENT**	**TRADITIONAL BID APPROACH**
Encourage the utilization of local labor & subcontractors	Yes	No
Competitive bidding of subcontractors and vendors comprises 85-90% of project cost	Yes	Yes
Only prequalified trade contractors are invited to compete on bid packages	Yes	No
Open book review of bids with owner prior to award	Yes	No
Owner review of contractor's overhead & profit	Yes	No
Contractor can increase profits by shopping subcontractor bids	No	Yes
CONSTRUCTION PHASE		
Early completion date can be achieved due to team approach	Yes	No
Minimizes change orders	Yes	No
Owner participation in project savings	Yes	No
Process encourages relationship of trust between owner / designer / contractor	Yes	No
Open book accounting	Yes	

GENERAL APPROACH

OUR PHILOSOPHY

We know that this will be a transformational project for the City of Vestavia Hills. We welcome the opportunity to be a servant leader and help chart history as this project transitions from concept to reality. Our organization has many key employees who live in the City of Vestavia. This project will obviously be a huge priority for our organization as it literally hits very close to home on many fronts.

This is a local project that falls within our ideal sweet spot. It will command an extremely strong team that we will outline in a later section. We do not hide behind the "agency" contractual language when a problem arises. Although the contracts are held by the owner, we treat each one as if they were direct with us and give it the same intensity as any other procurement method. Our philosophy on bid packages is to minimize the owner's risk, cost, and overall time frame through a strategic packaging of bids. We do not agree with sole source or single prime packaging as we feel the owner is paying for some level of supervision twice.

WE ARE DIFFERENT IN OUR CONSTRUCTION MANAGEMENT SERVICES

One unique difference in our approach stems from our facility management experience. Doster has embraced the philosophy of "Beginning with the End in Mind". We know that the end user will have to maintain the facilities we build for decades after we are gone therefore, we spend a considerable amount of time reviewing the design, not only for constructability but also for accessibility of the maintenance personnel that will follow us. We feel that more time planning for how the facility will be used and maintained after completion will lead to a building that lasts and functions as efficiently as possible.

Doster Construction has adopted several technical tools to improve the quality of our work. One being the use of Building Information Technology in a manner that is very different from its competitors in the Southeast. In fact, we are training other design firms in Revit and are managing other contractor models for accuracy. Our Building Information Modeling Group (BIM) uses this 3-D technology to detect conflicts in building systems to eliminate rework that can cause delays and/or unnecessary costs. Another service we provide is the use of laser scanning to create accurate models of existing conditions, which will be very beneficial in the renovation of the Liberty Park Fire Station.

It is very important for us to capture the team's collective capital in terms of information and create a platform for its use during both planning and construction and to maintain the facility. Our success stems from our perspective to drive value and efficiency through the project and ultimately give our owners information rich deliverables upon completion. The light came on when our organization began to use this technology for the benefit of our clients. Conversely, the market continues to use this technology solely for coordination, estimating and marketing reasons. While there are some inherent benefits to owners, most benefits are realized by the contractors during construction. We feel it is important in any partnership to understand the goals and obstacles of all constituents.

LEADERSHIP & INNOVATION

We understand what the design team is going through because of our extensive background in CM as Agent, design/build, and design/assist projects. We view our designers as partners and, in any partnership, you have to hold each other accountable which means pushing the design team to provide accurate documents, respond to requests for information, and process submittals all in a timely manner. Respectively, we demand that our trade package contractors perform their work per our schedule, with utmost quality, all while achieving the highest standards of safety.

The goal of the group is to reduce waste, reduce project costs, improve efficiency during construction, and be the kind of partner our client wants to work with again. We will be applying our unique strengths to improve the process and the result for the City of Vestavia Hills.

At The Children's Hospital of Alabama, the owner wanted to manage every aspect of the campus using BIM and BIM enabled Facility Management Software. For that owner, the efficiency gained was huge by applying standardization to everything they did to maintain their facilities. To the City of Vestavia Hills, it could mean linking all the close out data

and preventive maintenance schedules or capital renewal schedules to the model to ensure it is available and accurate. The key to our general construction management approach is that we are listening to the needs of our owners and our culture is to be a “value driven” leader along the way. We use technology, we use experience, we use process, and we use hard work to deliver an unmatched approach to Construction Management.

SECTION D

SPECIFIC APPROACH

Describe your specific approach and provide examples from your past or present projects to:

1 *Preconstruction Services:*
a. Scheduling

It is in the preconstruction phase that the success of a project like the City of Vestavia Hills SHAC/Liberty Park/Pine Ridge Master Plan Implementation is often forged. The goals and objectives of all stakeholders can be woven into the fabric of the construction phase to ensure the "win-win" for all involved. Our preconstruction services include review and analysis of project requirements, subcontractor solicitation and qualification review, maximizing participation for competitive pricing, compiling the project estimate and leading the charge to ensure the Owner's goals are accomplished by the eventual project plan.

Doster's approach to preconstruction involves utilizing key personnel from its operations (project managers and superintendents) to assist with scrubbing documents, commenting on constructability, optimizing schedule sequences and suggesting efficient options. Our commitment is that we will be good stewards with the resources that we've been entrusted with. We know our valued clients do not like surprises when it comes to time and dollars. That's why we work hard to communicate effectively, be transparent, and make sure the client always knows what we know.

The following approach describes the various activities that Doster sees as integral to developing and maintaining the schedule during preconstruction and identifying critical success factors for the project. It is during the preconstruction period that the road map is set up for the project.

PLANNING

- Consult with the owner to develop responsibilities of the Owner, Doster, and the Architect.
- Prepare feasibility study in early stages as to potential cost and time for performance.
- Consult with, advise, assist and make recommendations to the owner and the architect on all aspects of planning for the project construction.
- Advise the owner of the need for inspections and testing, if required, procure and manage these functions. Advise onsite use and improvements, selection of materials, building systems and equipment.
- In cooperation with the architect, establish and implement procedures to be followed for expediting and processing all shop drawings, catalogs, and other project data.
- Develop the Revit Structure alongside the architect to maximize efficiency.
- Coordinate the level of detail and establish a BIM execution plan that determines goals for the project.
- Be responsible for the establishment of effective programs relating to safety, jobsite records, and progress reports.

- Recommend for purchase and expedite the procurement of items with long lead times to ensure their delivery by the required dates.
- Implement prequalification procedures, garner interest from the subcontractor community, and begin to scope, in detail, subcontractor quotes

SCHEDULING AND PHASING

- Develop an initial Master Schedule that coordinates and integrates the architect's design efforts with the owner's requirements, and Doster's construction activities. Establish time for key decisions to be made and for city related plan review.
- Develop a matrix that develops any owner furnish/ contractor install type items or any FFE activities. Establish a duration for furniture move in and include in overall schedule.
- Establish an optimum delivery plan which will affect bid packaging and early bid packages. This could include an early release package for building demolition and foundation
- Establish the overall duration of the project and identify those activities that are most critical.
- Analyze the effects of proposed construction alternates.
- Prepare schedules for inclusion in the bid documents for controlling duration and sequencing of each subcontractor's work in coordination with the owner's requirements.
- Coordinate with the architect from the beginning of final design through construction completion to ensure that necessary department moves are in accordance with the owner's requirements.

See schedule example provided via email with OneDrive Link.

b. Constructability Reviews

During the preconstruction period, particularly early on in design, we will provide constructability analysis of the project. This can help with the vetting process by reviewing documents to determine if there are built-in problems, flaws that may impede construction, or factors that may cause impacts to any stakeholder in terms of time, cost, or quality. This is a structured review of documents to make certain that the work requirements are clear, the documents are coordinated, and that they assist the contractor in bidding, construction and project administration to result in reduced impacts on the project. This is a good time for the team to add notes related to the packaging of the project, so the scope of the work is clear. We plan to provide a constructability review of major milestones or deliverables on this project, which will include the four major deliverables outlined in the RFP.

In concert with constructability, a value analysis process will accompany progress estimates. It will be at this time that other ideas are circled around the table if they provide a cost value or performance value for the project. Life cycle costs will be evaluated for equipment, and other sustainable principles will be investigated.

c. Collaboration with Design Team to complement their supervision and responsibilities of the design and construction documents phases. Provide data and suggestions to Design Tearn to help them design to the construction budget

In early budget meetings, we would like to include all members of the Architectural & Engineering Team to thoroughly review the scope and understand the systems in the building. While we are pricing the facility, instead of including extra money due to uncertainty in preliminary drawings, we are quick to pick up the phone and ask questions from the designers to make sure that we understand their intent. If during these early analyses, we find that the budget is escalating, we quickly assemble the team to analyze where pricing is out of alignment and develop a strategy for alternates so that we can all maintain control of the project.

As evidenced in earlier examples, we enjoy this collaboration and prefer to be sitting at the table as the program starts. In addition to the cost support discussed in the next section, Doster provides a partnership and sounding board during design development. We are exposed to many different firms who give us a perspective on systems and materials to be used on our projects. Our Preconstruction Manager will organize and communicate not only cost feedback, but suggestions and constructability comparisons during this phase. We look both internally and to the subcontractor market for input

to pass along and incorporate into the project. We will also monitor changes in the drawings and scrub the documents from a construction perspective. We want very tight and clear documents to build, and we understand that it is a group effort to develop the packages and subsequent drawings.

2 *Cost Estimating:*

a. The Construction Manager will be responsible for cost estimating during the design phase, with minimum reviews at SD, DD, 50% CD, and 90% CD as the project design progresses.

Cost estimating is a core element of a successful preconstruction effort. The luxury of building a diverse portfolio in our local area allows us to compile vast amounts of historical data pertinent to a project. This quick ability to deliver relevant and timely costs allows our team to start with a good forecast for the overall project budget. Our approach to measuring and communicating the budget is vital so that we have an accurate roadmap looking back to determine our final product. Each subsequent delivery will always include prior information from other phases and be contrasted with the agreed budget and the other estimates. *See Cost Comparison example provided via email with OneDrive Link.*

b. Describe your approach and proposed frequency and number of estimates of construction costs and all indirect costs required for the program.

Our approach and frequency of estimates will be dictated by the goals of this project and particularly the information we gather during the process. We agree with the proposed milestones such as the SD, DD, 50% CD and 90% CD as outlined in the Request for Proposal to deliver budget updates, value analysis updates, constructability information and schedule impacts. However, we have found that a preconstruction process is a more fluid exchange of information and communication is the key. We would insist on a normal meeting schedule amongst the team to review status and discuss the near-term design schedule. The reason for these meetings is to answer and provide input on any questions, comparisons or rising needs from the owner or the design team. In addition to these meetings, we would expect weekly correspondence and information exchange between representatives of the owner, designer, and construction manager (the Team). It would be during this time that long lead items and packaging of parts of the project would be determined.

c. It will be the responsibility of the Construction Manager to work with the City and design team to review product and system options at each phase of design to help determine the best decision for each. Cost studies of options will be required as part of this process. Explain how this information is used

We estimate, purchase and install systems and materials daily in our normal operations. We will have ideas relevant to history and will add those value additive suggestions during the process. As a team, we are looking for one hundred-year solutions, so cost studies are a part of this process.

We have the capabilities to use our BIM and estimating groups to quickly quantify material quantities and compare different systems and products. We can support the design effort with modeling and visualization if needed to communicate our findings. Our history of Construction Management work has allowed us to work alongside design teams through the project life cycle. This perspective has improved our approach as we have a much better understanding of what designers face and the obstacles to developing and administering a construction project. We are not following a prescriptive process of only providing responses, rather, we take a leadership approach to helping a team solve problems by providing solutions or information from which a decision may be made.

3 *Bid Packaging & Prequalification:*

a. Describe your approach for the anticipated number of trade contractor packages and why, There is not a magic number and the final determination of packages will be made with the City once a Construction Manager is selected and the design progresses.

Our approach to bid packaging begins with a thorough evaluation of the project's size, scope, and complexity. Typically, our plan anticipates breaking down packages to each individual trade. However, due to the size and scope of the projects some trades can and should be combined to promote additional engagement of qualified subcontractors and/or General Contractors. This allows us to maintain competitive bidding, foster specialization, and encourage participation from local and regional trade contractors. Our goal is to balance efficiency with cost control, ensuring that each package is clearly defined and aligned with market capabilities and project phasing.

b. At this preliminary stage describe why your proposed preliminary strategy and number of packages would be most successful and effective for this project.

At this preliminary stage, our strategy focuses on aligning bid packages with logical trade divisions and project phases. By creating clearly defined scopes for major disciplines—such as sitework, structural, MEP systems, finishes, and specialty contractors—we can attract qualified bidders and reduce risk through focused accountability. This approach is particularly effective because it allows us to match package size and complexity with the capacity of the local contractor market, increasing competitiveness and achieving better pricing. It also supports phased construction and early procurement of long-lead items. Ultimately, this strategy provides flexibility, enhances schedule control, and supports a collaborative project delivery with the city. An example of this would be to work with the Civil Engineer on the Roadway Infrastructure Project to design mass grading for the Police and Maintenance Building Projects in advance of the projects starting in 2027.

c. How do you define the scopes of multiple bid packages. How do you avoid double ups or gaps?

We define the scopes of multiple bid packages through a meticulous coordination process involving the design documents, early constructability reviews, and our in-house trade expertise. Each scope is developed to be complete, with clear boundaries and interface responsibilities, to ensure all work is accounted for without redundancy. We conduct scope review workshops in house and share scopes with the Owner and Architect for review during preconstruction and require cross-referencing of scopes to identify any overlaps or gaps. Bid forms and scope sheets are detailed and standardized across packages to promote clarity and avoid ambiguity. This process ensures accountability, reduces change order risk, and sets clear expectations from the outset. *See Trade Package example provided via email with OneDrive Link.*

d. There are potential pitfalls with any strategy, openly describe pros and cons of your strategy compared to others.

Every bid strategy has trade-offs. A higher number of smaller packages promotes competition and allows for more direct control, but it also increases coordination effort and administrative oversight. Conversely, fewer, larger packages can reduce management complexity but may limit bidding competition and drive-up costs due to bundling. Our strategy, which strikes a balance between the two, is not without challenges—it requires disciplined management and precise documentation—but it offers greater cost transparency and flexibility. Compared to traditional general contractor or design-bid-build approaches, our method enhances adaptability and fosters better alignment between budget, scope, and project goals.

With municipal projects it is always best to attract local trade partners to promote the sense of community. However, during a project's lifespan local market conditions can change and limit the amount of local trade partners that are able to participate in the project. Doster's status as a regional contractor allows us to reach outside the local market for additional trade partners if required to ensure competitive competition.

e. The Construction Manager will be responsible for prequalifying potential bidders for each package.

As Construction Manager, we take full responsibility for prequalifying potential bidders for each package. Our process includes evaluating contractors based on financial stability, bonding capacity, past performance, safety record, and relevant experience with similar projects. Doster uses TradeTapp, an Autodesk tool for prequalification. It analyzes financial and safety risks based on desired criteria. Only those who meet clearly defined criteria will be invited to bid, ensuring that all selected contractors can deliver high-quality work on time and within budget, ultimately protecting the city's interests throughout the project.

4 *Contractor Management:*

a. Describe your approach to managing multiple contractors on a jobsite to ensure quality, maintain the schedule and foster positive relationships between all parties.

Our approach to managing multiple contractors on a jobsite center on proactive coordination, clear communication, and strong leadership. We implement a structured site management plan that defines clear zones of work, access routes, and schedules to avoid interference between trades. Weekly schedule and coordination meetings are held with all trade partners to review progress, resolve conflicts, and reinforce

quality and safety expectations. Our on-site superintendent and project management team monitor daily activities, ensuring contractors adhere to the plans and schedule. We prioritize relationship-building through respectful, transparent communication, treating all parties as partners in the project's success. This collaborative environment fosters trust, mitigates disputes, and keeps everyone aligned with the city's goals.

b. What project management system do you recommend for this program? How would it benefit the City of Vestavia Hills?

Doster utilizes Procore for its project management system. Procore provides a centralized platform for document management, scheduling, submittals, RFIs, field observations, change orders, and daily logs. Its transparency and accessibility allow the City of Vestavia Hills, the Design Team, and contractors to access real-time project information from anywhere, improving decision-making and accountability. It streamlines communication, reduces paperwork, and offers valuable reporting tools to track progress, budget status, and quality control. The system also supports audit trails, which are essential for managing multiple contractors and maintaining compliance.

c. Describe your approach to reducing or eliminating potential Contractor arguments concerning scope and responsibility between packages.

To reduce or eliminate contractor disputes regarding scope and responsibilities, we begin with a well-defined bid packaging strategy and detailed scopes of work, which are reviewed collaboratively with the Design Team. Prior to construction, we facilitate scope review meetings with each trade contractor to ensure mutual understanding of responsibilities and interface points. Any potential overlaps or gaps are addressed before contracts are executed. Once work begins, we continue to manage scope clarity through regular coordination meetings and careful documentation. By maintaining open communication and a firm but fair approach to resolving questions early, we prevent misunderstandings from escalating into disputes.

d. Describe how your approach would accomplish the best overall value to the City of Vestavia Hills. Provide example(s) with data to illustrate the cost and schedule benefits of your approach.

Our approach consistently delivers high value by focusing on early planning, efficient phasing, and risk mitigation. For example, Doster was able to work with the Shoals Economic Development Authority (SEDA) to save them $2.5 million on their overall budget by strategically packaging scopes that fit the needs of the local contractor market. By actively managing contractor coordination, we minimized downtime and prevented rework. The City of Vestavia Hills would benefit similarly from our emphasis on proactive planning, transparent cost tracking, and continuous evaluation of constructability and value-engineering options throughout the project.

e. Describe your process for accomplishing substantial completion and final completion. What is your role as CMa and what role does the Design Team serve.

Our process for achieving substantial and final completion is systematic and collaborative. As Construction Manager Agent (CMa), we schedule and oversee inspections, initiate the process of punch list generation and resolution in collaboration with the Design Team and Owner, and ensure that all deliverables—including warranties, O&M manuals, and as-builts—are submitted in a timely manner. We coordinate with the Design Team to verify that all design requirements have been met and that deficiencies are corrected before recommending substantial completion. The Design Team's role is to confirm compliance with design intent, perform final inspections, and certify completion. Our role is to coordinate all parties, document progress, and ensure a smooth and timely turnover that meets the city's operational needs and expectations.

5 *Communications and Progress Reporting*

a. Describe your process of communicating to Owner in each phase of the Program.

Effective and transparent communication with the Owner is a cornerstone of our project management approach, and our communication strategy is tailored to each phase of the program to ensure clarity, responsiveness, and alignment. During the design phase, we conduct regular coordination meetings—typically bi-weekly—with the Owner and Design Team to review progress, address design considerations,

and confirm that the evolving plans align with the city's goals. Detailed meeting minutes and action items are shared promptly to maintain accountability. In the bidding phase, our communication focuses on providing updates about bid packaging, contractor outreach, and procurement schedules, with weekly status reports to keep the Owner informed and involved in key decisions. During construction, we establish a consistent cadence of weekly on-site progress meetings, supplemented by written reports that cover schedule updates, budget status, safety metrics, change orders, and any emerging issues. These updates are paired with photo documentation and three-week look-ahead schedules. In the closeout phase, communication shifts toward completion tracking, punch list progress, and turnover coordination. Final reports and documentation are shared in a well-organized, easy-to-navigate format. Throughout all phases, we ensure open lines of communication and quick response times, fostering a collaborative and transparent partnership with the Owner. *See Progress Report example provided via email with OneDrive Link.*

SECTION E

STAFFING & ORGANIZATION

1 *Staffing:*
a. General: Describe how the project will be staffed through each phase (design, bidding, construction, closeout).

The project will be staffed with a dedicated team that adapts in size and composition according to the needs of each phase: design, bidding, construction, and closeout. During the design phase, key personnel will include a project director, senior project manager, preconstruction manager, and assistant project manager. During the preconstruction phase, the team will shift focus to include cost estimators, and preconstruction managers . During construction, staffing will increase to accommodate a full-time site senior superintendent, quality control, and assistant project manager, assistant project manager, all supported by the senior project manager and project director. In the closeout phase, staffing will taper, focusing on punch list coordination, final inspections, and documentation, led by the senior project manager with support from the assistant project manager and document control staff. Throughout all phases, there will be continuity in project leadership to ensure consistent and efficient delivery.

b. By Phase: Understanding that each phase may not require the same number of staff, specifically describe the number of staff envisioned for each phase of work (design, bidding, construction, closeout), and how they will be organized. Provide an example from a multi-phase and multiple contractor program.

During the design phase, the team will consist of approximately 4-5 key individuals: a project director, senior project manager, assistant project manager, and preconstruction manager. In the bidding phase, the team size reduces slightly to around 3-4 members focused on procurement and contract development, led by the project director and senior project manager and supported by a contract specialist and preconstruction manager. In the construction phase, the team expands to about 6-8 full-time staff members including a dedicated on-site senior superintendent, assistant project manager, and administrative support. The senior project manager and project director maintain oversight. In the closeout phase, staffing is reduced to 2-3 individuals concentrating on final documentation, inspections, and warranty handovers. For example, in a recent multi-phase school modernization project involving several general contractors working in overlapping sequences, the team was scaled dynamically. During the construction of the first phase, we maintained a full construction staff on-site while simultaneously ramping up the design team for the second phase, ensuring seamless transition and continuity.

c. Construction: Describe your staff quantity and roles during the construction phase, and who will be devoted on-site. What level of experience and training is required for your staff?

During the construction phase, we deploy a robust team that includes a full-time on-site senior superintendent responsible for daily coordination and execution, quality control, and safety. On site superintendents will be added during times when projects overlap. This team is overseen by a senior project manager and supported by the APM/PE and administrative staff as needed. Our on-site personnel possess significant industry experience—senior superintendents typically have 20+ years of field experience, APM/PE's have at least 5 years with formal construction management training, and all staff are required to hold OSHA 30 certifications at a minimum. Ongoing training in areas such as risk management, updated building codes, and project software ensures our team remains qualified and effective throughout the project lifecycle.

2 *Key Personnel:*
A successful team relationship is key to the City. Describe who will be fully devoted to this project as the primary (and secondary, etc) contact on a daily/weekly basis with the City and Design Team, throughout all phases of the project. If there are changes in key staff envisioned in your approach between phases of the project, please describe your strategy.

A strong and consistent team relationship is essential to the success of this project, and we are committed to providing dedicated key personnel throughout all phases. The key personnel that will be a part of the entire project from schematic design through closeout will be the project director, senior project manager, and APM/PE with the senior project manager being the primary point of contact for the city and Design Team. This individual will serve as the daily liaison, ensuring clear communication, timely decision-making, and effective coordination with all stakeholders. Supporting the senior project manager will be the APM/PE, who will serve as the secondary contact and provide coverage during absences. The project director will oversee the entire team throughout the project, working closely and maintaining regular weekly communication with the city. In addition, the operations manager will serve as additional support and oversight for all aspects of the project. If any changes in key staff are necessary between project phases, we will ensure a smooth transition through overlapping responsibilities, thorough knowledge transfer, and clear documentation. Our strategy is to maintain continuity in leadership while scaling support staff based on phase-specific needs, ensuring the city always has knowledgeable and accessible contacts throughout the entire project lifecycle.

3 *Resumes: Provide for all key personnel, including Preconstruction Manager, Estimator, Project Manager, Field Superintendent Explain why each person is proposed for this project and indicate which personnel have previously worked together.*

Please see **Resumes** on the following pages.

PROPOSED TEAM

VESTAVIA HILLS

ALAN CHANDLER
Executive Vice President
**Vestavia resident*

JIM DAVIS
Operations Manager

BRIAN CORLEY
Project Director
**Vestavia resident*

GREG LAMBERT
Director of Preconstruction Services

HAYDEN DUMESTRE
Senior Project Manager

ANDY COX
Senior Superintendent

BILL TOMLIN
Director of Preconstruction Services
**Vestavia resident*

BENNETT CULVER
Project Engineer

Superintendents (As Needed)

RICHARD BARR
Director of Construction Support Services

MICHAEL STUDDS
Director of QA/QC

SHAUN ERICSON
Virtual Design & Construction Manager

ADAM BALLEW
Corporate Safety Director

COBEY EVERETT
Vice President of Field Operations

EXECUTIVE | PRECONSTRUCTION | CONSTRUCTION | SUPPORT STAFF

In addition to several proposed team members who reside in the City of Vestavia, the following is a list of other Doster employees who are also Vestavia residents.

Richard Barr, Director of Construction Support Services
Michael Booth, Senior Vice President / Division Manager
Andrew Cross, Project Engineer
Pete Dazzio, Project Engineer
Allan Dedman, Chief Operating Officer
Jack Graffeo, Assistant Project Manager
Parker Hershey, Assistant Project Manager
Brad Mitchell, Healthcare Operations Manager
Cheryl Rogers, Senior Contract Administrator

PROPOSED TEAM

Alan Chandler, Executive Vice President

A long-time Vestavia Hills resident, Alan Chandler brings over three decades of construction experience and a deep understanding of the local community to the project. As Executive Vice President, Alan will provide executive oversight and strategic guidance, ensuring Doster's efforts are aligned with the city's vision for this transformative initiative. His background across healthcare, industrial, and multifamily markets gives him a well-rounded perspective on managing large, multi-facility projects like this one. Alan's commitment to delivering long-term value and his familiarity with Vestavia Hills uniquely position him to support the city as a trusted partner throughout the life of this program..

Jim Davis, Operations Manager

With 24 years in the construction industry and a decade at Doster, Jim Davis will serve as a key operational leader on this project. His role will involve strategic direction and oversight across all components of the program—from the Eastside Police Operations Facility to the renovation of Fire Station #4. Jim's leadership ensures that project teams are properly resourced and aligned with the city's goals. His experience managing complex, multi-site developments will be instrumental in maintaining schedule integrity and quality standards while fostering strong collaboration between the city, design teams, and subcontractors.

Brian Corley, Project Director

A Vestavia Hills resident with 22 years of construction experience, Brian Corley will serve as the point of contact for overall project execution. Brian's proven ability to manage multiple, concurrent projects makes him ideally suited for this diverse and phased development program. He will be responsible for budget and schedule adherence across the full project portfolio while building strong relationships with City stakeholders, community members, and design professionals. Brian's vested interest in the outcomes —as both a professional and a resident—ensures that the city receives the highest level of commitment and care. Brian's 15 plus years managing the CM(a) delivery for RSA will provide incredible value on this project.

Greg Lambert, Director of Preconstruction Services

Greg Lambert, also a Vestavia Hills resident, will lead the preconstruction effort, working closely with the city and design team to set each project up for success. With 19 years in the construction industry and with Doster, Greg brings valuable experience in developing accurate budgets, detailed scopes of work, and effective procurement strategies. He will tailor subcontractor selections to fit the specific needs of each facility, from infrastructure and maintenance buildings to library and public safety facilities, ensuring a strong, qualified local trade base supports the effort.

Bill Tomlin, Director of Preconstruction Services

In tandem with Greg Lambert, Bill Tomlin will provide senior-level support and oversight into the preconstruction phase. With a comprehensive understanding of early project planning and risk management, Bill will ensure that Doster's estimates, phasing, and logistics plans align with the city's long-term goals. His role will be key in establishing project-specific execution plans that reflect the complexity and community-focused nature of the Vestavia Hills program.

Hayden Dumestre, Senior Project Manager

Hayden Dumestre will serve as Senior Project Manager, providing detailed management and coordination throughout the construction process. With 12 years in the industry Hayden has quickly demonstrated the ability to handle multifaceted responsibilities, from budget management to stakeholder communication. On this project, he will coordinate closely with subcontractors and city representatives to ensure construction progresses efficiently while minimizing disruptions to community services.

Bennett Culver, Project Engineer

As Project Engineer, Bennett Culver will play a hands-on role in supporting field operations and maintaining high quality and safety standards across all job sites. From tracking submittals and RFIs to assisting with schedule updates and

punch list management, Bennett will be integral to keep the project on track and compliant with all technical requirements. His attention to detail and proactive approach will support Doster's commitment to precision and transparency.

Andy Cox, Senior Superintendent

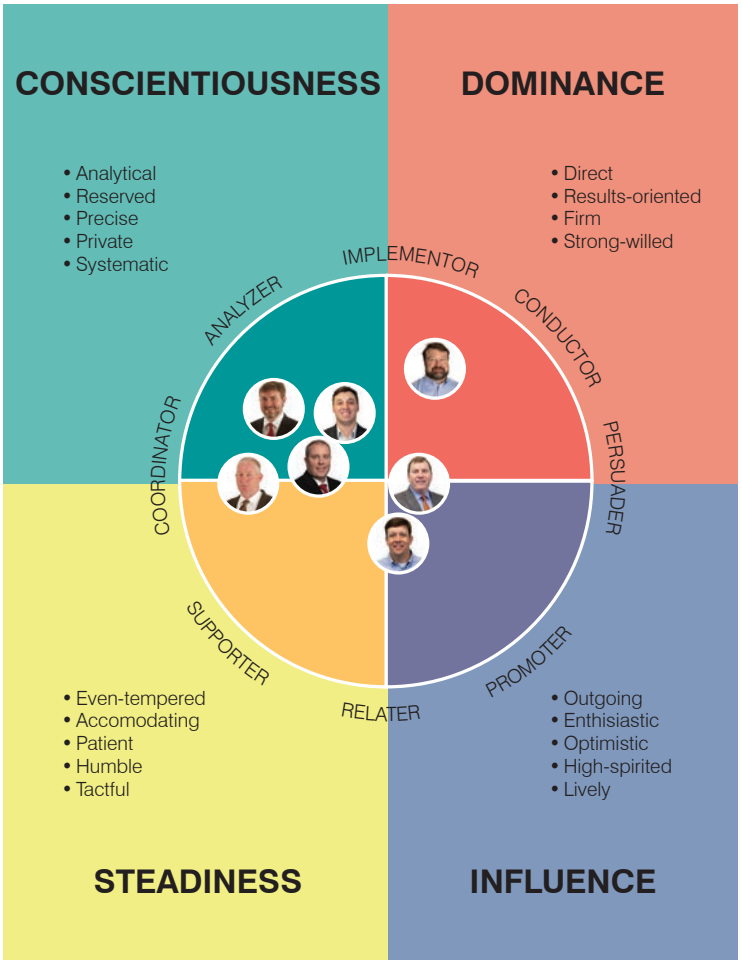
With over 30 years of experience and a proven track record managing large, complex projects, Andy Cox will serve as the Senior Superintendent overseeing construction activities in the field. Andy will be responsible for site safety, coordination of subcontractors, quality control, and schedule execution across all project components. His hands-on leadership and deep construction expertise ensure that the city's facilities are built to the highest standards and delivered with minimal disruption to the surrounding community.

> *Andy Cox (Superintendent) is the key 5-star member that really stood out on this project and made a difference. We could not have been as successful without him.*
>
> **Adam Himber**
>
> Shoals EDA Florence Warehouse & EDA Muscle Speculative Building

PROPOSED TEAM DISC ASSESSMENT

Selecting the right team is one of the keys to a successful project. When we are selected for a project, we don't just look at previous experience and availability to choose our team members. We have found that also looking at personalities and work styles is, oftentimes, the most crucial piece of the puzzle. To that end, each of our employees complete a series of questions that produce a detailed report about their personality and behavior. This DiSC behavior assessment tool centers on four different personality traits which are currently Dominance, Influence, Steadiness, and Conscientiousness.

The DiSC model provides a common language that people can use to better understand themselves and to adapt their behaviors with others within the team. We have had great success in using the model to form our project teams and have seen an increase in self-awareness, teamwork, and collaboration as a result. Not only do we use these assessments to create teams that will work best together, but our employees also receive a copy of every team member's results which has improved working relationships by recognizing individual communication needs.



JIM DAVIS

OPERATIONS MANAGER

As Operations Manager, Jim provide strategic direction and regular oversight to a group of projects and/or clients. He is responsible for guiding project/field management and working with other division/corporate executives to acquire, set-up, and execute successful projects He also functions as a key division leader and is expected to assist with development and implementation of long-term goals. Our Operations Manager manages multiple Project Directors and, as division leaders, are responsible for the recruitment and development of project management personnel.

SELECTED EXPERIENCE

Percy Julian High School
Montgomery, AL | $142M
319,000 SF new high school

Moody High School
Moody, AL | $47M
95,000 SF new high school

Benjamin Russell High School
Alexander City, AL | $99M
New 215,000 SF high school

Shoals EDA
Muscle Shoals, AL | $8M
250,000 SF warehouse

Shoals EDA
Florence, AL | $7M
150,000 SF warehouse

RSA Legends
Prattville, AL | $1M
2,750 SF patio expansion

RSA
$823,000
2025 Work Orders

RSA
$860,000
2023 Work Orders

Hanon Systems
Shorter, AL | $3M
36,313 SF expansion and renovation

R.E.A.L. Park
Tuskegee, AL
4,000,000 SF, 800-acre Macon County Industrial Park

Avondale Methodist Church
Birmingham, AL | $100,000
RMS Code Revisions

FedEx
Montgomery, AL | $35M
250,000 SF tilt-up structural steel distribution facility

Shaw Warehouse
Clinton, SC | $83,000
190,192 SF building repair

Jacksonville State University
Jacksonville, AL | $43M
105,000 SF School of Business and Industry

ThyssenKrupp
Woodstock, AL | $12M
97,224 SF Expansion & Renovation

Alabama Power
Birmingham, AL| $14M
30,000 SF Fleet Maintenance Facility

LG Solar Factory
Huntsville, AL | $8M
120,000 SF solar module assembly plant

Foundry Yards
Birmingham, AL | $42M
a 269,325 SF 268-unit apartment development and 344 space parking

EDUCATION

University of Alabama
Bachelor of Science
Geography - Natural Resources & Conservation

CERTIFICATIONS & TRAINING

Associated General Contractors, West Alabama Section

School to Career, West Alabama Chamber of Commerce

BRIAN CORLEY

PROJECT DIRECTOR

As Project Director, Brian provides overall coordination of multiple projects to ensure that projects are delivered within budget and schedule, while building and maintaining a lasting relationship with clients, owners and design team professionals. He oversees the total construction effort to ensure the project is constructed in accordance with design, budget and schedule requirements.

JACKSONVILLE STATE UNIVERSITY

RENAISSANCE MONTGOMERY HOTEL

RENAISSANCE ROSS BRIDGE GOLF RESORT AND SPA

SELECTED EXPERIENCE

Percy Julian High School
Montgomery, AL | $142M
319,000 SF new high school

Top of Alabama Regional Council of Governments(TARCOG)
Huntsville, AL | $8M
26,000 SF office building

RSA
$823,000
2025 Work Orders

RSA Legends
Prattville, AL | $12M
Renovation

Marriott Shoals Hotel and Spa
Florence, AL | $25M
Interior Renovation

RSA Legends
Prattville, AL | $2M
2,750 SF patio expansion

RSA
$860,000
2023 Work Orders

RSA
$334,000
2024 Work Orders

Avondale Methodist Church
Birmingham, AL | $100,000
RMS Code Revisions

Avondale Methodist Church
Birmingham, AL | $500,000
7,460 SF Improvement project

Encompass Health
Yuma, AZ| $171,000
Renovations to accommodate ADA accessibility

Encompass Health
Scottsdale, AZ | $700,000
Renovations to accommodate ADA accessibility

Alabama Power
Birmingham, AL| $14M
30,000 SF Fleet Maintenance Facility

Encompass Health Rehabilitation Hospital
Salisbury, MD | $4M
14-bed addition and renovation

Encompass Health Rehabilitation Hospital of Largo
Largo, FL | $400,000
ADA Renovations

Jacksonville State University
Jacksonville, AL | $43M
105,000 SF School of Business and Industry

The Container Store
Germantown, TN | $3M
19,500 SF Exterior modifications to existing retail center and interior fit-out

EDUCATION

Auburn University
Bachelor of Science
Building Construction

CERTIFICATIONS & TRAINING

CICTI Certified Healthcare Manager (CCHM)

ISO 14001

ISO 9001

OSHA 30-Hour

GREG LAMBERT

DIRECTOR OF PRECONSTRUCTION SERVICES

As Director of Preconstruction, Greg is responsible for the oversight of Doster's preconstruction department. He works closely with the Operations Team to identify a project's complexities and order of magnitude, develop an effective subcontractor list specifically tailored for each project. He also matches general condition items, staffing plans and scopes of work to the project requirements and goals.

SELECTED EXPERIENCE

HQ at Upland Park Spec Suites
Huntsville, AL | $1M
7,000 SF

Top of Alabama Regional Council of Governments(TARCOG)
Huntsville, AL | $8M
26,000 SF office building

Akima
Huntsville, AL | $4M
30,815 SF interior build out of office, training, collaboration and simulation/tech space

Blue Origin
Huntsville, AL | $350,000
3,400 SF TT&D classroom and training area

Archer Green Apartments
Augusta, GA | $43M
240-unit Apartment Development

The Watts at Hampton Cove
Huntsville, AL | $49M
336-unit Apartment Development

Novel Edgehill
Nashville, TN | $52M
270-Unit type III-A mixed-use with pre-cast garage

Eclipse
Huntsville, AL | $54M
278-unit Apartment Development

The Walcott
Jeffersonville, IN | $30M
215-unit Apartment Development

Springs at La Grange
Louisville, KY| $27M
236-unit Apartment Development

Springs at Forest Hill
Memphis, TN| $32M
296-unit Apartment Development

Sawgrass Point
Gonzales, LA | $34M
272-unit Apartment Development

Canopy at Ginter Park
Richmond, VA | $44M
301-unit Apartment Development

Peyton Stakes
Nashville, TN | $33M
249-unit Apartment Development and 332-space Parking Deck built to NAHB Green specifications in Germantown

Accent Bellevue
Nashville, TN | $31M
322 Residential Apartment Development

Southtowne PNJ Redevelopment
Pensacola, FL | $41M
Mixed Use Development includes 258-units, retail space, restaurants, offices, and a public/private parking garage

EDUCATION

Auburn University
Bachelor of Science
Agricultural Business and Economics

University of Alabama at Birmingham
Master of Engineering Degree
Construction Engineering Management

CERTIFICATIONS & TRAINING

OSHA 30-Hour

ISO 14001

ISO 9001

BILL TOMLIN

DIRECTOR OF PRECONSTRUCTION SERVICES

As Director of Preconstruction Services, Bill is responsible for the oversight of Doster's preconstruction department. He works closely with the Operations Team to identify a project's complexities and order of magnitude, develop an effective subcontractor list specifically tailored for each project. He also matches general condition items, staffing plans and scopes of work to the project requirements and goals.

SELECTED EXPERIENCE

Percy Julian High School
Montgomery, AL | $142M
319,000 SF new high school

Encompass Health
Norristown, PA | $33M
54,617 SF 50-bed hospital

Jefferson County Coroner's Office
Birmingham, AL | $25M
31,388 SF New office building, morgue and autopsy center

Encompass Health
Salisbury, MD | $650,000
Dialysis Suite

Encompass Health
Westerville, OH |$1M
Dialysis Suite

Encompass Health
Yuma, AZ | $495,000
Patient room renovations

Moody High School
Moody, AL | $47M
95,000 SF new high school

Encompass Health
Toms River, NJ
602 SF dialysis renovation

Benjamin Russell High School
Alexander City, AL | $99M
New 215,000 SF high school

SCA Mobile Surgery Center
Mobile, AL | $450,000
500 SF OR renovation

St. Marys Regional Medical Center
Russellville, AR | $600,000
539 SF CT suite renovation

R.E.A.L. Park
Tuskegee, AL
4,000,000 SF, 800-acre Macon County Industrial Park

Haines City FSER
Haines City, FL | $7M
New 10,860 SF Freestanding Emergency Department

ThyssenKrupp
Woodstock, AL | $12M
97,224 SF Expansion & Renovation

Cullman Regional Medical Center
Cullman, AL | $14M
4-Story Tower Expansion

HQ at Upland Park
Huntsville, AL | $20M
109,537 SF 4-story office building includes ground level retail and restaurant

Encompass Health Rehabilitation Hospital
Salisbury, MD | $4M
14-bed addition and renovation

EDUCATION

Auburn University
Bachelor of Science
Building Construction

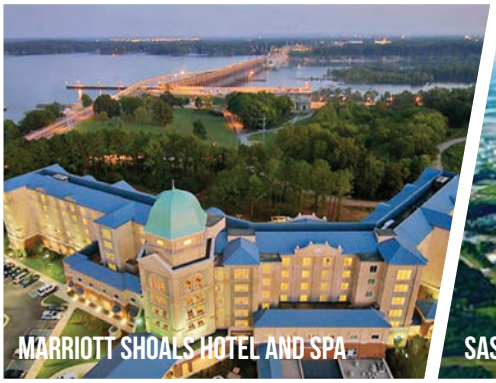
CERTIFICATIONS & TRAINING

LEED AP

HAYDEN DUMESTRE

SENIOR PROJECT MANAGER

As Senior Project Manager, Hayden provides overall management direction to multiple projects, establishes project objectives and policies, maintains liaison with architects/owners and subcontractors, and monitors and controls construction through administrative direction. His responsibilities include representation of the company in project meetings, negotiations, and strategy meetings. Hayden manages all financial and administrative aspects of the projects to protect the owner's interest.


MARRIOTT SHOALS HOTEL AND SPA

SASOL PETROCHEMICAL COMPLEX

LAFAYETTE REGIONAL AIRPORT

SELECTED EXPERIENCE

RSA
$823,000
2025 Work Orders

RSA Legends
Prattville, AL | $12M
Renovation

RSA
$860,000
2023 Work Orders

RSA
$334,000
2024 Work Orders

Marriott Shoals Hotel and Spa
Florence, AL | $25M
Interior Renovation

Belle Place Elementary School
New Iberia LA | $13M
Project manager on new ground up 76,000 SF elementary school construction project.

Sasol Petrochemical Complex
Lake Charles, LA | $354M
Assistant project manager on the Sasol petrochemical project responsible for project controls on the unit 50 ethane cracker portion of the project.

Renovations & Additions to Anderson Middle & North Street Elementary Schools
New Iberia LA | $750,000
Interior and exterior renovations

Westside Elementary Temporary Campus
Scott, LA | $804,000
Project manager on this project that had to relocate Westside Elementary to a temporary campus due to the 2016 flooding in south Louisiana.

M&A Safety Services
Houma LA | $3M
New ground up safety services building

First Apostolic Christian School & Church
Lafayette LA | $18M
New 42,000 SF K-12 school building and new 30,000 SF church building for First Apostolic Christian Church.

Lafayette Regional Airport - QTA Facility, TSA Checkpoint Expansion, & New Terminal Canopies
Lafayette LA | $5M
New ground up quick turnaround facility construction project, new walkway and baggage canopies for the new airport terminal, and TSA expansion line at the old airport terminal.

Edgar Martin Middle School - New Ten Classroom Wing Addition
Lafayette LA | $3M
New 10,000 SF multi-classroom building addition.

EDUCATION

Louisiana State University
B.S. Construction Managment, Minor Business Administration

CERTIFICATIONS & TRAINING

OSHA 30-Hour

TWIC

SIDA

CPR

BENNETT CULVER

PROJECT ENGINEER

As Project Engineer, Bennett supports the project management team by interpreting contract drawings and specifications, reviewing shop drawings for compliance, and maintaining a submittal register. He will play a key role in quality assurance by documenting progress and tracking punch list items, while also participating in safety checks and training initiatives. Additionally, He will assist in project planning, schedule management, and risk mitigation, ensuring alignment with project goals and timelines.

BUCEE'S

THE HARDWICK BUILDING

MARSHALL'S

SELECTED EXPERIENCE

Bucee's
Auburn, AL | $55M
50,000 SF one-story gas station. 120 fueling stations with underground tanks, a large canopy and concrete paving

The Hardwick Building
Birmingham, AL | $24M
60,000 SF old steel processing plant in downtown Birmingham that was renovated into office space, restaurants

Marshall's
Birmingham, AL | $2M
10,000 SF renovation of an old Staples

EDUCATION

Auburn University
Building Science

CERTIFICATIONS & TRAINING

OSHA 30-Hour

Procore Student Certification

ANDY COX

SENIOR SUPERINTENDENT

As Senior Superintendent, Andy typically manages our largest and most complex projects. Andy has the overall responsibility for field construction operations, jobsite safety, and quality control. He ensures that all work is in compliance with the contract documents and serves as Doster's contact with local building officials. Andy also determines construction methods and manpower requirements and coordinates the work of all subcontractors. He monitors the construction schedule and represents Doster in job progress meetings.

JACKSONVILLE STATE UNIVERSITY

THE REHABILITATION INSTITUTE OF OHIO

RENAISSANCE MONTGOMERY HOTEL

SELECTED EXPERIENCE

Shoals EDA
Muscle Shoals, AL | $8M
250,000 SF warehouse

Jacksonville State University
Jacksonville, AL | $43M
105,000 SF School of Business and Industry

VA Community Based Outpatient Clinic
Orangeburg, SC | $10M
23,540 SF Outpatient Clinic

The Rehabilitation Institute of Ohio
Dayton, OH | $23M
60-bed inpatient rehabilitation hospital

Carraway Methodist Medical Center
Birmingham, AL | 40 Years – $100M
Multiple construction, renovation, and addition projects for Carraway Methodist Health System

Somerby at St. Vincent's One Nineteen
Hoover, AL | $28M
208-unit, 180,000 SF Senior Living Facility

Novant Health Rehabilitation Hospital of Winston-Salem
Winston-Salem, NC | $19M
68-bed, 68,536 SF Rehabilitation Hospital

University of Alabama at Birmingham
Birmingham, AL | $800,000
Surgery Air Handler

The Legends at Capitol Hill
Prattville, AL | $3M
Renovation

Van Antwerp Building Renovation
Mobile, AL | $31M
11-story historic renovation redeveloped the building into corporate office and mixed use space

Lloyd Noland Hospital
Fairfield, AL | $100,000
Multiple Projects

Mainstreet Transitional Care Development
San Antonio, TX | $15M
78,243 SF 105-bed Transitional Care Facility

RSA BankTrust Building
Mobile, AL | $56M
311,730 SF Historic Renovation and Modernization of a 34-story circa 1965 structure into office and retail space

RSA Renaissance Montgomery Hotel, Spa and Convention Center
Montgomery, AL | $175M
300-room Hotel and Spa, Parking Garage, Convention Center and Performing Arts Theatre

CERTIFICATIONS & TRAINING

OSHA 10-Hour

OSHA 30-Hour

CPR/First Aid

ISO 14001

ISO 9001

PROPOSED TEAM

PERCY JULIAN HIGH SCHOOL

MOODY HIGH SCHOOL

BENJAMIN RUSSELL HIGH SCHOOL

RSA LEGENDS

RSA MARRIOTT SHOALS HOTEL & SPA

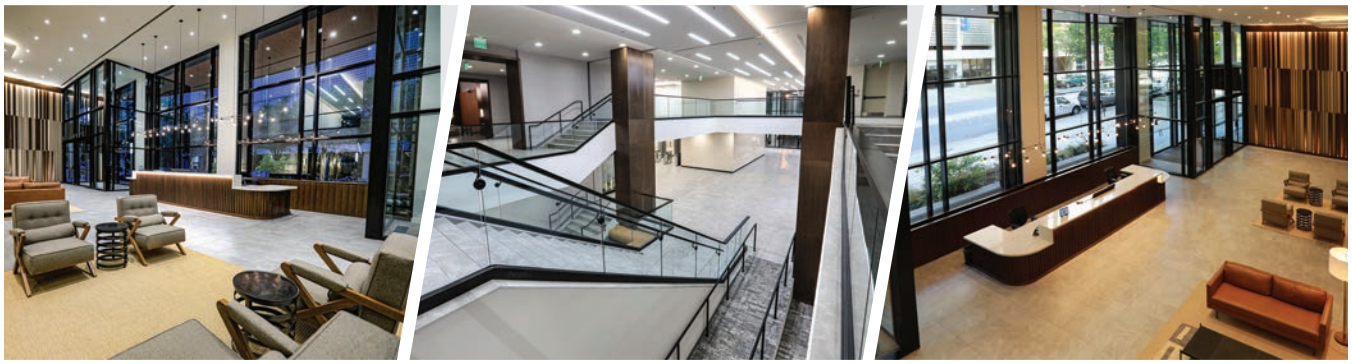
JIM DAVIS OPERATIONS MANAGER	✓	✓	✓	✓	✓
BRIAN CORLEY PROJECT DIRECTOR	✓		✓	✓	✓
BILL TOMLIN DIRECTOR OF PRECONSTRUCTION SERVICES	✓	✓	✓		
HAYDEN DUMESTRE SENIOR PROJECT MANAGER				✓	✓
ANDY COX SENIOR SUPERINTENDENT				✓	✓

15 *years*

Brian Corley and **Andy Cox** have over 15 years' experience performing CM as Agent project delivery work.

SECTION F

CONTRACT TYPE



1 *The contract types planned to be utilized by the City and construction manager will be the AIA C 132-2019 Standard Form of Agreement Between Owner and Construction Manager as Adviser and the AIA A-232-2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. There are a few unique contractual requirements for the City of Vestavia Hills that are provided in a supplement to these standard forms and provided as an exhibit to this RFP.*

Doster will execute the AIA C 132-2019 Standard Form of Agreement Between Owner and Construction Manager as Adviser and the AIA A-232-2019 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition including the supplemental contractual requirements.

2 *The City has engaged several design firms to assist with master planning, schematic design and feasibility activities. Upon the selection of a construction manager, the City intends to work collaboratively with the construction manager to finalize contracts with a design team. The intent is to utilize AIA B132-2019 Standard Form Agreement Between Owner and Architect, Construction Manager as Advisor Edition.*

Doster agrees to work collaboratively with the City of Vestavia and the design team to execute AIA B132-2019 Standard Form Agreement Between Owner and Architect, Construction Manager as Advisor Edition.

3 *The City will work with the selected company to negotiate and finalize details of each contract.*

Doster will collaborate closely with the City of Vestavia to negotiate and finalize the details of the contract.

SECTION G

FEE

The selection of a Construction Manager will not be made solely on the basis of fees as the relationship and effectiveness of all team members is of critical importance to the success of this project. The intent is to select the most qualified Construction Manager who in the opinion of the City of Vestavia Hills will provide the best overall results.

At a minimum, the following items should be included in the contents of the Fee Proposal:

Fee for pre-construction services. Estimates will be required for Programming, Schematic Design, Design Development Documents and Construction Documents for each phase of work. Coordination and leadership will be required to assist the Design Team to design within the construction program budget. Multiple cost alternatives will require evaluation. Pre-construction service fees can be proposed as lump sums, monthly fees or a combination of both.

We will cap the monthly charge at $15,512 during the preconstruction phases.

Fee for construction services.
Percent fee for the cost of the work.

1.75 %

Weekly and hourly billing rates for proposed management personnel during the construction phase to manage multiple prime contractors. Rates shall include Superintendents) and Project Managers). Rates shall be inclusive of all labor fringes, per diem, trucks, computers, etc. and applicable markups.

ROLE	HOURLY RATE	ASSUMED TIME COMMITMENT
Project Director	$203.00 per hour	Quarter Time
Senior Project Manager	$174.00 per hour	Full Time
Assistant Project Manager	$106.00 per hour	Full Time
Contract Administrator	$76.50 per hour	As Required
Accounting	$86.00 per hour	As Required
Senior Superintendent	$195.50 per hour	Full Time

Rate for Commercial Liability Insurance & Professional Liability Insurance

9% per $1,000 of construction volume “flowing through” Doster’s Books

FEE

Any other pertinent fees or rates for management software, etc.

CATEGORY	RATE / COST	DETAILS
Procore Project Management Software	1.4% per $1,000 of construction value	Project management software license and usage fees
Jobsite Communications	$1,056.25 / month	Internet, phones, video conferencing, weather station, IT equipment
Jobsite Trailer(s)	$3,158.00 / month	Trailer rental, setup & takedown, copier, furniture, supplies, postage
Utilities	Budget: $1,667.00 / month (actual costs may vary)	Temporary office power, construction power, water, sewage tank

Doster attempts to place the following General Requirement Items in the Trade Packages, however, it may be financially prudent to let Doster provide. These items will be submitted for reimbursement as a pass through with no markup.

- Architect Fees
- Builders Risks Insurance
- Construction Equipment Rental
- Construction Clean-up, Tools and Supplies
- Construction Documents
- Construction Fence
- Construction Power and Utility Company Charges
- Construction Roads and Parking
- Construction water and Utility Charges
- Dumpster Rentals and Trash Removal
- Drawing Reproduction
- Final Clean-up
- Inspection Fees
- Layout (Including Field Engineering)
- Material Hoist and Operator
- Newspaper Publishing/Advertising
- Outside Scheduling Service or Consultant
- Owner Furnished Material (Unloading/Hoisting/Security/ Storage Insurance)
- Permits and Fees
- Professional Photographs
- Plan Review Fee
- Professional Engineering
- Progressive Cleanup
- Project Signage
- Pumping and De-watering
- Royalty Fees
- Safety Rails and Safety Requirements
- Security
- Small Tools
- Temporary Heating and Fuel Requirements
- Temporary Protection
- Temporary Stairs, Ladders and Scaffolding
- Temporary Toilets
- Testing
- Total Station/Transit/Level
- Trash Chute
- Utility Company Fees and Charges
- Temporary Final Utility Charges

DOSTER

www.dosterconstruction.com

CITY OF VESTAVIA HILLS
FINANCE DEPARTMENT
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing – Ordinance Number 3284 – An Ordinance approving and adopting the final 10% of the fiscal year 2025 budgets for the City of Vestavia Hills

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Background:
The City Council of the City of Vestavia Hills, Alabama, at its regular meeting of August 26, 2024, adopted and approved Ordinance Number 3234 to adopt 90% of the General Fund budget, 90% of the Special Revenue Fund budget, 90% of the Capital Projects Fund budget, 90% of the Infrastructure and Community Spaces Fund budget, and 90% of the Debt Service Fund budget for the fiscal year 2024-2025. The City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of the aforesaid budget for the fiscal year 2024-2025.

Recommendation:
Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. FY2025 Final 10% Ordinance
2. FY2025 Budget Ordinance

ORDINANCE NUMBER 3284

AN ORDINANCE FOR APPROVAL OF THE FINAL 10% OF THE BUDGET FOR THE CITY OF VESTAVIA HILLS, ALABAMA FOR THE FISCAL YEAR 2024-2025

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, at its regular meeting of August 26, 2024, adopted and approved Ordinance Number 3234 to adopt 90% of a General Fund budget, 90% of a Special Revenue Fund budget, 90% of a Capital Projects Fund budget, 90% of an Infrastructure and Community Spaces Fund budget, and 90% of a Debt Service Fund budget for the fiscal year 2024-2025; and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, wishes to adopt the final portion (10%) of aforesaid budgets for the fiscal year 2024-2025.

Total Budget Recap

	General	Special Revenue	Capital Projects	Infrastructure & Community Spaces	Debt Service
Total Budget Approved	$73,280,541	$4,834,868	$23,653,474	$7,086,000	$7,433,510
Less 90% approved in Ord. 3234	$65,952,487	$4,351,381	$21,288,127	$6,377,400	$6,690,159
Final 10% to be approved	$ 7,328,054	$ 483,487	$ 2,365,347	$ 708,600	$ 743,351

BE IT ORDAINED, by the City Council of the City of Vestavia Hills, Alabama, that the final portion of the annual budget amounting to $7,328,054 (general funds), $483,487 (special funds), $2,365,347 (capital projects funds), $708,600 (Infrastructure and Community Spaces Fund) and $743,351 (debt service funds) for the fiscal year 2024-2025 is hereby adopted.

This Ordinance Number shall become effective upon adoption and approval and publishing/posting pursuant to Alabama law.

APPROVED and ADOPTED this the 25th day of August, 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 # 3284 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, as same appears in the official records of said City.

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

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 3234

AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AN INFRASTUCTURE AND COMMUNITY SPACES PROJECT FUND, AND A DEBT SERVICE FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2024 UNTIL SEPTEMBER 30, 2025.

WHEREAS, the City Manager has prepared and presented a "general fund budget" which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of $73,280,541 including transfers out, to be effective for the period beginning October 1, 2024, through September 30, 2025; and

WHEREAS, the City Manager has prepared a "special fund budget" for said period reflecting anticipated expenditures in the amount of $4,334,86[illegible] including transfers from the General Fund, to be effective for the period beginning October 1, 2024, through September 30, 2025; and

WHEREAS, the City Manager has prepared a "capital projects fund budget" for said period reflecting expenditures in the amount of $23,653,474 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, the City Manager has prepared an "infrastructure and community spaces fund budget" for said period reflecting expenditures in the amount of $7,086,000 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, the City Manager has prepared a "debt service fund budget" for said period reflecting expenditures in the amount of $7,433,510 to be effective for the period beginning October 1, 2024, through September 30, 2025.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or

2025 Budget

refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $65,952,487, of the municipal "general fund budget" for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $4,351,381, of the municipal "special revenue fund budget" for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $21,288,127, of the "capital project fund budget" for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $6,377,400, of the "infrastructure and community spaces project fund budget" for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $6,690,159, of the "debt service fund budget" for the City of Vestavia Hills for fiscal year 2024-2025 upon the terms, conditions and provisions set forth below; and

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

1. The municipal "general fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $65,952,487, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$73,280,541 multiplied by 90% equals
$65,952,487; and

2. The municipal "special revenue fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $4,351,381 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

2025 Budget

$4,834,868 multiplied by 90% equals
$4,351,381; and

3. The "capital projects fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $21,288,127 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$23,653,474 multiplied by 90% equals
$21,288,127; and

4. The "infrastructure and community spaces fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $6,377,400 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$7,086,000 multiplied by 90% equals
$6,377,400; and

5. The "debt service fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $6,690,159 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$7,433,510 multiplied by 90% equals
$6,690,159; and

6. The City Manager is hereby authorized to expend the sum of $65,[illegible]52,48[illegible] from the General Fund, $4,351,381 from the Special Revenue Fund, $21,288,12[illegible] from the Capital Projects Fund, $6,377,400 from the Infrastructure and Community Spaces Fund, and $6,690,159 from the Debt Service Fund for municipal expenses for the period beginning October 1, 2024, and ending September 30, 2025.

7. Copies of the budget outlines are attached hereto, marked as Exhibit "A" and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER ORDAINED, that each departmental total appropriation hereby approved by the City Council shall be utilized in all budget management activities. Departmental expenditures shall not be in excess of said departmental total appropriations

2025 Budget

without further approval of the City Council. However, line-item transfers within each department appropriation is expressly allowable upon budget adoption by the City Council with authorized approval by the City Manager upon presentation by the Department Head; and

This Ordinance shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 26th day of August, 2024.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

2025 Budget

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 # 3234 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 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the 28 day of August, 2024.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5581 - A Resolution approving an alcohol license for BBB Cahaba Heights LLC d/b/a Big Bad Breakfast for 020 - Restaurant Retail Liquor; John M. Bodnar, Dean J. Maio and John M. Currence, executives

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Background:
This is a request to transfer a liquor license from Biscuit Love to Big Bad Breakfast. The VHPD has reviewed this license.

Recommendation:
I have reviewed the available background information on the attached referenced applicant and submitted the following to the City Council:
(xx) **Application cleared by P.D.** *This indicates that there are **NO** convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol-related arrests.*
( ) **Needs further review.** *This indicates that the Police Chief has found records of some convictions of alcohol-related arrests.*

( ) **Does not recommend.** *This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrests involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol-related arrests.*

Fiscal Impact:
na

Attachments:
1. Resolution 5581
2. Executed ABC Application BBB Cahaba Heigths LLC

RESOLUTION NUMBER 5581

A RESOLUTION APPROVING ALCOHOL LICENSE FOR BBB CAHABA HEIGHTS LLC D/B/A BIG BAD BREAKFAST; JOHN M. BODNAR, DEAN J. MAIO AND JOHN M. CURRENCE, EXECUTIVES

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for BBB Cahaba Heights LLC d/b/a Big Bad Breakfast, located at 4317 Dolly Ridge Road Suite 101, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restarurant Retail Liquor; John M. Bodnar, Dean J. Maio and John M. Currence, executives.

APPROVED and ADOPTED this the 25th day of August, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

TRANSFER

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250807101138577

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** **County:**

Type License: **State:** **County:**

Trade Name: BIG BAD BREAKFAST **Filing Fee:**

Applicant: BBB CAHABA HEIGHTS LLC **Transfer Fee:** $50.00

Location Address: 4317 DOLLY RIDGE RD STE 101 VESTAVIA, AL 35243

Mailing Address: PO BOX 43581 BIRMINGHAM, AL 35243

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-191-376

Do you sell Draft Beer?:

Date Incorporated: 05/19/2025 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 05/19/2025

Federal Tax ID: 39-2214412 **Alabama State Sales Tax ID:** R012614314

Name:	Title:	Date and Place of Birth:	Residence Address:
JOHN MICHAEL BODNAR 5389373 - AL	MEMBER	11/25/1969 WEST VIRGINIA USA	4253 CALDWELL MILL ROAD MOUNTAIN BROOK, AL 35243
DEAN JOSEPH MAIO 9795487 - AL	MEMBER	07/02/1975 NEW YORK USA	47 WATERFORD PLACE TRUSSVILLE, AL 35173
JOHN MCDONALD CURRENCE 802034558 - MS	MEMBER	11/16/1964 LOUISIANA USA	1711 JOHNSON AVE OXFORD, MS 38655

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ELIZABETH TODD
Business Phone: 334-618-7218
Fax:

Home Phone: 334-618-7218
Cell Phone: 334-618-7218
E-mail: ELIZABETH@BODNARGROUP.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: BISCUIT LOVE
Applicant: BISCUIT LOVE CAHABA HEIGHTS LLC

Previous License Number(s)
License 1: 011899337
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250807101138577

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DOLLY RIDGE HOLDINGS LLC 205-458-8133
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? NO
Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3045 Display Square Footage:
Building seating capacity: 87 Does Licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 miles
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
HUGH MCGHEE MONTEITH IV	MISDEMEANOR DOMESTIC VIOLENCE CONVICTION - PLEA 05/14/2025	OXFORD MISSISSIPPI POLICE	AWAITING EXPUNGENMENT
DEAN JOSEPH MAIO	DUI AND POSSESSION OF MARIJUANA 07//02/2002	POLICE DEPARTENT OF ROCK HILL	DISMISSED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250807101138577

Initial each | **Signature page**

Initial each	
AT	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AT	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AT	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
X	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
X	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
AT	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AT	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
AT	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
AT	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Elizabeth Todd

Signature of Applicant: Elizabeth Todd

Notary Name (print): Jeffry Gordon

Notary Signature:

Commission expires:

JEFFRY B GORDON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
DECEMBER 02, 2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250807101138577

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: MULTIPLE MEMBERS OWN INTEREST IN BIG BAD BREAKFASTS, WALDO'S CHICKEN AND BEER, TAZIKIS, TACO MAC, BURNINGTREE BBQ, TRAMPLED BY TACOS, SLIM'S PIZZERIA.
License Covers: STE 101

Receipt Confirmation Page

Receipt Confirmation Number: 20250807101138577

Application Payment Confirmation Number: 111324360

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License 020	$50.00
Total Amount to be Charged	$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: **BIG BAD BREAKFAST**
Applicant Name: **BBB CAHABA HEIGHTS LLC**
Location Address: 4317 DOLLY RIDGE RD STE 101
VESTAVIA, AL 35243
Mailing Address: PO BOX 43581
BIRMINGHAM, AL 35243
Contact Person: ELIZABETH TODD
Contact Home Phone: 334-618-7218
Contact Business Phone: 334-618-7218
Contact Fax:
Contact Cell Phone: 334-618-7218
Contact Email Address:
Contact Web Address:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250807101138577

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BISCUIT LOVE CAHABA HEIGHTS LLC
Address: 4317 DOLLY RIDGE RD STE 101
VESTAVIA HILLS, AL 35243
Telephone: 615-506-3933

NEW APPLICANT:
BBB CAHABA HEIGHTS LLC
Address: PO BOX 43581
BIRMINGHAM, AL 35243
Telephone: 334-618-7218

Current License No: 011899337

LICENSED PREMISES ADDRESS: 4317 DOLLY RIDGE RD STE 101 VESTAVIA, AL 35243

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 13 day of August, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Sarah Worley
Title: Cofounder, CEO

NEW LICENSEE (APPLICANT)

Print Name: Elizabeth Todd
Title: POA

WITNESS: (By ABC Enforcement)

STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires February 28, 2027

JEFFRY B GORDON
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
DECEMBER 02, 2026

Revised 9/08

CITY OF VESTAVIA HILLS
POLICE DEPARTMENT
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Shane Ware, Police Chief

Cc: Rebecca Leavings, City Clerk

RE: Public Hearing - Resolution Number 5583 - A Resolution approving an alcohol license for Mega Dimensions Inc., d/b/a Bangkok Street Foods for 020-Restaurant Retail Liquor; Mantana Damrongsak, executive

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Background:
Bangkok Street Foods is a restaurant located on Corporate Woods Drive in Liberty Park. This request is to upgrade the restaurant to a liquor license for on-premise sales of liquor.

Recommendation:
I have reviewed the available background information on the attached referenced applicant and submit the following to the City Council:
(xx) **Application cleared by P.D.** *This indicates that there are **NO** convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol-related arrests.*
( ) **Needs further review.** *This indicates that the Police Chief has found*

records of some convictions of alcohol-related arrests.
( ) **Does not recommend.** *This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol-related arrests.*

Fiscal Impact:
na

Attachments:
1. Resolution 5583

RESOLUTION NUMBER 5583

A RESOLUTION APPROVING ALCOHOL LICENSE FOR MEGA DIMENSIONS INC., D/B/A BANGKOK STREET FOODS; MANTANA DAMRONGSAK, EXECUTIVES

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for Mega Dimensions Inc., d/b/a Bangkok Street Foods, located at 3735 Corporate Woods Drive Suite 113, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Mantana Damrongsak, executives.

APPROVED and ADOPTED this the 25th day of August, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250819083828312

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: BANGKOK STREET FOODS **Filing Fee:** $50.00

Applicant: MEGA DIMENSIONS INC **Transfer Fee:**

Location Address: 3735 CORPORATE WOODS DR STE 113 VESTAVIA, AL 35242

Mailing Address: 2772 BLACKRIDGE LANE HOOVER, AL 35244

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 001-074-797

Do you sell Draft Beer?:

Date Incorporated: 04/18/2023 **State incorporated:** AL **County Incorporated:** SHELBY

Date of Authority: 04/18/2023

Federal Tax ID: 92-3612540 **Alabama State Sales Tax ID:** R012263383

Name:	Title:	Date and Place of Birth:	Residence Address:
MANTANA DAMRONGSAK 7473974 - AL	OWNER	12/20/1969 CHIANG MAI THAILAND	2772 BLACKRIDGE LANE HOOVER, AL 35244

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JOSEPH BROWN
Business Phone: 205-790-8436
Fax:

Home Phone: 205-790-8436
Cell Phone: 205-790-8436
E-mail: BROWN7581@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: YOUR PIE
Applicant: YP LIBERTY PARK LLC

Previous License Number(s)
License 1: 010878837
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250819083828312

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: LPP II LLC 205-492-6481
What is lessors primary business? COMMERCIAL RENTAL REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Will the business require an age restriction for all patrons/customers to be 21 years of age or older? NO
Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2500 Display Square Footage:
Building seating capacity: 85 Does Licensed premises include a patio area? YES
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: Nearest church: Nearest residence: 0 miles
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250819083828312

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: B-MAP LLC (TASTE OF THAILAND) - 3321 LORNA RD STE 3, HOOVER, AL 35216
License Covers: STE 113

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Christopher Brady, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Rebecca Leavings, City Clerk

RE: Ordinance Number 3293 - An Ordinance Authorizing the Mayor and City Manager to execute a Supplemental Agreement with Gresham Smith for design of sidewalk at Highway 31 Pedestrian Bridge

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Background:
Gresham Smith has been engaged for design work associated with our Highway 31 Pedestrian Bridge at Wald Park. Throughout the long history of this project there have been various changes within the project area. Specifically during recent rebuild of facilities at Wald Park, including the new Aquatics Complex and other athletic facilities, some pre-existing sidewalk was removed as part of utility work and other construction needs. Now with our Pedestrian Bridge near completion, we would like to re-establish this pedestrian connectivity to other facilities and businesses along Highway 31. This design work will include preparation of design plans to assist in construction of sidewalk from the pedestrian bridge to near Baumhowers and Dunkin.

Recommendation:
I have reviewed the scope of work proposed and recommend approvals to proceed with this design work.

Fiscal Impact:
Fees associated with this work are estimated at $41,000. This expense is budgeted in both this current Fiscal Year and in the proposed budget for FY25-26 as a part of Pedestrian Bridge construction costs.

Attachments:
1. Ordinance 3293
2. Supplemental Agreement No 6_Waldridge Rd to Ped Bridge Sidewalk
3. SA6_Exhibit A_US 31 Sidewalk proposal_Gresham Smith
4. SA6_Exhibit A_US 31 Sidewalk proposal_Gresham Smith_Exhibit01
5. SA6_Exhibit A_US 31 Sidewalk proposal_Gresham Smith_Exhibit02

ORDINANCE NUMBER 3293

AN ORDINANCE AUTHORIZING AND DIRECTING THE APPROVAL AND ACCEPTANCE OF AN OFFER BY GRESHAM SMITH DATED JULY 10, 2025 PROPOSING TO RECONSTRUCT THE SIDEWALK ON THE WEST SIDE OF U.S. HIGHWAY 31 FROM WALDRIDGE ROAD TO THE NEW SIDEWALK AT THE WEST END OF THE NEW PEDESTRIAN BRIDGE AND TO UPDATE THE CONSTRUCTION PLANS THEREOF; TO AUTHORIZE AND DIRECT THAT THE MAYOR AND CITY MANAGER EXECUTE AND DELIVER THE SIXTH SUPPLEMENTAL AGREEMENT BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA ("CITY"), AS 'OWNER," AND GRESHAM SMITH, AS "ARCHITECT/ENGINEER," A COPY OF WHICH IS ATTACHED HERETO, MARKED AS EXHIBIT A AND INCORPORATED INTO THIS ORDINANCE NUMBER 3293 VERBATIM AS THOUGH SET OUT FULLY HEREIN; AND TO AUTHORIZE AND DIRECT THE CITY MANAGER TO TAKE SUCH OTHER, FURTHER AND ADDITIONAL ACTIONS NECESSARY FOR GRESHAM SMITH TO COMMENCE WITH THE PROFESSIONAL DESIGN, ENGINEERING AND ARCHITECTURAL SERVICES.

THIS ORDINANCE NUMBER 3293 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 25th day of August, 2025.

WITNESSETH THESE RECITALS:

WHEREAS, the City Council of the City of Vestavia Hills, Alabama decided in year 2011 that it would promote the public welfare to construct a pedestrian bridge ("bridge") over U.S. Highway 31 South at Round Hill Road as a connection between Wald Park and the Vestavia Hills Library in the Forest; and

WHEREAS, construction of the bridge will be supervised and funded in large part by the State of Alabama Department of Transportation (ALDOT) pursuant to ALDOT Project No. HPP-TAPBH-CMAQ-A104(916); and

WHEREAS, Gresham Smith & Partners, now Gresham Smith (GS), has agreed to provide the professional engineering and architectural services for the design and preparation of the construction plans for the bridge; and

WHEREAS, on July 25, 2011, the City Council approved and adopted Resolution Number 4214 authorizing and directing the execution and delivery of an Agreement between the City and Gresham Smith & Partners (GSP) for professional services and the design of the

pedestrian bridge, which Agreement was signed by the City and GSP on September 27, 2011; and

WHEREAS, on July 23, 2018, the City Council approved and adopted Ordinance Number 2777 authorizing and directing the execution and delivery of a Supplemental Agreement by and between the City and GSP for "additional design services" for the design of the pedestrian bridge, which said Supplemental Agreement was signed by the City and GSP on October 23, 2018; and

WHEREAS, on September 6, 2018, Gresham Smith & Partners (GSP) changed its name to Gresham Smith (GS); and

WHEREAS, on July 24, 2020, GS submitted to the City a proposal to perform additional utility coordination services and utility-related plan revisions for and in consideration of a fee not to exceed $35,458.00; and

WHEREAS, August 10, 2020, the City Council approved and adopted Ordinance Number 2940 that accepted the proposal to perform additional utility coordination services and utility-related plan revisions, and authorized and directed the execution and delivery of a document entitled "Supplemental Agreement Number 2 Between Owner and Architect/Engineer," which was signed by the City and GS on September 24, 2020; and

WHEREAS, on May 13, 2021, GS submitted to the City a written proposal to perform an analysis of different bridge alternatives for redesigning the proposed bridge over U.S.-31 at Wald Park for and in consideration of a fee in the amount of $42,400.00. The proposal was in letter form consisting of three pages, dated May 13, 2021, and signed by Blair Perry; and

WHEREAS, on June 14, 2021, the City Council approved and adopted Resolution Number 5327, which accepted the written letter/proposal. A copy of the proposal was attached to Resolution Number 5327; and

WHEREAS, on October 5, 2022, approved and adopted Ordinance Number 3154 which accepted the written GS submitted offer proposing Pedestrian Bridge Redesign and Construction Plans Update for and in consideration of Two Hundred Forty-six Thousand Eight Hundred Thirty Dollars ($246,830.00), the "Third Supplemental Agreement"; and

WHEREAS, on August 23, 2023, GS submitted an offer to the City proposing Pedestrian Bridge Redesign and Construction Plans Update for and in consideration of Seventy-one Thousand, Nine Hundred, Eighty-eight Dollars ($71,988), a copy of which is marked as Exhibit

A and incorporated into this Ordinance Number 3293 by reference as though set out fully therein, the "Fourth Supplemental Agreement"; and

WHEREAS, on October 1, 2024, the City approved Supplemental Agreement Number 5 for final designs on the bridge; and

WHEREAS, , the City desires, as part of this Project, to reconstruct the sidewalk on the west side of U.S. Highway 31 from Waldridge Road to the new sidewalk at the west end of the new pedestrian bridge, the Sixth Supplemental Agreement; and

WHEREAS, the City Council finds and determines that it will promote the health, safety and general welfare of the City and its citizens to accept the offer of GS dated July 10, 2025 proposing to redesign and update the construction plans for the sidewalks as described; and

WHEREAS, the City Attorney has prepared and submitted the Sixth Supplemental Agreement by and between the City and GS, a copy of which is attached hereto, marked as Exhibit One and is incorporated into this Ordinance Number 3293 verbatim by reference as though set out fully herein; and

WHEREAS, the City Council further finds and determines that it will promote the health, safety and general welfare of the City and its citizens for the acceptance, approval, execution and delivery by the City of the Sixth Supplemental Agreement; and

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

SECTION ONE: RECITALS. The Recitals set forth in the premises above are hereby incorporated into this Ordinance Number 3293 by reference as though set out fully herein.

SECTION TWO: EXHIBIT. The following Exhibit is attached hereto and incorporated into this Ordinance Number 3293 by reference as though set out fully herein:

Exhibit Number	Description
Exhibit One	Sixth Supplemental Agreement by and between the City, as "Owner," and GS, as "Architect/Engineer."

SECTION THREE: ACCEPTANCE OF OFFER. The July 10, 2025, offer by GS as set forth in Exhibit A to the Sixth Supplemental Agreement (Exhibit A to Ordinance Number 3293) is hereby accepted by the City of Vestavia Hills, Alabama.

SECTION FOUR: AGREEMENT FOR EXECUTION AND DELIVERY OF SIXTH SUPPLEMENTAL AGREEMENT. The Mayor and City Manager are hereby

authorized and directed to execute and deliver the Sixth Supplemental Agreement designated as Exhibit A to this Ordinance Number 3293 for and on behalf of the City of Vestavia Hills, Alabama.

SECTION FIVE: LEGAL ACTIONS AND EXECUTION AND DELIVERY OF DOCUMENTS. The City Manager is hereby authorized and directed to take any and all other legal actions and to execute and deliver any and all other documents necessary for him to comply with the requirements and obligations of this Ordinance Number 3293 that may not be specifically identified herein.

SECTION SIX: FUNDING FOR SAID AGREEMENT. The funding for said Sixth Supplemental Agreement has been budgeted in the City's FY 25 and FY26 Capital Fund budgets.

SECTION SEVEN: UNANIMOUS CONSENT FOR CONSIDERATION OF AND ACTION UPON APPROVAL, ADOPTION AND ENACTMENT OF ORDINANCE NUMBER 3293. The City Council shall have a unanimous consent of Ordinance Number 3293 and consider its approval, adoption and enactment thereof at its regularly scheduled meeting on August 25, 2025 at 6:00 p.m. If approved, the City Council may adopt and enact Ordinance Number 3293 if unanimous consent of those present is given for immediate consideration as authorized by Title 11-45-2(b), *Code of Alabama, 1975.*

SECTION EIGHT: 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.

SECTION NINE: SEVERABILITY. If any part, section or subdivision of this Ordinance Number 3293 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.

SECTION TEN: POSTING OF ORDINANCE NUMBER 3293: If the City Council approves, enacts and adopts Ordinance Number 3293, as written or as amended, then in such event, said ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975.*

SECTION ELEVEN: EFFECTIVE DATE OF ORDINANCE NUMBER 3293. This Ordinance Number 3293 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975.*

DONE, ORDERED, APPROVED and ADOPTED on this the 25th day of August, 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 Number 3293 a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 25th day of September, 2023 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 August, 2025.

Rebecca Leavings
City Clerk

STATE OF ALABAMA
JEFFERSON COUNTY

SIXTH SUPPLEMENTAL AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER

WITNESSETH THIS SIXTH SUPPLEMENTAL AGREEMENT, made and entered into on this this _____ day of _____, 2025, by and between the City of Vestavia Hills, Alabama, a municipal corporation, ("City") and Gresham Smith ("Architect/Engineer").

WITNESSETH THESE RECITALS:

WHEREAS, the City is constructing a pedestrian bridge (hereinafter referred to as "Bridge" or "Project") over U.S. Highway 31 just south of Round Hill Road as a connection between Wald Park and the Vestavia Hills Library in the Forest; and

WHEREAS, the City desires, as part of this Project, to reconstruct the sidewalk on the west side of U.S. Highway 31 from Waldridge Road to the new sidewalk at the west end of the new pedestrian bridge; and

WHEREAS, Gresham Smith has agreed to provide additional professional engineering services to design and prepare sidewalk construction plans, assist the City with utility coordination, prepare temporary and/or permanent easement documents (if needed), assist the City with obtaining the necessary ALDOT Permit(s) for the proposed work, and provide limited construction phase services for the proposed sidewalk reconstruction, for and inconsideration of additional fees in the amount up to Forty-One Thousand Dollars ($41,000); and

WHEREAS, a copy of the Engineer's written Proposal dated July 10, 2025 to perform these additional professional engineering services is attached hereto, marked as Exhibit A and is incorporated into this Sixth Supplemental Agreement Between Owner and Architect/Engineer (the "Agreement") as though set out fully herein; and

WHEREAS, the City hereby finds and determines that it promotes the public interest and general welfare for het City of Vestavia Hills, Alabama ("City") to accept the Engineer's Proposal marked as Exhibit A; and

WHEREAS, the City, as "Owner", and Gresham Smith, as "Architect/Engineer", wish to reduce their agreement to writing.

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

1. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this Sixth Supplemental Agreement Between Owner and Architect/Engineer by reference as though set out fully herein.

2. **EXHIBIT:** Exhibit A is attached hereto and is incorporated herein verbatim by reference as though set out fully herein.

All other provisions of the Original Agreement Between Owner and Architect/Engineer for this Project, dated September 27, 2011, Supplemental Agreement Number 1 dated October 23, 2018, Supplemental Agreement Number 2 dated September 24, 2020, Supplemental Agreement Number 3 dated February 27, 2023, Supplemental Agreement Number 4 dated October 2, 2023, and Supplemental Agreement Number 5 dated October 1, 2024 which have not been previously amended remain in effect. The following provisions of the Third and Fourth Supplemental Agreements are hereby amended:

6. THE WORK: Gresham Smith will provide additional professional engineering design services to design and prepare sidewalk plans and provide related services for the Project as described above and in Exhibit A.

8. CONTRACT PRICE: In addition to The Contract Price stipulated in the previous Supplemental Agreements, The City agrees to pay Gresham Smith for the faithful performance of the additional Work described in this Sixth Supplemental Agreement and Exhibit A, the additional sum of up to Forty-One Thousand Dollars ($41,000), as further stipulated in Exhibit A.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Gresham Smith have caused this Sixth Supplemental Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on the date 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_____

ARCHITECT/ENGINEER:
GRESHAM SMITH

By_____

Its Alabama State Transportation Leader

ATTESTED:

By_____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Sixth Supplemental Agreement for Professional Architecture and Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, 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 _____, 2025.

_____
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 Sixth Supplemental Agreement for Professional Architecture and Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, 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 _____, 2025.

_____
Notary Public

My Commission Expires:

_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Blair Perry whose name as Alabama State Leader – Transportation Services of Gresham Smith, is signed to the foregoing Sixth Supplemental Agreement for Professional Architecture and Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said Gresham Smith.

Given under my hand and official seal, this the _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:

_____
SEAL

Gresham Smith

July 10, 2025

Mr. Christopher Brady, P.E., City Engineer
City of Vestavia Hills
Department of Public Services
3224 B Cahaba Heights Road
Vestavia Hills, AL 35216

Subject: Proposal for Professional Engineering Services
Sidewalk on the West Side of US-31 from Waldridge Road to the
New Sidewalk at the West End of the new Pedestrian Bridge
Vestavia Hills, AL

Dear Mr. Brady:

Gresham Smith (the Consultant) is pleased to submit this proposal to provide professional engineering design services for the design and permitting of the replacement sidewalk on the west side of US-31 from Waldridge Road to the new sidewalk at the west end of the new pedestrian bridge over US-31. There was an existing sidewalk that ran along the west side of US-31 from Waldridge Road up the hill to Wald Park, near the old tennis courts. In approximately 2018/2019, when the City of Vestavia Hills (City) undertook a project to upgrade Wald Park, this sidewalk was removed. We understand that the City desires to reconstruct the sidewalk in this area. The length of the proposed sidewalk reconstruction is approximately 500' (see attached Exhibit).

SCOPE OF SERVICES

Design Considerations

The longitudinal grade of US-31 adjacent to this sidewalk is approximately 6%. Additionally, there is nearly a 53' elevation difference and approximately 500' longitudinal distance between Waldridge Road and the new sidewalk that has been constructed at the west end of the new US-31 pedestrian bridge, resulting in an approximately longitudinal slope along the sidewalk route of 10.6%. Based on our initial analysis, because of the existing terrain along and adjacent to this sidewalk route, it is our opinion that this sidewalk most likely cannot be designed to meet the ADA longitudinal grade and ramping requirements. Examining applicable provisions in the *Americans with Disabilities Act Accessibility Standards*:

- 106.5 Defined Terms – An alteration is defined as a change to a building or facility that affects or could affect the usability of the building or facility or portion thereof. Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions.
- 202.3 Alterations - In alterations, where compliance with applicable requirements is technically infeasible, the alteration shall comply with the requirements to the maximum extent feasible.

Looking at the applicable provisions of the U.S. Access Board's *Guide to the ADA Accessibility Standards*:

- In Chapter 2, Alterations and Additions, regarding Technical Infeasibility, compliance in an alteration is not required where it is "technically infeasible." The term is defined as "something that has little likelihood of being accomplished because existing structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame; or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements."
- Where technical infeasibility is encountered, compliance is still required to the maximum extent technically feasible.
- This guide goes on to state that other examples where compliance could potentially be technically infeasible include meeting slope requirements on existing developed sites located on steep terrain where necessary re-grading and other design solutions are not feasible

Looking at the U.S. Access Board's *Public Right-of-Way Accessibility Guidelines*,

- R104.3 Defined Terms – An alteration is defined as a change to or an addition of a pedestrian facility in an existing, developed public right-of-way that affects or could affect pedestrian access, circulation, or usability.
- R202.3 Existing Physical Constraints - In alterations, where existing physical constraints make compliance with applicable requirements technically infeasible, compliance with these requirements is required to the maximum extent feasible. Existing physical constraints include, but are not limited to, underlying terrain, underground structures, adjacent developed facilities, drainage, or the presence of a significant natural or historic feature.

Based on the provisions from the U.S. Access Board cited above, it is our professional opinion that the reconstruction of this sidewalk is considered an alteration, and, due to the sidewalk route being in an existing developed area located on steep terrain, full compliance with the provisions of ADA and PROWAG can be considered technically infeasible.

Additionally, there are overhead transmission and telecommunication lines that run along the western right of way line of US-31 in this area. The area in which this sidewalk will be constructed also serves as a route for utility vehicles to access the overhead utility lines and poles, which adds to the technical infeasibility of designing this sidewalk in full compliance with the provisions of ADA and PROWAG.

Based on the design considerations cited above, Gresham Smith proposes the scope of services below:

Topographic Survey – Using subconsultant Sain Associates, Gresham Smith will provide a topographic, utility and property/right of way survey within the project area. Utilities will be located and surveyed based on utilities that are marked by contacting the Alabama 811 service as well as surveying any above-ground utilities that are visible.

ADA and PROWAG Research and Preliminary Design - Gresham Smith will conduct research into the *Americans with Disabilities Act Accessibility Standards,* the U.S. Access Board's *Guide to the ADA Accessibility Standards,* and the U.S. Access Board's *Public Right-of-Way Accessibility Guidelines*, or PROWAG, to determine the accessibility standards that apply to the design of this particular sidewalk project. Based on those standards, Gresham Smith will develop up to three (3) preliminary design alternatives (plan layout, profile and approximate grading/construction limits) for review by the City. At this point, we envision the following alternatives:

- Gently curving alignment and profile generally following the alignment and existing terrain along the existing clearing up the hill
- Alignment with additional reverse curvature to provide additional length to decrease the running (longitudinal) slope
- Alignment with switchbacks in an attempt to meet ADA longitudinal slope and ramping requirements.

We will submit these preliminary alternatives to the City and meet with the City to determine which alternative to move forward with.

Sidewalk Design and Plans – Gresham Smith will prepare plans for the reconstruction of this sidewalk, based on the selected alternative from the Preliminary Design task. The plans will be developed to be suitable for permitting by ALDOT as well as public bidding of this project, if that is necessary. The plans will include:

- Title sheet
- Index Sheet
- Listing of Applicable ALDOT Standard Drawings
- Typical Section(s)
- Plan Sheet
- Profile of proposed sidewalk
- Traffic Control Details (ALDOT Standard Traffic Control Details)
- Erosion and Sediment Control Sheets
- Project Details
- Cross Sections

Utility Coordination – Gresham Smith will strive to design this sidewalk to avoid existing utilities. Gresham Smith will perform utility coordination with the affected utility companies:

1. Submit plans to all affected utility companies and request their review of the plans for any utility conflicts with the proposed sidewalk work.
2. If the utility company does not identify any conflicts with the proposed work, we will ask them to provide a "No Conflicts" letter.
3. If utility conflicts are identified, we will coordinate with the utility company and the City to determine the best way to resolve the conflict.
4. Provisions for minor utility adjustments such as adjusting water valve boxes, adjusting water meters, or adjusting sanitary sewer manhole tops will be included in the design and plans for the project. If it is determined that a

utility relocation is required or a significant design revision is required to avoid a utility, this will be considered additional design services. Gresham Smith will prepare a proposal for the necessary utility relocation or redesign work and submit this proposal to the City.

Easement Documents – A temporary and/or permanent sidewalk easement may be needed from the Baumhower's Wings property near Waldridge Road. Gresham Smith will provide a legal description and easement exhibit drawing for this easement. The City of Vestavia Hills (City) will provide the easement agreement document and handle all other easement acquisition tasks.

ALDOT Permitting – Since the reconstruction of this sidewalk will be largely within the ALDOT right of way for US-31, the reconstruction of this sidewalk will have to be permitted by ALDOT. Gresham Smith will:

1. Submit plans to the ALDOT Birmingham District office for review and permitting and address one (1) round of ALDOT comments.
2. Coordinate with ALDOT to determine the correct permit required for this work and complete the applicable permit application for the City.

Cost Estimate – Gresham Smith will prepare an Engineer's estimate of probable construction cost for the proposed work and provide this to the City.

Construction Phase Services – Gresham Smith will provide limited construction phase support services during the construction phase of this project. Our services will include (if requested by the City):

1. Review of up to two (2) contractor requests for information (RFIs)
2. One (1) site visit/site meeting with the City and/or Contractor to provide input on any unforeseen conditions or questions that arise during construction
3. If requested by the City, participate in a substantial completion walk through of the project and provide punch list items to the City.

The City will provide all other construction contract administration and inspection services during the construction of this sidewalk.

Scope Exclusions – The following services are not included in Gresham Smith's scope of services.

1. Subsurface utility investigation (SUE)
2. Geotechnical investigations or recommendations
3. Utility relocation plans
4. CBMPP or ADEM NOI – construction limits are expected to be well under one acre, so no ADEM construction stormwater permit will be needed
5. Preparation of construction contract, advertising or bidding documents – the City currently anticipates that the cost of this project will be below the threshold requiring formal advertising and bidding. The City will obtain proposals from contractors for the construction work.
6. Advertising and bidding services

7. Construction contract administration or construction engineering & inspection (CE&I) services

ADA Accessibility – As stated above, based on our research and interpretation of *Americans with Disabilities Act Accessibility Standards,* the U.S. Access Board's *Guide to the ADA Accessibility Standards,* and the U.S. Access Board's *Public Right-of-Way Accessibility Guidelines*, or PROWAG, the design of this reconstructed sidewalk is considered an alteration, and, due to the sidewalk route being in an existing developed area located on steep terrain, full compliance with the provisions of ADA and PROWAG can be considered technically infeasible. We will endeavor to design this sidewalk to comply with the applicable provisions of the ADA and/or PROWAG to the maximum extent feasible, but designing to full compliance with the provisions of ADA and PROWAG is unlikely, given the factors noted above. The City acknowledges that the requirements of the Americans with Disabilities Act (ADA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of this agreement and as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the City's Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and the Consultant shall, accordingly, not have any liability to the City in connection with same.

The Consultant also cannot control and therefore shall have no liability related to the ADA compliance of the constructed improvements. The City's Contractor shall be responsible for the construction of this sidewalk in compliance with the applicable provisions of the ADA or PROWAG.

COMPENSATION

Gresham Smith proposes to complete the tasks with a well-defined scope of work on a lump sum basis. For tasks that lack a well-defined scope or involve coordination with outside entities, we propose to perform these tasks on an hourly basis. Gresham Smith proposes the following fee schedule for the scope of services described above.

Lump Sum Tasks

Task Description	Lump Sum Fee
Surveying	$9,500
ADA and PROWAG Research and Preliminary Design	$8,200
Sidewalk Design and Plans and Cost Estimate	$19,200
Easement Documents	$1,400
Total Lump Sum Fees	$38,300

Hourly Tasks

Task Description	Lump Sum Fee
Utility Coordination	$3,000
ALDOT Permitting	$5,000
Construction Phase Services	$2,700

Mr. Christopher Brady, P.E.
July 8, 2025

Hourly Rates

Classification	Hourly Billing Rate
Principal Transportation Engineer	$270.00
Project Manager	$230.00
Senior Transportation Engineer	$220.00
Transportation Engineer	$150.00 - $170.00

The fees and hourly rates shown above are based on us completing our scope of services before June 30, 2026.

AGREEMENT

We understand that the design work contained in this proposal will be a Supplemental Agreement or authorized additional services under our current Agreement Between Owner and Architect/Engineer dated September 27, 2011 (Agreement). This proposal shall be incorporated into the Supplemental Agreement or additional services authorization. The term of the Agreement shall be extended to June 30, 2026.

Thank you for choosing Gresham Smith for the design of this project. If you have any questions about this proposal, please don't hesitate to contact me at 205.298.9232 or by email at blair.perry@greshamsmith.com.

Sincerely,

Blair Perry, P.E.
Alabama State Transportation Leader

BP

Attachment Exhibit

Copy Chris Gass – Gresham Smith

Gresham Smith

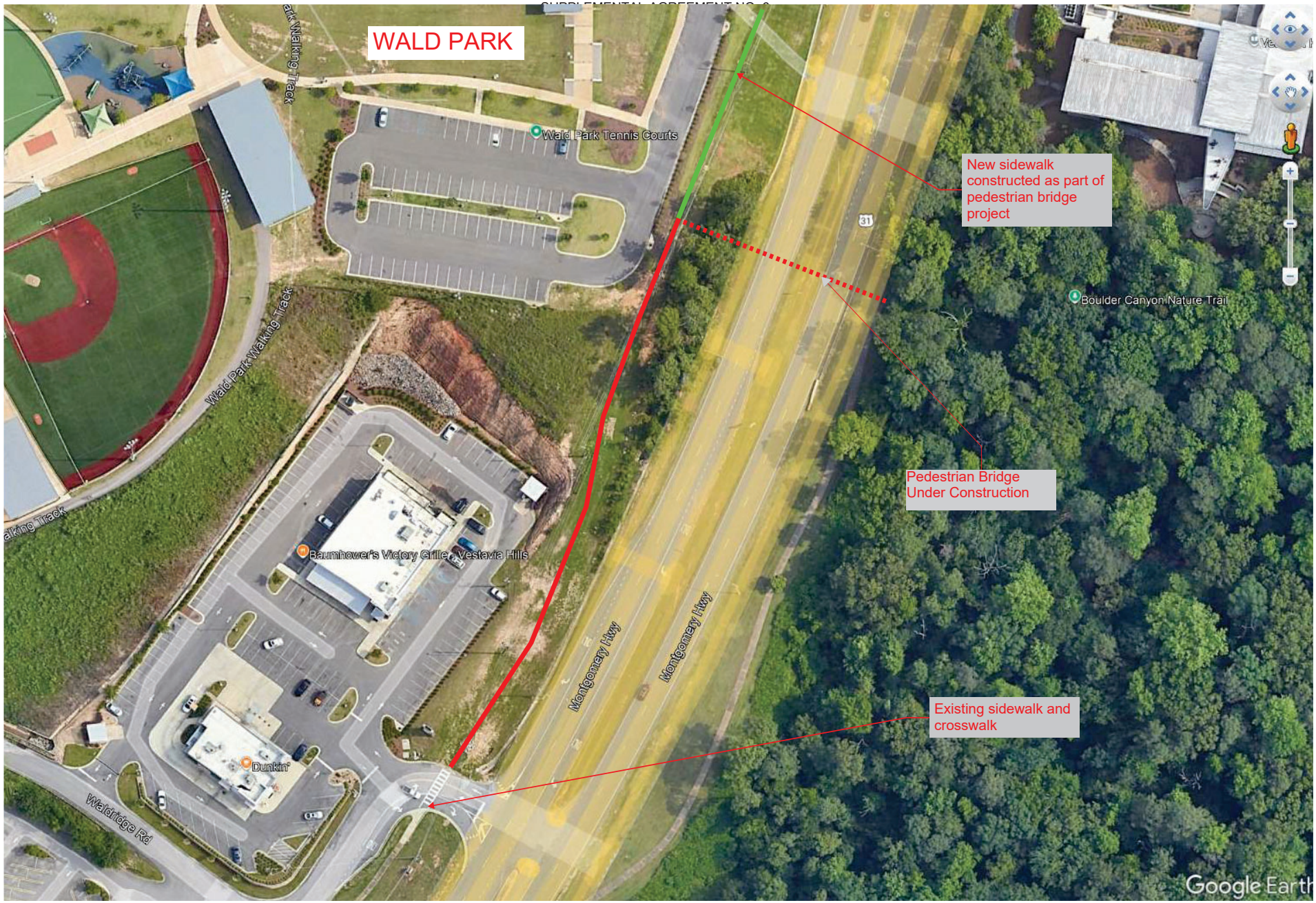
WALD PARK
Wald Park Tennis Courts
Wald Park Walking Track
New sidewalk constructed as part of pedestrian bridge project
31
Boulder Canyon Nature Trail
Pedestrian Bridge Under Construction
Baumhower's Victory Grille - Vestavia Hills
Dunkin'
Waldridge Rd
Montgomery Hwy
Montgomery Hwy
Existing sidewalk and crosswalk
Google Earth

View from Waldridge Rd crosswalk looking north (W side of US-31)

View looking north (north of Waldridge Rd)

View from top of hill looking at end of new pedestrian bridge and new sidewalk north of bridge

View from top of hill looking back south towards Waldridge Rd


WALD PARK
Wald Park Tennis Courts
New sidewalk constructed as part of pedestrian bridge project
Boulder Canyon Nature Trail
Pedestrian Bridge Under Construction
Wald Park Walking Track
Baumhower's Victory Grille - Vestavia Hills
Dunkin'
Weldridge Rd
Montgomery Hwy
Montgomery Hwy
Existing sidewalk and crosswalk
Google Earth

View from Waldridge Rd crosswalk looking north (W side of US-31)

View looking north (north of Waldridge Rd)

View from top of hill looking at end of new pedestrian bridge and new sidewalk north of bridge

View from top of hill looking back south towards Waldridge Rd

CITY OF VESTAVIA HILLS
FINANCE DEPARTMENT
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing - Ordinance Number 3285 - An Ordinance Approving And Adopting The General Fund Budget, Special Revenue Fund Budget, Capital Project Fund Budget Infrastructure And Community Spaces Project Fund Budget, And Debt Service Fund Budget For The City Of Vestavia Hills For The Period Beginning October 1, 2025 Until September 30, 2026 *(This Ordinance will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

WHEREAS, the City Manager has prepared and presented a "general fund budget" which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of $80,946,797 including transfers out, to be effective for the period beginning October 1, 2025, through September 30, 2026; and

WHEREAS, the City Manager has prepared a "special fund budget" for said period reflecting anticipated expenditures in the amount of $5,306,251 including transfers from the General Fund, to be effective for the

period beginning October 1, 2025, through September 30, 2026; and

WHEREAS, the City Manager has prepared a "capital projects fund budget" for said period reflecting expenditures in the amount of $21,965,991 to be effective for the period beginning October 1, 2025, through September 30, 2026.

WHEREAS, the City Manager has prepared an "infrastructure and community spaces fund budget" for said period reflecting expenditures in the amount of $7,672,460 to be effective for the period beginning October 1, 2025, through September 30, 2026.

WHEREAS, the City Manager has prepared a "debt service fund budget" for said period reflecting expenditures in the amount of $7,440,502 to be effective for the period beginning October 1, 2025, through September 30, 2026.

Recommendation:

Recommend Approval

Fiscal Impact:

Budget Approval

Attachments:

1. FY2026 90% Budget Ordinance
2. FY2026 Budget Ordinance Exhibit 1

ORDINANCE NUMBER 3285

AN ORDINANCE APPROVING AND ADOPTING THE GENERAL FUND BUDGET, A SPECIAL REVENUE FUND BUDGET, A CAPITAL PROJECT FUND BUDGET, AN INFRASTUCTURE AND COMMUNITY SPACES PROJECT FUND, AND A DEBT SERVICE FUND BUDGET FOR THE CITY OF VESTAVIA HILLS FOR THE PERIOD BEGINNING OCTOBER 1, 2025 UNTIL SEPTEMBER 30, 2026.

WHEREAS, the City Manager has prepared and presented a "general fund budget" which has been reviewed and amended by the City Council for said period reflecting anticipated expenditures in the amount of $80,946,797 including transfers out, to be effective for the period beginning October 1, 2025, through September 30, 2026; and

WHEREAS, the City Manager has prepared a "special fund budget" for said period reflecting anticipated expenditures in the amount of $5,306,251 including transfers from the General Fund, to be effective for the period beginning October 1, 2025, through September 30, 2026; and

WHEREAS, the City Manager has prepared a "capital projects fund budget" for said period reflecting expenditures in the amount of $21,965,991 to be effective for the period beginning October 1, 2025, through September 30, 2026.

WHEREAS, the City Manager has prepared an "infrastructure and community spaces fund budget" for said period reflecting expenditures in the amount of $7,672,460 to be effective for the period beginning October 1, 2025, through September 30, 2026.

WHEREAS, the City Manager has prepared a "debt service fund budget" for said period reflecting expenditures in the amount of $7,440,502 to be effective for the period beginning October 1, 2025, through September 30, 2026.

WHEREAS, Title 11-43-57, Code of Alabama, 1975, provides as follows:

Annual appropriation of funds for expenditures of all departments and interest on indebtedness: In all cities, the Council shall appropriate the sums necessary for the expenditures of the several City departments and for the interest on its bonded and other indebtedness, not exceeding in the aggregate within ten (10) percent of its estimated expenses, and such City Council shall not appropriate in the aggregate an amount in excess of its annual legally authorized revenue. But, nothing in this section shall prevent such cities from anticipating their revenues for the year for which such appropriation was made, or from contracting for temporary loans as provided in the applicable provision of this title, or from bonding or

refunding their outstanding indebtedness or from appropriating anticipated revenue at any time for the current expenses of the City and interest on the bonded and other indebtedness of the City; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $72,852,117, of the municipal "general fund budget" for the City of Vestavia Hills for fiscal year 2025-2026 upon the terms, conditions, and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $4,775,626, of the municipal "special revenue fund budget" for the City of Vestavia Hills for fiscal year 2025-2026 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $19,769,392, of the "capital project fund budget" for the City of Vestavia Hills for fiscal year 2025-2026 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $6,905,214, of the "infrastructure and community spaces project fund budget" for the City of Vestavia Hills for fiscal year 2025-2026 upon the terms, conditions and provisions set forth below; and

WHEREAS, the City Council agrees to approve and adopt ninety (90) percent, or $6,696,452, of the "debt service fund budget" for the City of Vestavia Hills for fiscal year 2025-2026 upon the terms, conditions and provisions set forth below; and

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

1. The municipal "general fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $72,852,117, which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$80,946,797 multiplied by 90% equals
$72,852,117**;** and

2. The municipal "special revenue fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $4,775,626 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$5,306,251 multiplied by 90% equals
$4,775,626; and

3. The "capital projects fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $19,769,392 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$21,965,991 multiplied by 90% equals
$19,769,392; and

4. The "infrastructure and community spaces fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $6,905,214 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$7,672,460 multiplied by 90% equals
$6,905,214; and

5. The "debt service fund budget" for the City of Vestavia Hills, Alabama, prepared by the City Manager and submitted to the City Council is hereby approved and adopted to the extent of expenditures of $6,696,452 which said amount is not exceeding the aggregate within ten (10) percent of the estimated expenses:

$7,440,502 multiplied by 90% equals
$6,696,452; and

6. The City Manager is hereby authorized to expend the sum of $72,852,117 from the General Fund, $4,775,626 from the Special Revenue Fund, $19,769,392 from the Capital Projects Fund, $6,905,214 from the Infrastructure and Community Spaces Fund, and $6,696,452 from the Debt Service Fund for municipal expenses for the period beginning October 1, 2025, and ending September 30, 2026.

7. Copies of the budget outlines are attached hereto, marked as Exhibit "A" and incorporated into this Resolution by reference as though set out fully herein.

BE IT FURTHER ORDAINED, that each departmental total appropriation hereby approved by the City Council shall be utilized in all budget management activities. Departmental expenditures shall not be in excess of said departmental total appropriations

without further approval of the City Council. However, line-item transfers within each department appropriation is expressly allowable upon budget adoption by the City Council with authorized approval by the City Manager upon presentation by the Department Head; and

This Ordinance shall become effective immediately upon its approval and adoption.

APPROVED and ADOPTED this the 8th day of September, 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 3285 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, as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills Library in the Forest, Vestavia Hills New Merkel House and Vestavia Hills Recreational Center this the _____ day of September, 2025.

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2026

REVENUES	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
Sales & Use Tax	$ 32,066,976	$ -	$ -	$ -	$ -	$ 32,066,976
Ad Valorem	24,855,511	-	-	-	-	24,855,511
Other Taxes	50,000	1,082,500	360,000	-	-	1,492,500
State Shared Revenue	-	1,010,000	-	-	-	1,010,000
Utility Franchise Fees	2,986,382	-	-	-	-	2,986,382
Licenses & Permits	6,946,996	50,000	-	-	-	6,996,996
Charges for Services	1,959,800	75,000	-	-	-	2,034,800
Fines & Forfeitures	400,000	730,000	-	-	-	1,130,000
Fees	56,262	982,860	-	-	-	1,039,122
Grants	1,527,074	34,174	3,000,000	-	-	4,561,248
Sale of Assets	-	-	1,694,574	-	-	1,694,574
Investment Earnings	1,466,071	32,200	113,700	68,300	55,805	1,736,076
Other Revenues	1,134,525	185,000	-	-	120,000	1,439,525
TOTAL REVENUES	**$ 73,449,597**	**$ 4,181,734**	**$ 5,168,274**	**$ 68,300**	**$ 175,805**	**$ 83,043,710**

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2026

EXPENDITURES	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
Administration	$ 2,498,277	$ -	$ 69,207	$ -	$ -	$ 2,567,484
Building Safety	993,934	-	157,281	-	-	1,151,215
City Clerk	660,857	-	36,712	-	-	697,569
City Council	91,793	-	14,575	-	-	106,368
City Wide	7,012,216	-	330,000	1,480,000	7,440,502	16,262,718
Fire	14,713,818	925,457	9,025,427	-	-	24,664,702
Human Resources	403,335	-	62,777	-	-	466,112
Information Technology	1,040,944	-	291,380	-	-	1,332,324
Library	3,371,344	273,030	171,417	-	-	3,815,791
Municipal Complex	449,344	-	1,166,168	-	-	1,615,512
Municipal Court	-	1,077,141	31,552	-	-	1,108,693
Parks & Leisure Services	5,627,264	-	1,082,606	-	-	6,709,870
Police	16,490,859	85,000	2,958,903	-	-	19,534,762
Public Services	7,092,793	2,945,623	6,567,986	2,267,662	-	18,874,064
SUB-TOTAL EXPENDITURES	**60,446,778**	**5,306,251**	**21,965,991**	**3,747,662**	**7,440,502**	**98,907,184**
TRANSFERS OUT						
To Special Revenue	317,141	-	-	758,123	-	1,075,264
To Capital Projects	8,096,000	-	-	-	-	8,096,000
To Community Spaces	7,692,000	-	-	-	-	7,692,000
To Debt Service	4,324,878	-	-	3,166,675	-	7,491,553
To Non-budgeted Funds	70,000	-	-	-	-	70,000
To General Fund	-	-	-	-	-	-
TOTAL TRANSFERS OUT	**20,500,019**	**-**	**-**	**3,924,798**	**-**	**24,424,817**
TOTAL EXPENDITURES	**$ 80,946,797**	**$ 5,306,251**	**$ 21,965,991**	**$ 7,672,460**	**$ 7,440,502**	**$ 123,332,001**

CITY OF VESTAVIA HILLS
ANNUAL BUDGET
SUMMARY OF "ALL FUNDS" REVENUE & EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2026

OTHER REVENUE SOURCES	GENERAL	Special Revenue	Capital Projects	Community Spaces	Debt Service	Total
TRANSFERS IN						
From Capital Projects	$ -	$ -	$ -	$ -	$ -	$ -
From General Fund	-	317,141	8,096,000	7,692,000	4,324,878	20,430,019
From Community Spaces	-	758,123	-	-	3,166,675	3,924,798
Debt Proceeds	-	-	2,523,700	-	-	2,523,700
TOTAL OTHER REVENUE SOURCES	**-**	**1,075,264**	**10,619,700**	**7,692,000**	**7,491,553**	**26,878,517**
REVENUE OVER / (UNDER) EXPENDITURES	**(7,497,200)**	**(49,253)**	**(6,178,017)**	**87,840**	**226,856**	**(13,409,774)**
USE OF RESERVES / FUND BALANCE	**7,497,200**	**49,253**	**6,178,017**	**-**	**-**	**13,724,470**
REPORT BALANCE	**$ -**	**$ -**	**$ -**	**$ 87,840**	**$ 226,856**	**$ 314,696**

CITY OF VESTAVIA HILLS
FINANCE DEPARTMENT
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Zach Clifton, Asst. Finance Director

Cc: Melvin Turner, III, Finance Director

RE: Public Hearing - Resolution Number 5579 - A Resolution Authorizing An Increase In Salary And Wages For Employees *(This Resolution will remain in draft form and will be presented for public hearings following work session and subject to Council revisions and/or approvals)*

Background:

1. The City Council hereby approves a two-percent (2%) increase in wages and salaries for all current employees not paid under the Public Safety or Firefighter Pay Plans; and
2. The City Council approves a three-point-five-percent (3.5%) increase in wages and salaries for all current employees paid under the Public Safety or Firefighter Pay Plans.
3. Said increases are effective October 1, 2025.

Recommendation:
Recommend Approval

Fiscal Impact:
Budget Approval

Attachments:
1. FY2026 Wage Increase Resolution

RESOLUTION NUMBER 5579

AUTHORIZING AND APPROVING AN INCREASE IN SALARY AND WAGES FOR EMPLOYEES

THIS RESOLUTION WAS ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA ON AUGUST 25, 2025.

WITNESSETH THESE RECITALS

WHEREAS, the City Manager has proposed the budgets for fiscal year 2025-2026 year, along with expected surplus values, and has recommended a two-percent (2%) increase of wages and salaries for all current employees effective October 1, 2025 with the exception of employees that are compensated based upon the City of Vestavia Hills Public Safety and Firefighter Pay Plans; and

WHEREAS, the City Manager, recognizing the critical need for public safety employee recruitment and retention, has recommended a three-point-five-percent (3.5%) increase of wages and salaries for all current employees compensated based upon the City of Vestavia Hills Public Safety and Firefighter Pay Plans effective October 1, 2025; and

WHEREAS, the Council, at its regularly scheduled meeting of August 25, 2025, feel it is in the best public interest to approve a two-percent (2%) increase in wages and salaries for all applicable employees and further to adopt a three-point-five-percent (3.5%) increase in wages and salaries for all employees compensated based upon the City of Vestavia Hills Public Safety and Firefighter Pay Plans

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

1. The City Council hereby approves a two-percent (2%) increase in wages and salaries for all current employees not paid under the Public Safety or Firefighter Pay Plans; and
2. The City Council approves a three-point-five-percent (3.5%) increase in wages and salaries for all current employees paid under the Public Safety or Firefighter Pay Plans.
3. Said increases are effective October 1, 2025.

APPROVED and ADOPTED this the 8th day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Ethan Fisher, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Rebecca Leavings, City Clerk
Christopher Brady, City Engineer

RE: Public Hearing - Resolution Number 5880 - A Resolution accepting dedication of right-of-way on the portion of Wooten Drive located adjacent to 3917 Wooten Drive

---

Background:
The property line is currently recorded to the centerline of Wooten Drive and the right-of-way is prescriptive. The owner of the property is subdividing the property into two lots and has agreed to dedicate 25' of property to the city for permanent public right-of-way. No additional improvements to the roadway or infrastructure is required or anticipated as part of this action.

Recommendation:
Engineering recommends approval.

Fiscal Impact:
No fiscal impact to the city.

Attachments:

1. Resolution 5580
2. Updated_2_lots_Wed_Jul_30_2025_14-12-06 plat resized
3. Wooten_Right_of_Way_Wed_Jul_30_2025_14-13-01

RESOLUTION NUMBER 5580

A RESOLUTION ACCEPTING THE DEDICATION OF A PART OF WOOTEN DRIVE ADJACENT TO 3917 WOOTEN DRIVE

WHEREAS, a recent survey shows a portion of property located at 3917 Wooten Drive has an encroachment of pavement from said roadway; and

WHEREAS, the property is being subdivided into two separate lots and the property owner wishes to end the encroachment and dedicate a portion of the property to the City for the maintenance of Wooten Drive, a copy of said survey and right-of-way dedication is marked as Exhibit A, attached to and incorporated into this Resolution 5580 as if written fully therein; and

WHEREAS, the City Engineer has inspected said portion of the street and recommends the dedication of this new right-of-way to enable the maintenance of said roadway; and

WHEREAS, the Mayor and the City Council feel it is in the best public interest to accept said dedication as recommended by the City's Engineering Department.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the City hereby accepts the offer of dedication of additional right-of-way for Wooten Drive adjacent to 3917 Wooten Drive as shown in the attached Exhibit A.

ADOPTED and APPROVED this the 8th day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

LEGEND

- IPF ● IRON PIN FOUND
- IPS ● IRON PIN SET 5/8" REBAR w/CAP (STAMPED CA-560LS)
- ■ CONCRETE MONUMENT FOUND
- + CROSS FOUND
- ○ CALCULATED POINT

NOTES

1. All easements and rights of way of which the surveyor has knowledge are shown hereon; others may exist of which the surveyor has no knowledge and of which there is no observable evidence. No Title Commitment performed, certified to or supplied by client. Without said Title Commitment no guarantee can be made by the surveyor as to the location of easements.

2. No attempt has been made and no guarantees are hereby given as to the location of sub-surface foundations.

3. According to the Flood Insurance Rate Map (FIRM) for Jefferson County, Alabama (community-panel number 01073C 0578 J, dated September 24, 2021), all of the subject property lies within Zone X, defined as "areas determined to be outside the 0.2% annual chance floodplain."

4. North arrow and bearings shown hereon are based on Transverse Mercator Projection – Alabama West Zone – NAD 83 adjusted 2011. Using Global Positional System (GPS) and derived by RTK observation. Using the Alabama Department of Transportation CORS Network (IMAX).

5. Equipment used to collect the survey data was a Carlson BRX 6+ GPS receiver, a Sokkia IX503 Robotic Total Station and a Carlson RT3 tablet Data Collector.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	169.86'	104.74'	103.09'	N 20°26'45" E	35°19'43"
C2	100.00'	39.88'	39.61'	N 26°41'12" E	22°50'48"
C3	194.86'	120.15'	118.26'	N 29°26'45" E	35°19'43"
C4	76.20'	29.91'	29.71'	N 26°41'12" E	22°29'09"
C5	169.86'	67.88'	67.42'	N 13°16'09" E	22°53'32"
C6	169.86'	16.86'	16.85'	N 35°16'01" E	5°41'11"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°58'49" W	25.01'
L2	N 02°46'53" E	38.86'
L3	N 15°15'48" E	80.88'
L4	S 88°45'10" E	25.77'

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT	T18S	TOWNSHIP 18 SOUTH
P.O.B.	POINT OF BEGINNING	R2W	RANGE 2 WEST
(M)	MEASURED	SEC.	SECTION
(C)	CALCULATED	R.R.	RAILROAD
(D)	DEED BOOK 6742 PAGE 151	EL.	ELEVATION
		BLDG.	BUILDING
		RCP	REINFORCED CONCRETE PIPE
		PVC	POLY VINYL CHLORIDE

ZONING

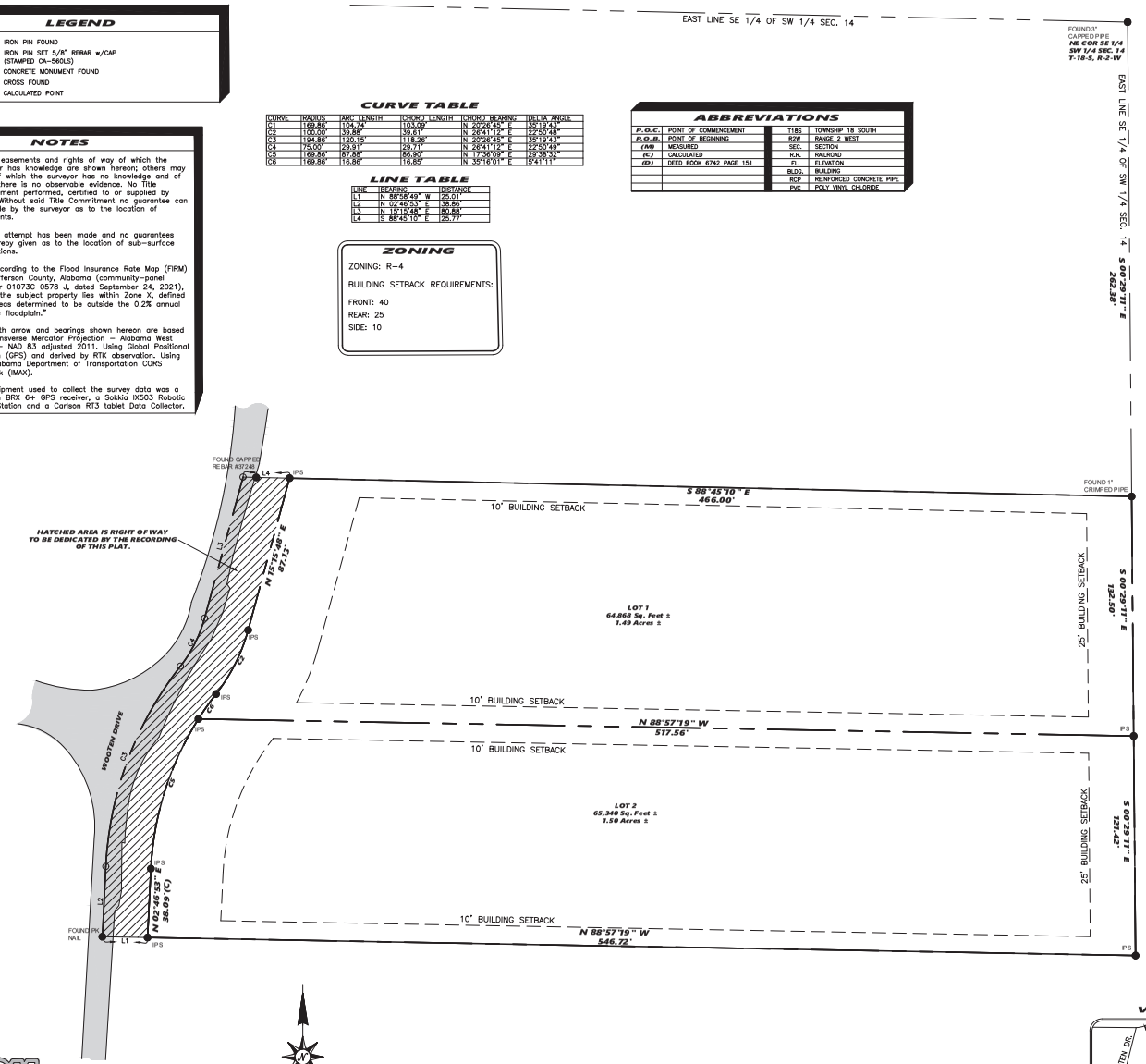
ZONING: R-4

BUILDING SETBACK REQUIREMENTS:

FRONT: 40

REAR: 25

SIDE: 10



I HEREBY CERTIFY (OR STATE) THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN THE 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.

STATE OF ALABAMA
JEFFERSON COUNTY

The undersigned, Derek S. Meadows, a registered Professional Land Surveyor, and Roger W. Smith, as owner hereby certify that this plat or map was made pursuant to a survey made by said Surveyor and that said and this plat or map were made at the instance of said Owners; City of Vestavia Hills, that this plat or map is a true and correct map of lands shown therein and known as Smith's Addition To Wooten Drive Plat No. 1, showing the subdivisions into which it is proposed to divide said lands, giving the length and angles of the boundaries of each lot, showing the streets, alleys, and public grounds; giving the length, width and name of each street, as well as the number of each lot and block, and showing the relation of the lands to the government survey; and that iron pins have been installed at all lot corners and curve points as shown and designated by small, solid circles on said plat or map. Said Owners also certifies that he is the owner of said lands and that the same are not subject to any mortgage.

Derek S. Meadows, PLS
Ala. Reg. No. 29996
GONZALEZ – STRENGTH & ASSOCIATES, INC.

Owner: Roger W. Smith

By: _____

DATE

STATE OF ALABAMA
JEFFERSON COUNTY

I, _____, a Notary Public in and for said county in said state, hereby certify that Derek S. Meadows, whose name is signed to the foregoing certificate as Surveyor and who is known to me, acknowledged before me on this date that, after having been duly informed of the contents of said certificate, he executed the same voluntarily as such individual with full authority therefor.

Given under my hand and seal this _____ day of _____ 2025.

Notary Public

My commission expires:

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD GREGG, whose name is signed to the foregoing certificate as owners, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this _____ day of _____ 2025.

Notary Public

My commission expires:

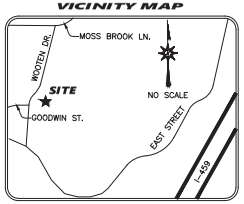
APPROVED: _____
City Engineer /Date

APPROVED: _____
Planning & Zoning Chairman /Date

APPROVED: _____
City Planner /Date

Director of Environmental Services _____ Date

Environmental Services Department approval indicates that this document has been reviewed for provision of future or existing sanitary sewers; however this does not mean sanitary sewers have been built or will be built in the future. Any change in Right of Way or Easement boundaries after this date may void this approval.



FINAL PLAT

SMITH'S ADDITION TO WOOTEN DRIVE PLAT NO. 1

BEING AN ACREAGE PARCEL BEING SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 2 WEST JEFFERSON COUNTY, ALABAMA

Prepared for:
ROGER W. SMITH

GONZALEZ - STRENGTH & ASSOCIATES, INC.
ENGINEERING, LAND PLANNING, SURVEYING, TRAFFIC/TRANSPORTATION
1550 WOODS OF RIVERCHASE DRIVE - SUITE 200
HOOVER, ALABAMA 35244
PHONE: (205) 942-2486
FAX: (205) 942-3033
www.Gonzalez-Strength.com

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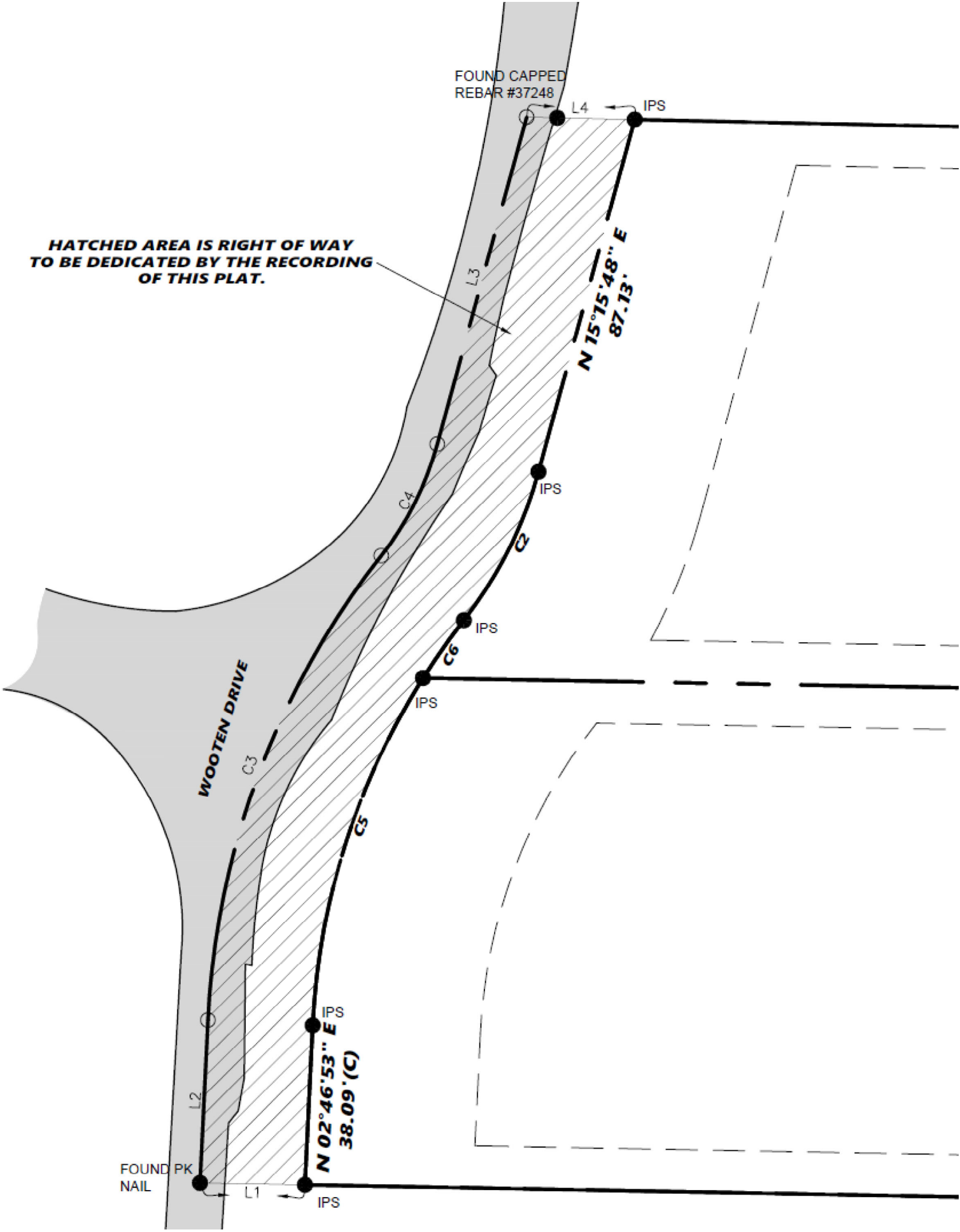
AUGUST, 2025 JOB #25-0275


FOUND CAPPED
REBAR #37248
L4
IPS
HATCHED AREA IS RIGHT OF WAY
TO BE DEDICATED BY THE RECORDING
OF THIS PLAT.
L3
N 15°15'48" E
87.13'
IPS
C4
C2
IPS
C6
IPS
WOOTEN DRIVE
C3
C5
IPS
N 02°46'53" E
38.09'(C)
L2
FOUND PK
NAIL
L1
IPS

July 30, 2025

City of Vestavia Hills
Planning and Development

RE: 3917 Wooten Drive Right of Way

I, as undersigned owner, would like to dedicate the property along the frontage of my property located at 3917 Wooten Drive to the City of Vestavia Hills. The property is to be dedicated in its current condition with no additional improvements to be provided.

Sincerely,

Roger Wayne Smith, as Personal Representative

Estate of Clarence Leon Smith

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Christopher Brady, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Rebecca Leavings, City Clerk
Ethan Fisher, City Engineer

RE: Public Hearing - Resolution Number 5582 - A Resolution dedicating the streets in the Forest Creek Subdivision to the City of Vestavia Hills

---

Background:
The public infrastructure completed as part of the new development at Forest Creek subdivision has been inspected and found to be satisfactory of acceptance for City maintenance.

Recommendation:
I am recommending dedication of the roadway as public infrastructure.

Fiscal Impact:
The developer has submitted the required one year maintenance bond for the final seal coat of asphalt. This will be monitored for any deterioration. At the end of this one year period, the City will inherit any maintenance of the public

infrastructure within the right of way as part of our right of way maintenance budgets.

Attachments:

1. Resolution 5582
2. BK259 PG48 Forest Creek - Resurvey 9-23-22
3. Forest Creek_final plat

RESOLUTION NUMBER 5582

A RESOLUTION ACCEPTING THE DEDICATION OF THE STREETS IN FOREST CREEK KNOWN AS VESTAVIA FOREST DRIVE

WHEREAS, John Mark Rives, RS Development LLC, is the developer for Forest Creek Subdivision in Vestavia Hills, Alabama. This dedication consists of the street named "Vestavia Forest Drive" with right-of-way of 45' (excluding private turnaround as shown on plat); such dedication not to include any improvements other than the streets named in this Resolution.

WHEREAS, the streets were built according to the Vestavia Hills specifications and the development company is presenting them to the City of Vestavia Hills for acceptance complete with a guarantee against any defects for a period of one (1) year from date of dedication.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, that the City hereby accepts the offer of dedication made by John Mark Rives, RW Development LLC for Forest Creek Subdivision and said streets are hereby named public streets.

ADOPTED and APPROVED this the 8th day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RW DEVELOPMENT

To: Rebecca Leavings – City Clerk

From: RW Development LLC
John Mark Rives – Partner

Subject: Forest Creek Subdivision Street Dedication

Date: 8/11/2025

Mrs. Leavings, please let this letter serve as our dedication of the street and public ROW at the extension of Vestavia Forest Dr. in the Forest Creek Subdivision to the City of Vestavia Hills.

Attached is the recorded plat BK259 PG48 of the Forest Creek subdivision.

Please let me know if you need anything else regarding this dedication,

John Mark Rives
Developer, Forest Creek Subdivision
RW Development LLC
205-908-8865
rivesjm@gmail.com

County Division Code: AL040 Inst. # 2022100715 Bk: 259 Pg: 48 Pages: 1 of 1 - I certify this instrument filed on: 9/23/2022 11:14 AM
Doc: MAPBIR, Judge of Probate Jefferson County, AL Rec: $29.00 Clerk: NICOLE

A RESURVEY OF
FOREST CREEK

A SINGLE FAMILY RESIDENTIAL SUBDIVISION SITUATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 3 WEST, CITY OF VESTAVIA HILLS, JEFFERSON COUNTY, ALABAMA.

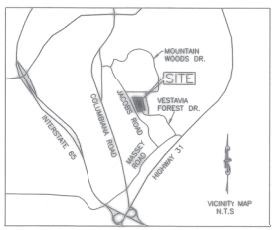
NOTE: THE PURPOSE OF THIS RESURVEY IS TO CORRECT NOTE NUMBER 3 AND TO ADJUST THE FRONT SETBACK LINE FOR LOTS 6 AND 7.

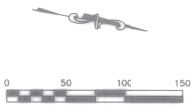
UNOFFICIAL DOCUMENT

ZONING: R-2	
SETBACKS: FRONT – 40' (VARIANCE)	
REAR – 30'	
SIDE – 15'	
MINIMUM LOT WIDTH:	100'
MINIMUM LOT AREA:	15,000 SQ. F.
MAXIMUM BUILDING HEIGHT:	35' OR 2.5 STORIES WHICHEVER IS LESS

LINE	BEARING	DISTANCE
L1	S 73°59'37" W	7.35'
L2	S 73°59'37" W	45.03'
L3	S 73°59'37" W	7.69'
L4	S 72°46'09" W	40.00'
L5	S 55°11'51" W	29.35'
L6	S 37°38'45" W	14.68'
L7	S 89°30'14" W	21.90'
L8	N 05°57'58" W	52.32'
L9	N 72°46'09" E	10.75'
L10	S 70°42'36" W	19.13'
L11	N 72°46'09" E	37.18'
L12	N 72°46'09" E	7.82'
L13	N 05°58'36" W	49.40'
L14	N 13°55'06" E	55.29'
L15	N 23°06'48" W	64.88'
L16	N 30°04'03" W	38.58'
L17	N 76°21'46" W	68.97'
L18	N 41°53'09" E	68.97'
L19	N 25°21'25" W	52.18'
L20	S 72°46'09" E	24.16'
L21	N 06°15'47" E	17.47'
L22	N 11°55'49" W	78.20'
L23	N 31°29'45" W	117.44'
L24	N 05°57'58" W	65.85'
L25	N 09°20'07" W	19.88'
L26	N 19°19'24" W	19.09'
L27	N 07°50'18" W	104.08'
L28	N 38°10'33" W	31.94'
L29	N 19°37'41" W	38.51'
L30	N 35°28'00" W	26.62'
L31	N 70°55'49" W	18.85'
L32	N 23°06'48" W	19.71'
L33	N 23°58'08" W	29.25'
L34	N 85°52'02" W	19.38'
L35	N 60°04'37" W	53.09'
L36	N 61°57'33" W	22.18'
L37	N 24°31'22" W	23.03'
L38	N 37°23'40" W	25.72'
L39	N 17°04'20" W	24.01'
L40	N 64°10'51" W	28.73'
L41	N 88°07'25" E	55.03'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE	CHORD BEARING
C1	125.00'	17.89'	17.87'	8°12'00"	N 09°54'19" W
C2	75.00'	14.96'	14.94'	11°25'48"	N 11°31'03" W
C3	200.00'	23.90'	23.78'	6°49'09"	N 19°24'37" W
C4	147.50'	21.90'	21.88'	8°30'21"	N 10°01'29" E
C5	52.50'	10.47'	10.46'	11°25'48"	N 11°31'09" W
C6	102.50'	13.88'	13.87'	7°45'36"	N 09°40'58" E
C7	97.50'	19.40'	19.37'	11°24'04"	N 11°31'04" W
C8	140.00'	21.54'	21.52'	8°48'57"	N 20°24'51" W
C9	30.00'	43.90'	40.17'	83°50'59"	N 67°19'25" W
C10	38.24'	58.43'	52.91'	87°29'59"	S 24°31'07" W





NOTES:

1. Unless otherwise shown or stated, all easements shown hereon are for storm sewers, sanitary sewers, public utilities, or inaress and egress, and are to serve property both within and without this subdivision.
2. Basis of bearing is based on plat.
3. Storm Water Management features in both the right of way and private property will not be maintained by the City of Vestavia Hills.
4. Contractor and/or developer are responsible for providing building sites free of drainage problems.
5. No sub-surface investigation of geological conditions was performed by South Central Surveying, LLC; therefore no reference whatsoever is made as to the suitability for residential construction.
6. Consulted the latest Flood Insurance Rate Map (F.I.R.M.), Community Panel Number 01073C0056J, dated September 24, 2021, and found that the parcel shown DOES NOT lie in a special food hazard area, Zone X.
7. This development is subject to restrictive covenants that shall be recorded simultaneously with this plat.

STATE OF ALABAMA
SHELBY COUNTY

The undersigned, William D. Callahan, Jr., Professional Land Surveyor, State of Alabama, and RW Development, LLC, as owner, hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey and this plat or map was made in the instance of said owner; that this plat or map is a true and correct map of lands shown therein known as A RESURVEY OF FOREST CREEK, showing the sub-divisions into which it is proposed to divide said lands, giving the lengths and angles of each lot and its number, showing the streets, alleys and public grounds, giving the length and width and name of each sreet as well as the number of each lo; and showing the relation of the lands to the government survey, and that iron pins have been installed at all lot corners and curve points as shown and are designated by small open circles on said plat or map. Said owners also certify that they are the owners of said lands and that the same are not subject to any mortgage, excep: a mortgage held by Bryant Bank. I further certify 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.

By: William D. Callahan, Jr. Date 09/19/2022
William D. Callahan, Jr., P.L.S.
AL Reg No 28251

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that William D. Callahan, Jr., whose name is signed to the foregoing certificate as surveyor, and who is known to me, acknowledged before me, on this date, that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 19th day of September 2022.

Notary Public
MY COMMISSION EXPIRES 8-30-2023

By: DATE 9-20-22
RW DEVELOPMENT LLC, Owner
John Mark Rives, Member

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that John Mark Rives, whose name is signed to the foregoing certificate as member, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 20th day of September 2022.

Notary Public
MY COMMISSION EXPIRES June 16, 2023

By: DATE 9/20/22
Bryant Bank, Mortgagee
Officer

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Jeremy Thagard whose name is signed to the foregoing certificate as officer, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, does execute same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 20th day of September 2022.

Notary Public
MY COMMISSION EXPIRES June 16, 2023

BE IT RESOLVED, by the City Council of the City of Vestavia Hills, Alabama, that the dedication of the streets, alleys, parks, and other public places as shown on this plat of FOREST CREEK, which said plat or map is certified to have been made by William D. Callahan, Jr., as surveyor, at the instance of RW Development, LLC, as owner and has been exhibited to this Board; said plat or map being further identified by a recital of the approval of this Board, signed

by _____ City Clerk.

Vestavia Hills City Engineer — Date 9/23/22

Vestavia Hills Planning Commission — Date 9/22/22

Vestavia Hills City Manager — Date 9/23/22

Jefferson County Department of Health — Date 9-20-2022
Approved in Format Only

County Division Code: AL040
Inst. # 2022100715
Bk: 259 Pg: 48 Pages: 1 of 1
I certify this instrument filed on
9/23/2022 11:14 AMDoc:MAPBIR
Judge of Probate Jeff Co. Al
Rec: $28.00 Clerk: NICOLE

South Central Surveying, LLC
RESIDENTIAL & COMMERCIAL LAND SURVEYING
156 SUNSET TRAIL
ALABASTER, ALABAMA 35007
PHONE 205-229-1993

No.	Date	By:	Remarks

PROJECT: FINAL PLAT FOREST CREEK
CLIENT: RW DEVELOPMENT, LLC 2021 SHADES CREST ROAD VESTAVIA HILLS, AL 35216
DWG. No.: 1 of 1
PROJECT NO: 21-06002

CITY OF VESTAVIA HILLS
OFFICE OF THE CITY MANAGER
INTER-DEPARTMENT MEMO

August 25, 2025

To: Mayor and City Council

From: Jeff Downes, City Manager

Cc:

RE: Public Hearing - Ordinance 3292 - An Ordinance Granting a Franchise Agreement to Uniti Fiber GulfCo, LLC and Authorizing the Mayor and City Manager to Execute the Agreement

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Background:
Uniti Group and its subsidiaries Southern Light, LLC and Uniti Fiber GulfCo LLC (collectively, "Uniti") operate a fiber optic network throughout the Southeast, including Alabama. Southern Light, LLC has an existing Franchise Agreement with the City of Vestavia Hills to operate fiber-optic transmission lines within the City.

For corporate reasons, Uniti desires to enter into a separate Franchise Agreement between the City and Uniti's newly formed subsidiary, Uniti Fiber GulfCo LLC ("GulfCo"). Uniti would like for the Southern Light Franchise Agreement to remain in effect, which will allow Uniti to service its current customers through Southern Light, while also growing through GulfCo. For the City's purposes, Uniti's services and operations would remain the same and franchise payments would stay the same or increase as Uniti grows through GulfCo.

Uniti requests that the City of Vestavia Hills enter into a franchise agreement with GulfCo substantially similar to the existing franchise agreement between the City and Southern Light.

Recommendation:
Given the fact that the Southern Light, LLC agreement has been updated utilizing the City's current standards and Uniti has agreed to those same terms, I recommend approval of this request to replicate the same franchise agreement with the new subsidiary of Uniti.

Fiscal Impact:
na

Attachments:
1. Proposed ROW Use Agreement - Vestavia-GulfCo 4935-4441-1486 v-1
2. PH Boone Legal Opinion to City Manager Jeff Downes August 13 2025

ORDINANCE NUMBER 3292

AN ORDINANCE GRANTING A NON-EXCLUSIVE RIGHT-OF-WAY USE AGREEMENT TO UNITI FIBER GULFCO LLC, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, Uniti Fiber GulfCo LLC (hereinafter referred to as the "the Company") desires to construct and operate a fiber-optic transmission line within certain public rights-of-way within the City of Vestavia Hills, Alabama; and

WHEREAS, the Company agrees and recognizes that it is required to obtain consent in the form of a right-of-way use agreement from the City of Vestavia Hills in order to construct the proposed fiber-optic transmission line within the corporate limits of the City of Vestavia Hills; and

WHEREAS, the City Council wishes to accommodate the Company's request and grant a right-of-way use agreement for the construction of the proposed fiber-optic transmission line in accordance with the terms and conditions contained herein.

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

The City Council of the City of Vestavia Hills does hereby grant to Uniti Fiber GulfCo LLC a non-exclusive right-of-way use agreement granting the limited authority to construct a fiber-optic transmission line in the City of Vestavia Hills in and along certain rights-of-way outlined in Exhibit A below, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

This Agreement is entered into on this the ____day of _____, 2025, by and between the City of Vestavia Hills, Alabama (hereinafter referred to as the "City"), and Uniti Fiber GulfCo LLC, (hereinafter referred to as the "the Company").

W I T N E S S E T H :

The City and the Company do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 "City" means the City of Vestavia Hills, Alabama.

1.2 "Governing Body" or "City Council" means the City Council of the City of Vestavia Hills, Alabama.

1.3 "Gross Receipts" means Gross Receipts on recurring Telecommunications Services that originate or terminate within the corporate limits of the City. Gross Receipts shall not include revenues or receipts arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

1.4 "Local Telecommunications Service Revenues" are defined as all revenues received by the Provider from its customer for providing the transport of voice, data and/or video signals within the municipal limits of the City.

1.5 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.6 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights-of-way, including, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Company to use the same for the purpose of installing, operating, repairing and maintaining the System.

1.7 "System" shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Company in accordance with the terms and conditions contained in this Agreement.

1.8 "Telecommunications" means the transmission, between or among points specified by the user, or information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

1.9 "Telecommunication Service(s)" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

2.0 "Telecommunication System" means the cables, wire, lines, towers, wave guides, optic fiber, antennae, and any associated converters, equipment or facilities designated and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications to or from locations within the City.

2.1 "Use Fee" means the fee paid by a Provider to the City for locating and maintaining facilities in the rights-of-way.

SECTION 2. Grant of Authority. The City hereby grants to the Company the nonexclusive and limited authority to construct, install. operate and maintain a fiber-optic transmission line and Telecommunications System in and along the rights-of-way in the City of Vestavia Hills as described

and depicted in Exhibit A which is attached hereto and incorporated by reference (hereinafter referred to as the "System"). The Company shall not expand or extend the System installed or constructed within the City pursuant to this Agreement without approval from the City Council, in its sole discretion.

SECTION 3. Compensation. Five percent (5%) of its quarterly Gross Receipts on recurring facilities-based Local Telecommunications Services revenues for services originating or terminating within the City's corporate limits.

SECTION 4. Duration and Term. The right-of-way use agreement granted hereunder shall be for an initial term of twenty (20) years (the "Initial Term") commencing on the effective date of this Ordinance and Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. Upon the expiration of the Initial Term, the Company or the City shall have the option to renew this Agreement for one additional term of twenty (20) years, subject to the terms and conditions contained herein, by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party's intent to renew this Agreement for the additional term.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting of this right-of-way use agreement and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its rights-of-way by the Company or any person or to charge reasonable compensation for such use, and the Company, by its acceptance of this right-of-way use agreement and Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Company is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

SECTION 7. Standards of Service.

7.1. Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such rights-of-way.

7.2 Restoration of Rights-of-way. If during the course of the Company's construction, operation or maintenance of the System there occurs a disturbance of any rights-of-way by the Company, it shall, at its expense, replace and restore such rights-of-way to a condition comparable to the condition of the rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The work to be done under this Agreement, and the restoration of rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City Engineer.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the rights-of-way, or remove from the rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

7.4 Trimming of Trees and Shrubbery. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the satisfaction of the City.

7.5. Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.6. Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Company. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7. Obstructions of Rights-of-Way. Except in the case of an emergency, or with the approval of the City Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Company shall not so obstruct the rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

7.8. Safety Requirements.

A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. The Company shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

C. All structures and all lines, equipment and connections in, over, under and upon the rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9. Least Disruptive Technology. The Company is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-ways. However, underground installation shall be a last resort and only upon consent of the City. The Company will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Council. The City Engineer may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

SECTION 8. Enforcement and Termination of Agreement.

8.1. Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

8.2. Right to Cure or Respond. The Company shall have 30 days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

8.3. Public Hearing. In the event the Company fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within 30 days or by the date projected pursuant to 8.2(c) above, the City shall schedule a public hearing to investigate the

default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than five business days therefrom. The City shall notify the Company in writing of the time and place of such meeting and provide the Company with an opportunity to be heard.

8.4. Enforcement. In the event the City, after such meeting, determines that the Company is in default of any provision of this Agreement, the City may pursue any or all of the following remedies:

A. Seek specific performance of any provision which reasonably lends itself to such a remedy;

B. Make a claim against any surety or performance bond which may be required to be posted;

C. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;

D. Seek any other available remedy permitted by law or in equity;

E. In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

(1) The City shall give written notice to the Company of its intent to revoke the Right-of-Way Use Agreement on the basis of noncompliance by the Company. The notice shall set forth the exact nature of the noncompliance. The Company shall have 30 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Company, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

(2) At the designated meeting, the City shall give the Company an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Company may appeal such determination to the Circuit Court of Jefferson County, which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within 30 days of the issuance of the determination by the City.

(3) The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

8.5. Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 9. Public Use Pathways. The Company, either directly or through on affiliate, hereby agrees to unrestricted use by the City for non-commercial public purposes only, at no cost to the City, of two (2) fiber strands along the backbone of its fiber optic system within the City, both underground and aerial (hereinafter called the "Public Use Pathway"). The Public Use Pathway, when determined to be installed in a manner which will permit unrestricted use by the City, shall be accepted by the City. The City shall be allowed use of the Public Use Pathway, at no cost to the City, for noncommercial, public purposes only, except that the City shall be responsible for the cost and expense of any damages or liabilities caused by the willful or wanton acts of the City, its employees, or any other person under the direction and/or control of the City resulting from the City's use of or access to the Public Use Pathway.

The Company shall connect up the following municipal facilities to the extent not already connected by an affiliate of Company:

a. The new City Hall, [1032 Montgomery Highway]
b. Library in the Forest, [1221 Montgomery Highway]
c. Vestavia Hills Civic Center, [1090 Montgomery Highway]
d. Aquatic Complex [720 Waldridge Road] and
e. Vestavia Hills New Merkel House [2150 Hollis Crossing].

Unless already connected by an affiliate of Company, the Company shall use its best efforts to connect the aforementioned municipal facilities on or before September 30, 2026. As the Company's network builds out over time, the Company or its affiliate will provide the backbone fibers to connect up the City's remaining facilities that are in existence as of the date of this Agreement. At the time of installation, the Company or its affiliate will provide the necessary engineering, filters and lasers to help the City efficiently consolidate all of its traffic onto the contractually-provided fibers. This assumes that all traffic will come directly back to the Municipal Center. The City will provide an empty conduit or other pathway (clean pole line, etc.) to the point in each building where it wants the fiber to terminate. The Company or its affiliate will provide the patch panels for each facility, and provide the cable from end to end.

SECTION 10. Default. Each of the following shall constitute a material default by the Company:

(1) Failure to make any payments to the City required to be made as set forth in this Agreement;

(2) Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;

(3) Failure to provide or furnish any information required under this Agreement to the City that is not cured within thirty (30) days following written notice to the Company;

(4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;

(5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Company;

(6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

(7) If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian,

liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

SECTION 11. Prior to any excavation within the rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the rights-of-ways due to the Company's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City.

SECTION 12. Insurance. The Company shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of $1,000,000.00 for bodily injury and property damage per person and $3,000,000.00 as to each occurrence, satisfactory to the City. In addition, the Company shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on the policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City.

SECTION 13. Indemnity and Hold Harmless. The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

SECTION 14. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 15. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 16. Other Obligations. Obtaining a right-of-way use agreement pursuant to this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 17. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City.

SECTION 18. Priority of Use. This Agreement does not establish any priority for the use of the rights-of-way by the Company or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 19. Notice. Every notice or response required by this Agreement to be served upon the City or the Company shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Vestavia Hills,
ATTENTION: Jeff Downes
City Manager, City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

With a copy to:

Patrick H. Boone, Esq.
City Attorney, Vestavia Hills
215 Richard Arrington Jr. Blvd.
Suite 705
Birmingham, AL 35203

The notices or responses to the Company shall be addressed as follows:

Uniti Fiber GulfCo LLC
ATTENTION: Kelly A. McGriff, Esq.
General Counsel
107 St. Francis Street
Suite 1800
Mobile, AL 36602

SECTION 20. The City and The Company may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 21. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance and Agreement.

SECTION 22. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City Attorney and shall be accompanied by delivery of all payments, insurance certificates, applications, acceptance fees and performance of other requirements relating to commencement of construction as set forth in this Agreement.

SECTION 23. Assignment. The Company's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership.

SECTION 24. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 25. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting

party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 26. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

SECTION 27. Severability Clause. 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.

SECTION 28. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Vestavia Hills, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 29. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance and publication to the extent required by law.

[Remainder of Page Intentionally Left Blank]

ADOPTED and APPROVED this the 8th day of September, 2025.

CITY OF VESTAVIA HILLS, ALABAMA

By: _____
As Its: Mayor

By:_____
As Its: City Manager

ATTEST:

_____
City Clerk

CERTIFICATION

I, _____, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number _____ 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 8th day of September, 2025 as same appears in the official records of said City.

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

_____
City Clerk

UNITI FIBER GULFCO LLC

By: _____
Print: Kelly A. McGriff
As Its: Vice President and General Counsel

State of Alabama)
)
County of _____)

I _____, a Notary public, in and or said County in said State, hereby certify that _____ whose name as Vice President and General Counsel of Uniti Fiber GulfCo LLC, a Delaware limited liability, is signed to the foregoing instrument 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 company.

Given under my hand and seal this the ____ day of _____, 2025

_____
Notary Public

My Commission Expires: _____

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

August 13, 2025

By Electronic Mail

City Manager Jeffrey D. Downes
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Franchise Agreement for Uniti Fiber GulfCo, LLC

Dear Mr. Downes:

On August 12, 2025, you sent to me via electronic mail a redline draft of a proposed Franchise Agreement between the City of Vestavia Hills, Alabama ("City") and Uniti Fiber GulfCo, LLC ("GulfCo") with a request that I review the same and provide you with my written legal opinion The purpose of this letter is to comply with your request.

From a legal standpoint, I approve the Franchise Agreement.

I recommend that GulfCo consider changing the word "on" in the first sentence of Section 9 on page 7 to "an." I further recommend that the required notice described in Section 19 on pages 10 and 11 be sent to the City Attorney.

If you have any questions regarding this legal opinion, please let me know.

Sincerely,

Patrick H. Boone
Attorney for Vestavia Hills

PHB:gp

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Christopher Brady, City Engineer

Cc: Lori Beth Kearley, Public Services Director
Rebecca Leavings, City Clerk
Jeff Hughes, Supervisor

RE: Public Hearing - Ordinance Number 3294 - An Ordinance Accepting a Bid for City of Vestavia Hills Right-of-Way Mowing and Maintenance and authorizing the Mayor and City Manager to execute any and all agreements for said service

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Background:
The City's current contract for Right of Way Mowing will expire at the end of September 2025. The City accepted bids for a new 3 year contract on August 13th and received 6 bids from interested contractors. Please see attached bid summary.

The new contract agreement to be used was prepared by City Attorney, Pat Boone, and was included in the bid package.

Recommendation:

After review of bids, we are recommending award of new contract to Turf Management Systems.

Fiscal Impact:
This expense is budgetted in our proposed FY26 budget.

Attachments:
1. Ordinance 3294
2. BibTabulation_2025 ROW Mowing_final
3. Turf Management Systems llc revised for resolution
4. 2025 Bid Package_ROW Mowing and Maintenance

ORDINANCE NUMBER 3294

AN ORDINANCE ACCEPTING A BID FOR RIGHTS-OF-WAY MOWING WITHIN THE CITY OF VESTAVIA HILLS

WHEREAS, on August 13, 2025, the City of Vestavia Hills publicly read aloud bids submitted for Rights-Of-Way mowing ("ROW mowing"); and

WHEREAS, the City Engineer has reviewed the bids, established a bid tabulation in an Interoffice Memorandum to the City Manager dated August 19, 2025, and recommended acceptance of the bid submitted by Turf Management Systems. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Ordinance Number 3294 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit B.

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

1. The bid submitted by Turf Management Systems as detailed in attached Exhibit B and recommended by the City Engineer, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Turf Management pursuant to said bid, a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3294; and
3. This Ordinance Number 3294 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 8th day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
Right of Way Mowing and Maintenance
BID OPENING: August 13th, 2025, 11:00 am
BID TABULATION

description	*unit*	Turf Management Systems, LLC *total*	The Green Team, INC *total*	Richter Landscape Company, Inc. *total*	Steven's Wack-N-Sack Inc. *total*	Rotolo Consultants, Inc. *total*	APHIX *total*	Father Nature **no bid submitted** *total*
Required Work Annual Cost	lump sum	$ 91,950.00	$ 225,800.00	$ 281,449.00	$ 173,998.00	$ 158,291.00	$ 135,233.49	$ -
Total Base Bid Price		**$ 91,950.00**	**$ 225,800.00**	**$ 281,449.00**	**$ 173,998.00**	**$ 158,291.00**	**$ 135,233.49**	**$ -**
Alternate A	per occurrence	$ 4,500.00	$ 35,000.00	$ 4,326.00	$ 16,575.00	$ 2,888.10	$ 16,150.00	$ -
Alternate B	per treatment	$ 3,900.00	$ 4,000.00	$ 2,500.00	$ 1,100.00	$ 2,157.27	$ 650.00	$ -
Alternate C	per year	$ 980.00	$ 16,800.00	$ 34,000.00	$ 10,800.00	$ 6,056.72	$ 27,181.40	$ -
Bid Submittal Signed and Sealed?		yes	yes	yes	yes	yes	yes	

Certification: _____
City of Vestavia Hills, City Engineer

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON AUGUST 13, 2025, AT 11:00 AM. BIDS TO BE TURNED IN NO LATER THAN 11:00 AM ON THIS DATE.

DATE: July 21, 2025
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 11:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

****

NAME OF COMPANY: Turf Management Systems, Llc

ANNUAL PRICE*: $91,950 **WARRANTY:** n/a

DELIVERY DATE: 8/13/2025

BIDS GOOD THROUGH:** 11/12/2025

See Specifications and Bid Sheet Enclosed.
****All bids must be good for a minimum of 90 days.***

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

Sworn and Subscribed before me this the 13th day of August, 2025.

Sazia Naz
Notary Public

My Commission Expires August 21, 2026

FIRM Turf Management Systems

BY Chris Sheedy

ADDRESS 227 Distribution Dr

Homewood, Al 35209

PHONE 205-369-6626

DATE 8/13/25

SAZIA NAZ
MY COMMISSION EXPIRES
AUGUST 21, 2026
NOTARY PUBLIC
STATE OF ALABAMA

****

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

Rebecca Leavings, Purchasing Agent

Bid Sheet for ROW Mowing/Maintenance

Company Turf Management Systems, Llc

Representative Chris Sheedy

Required Work Annual Cost $91,950

Specialized Areas and Alternatives

Alternate A, periodic prune and trim of crepe myrtles on US31, once every two years

per occurrence $4,500

Alternate B, chemically treat medians on US31, minimum 3 times per year

per treatment cost $3,900

Alternate C, Columbiana Road, Map M-28

per year $980

revised: 7/21/2025

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON AUGUST 13, 2025, AT 11:00 AM. BIDS TO BE TURNED IN NO LATER THAN 11:00 AM ON THIS DATE.

DATE: July 21, 2025
BID: ROW Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 11:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

****

NAME OF COMPANY:_____

ANNUAL PRICE*:_____ **WARRANTY:** _____

DELIVERY DATE:_____

BIDS GOOD THROUGH:**_____

See Specifications and Bid Sheet Enclosed.
****All bids must be good for a minimum of 90 days.***

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM_____

Sworn and Subscribed before me this the _____ day of _____, 2025.

BY_____

ADDRESS_____

_____

_____
Notary Public

PHONE_____

My Commission Expires_____. DATE_____

****

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

_____
Rebecca Leavings, Purchasing Agent

ROW Mowing and Maintenance
REQUIREMENTS

1. Bid Requirements

Bids not conforming to the following requirements may be rejected.

(a) **There will be a Non-Mandatory PRE-BID meeting at 1:00pm on AUGUST 6, 2025, in the Vestavia City Hall Executive Conference Room, 1032 Montgomery Highway Vestavia Hills, Al 35216.**

(b) Bids must be complete and specific.

(c) Bids will be free of alterations and erasures.

(d) Bids will be properly signed by the bidder or by a legally authorized officer or agent of the bidder and notarized.

(e) The bids will be enclosed in a sealed envelope marked "SEALED BID --- ROW Mowing and Maintenance."

(f) The sealed envelope must be addressed to:

City of Vestavia Hills
Office of the City Clerk
1032 Montgomery Highway
Vestavia Hills AL 35216

(g) If you have any questions regarding the bid specifications, please contact Christopher Brady, City Engineer, 205-978-0198 or Jeff Hughes, Public Works Superintendent, at 205-516-1981.

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the _____ day of _____, 2025, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and _____, an Alabama _____, whose mailing address is _____ (hereinafter referred to as "Contractor").

WITNESSETH THESE RECITALS:

WHEREAS, the Alabama Competitive Bid Law at Title 41-16-50(a), *Code of Alabama, 1975,* provides that with the exception of contracts for public works whose competitive bidding requirements are governed by Title 39, all expenditure of funds for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving thirty thousand dollars ($30,000) or more, made by or on behalf of the governing bodies of the municipalities of the state, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible and responsive bidder; and

WHEREAS, the City of Vestavia Hills advertised for competitive bids under the Alabama Competitive Bid law at Title 41-16-50(a), *Code of Alabama, 1975,* for the completion of work described in the Invitation to Bid; and

WHEREAS, the scope of the work is described in the Invitation to Bid, a copy of which is attached hereto, marked as Exhibit 1 and is incorporated into this Contract by reference as though set out fully herein; and

WHEREAS, the Contractor submitted a bid proposing to perform the work, which the City has determined to be the lowest responsible bidder meeting specifications, a copy of which is attached hereto, marked as Exhibit 2 and is incorporated into this Contract by reference as though set out fully herein; and

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

WHEREAS, on _____, the City Council of the City of Vestavia Hills, Alabama ("City") approved and adopted Ordinance Number _____ accepting the bid submitted by _____ ("Contractor") and authorized the Mayor and City Manager to execute and deliver this Contract.

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

I. RECITALS

The recitals set forth above are incorporated herein by reference as though set out fully herein.

II. EXHIBITS

Exhibits 1 and 2 are attached hereto and are incorporated verbatim by reference as though set out fully herein.

III. CONTRACTOR

Contractor, _____, represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

IV. GENERAL STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described on Exhibit 1, which is attached hereto and incorporated into this contract by reference as though set out fully herein.

V. TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years beginning October 1, 2025 and ending on September 30, 2028. The effective date of this contract shall be October 1, 2025.

VI. CONTRACT PRICE

As consideration of this contract, the City agrees to pay to Contractor for the faithful performance of the work described in this Contract the sum of _____ Dollars ($_____).

VII. PAYMENT OF CONTRACT PRICE

The City shall pay to the contract price to the Contractor in accordance with the following schedule:

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor.

IX. LICENSE

The Contractor shall be properly licensed prior to commencement of the work.

X. QUALITY OF WORK

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

XI. PROTECTION OF UNDERGROUND UTILITIES

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

XII. INDEPENDENT CONTRACTOR

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

XIII. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, as Owner, and its agents, employees and consultants, including the Mayor, elected members of the City Council (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring

property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

XIV. INSURANCE

Contractor agrees to obtain and maintain and keep in full force and effect during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

A. For personal injuries, including death, in an amount of not less than:

(i) $500,000 for any one-person occurrence
(ii) $1,000,000 for any one occurrence

B. For damage to property not belonging to Contractor (or his subcontractors) in an amount not less than:

(i) $500,000 for any one accident
(ii) $1,000,000 aggregate amount

C. For personal injuries including death and/or for damages to property not belonging to Contractor (or his subcontractors) caused by automotive equipment used by Contractor (or his subcontractors) in an amount not less than:

(i) $500,000 personal injury per person per occurrence
(ii) $500,000 property damage per accident
(iii) $l,000,000 personal injury per occurrence

D. Workers' Compensation, State, and Federal Statutory requirements plus:

(i) $500,000 employer's liability per person

The above-described insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills and its agents, employees and consultants, including the Mayor and elected members of the City Council as additional insureds there under.

XV. ADDITIONAL INSUREDS

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in

whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and

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

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

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

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

F. **CERTIFICATES OF INSURANCE POLICY COVERAGES**: The Contractor shall deliver to the City insurance certificates to evidence that all insurance policies and coverages described in section XIV and section XV of this Contract are in full force and effect. Delivery of said certificates by the Contractor to the City shall be made prior to the commencement of the work by the Contractor. In other words, Contractor shall not begin work unless and until the Contractor has delivered the insurance certificates to the City.

XVI. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the prior written consent of the City evidenced by a properly enacted resolution of the City Council.

XVII. SUBCONTRACTORS

No proposed subcontractor shall be disapproved by the City except for cause. Contractor shall inform City of proposed subcontractor prior to work.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions for the work embraced by the project.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.

The Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

XVIII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to the Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XIX. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonably clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XX. TERMINATION OF CONTRACT

The City shall have the right at any time to cancel and terminate this contract for any reason or no reason upon seven (7) days advance written notice to the Contractor. In such cases, Contractor will be paid for all work actually performed prior to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

XXI. 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.

XXII. 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."

XXIII. MISCELLANEOUS

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

B. **WAIVER OF MODIFICATION**: Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

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. **CONSTRUCTION OF TERMS**: The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, 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.

E. **GOVERNING LAW**: This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. **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.

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

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

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

J. **SURVIVAL**: All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

K. **ENTIRE AGREEMENT**: This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____, an Alabama _____, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the _____ day of _____, 2025.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

_____
An Alabama _____

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

Given under my hand and official seal, this the _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:
_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2025.

_____
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 _____, whose name as _____ of _____, an Alabama _____, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)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 _____, 2025.

_____
Notary Public

My Commission Expires:
_____
SEAL

Specifications for ROW Mowing and Maintenance

1. Scope of Services

To provide all supervision, labor, equipment and services required to perform all lawn services for Vestavia Hills Public Services as specified herein.

2. Qualification of Bidders

Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of mowing and maintenance services. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City of Vestavia Hills, the contracting agency, may require proof of these qualifications.

All bidders must have in their possession or available to them by formal agreement at the time of bidding, vehicles, devices, hand tools, and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

3. Safety Standards

All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.

The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

4. Discontinuance of Work

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

5. Observance of Laws, Ordinances and Regulators

The contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

6. Protection of Underground Utilities (Reference Contract)

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractor's operations.

7. Addition or Deletion of Areas

The contracting agency reserves the right to change, add or delete areas for service. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual service contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

8. Work Schedule

The contractor will schedule the work during typical work hours for related services, unless authorized by the contracting agency. Serviced areas shall be completed on Monday-Friday, weekly, unless changed by contracting agency.

9. Licenses and Permits

The contractor shall, at his expense, procure all necessary licenses and permits needed to contract.

10. Subcontracts (Reference Contract)

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

11. Execution of the Contract

The successful bidder shall, upon notification of selection as the successful bidder, enter into contract with the contracting agency and shall simultaneously provide the appropriate indemnities and insurance required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties. The contractor shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the contracting agency.

12. Supervision

This contract will be under the direct supervision of the contracting agency. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and contracting agency and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

13. Work Crew Supervision

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the contracting agency. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury or safety hazard.

14. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

15. Contract Termination

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

16. Insurance (Reference Contract)

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified in the contract document. The City, its employees and elected officials shall be named as additional insureds. A certificate of insurance shall be submitted with the executed contract and shall be renewed as needed during the term of said contract.

17. Crew Information

a) Crews shall be dressed neat. Shirts shall be worn at all times

b) Courtesy to persons utilizing City facilities is required at all times
c) Breaks shall be taken individually
d) No “horseplay” will be tolerated on the job.
e) All refuse from lunches and breaks will be disposed of immediately.
f) **No items of trash shall be run over with mowers or weed-eaters.**

18. Equipment

a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the contracting agency. The contracting agency reserves the option to demand replacement of any equipment which in its opinion has a poor operational record.

b) Equipment will not be stored on City property.

c) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.

d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.

e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

19. Required Work (see following Exhibit 1 and maps)

Exhibit 1 -- Required Work

1. Unless otherwise noted below, all work to be done once a week during the months of April through September, on Monday-Friday unless changed by inclement weather or by the direction of the Public Service Director or his designee. Work to be done once per month from October through March unless otherwise noted.
2. Reference attached list, legend sheet, and detail project maps for specific site locations.
3. Contractor responsible to walk or review areas prior to mowing operations to ensure area is clear of trash or debris. If trash or debris is collected, please contact and coordinate with the City's Public Works staff or City designee for removal.
4. Contractor is responsible to include quantifications of any pesticides, herbicides, and fertilizers or other chemical application to treated areas in a monthly report to the City to be included with invoice requests for payments. This should summarize types of materials applied, brand name if available, and amount applied at each application.
5. See **Alternate List A, B, and C** at the end of document to include in bid submittal. This work will be contingent of City approval.
6. Keep leaves swept up during fall in the areas.
7. All work must be of high quality and must meet general grooming standards of a public facility as set by the Public Service Director or his designee.
8. When work is complete, all sidewalks, roads, etc. must be free of clippings.
9. If work is unsatisfactory CONTRACTOR will be notified by the Public Service Director or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Public Service Director or his designee, there will be a 25% penalty for that month's payment.
10. Any damages caused to City facilities shall be repaired or replaced immediately by the CONTRACTOR.

MAINTENANCE OPERATIONS – Specific to Lawns at I-65/Highway31 intersection but potentially may apply to other project areas as directed by Public Service Director

Mowing:

1. Mow lawns a minimum of one (1) time per week during the growing season and as otherwise needed to maintain a neat appearance.
2. Lawn height shall not exceed one-half inch above the specified mowing height before mowing. Mow Bermuda lawn at a cutting height of one and one-half inches (1 1/2").
3. Bag clippings during mowing or remove immediately after mowing is performed. Dispose of clippings off site.
4. Immediately remove debris resulting from mowing operations from curbs, walks, drives and other surfaces.

Edging:

1. Edge curbs, drives, walks and areas bordering lawn a minimum of one (1) time per month during the growing season and as otherwise needed to maintain a neat appearance. At minimum, edge all areas eight (8) times per year.
2. Remove and dispose of off-site, all debris the same day as the areas are edged.
3. Edge around trees, posts, utilities, etc. at frequency stated above.
4. Maintain all shapes and configurations of plant beds as originally installed. Provide a clean trenched line between all lawn and mulched areas.

Weed Control (Improved Beds on Highway 31 and lawn at I-65/Highway31 intersection):

1. Employ mechanical or chemical measures to ensure that weeds or undesirable grasses do not encroach upon or establish in lawn areas.
2. Apply contact herbicides on winter weeds in January. Spray on dormant Bermuda grass for wild onions and other winter weeds.
3. Apply pre-emergent herbicides to lawn areas to prevent crabgrass.
4. Apply post-emergent herbicides to lawn areas as required after the emergence and identification of the weed problem.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc. as necessary to maintain a manicured, neat and clean appearance.

TREES, SHRUB PLANTINGS AND BED AREAS:

Pruning:

1. Prune all ornamental plantings in accordance with standard horticultural practice to adequately maintain an attractive shape and fullness with respect to the intended character of the plant. Pruning shall be done with clean, sharp tools.
2. Prune to remove dead and/or diseased wood as it occurs throughout the year.
3. Prune or thin shrubs a minimum of two (2) times per year, once in late spring/summer and once during the winter. Problem growth will be pruned as required. Time pruning to maintain proper flowering of flowering shrubs.
4. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulching:

1. Rake bed surface areas one (1) time per month minimum to maintain a fresh appearance and to remove foreign material.
2. Replenish mulch/straw one time per year minimum, typically in the spring. Replenish to the original specified depth of 2" after settlement.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc., from shrub plantings and bed areas as necessary to maintain a manicured and clean appearance.

GRASS CUTTING MOWERS – 2025 update (see maps for additional detail)

M-1 HAYES CIRCLE AND VESTRIDGE DR

Mow; weed eat/trim 1621 Hayes Circle to Pizitz Drive (sidewalk side)

Mow; weed eat/trim Vestridge Drive (both sides) from Hwy31 to first houses near Badham

Mow; weed eat/trim traffic triangle at Vestridge Drive and Badham Drive

M-2 MERRYVALE RD (SW ONLY) & East Side of VESTAVIA PL

Mow; weed eat/trim Merryvale Road (sidewalk side) between Waldridge Rd and Vestavia Pl

Mow; weed eat/trim east side of Vestavia Place from Merryvale Rd to cul de sac

M-3 INTERSECTION INDIAN HILL RD AND OLD ORCHARD RD

Mow; weed eat/trim Indian Hill Road at Old Orchard Road Intersection (grass island)

M-4 OLD CREEK TRL AND CANYON CREEK LN

Mow; weed eat/trim sidewalk area to include shrubs on Old Creek Trail from Highway 31 to Canyon Creek Lane and along Canyon Creek Lane to Canyon Rd (grass and weeds along sidewalk)

M-5 ALLEY BETWEEN MAYLAND LN AND OLD ORCHARD RD

Mow; weed eat/trim undeveloped alley way at Old Orchard Road/ Mayland Lane

M-6 VESTAVIEW CIR

Mow; weed eat/trim the center island on Vestaview Circle

M-7 VESTAVIEW LN

Mow; weed eat/trim sidewalk area on Vestaview Lane from edge of Shades Mountain Baptist Church parking lot to 1745 Vestaview Lane

M-8 Unimproved ROW between TROUSDALE ST & HICKORY RD & ALLEY BEHIND 2200 SHADES CREST RD

Mow; weed eat/trim 2125 Hickory Road (alley way) including ditch line

Mow; weed eat/trim Shades Crest Road at Trousdale Street (alley way behind 2200 Shades Crest Road)

M-9 Grass Triangle SMYER RD & SHADES CREST RD and Grass Triange BIG SPRINGS AND SHADES CREST RD

Mow; weed eat/trim grass triangle at Smyer Road and Shades Crest Road

Mow; weed eat/trim grass triangle at Big Springs Road and Shades Crest Road

M-10 VESTHAVEN WAY

Mow; weed eat/trim Vesthaven Way from Highway 31 to first house on both sides of road

M-11 CH MONUMENT SIGN HWY 280 AND DOLLY RIDGE RD& BROOKWOOD GREEN TRACE

Mow; weed eat/trim area at the intersection of Dolly Ridge Road and Highway 280 on the eastbound lane surrounding the monument sign and grass area on Woodhaven Cir side

Mow; weed eat/trim along sides of Brookwood Green Trace from Hwy 280 to City Limits

M-12 US HWY 31 ENTRANCE RAMP ENTRANCE AREA & MOUNUMENT AREA TO MONTREAT DR

Mow; weed eat/trim the right of way at the intersection of Highway 31 and Columbiana Road, the ditch line to Montreat Drive, and area around the entrance monument to include the side closest to I-65 on the North bound lane of Highway 31. This will include keeping the beds weed free and trimmed. This should also include refreshing the straw in the beds two (2) times per year.

M-13 MORGAN RD & LIMEROCK RD

Mow; trim hedges and weed eat/trim the right of way on both sides of the sidewalk on Morgan Drive from the intersection of Lime Rock Road and Morgan Drive (across from Fire Station #3) to the first business on the left.

Mow; weed eat/trim along sides of Limerock Road from Morgan to first house.

M-14 TRAFFIC TRIANGLE @ DOLLY RIDGE RD & CAHABA HEIGHTS RD

Mow; weed eat/trim traffic triangle at Dolly Ridge Road and Cahaba Heights Road, and grass on both sides of Dolly Ridge to the north of this intersection

M-15 CAHABA HEIGHTS RD- ROUND ABOUT- BLUE LAKE DR AND SICARD HOLLOW RD

Mow; weed eat/trim Cahaba Heights Road from Brent Drive to new roundabout at Sicard Hollow

Mow; weed eat/trim new roundabout at Sicard Hollow and Blue Lake

15 A BLUE LAKE DR BOTH SIDES TO CITY LIMITS ELMORE DR (TOP OF HILL)

Mow; weed eat/trim Blue Lake from roundabout to City Limits

Mow; weed eat/trim Elmore Drive

M-16 OVERTON RD – OAKDALE DR TO INT LIBRTY PKWY- & OLD OVERTON RD FROM OVERTON RD TO BOAT LAUNCH AREA

Mow; weed eat/trim Overton Road from Oakdale Drive to Liberty Parkway

Mow; weed eat/trim Old Overton Road from Overton Road to canoe launch area

M-17 LEONA WAY FROM OLD CREEK TRL TO UHAUL AT HWY 31

Mow; weed eat/trim sidewalk area to include the hand rail on Old Montgomery Highway from Old Creek Trail to the edge of Uhaul.

M-18 BLIND BROOK LN

Mow; weed eat/trim Blind Brook Lane across from 1512 Blind Brook (cut 8' behind gutter)

M-19 CAHABA RIVER RD - HEALTHY WAY & BLUE LAKE DR

Mow; trim hedges and weed eat/trim the intersection of Cahaba River Road and Healthy Wav/Blue Lake Drive on both sides of Cahaba River Road.

M-20 HWY 31 FROM I-65 TO SHADES CREST RD

Mow; trim hedges and weed eat/trim the medians for entire length of Highway 31 from Shades Crest Road on the North to I-65 on the South. Periodic pruning of crepe myrtles to be included once every two years(see Alternate A). Periodic chemical treatments to prevent infestations and weeds, to be included a minimum of three applications per year (see Alternate B). The sides of the road shall be maintained in areas not in front of businesses or residents. Two times per month October through March.

M-21 CROSSHAVEN AND OVERTON RD

Mow; weed eat/trim Crosshaven Drive at Overton Road in front of cemetery wall

Mow; weed eat/trim Overton Road from Crosshaven to apartment entrance

M-22 BEARDEN DR & PARKING LOT AREA GREENDALE RD

Mow; weed eat/trim sections of Bearden Drive not in front of homes or church

Mow; weed eat/trim island area at Greendale Road

M-23 SMYER ROAD

Mow; weed eat/trim area of Smyer Road under power line easement

M-24 MASSEY ROAD

Mow; weed eat/trim land scape area at Massey Road and Vestavia Forest; this will include keeping the beds weed free and trimmed

Mow; weed eat/trim corner of Massey Road and Jacobs

M-25 ROUND HILL RD HWY 31 TO FIRST HOUSE ON NORTH SIDE

Mow; weed eat/trim edge of Roundhill from slope at office building across from library to first house (1416)

M-26 VESTAVIA LAKE DR FROM CHESNUT ST TO 2059 VESTAVIA LAKE DR

Mow; weed eat/trim Vestavia Lake Dr from Chestnut to 2059 Vestavia Lake Dr

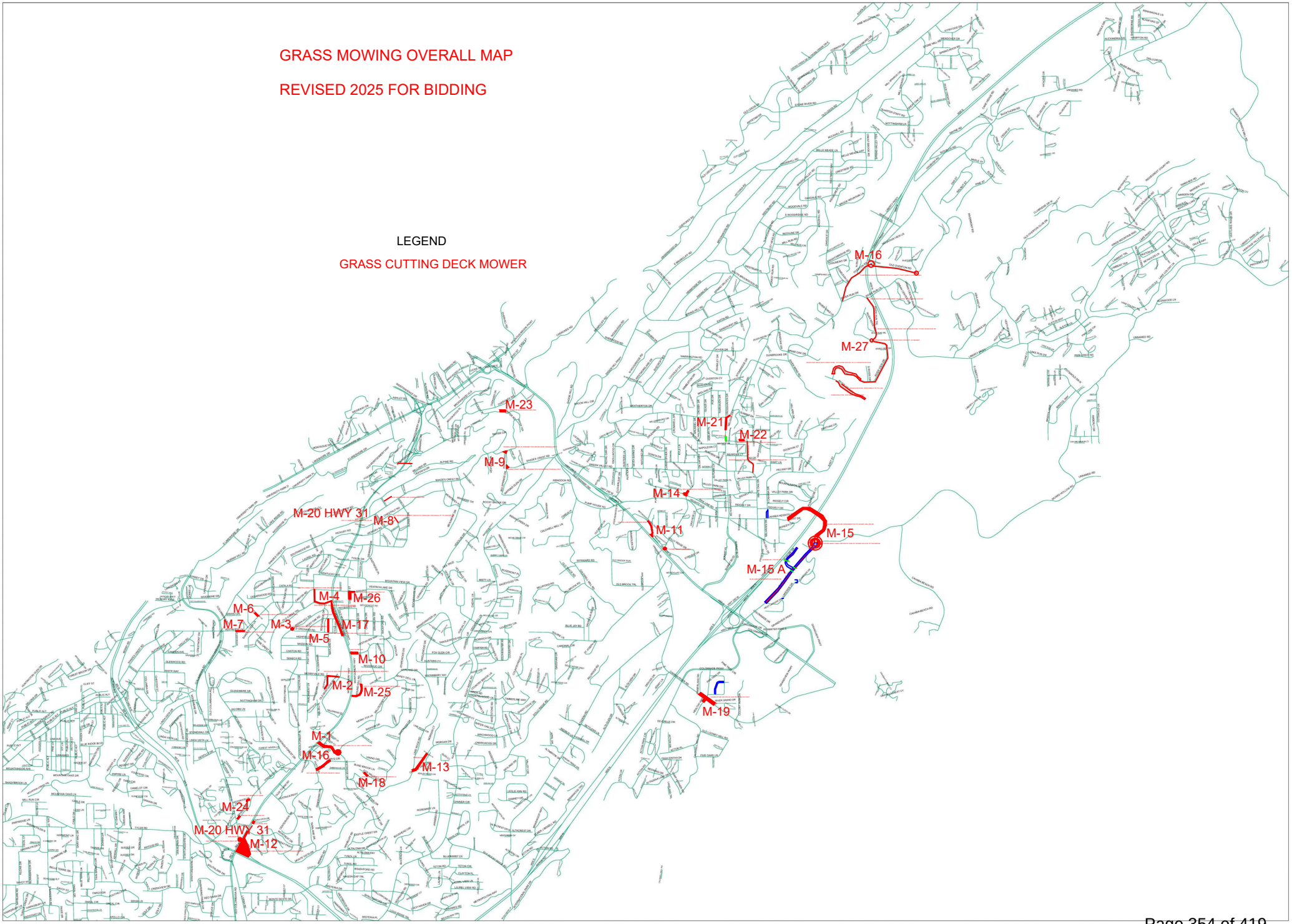
M- 27 RIVER RUN SUBD AREA, RIVER RUN TRL FROM CITY LIMITS TO RIVER VIEW DR AS NEEDED, INTERSECTION RIVER RUN TRL AND RIVERVIEW DR, RIVER VIEW DR TO INTERSECTION OF RIVER VIEW COVE AS NEEDED, RIVER VIEW COVER FROM INTERSECTION RIVER VIEW DR EAST TO CUL DE SAC

Mow; weed eat/trim various areas along River Run not in front of homes; this includes frontage along I459 fencing, undeveloped lots, and shoulder areas at steep slopes

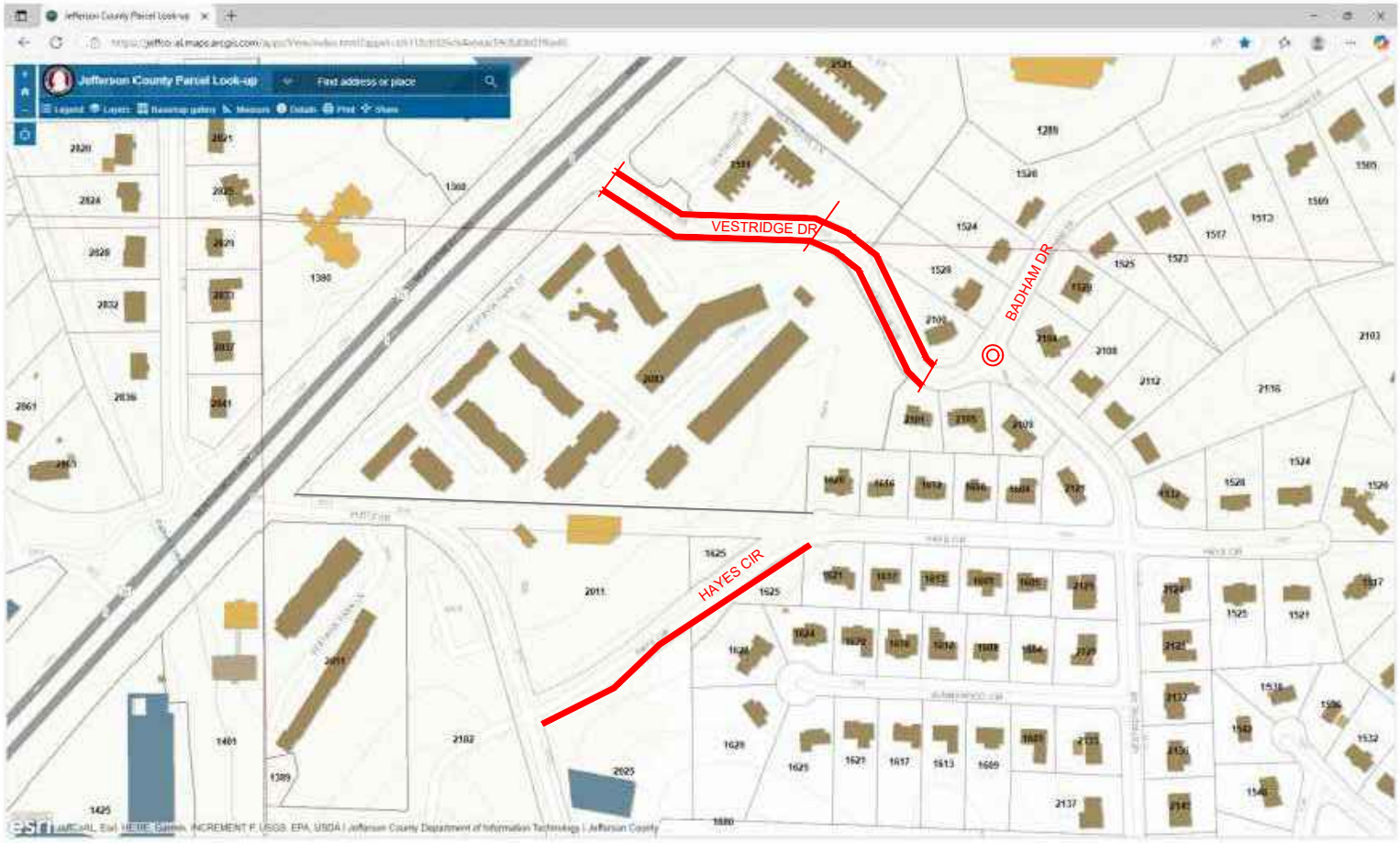
Alternate C

M-28 COLUMBIANA RD FROM VESTAVIA SCHOOL AREA NORTH TO CITY LIMITS

Mow; trim hedges and weed eat/trim the medians for entire length of Columbiana Road from the city limits marker on the North (just past Shades Crest Road) to Highway 31 on the South. The sides of the road shall be maintained in areas not in front of businesses or residents. Two times per month October through March.


GRASS MOWING OVERALL MAP
REVISED 2025 FOR BIDDING
LEGEND
GRASS CUTTING DECK MOWER
M-16
M-27
M-23
M-21
M-22
M-9
M-14
M-20 HWY 31
M-8
M-11
M-15
M-15 A
M-4
M-26
M-6
M-7
M-3
M-17
M-5
M-10
M-2
M-25
M-19
M-1
M-16
M-13
M-18
M-24
M-20 HWY 31
M-12

HAYES CIRCLE AND VESTRIDGE DR



FROM 1621 HAYES CIRCLE TO PIZITZ DR

FROM 2101 VESTRIDGE DR TO U.S. HWY 31 BOTH SIDES

TRAFFIC TRIANGLE @ INT. VESTRIDGE DR & BADHAM DR

M-1

MERRYVALE RD AND VESTAVIA PLACE

MERRYVALE RD FROM VESTAVIA PL TO WALDRIDGE RD

VESTAVIA PL FROM MERRYVALE RD TO END OF CUL DE SAC

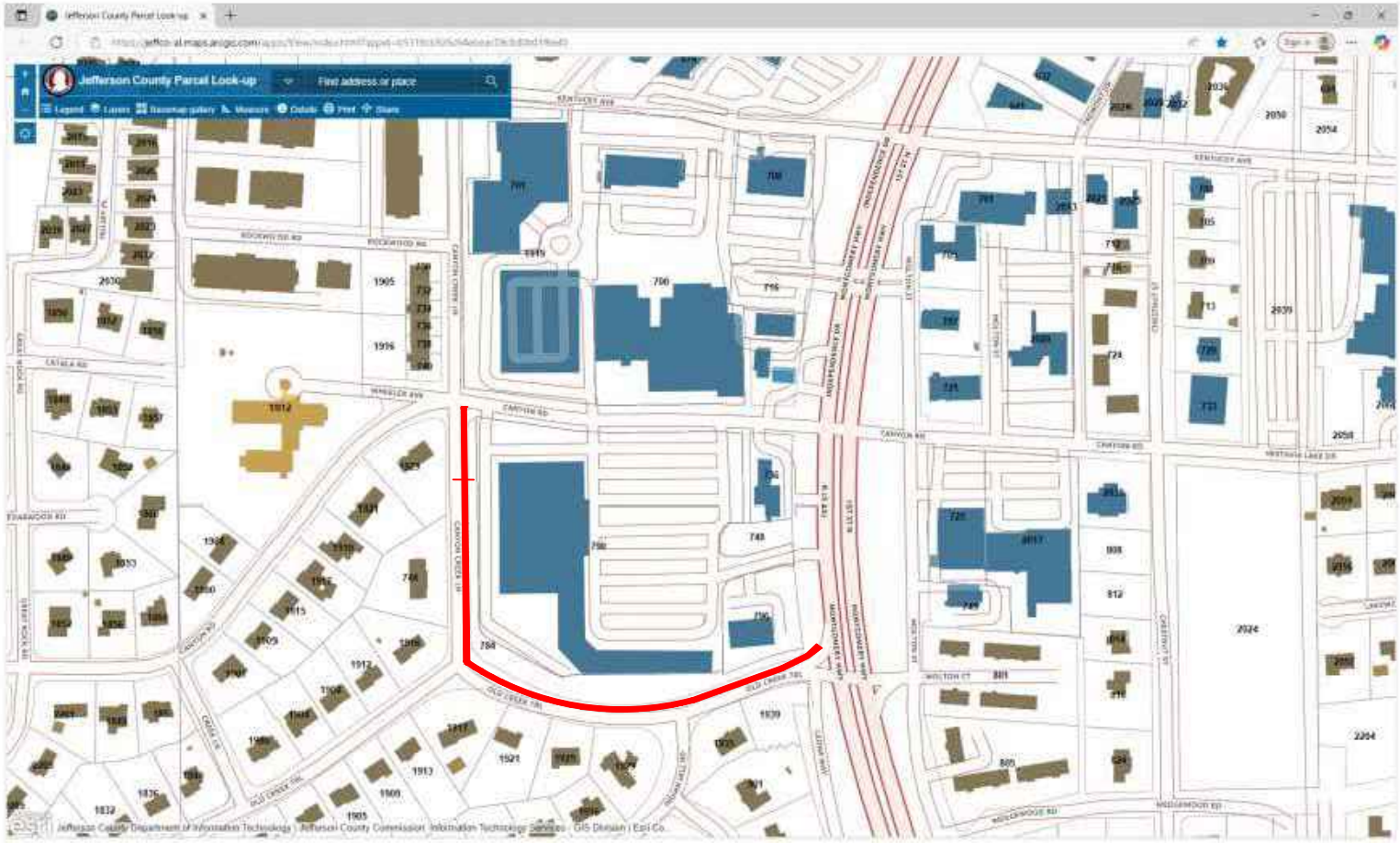
M-2

INT. INDIAN HILL RD & OLD ORCHARD RD

TRAFFIC ISLAND @ INT. INDIAN HILL RD & OLD ORCHARD RD

M-3

OLD CREEK TRL & CANYON CREEK LN

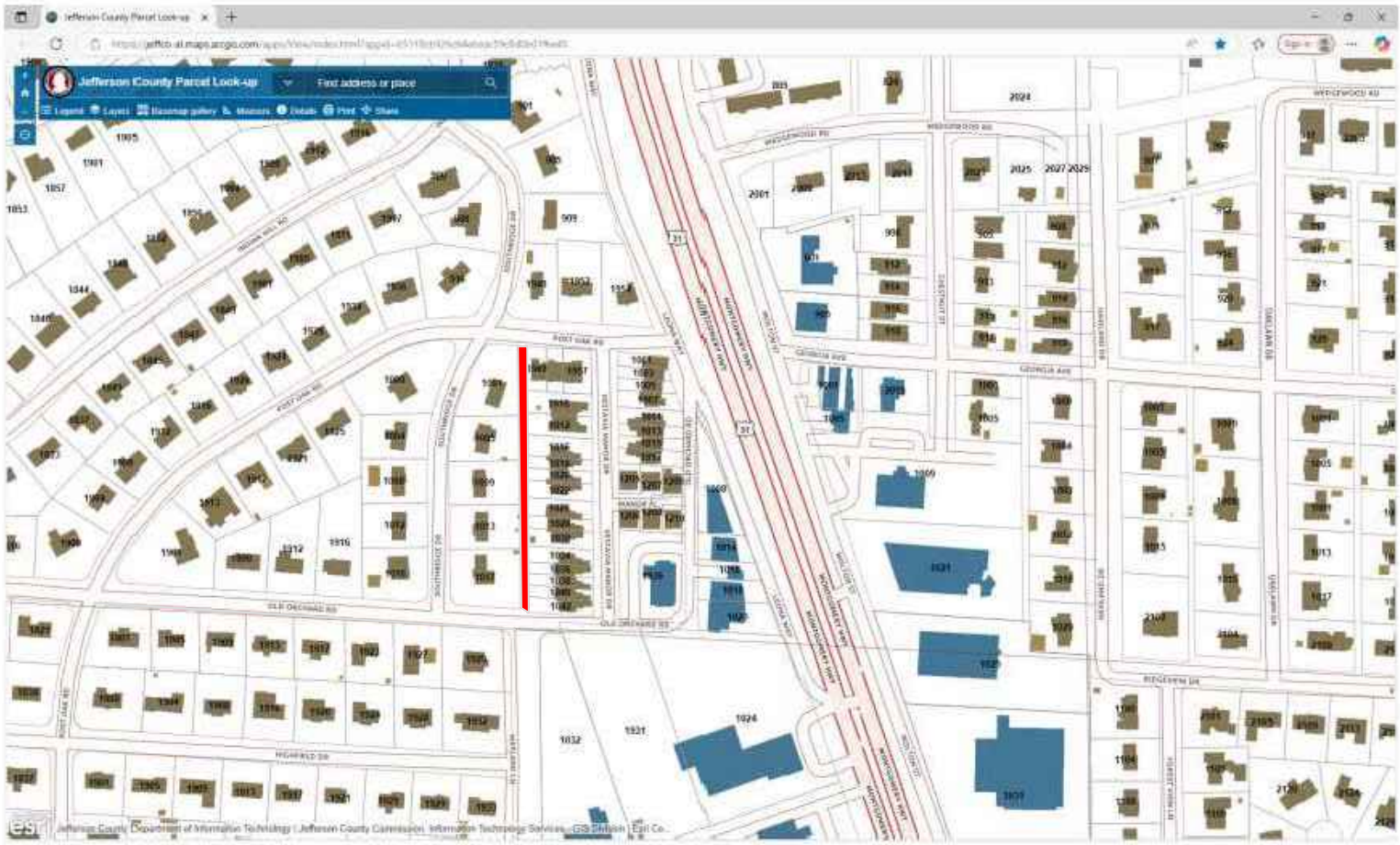


OLD CREEK TRL FROM U.S. HWY 31 TO CANYON CREEK LANE

CANYON CREEK LANE FROM OLD CREEK TRL TO CANYON RD

M-4

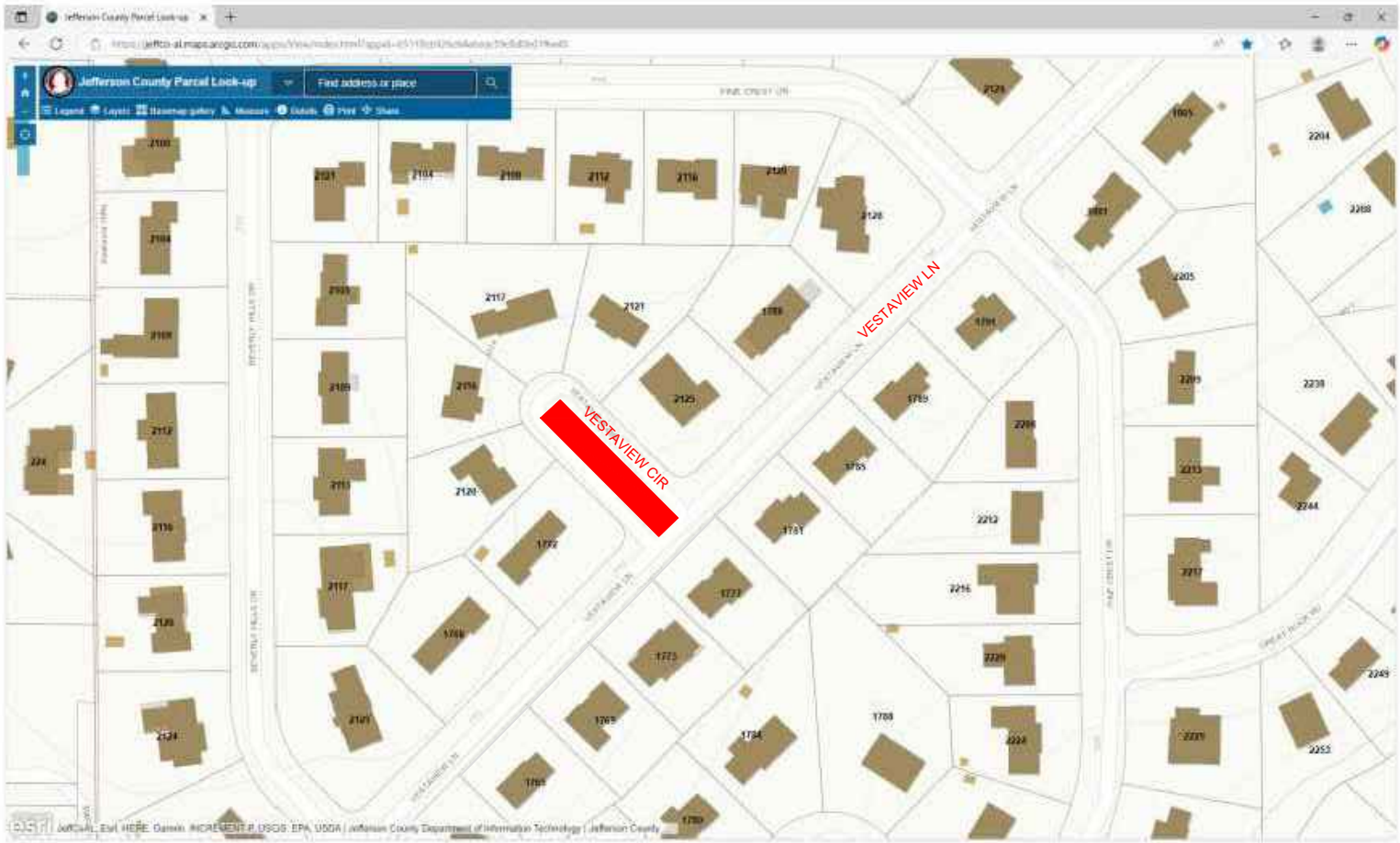
OLD ORCHARD RD AND POST OAK RD



ALLEY BETWEEN OLD ORCHARD RD AND POST OAK RD

M-5

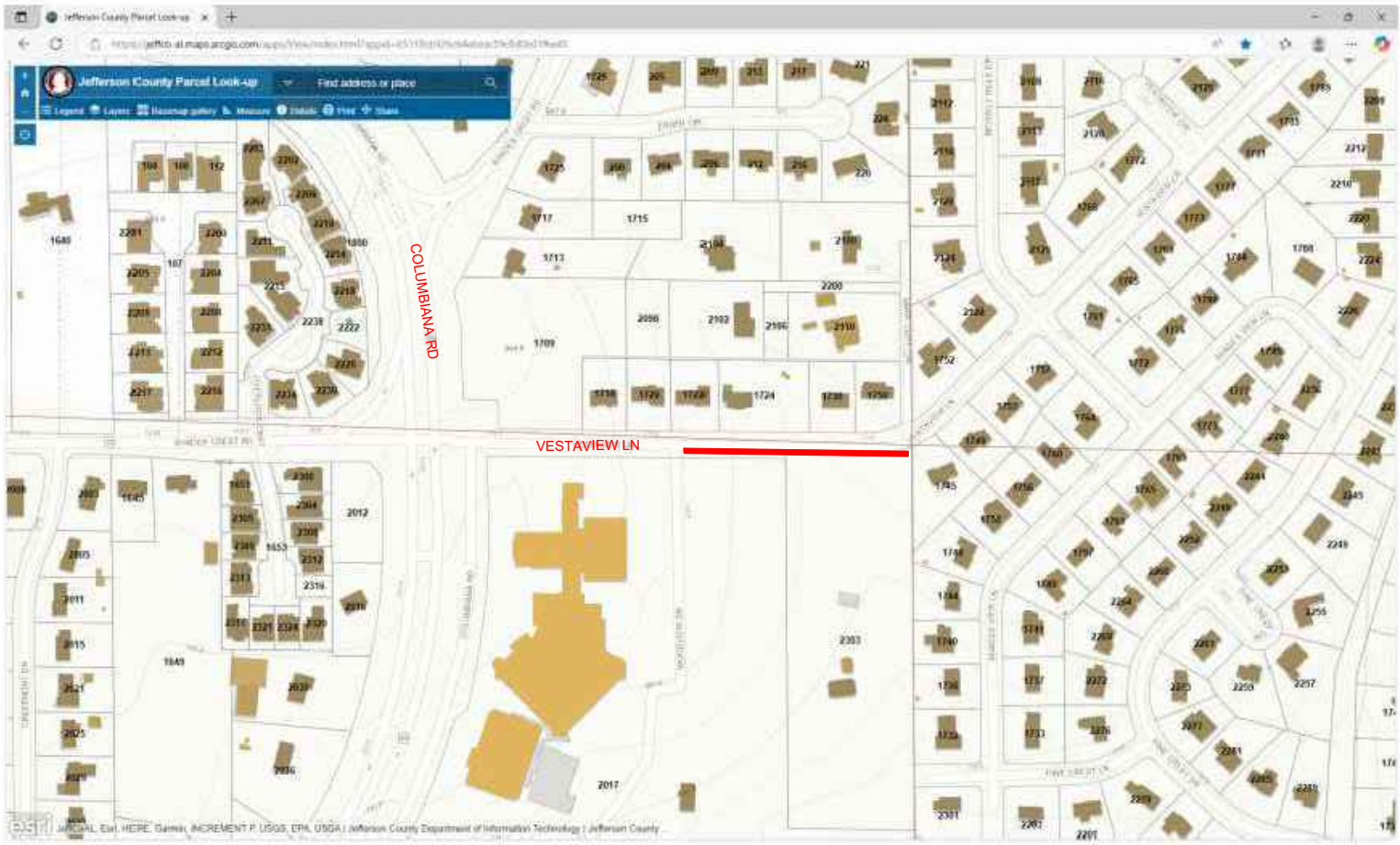
VESTAVIEW CIRCLE



ISLAND WITHIN VESTAVIEW CIRCLE

M-6

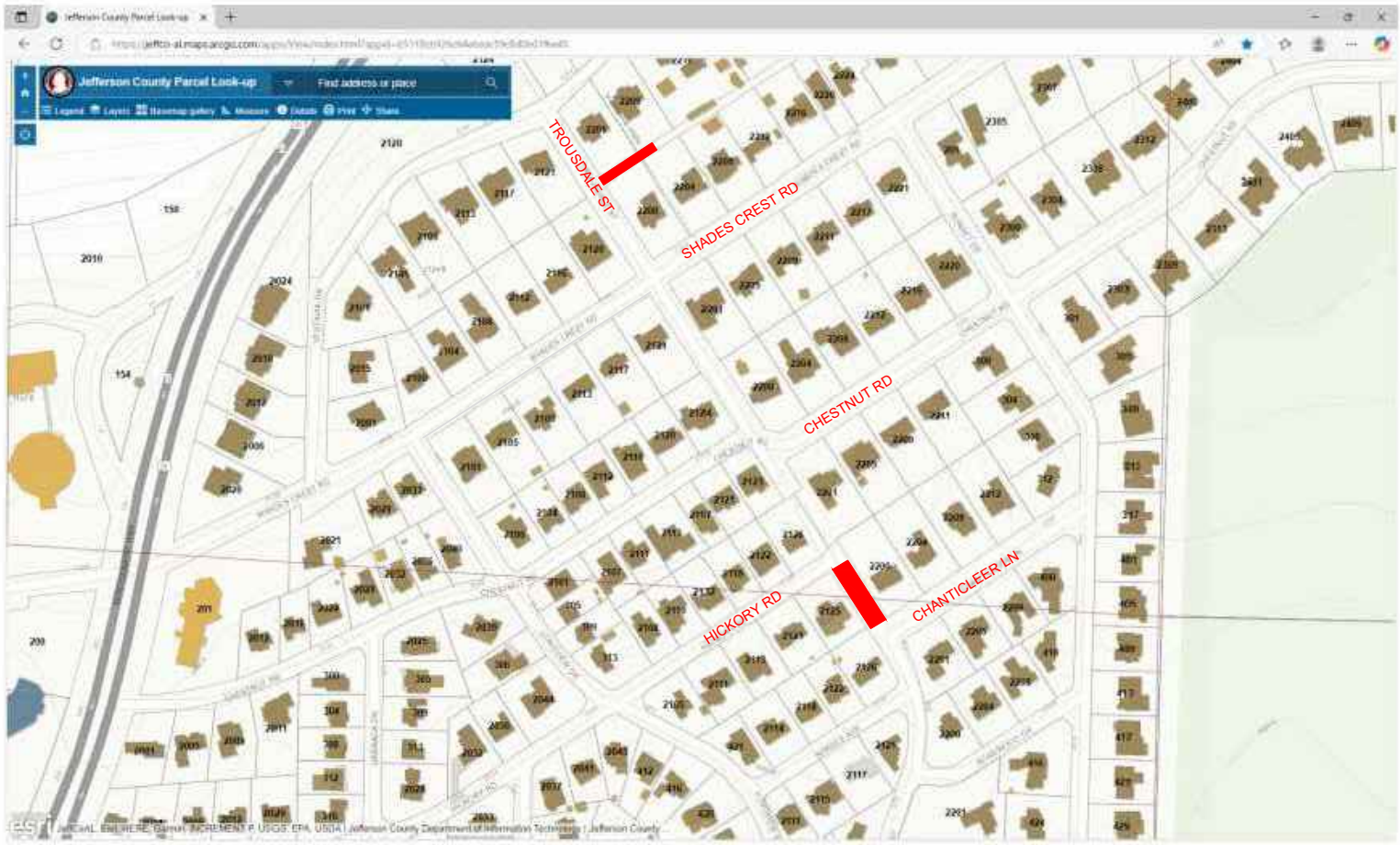
VESTAVIEW LN



VESTAVIEW LN SIDEWALK AREA

M-7

HICKORY RD & TROUSDALE STREET

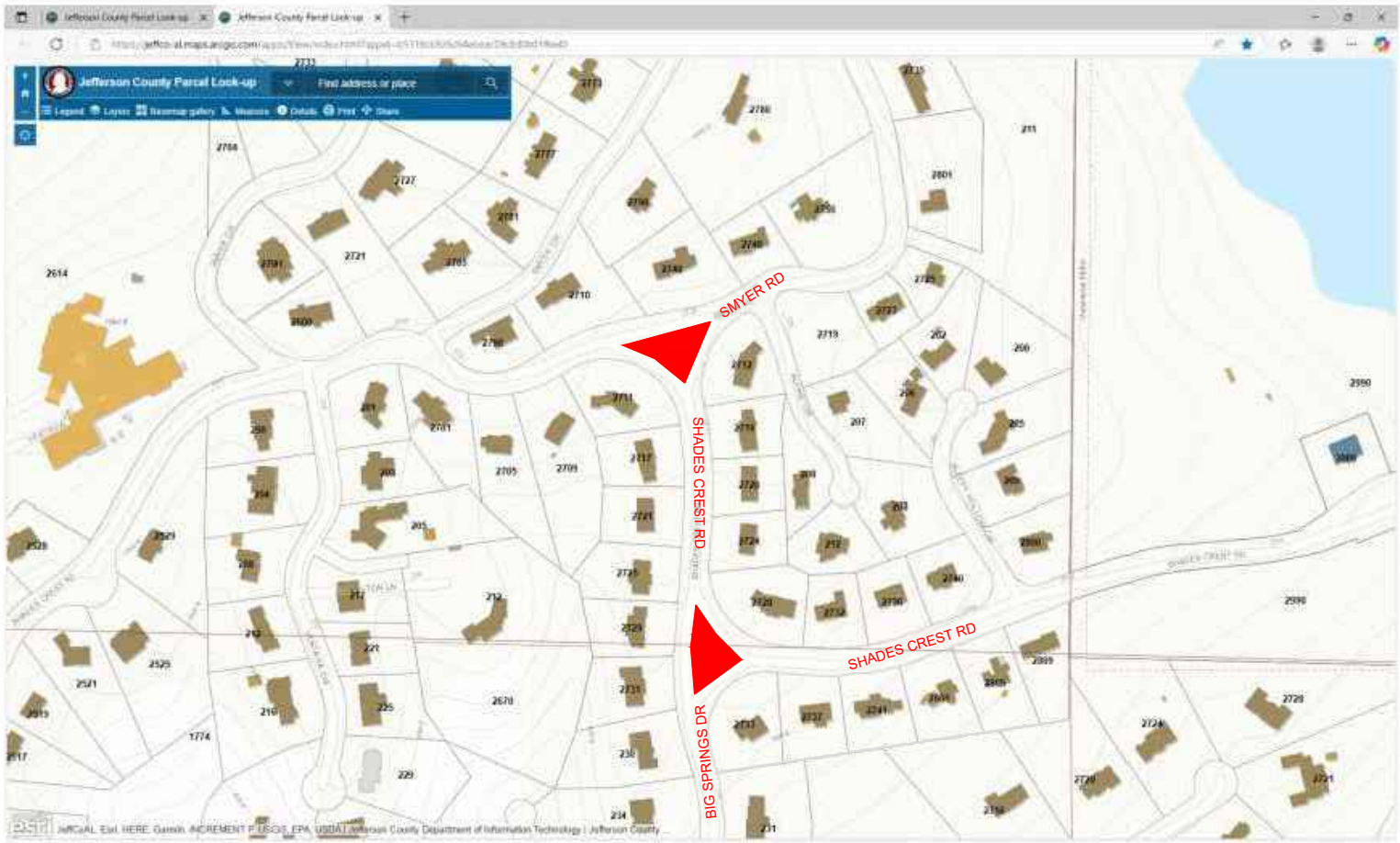


2125 & 2216 HICKORY RD UNOPENED ROADWAY & DITCH LINE

UNOPEN ALLEY EASTSIDE TROUSDASLE ST. BEHIND 2200 SHADES CREST RD

M-8

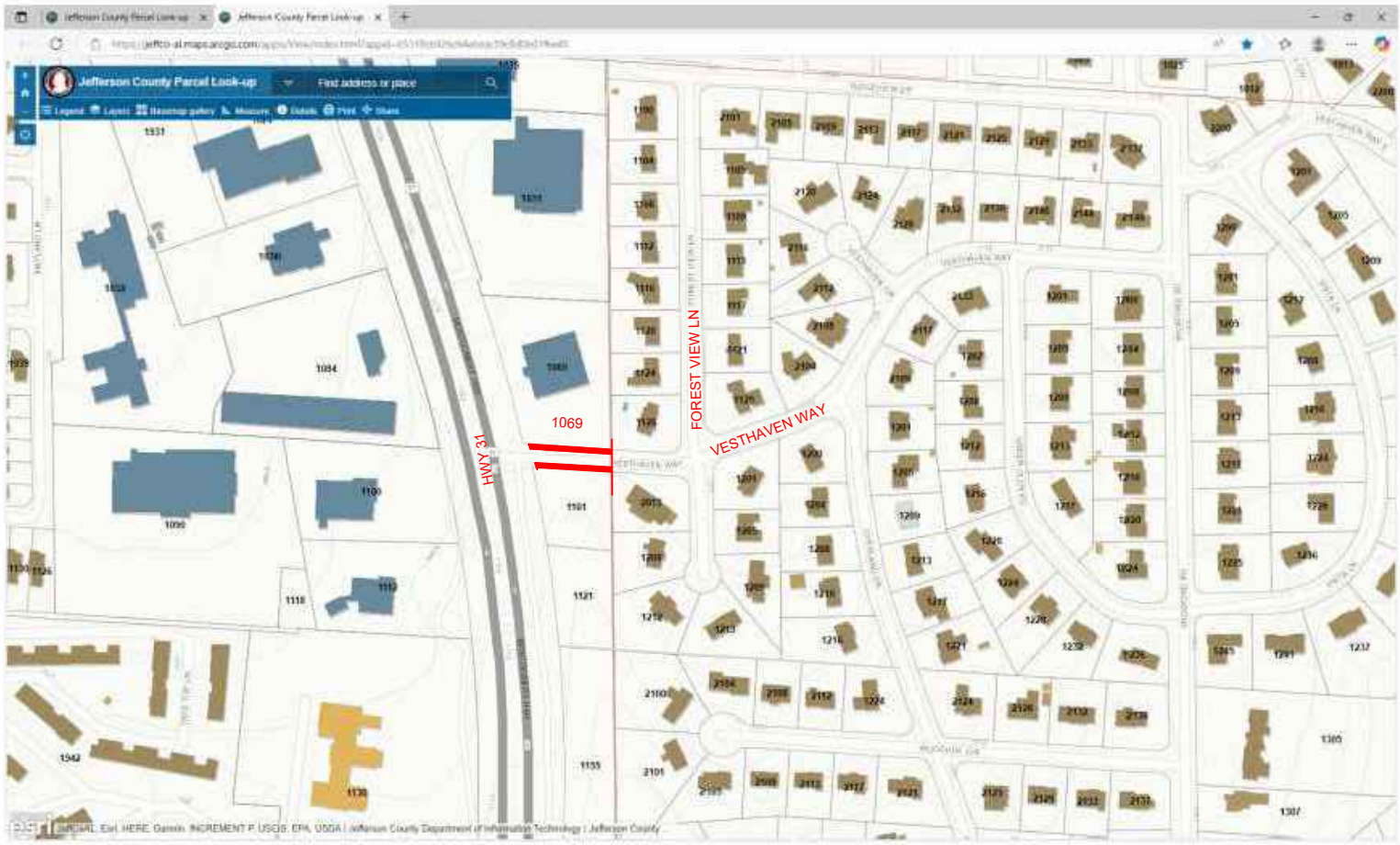
SHADES CREST RD @ SMYER RD & SHADES CREST RD @ BIG SPRINGS DR



TRAFFIC TRIANGLE @ SHADES CREST RD & SMYER RD
TRAFFIC TRIANGLE @ SHADES CREST RD & BIG SPRINGS DR

M-9

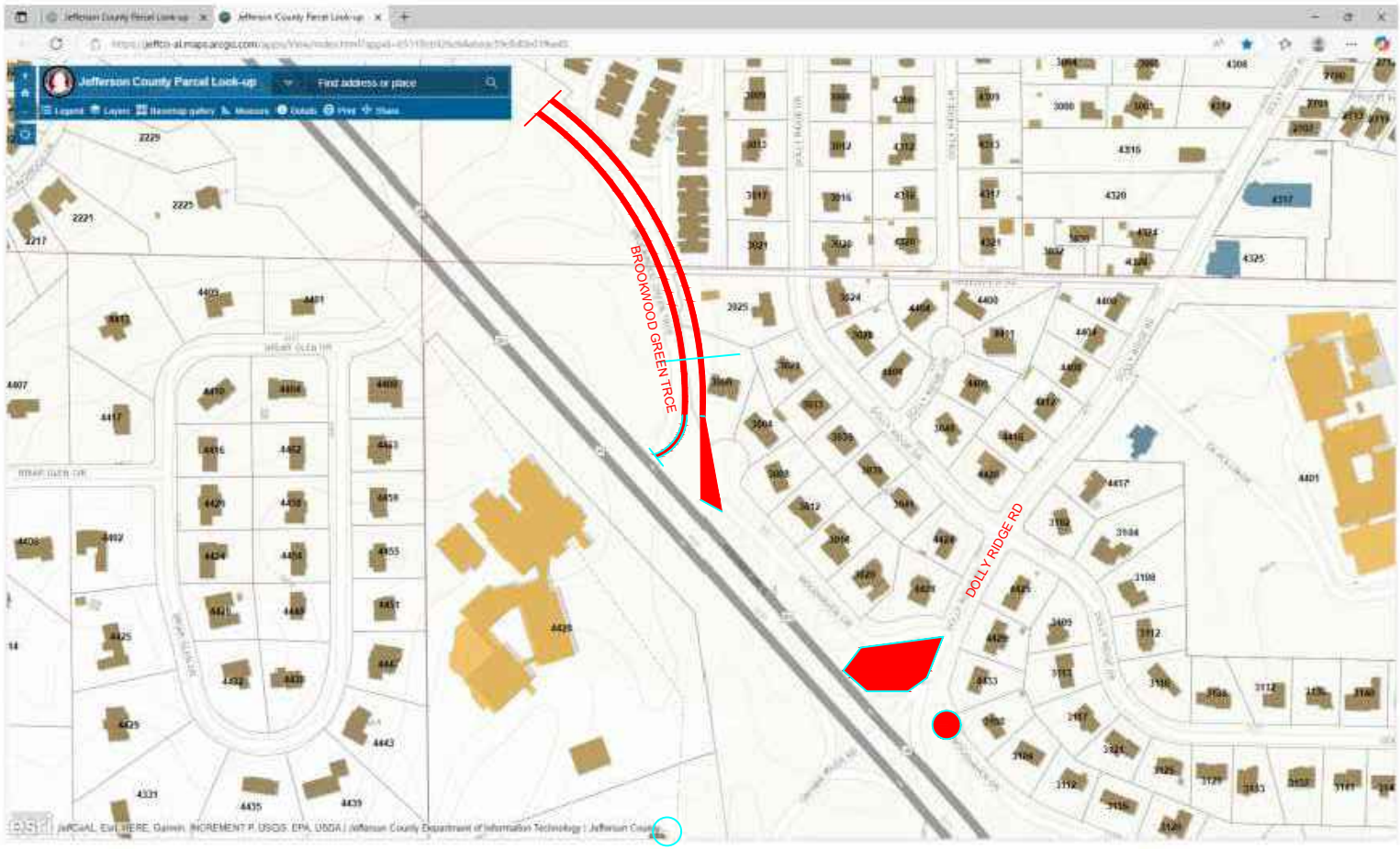
VESTHAVEN WAY



VESTHAVEN WAY FROM HWY 31 TO FIRST HOUSES AT CORNERS

M-10

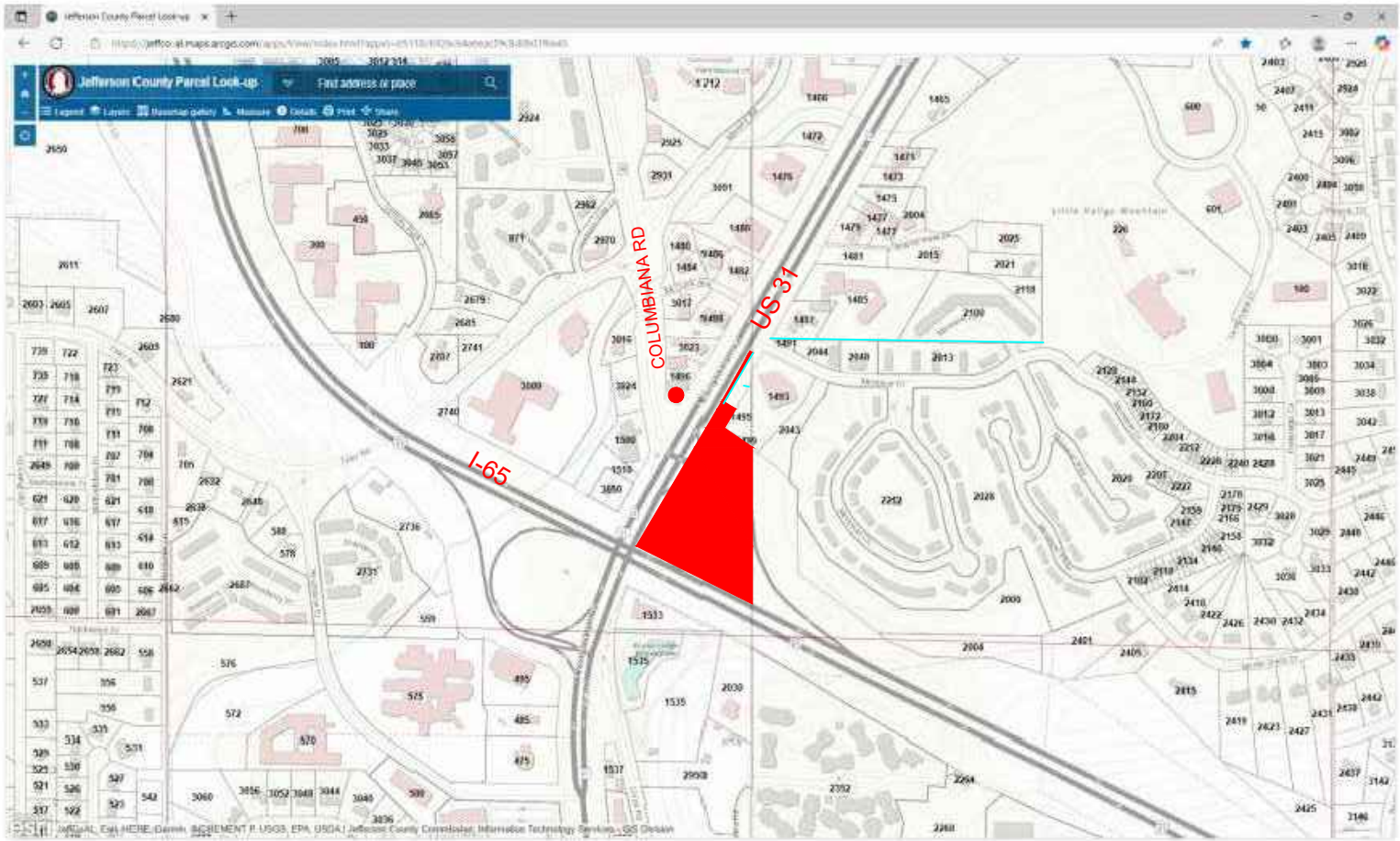
CH SIGN AREA HWY 280 & DOLLY RIDGE RD & BROOKWOOD GREEN TRCE



DOLLY RIDGE RD CH MONUMENT AREA AND WEST SIDE RADIUS TO HWY 280
BROOKWOOD GREEN TRCE INT. WITH 280 & BOTH SIDES TO BRIDGE

M-11

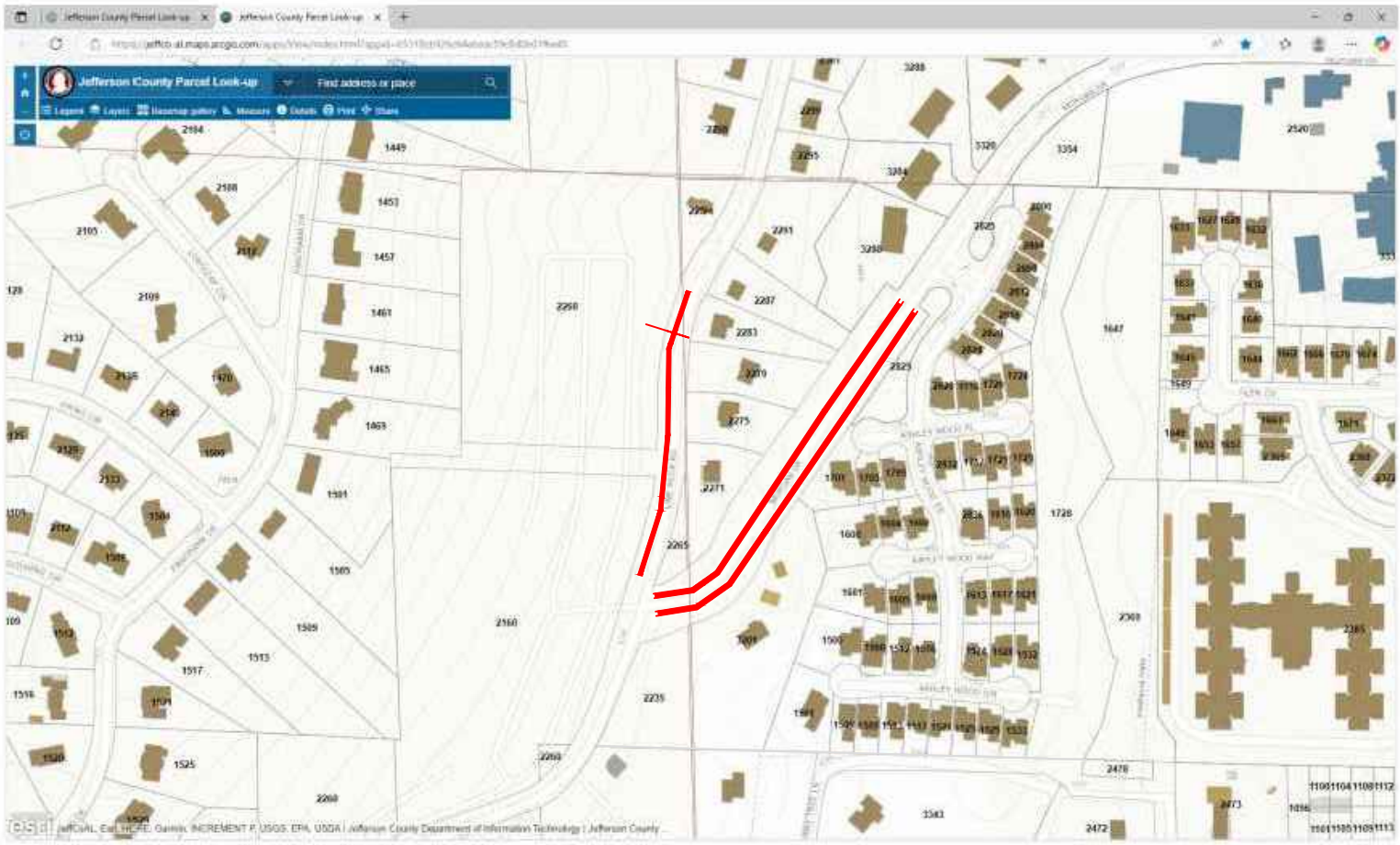
US HWY 31 AND I-65 OFF RAMP AREA



US HWY 31 AND I-65 OFF RAMP & MONUMENT AREA
NEW CITY VESTAVIA MONUMENT 1496 MONTGOMERY HWY

M-12

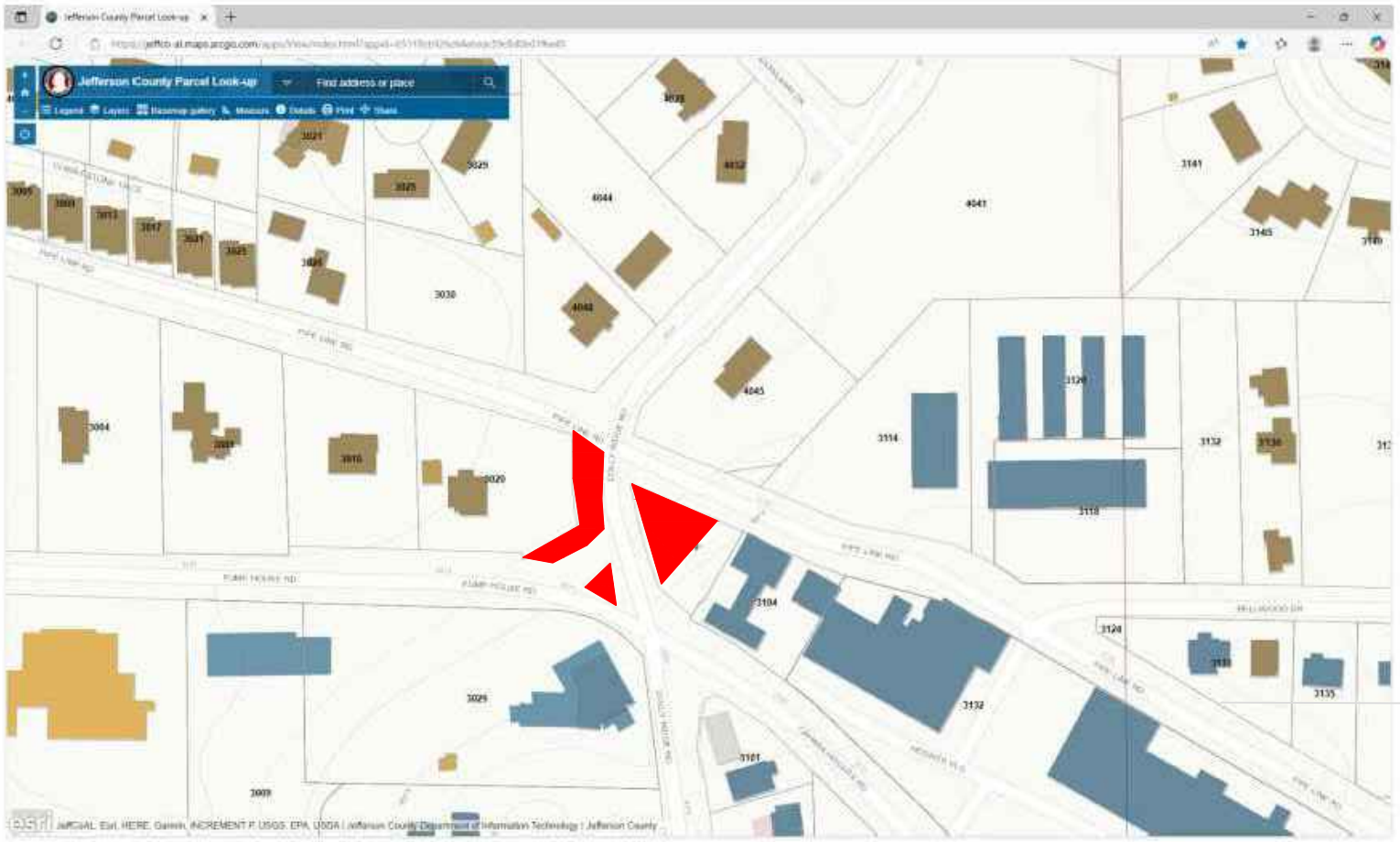
MORGAN DR & LIME ROCK RD



MORGAN DR FROM LIME ROCK RD TO SCHOOL PARKING AREA
LIMEROCK RD WESTSIDE FROM MORGAN DR TO 2294 LIMEROCK RD

M-13

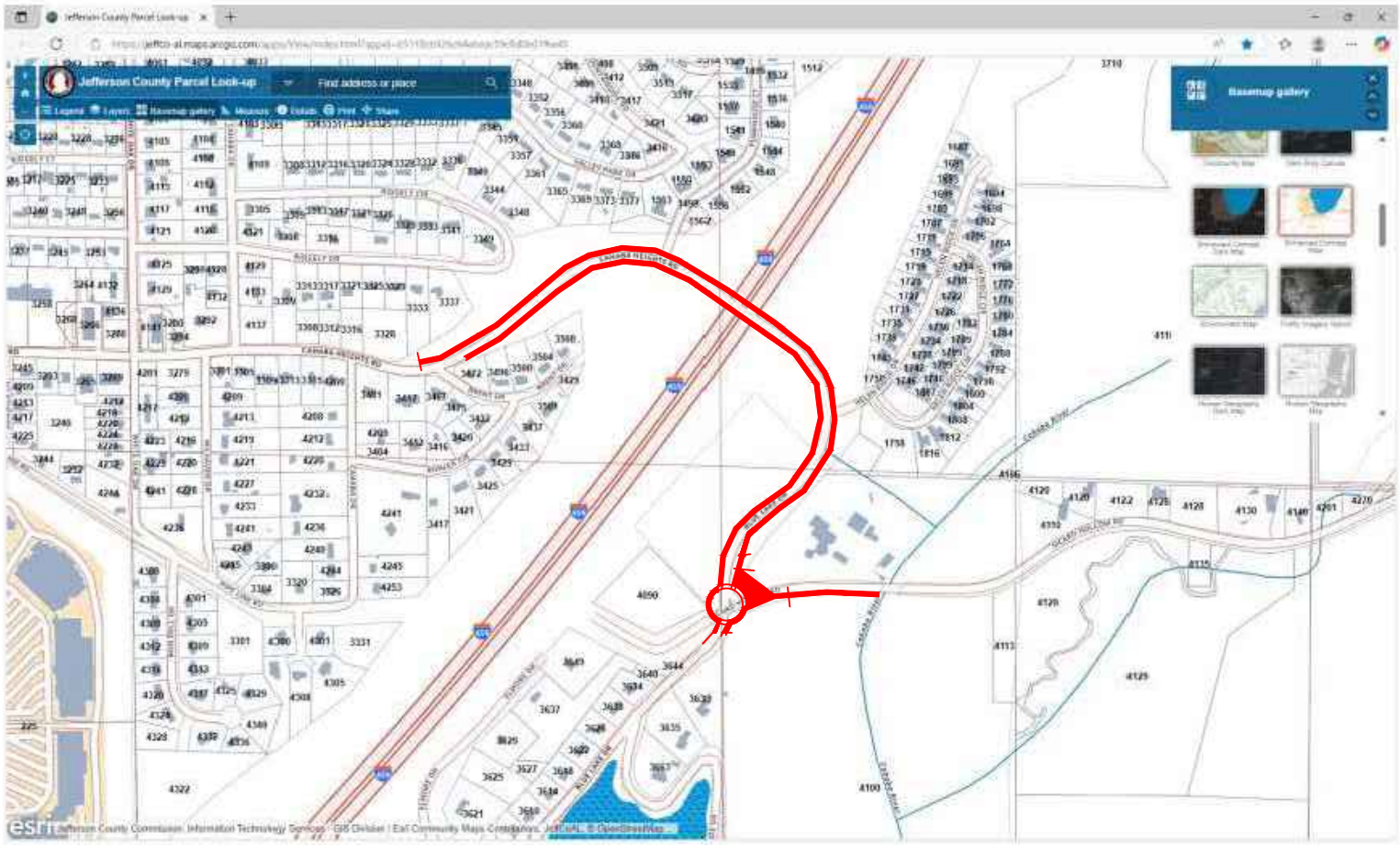
TRAFFIC TRIANGLE @ DOLLY RIDGE RD & CAHABA HEIGHTS RD



TRAFFIC TRIANGLE @ DOLLY RIDGE RD

M-14

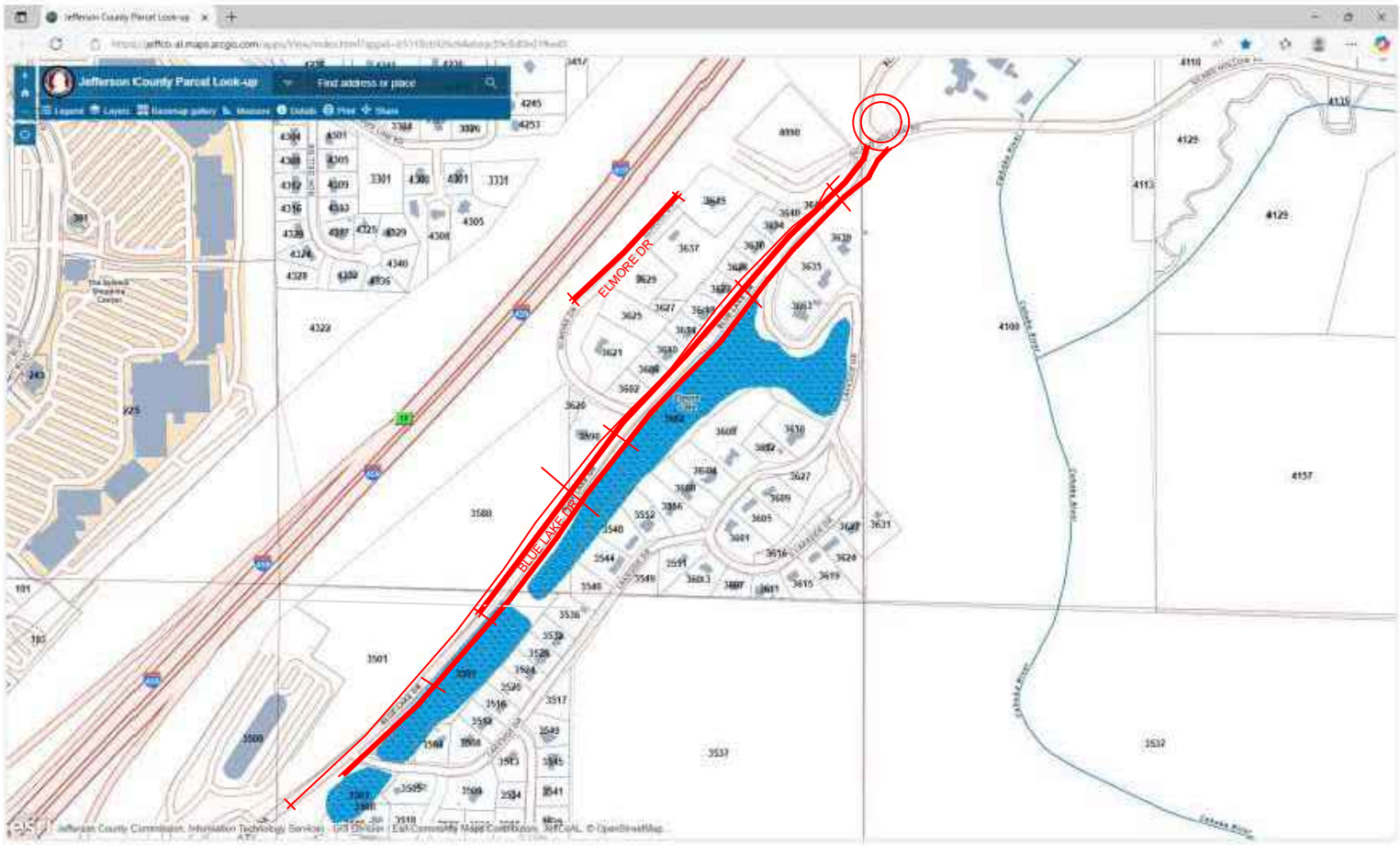
CAHABA HEIGHTS RD - ROUND ABOUT AREA -BLUE LAKE & SICARD HOLLOW RD



CAHABA HEIGHTS RD FROM BRENT DR TO NEW ROUND ABOUT AREA
ROUND ABOUT AREA & SICARD HOLLOW RD SOUTHSIDE TO BRIDGE
BLUE LAKE DR INTERSECTION WITH NEW ROUND ABOUT

M-15

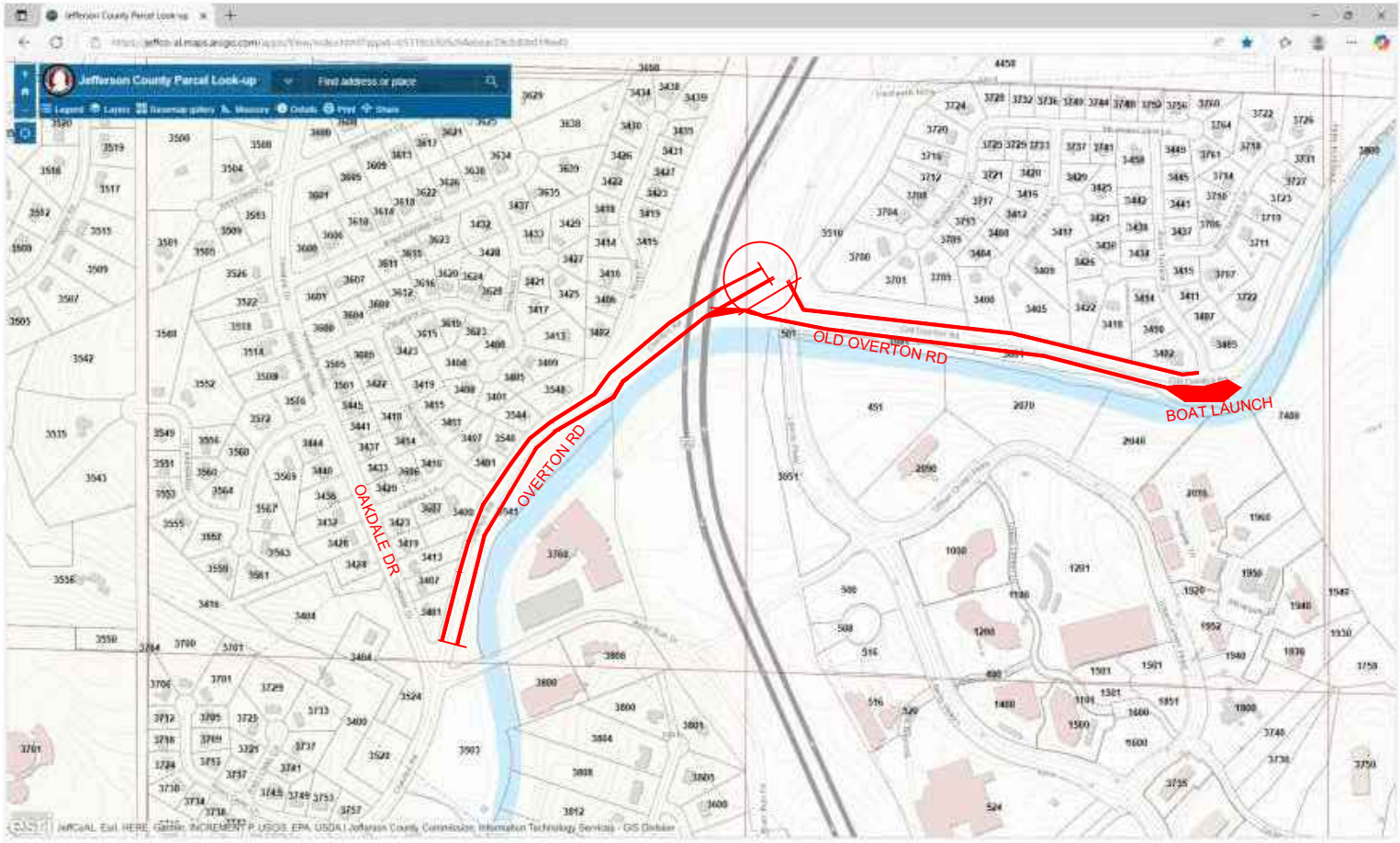
BLUE LAKE DR & INTERSECTION WITH NEW ROUND ABOUT



BLUE LAKE DR WESTSIDE FROM CITY LIMITS TO INTERSECTION WITH NEW ROUND ABOUT
BLUE LAKE DR EASTSIDE FROM LAKESIDE DRIVE TO INTERSECTION WITH NEW ROUND ABOUT
ELMORE DR WESTSIDE FROM END GUARD RAIL TO END OF ROAD

M-15 A

OVERTON ROAD & OLD OVERTON ROAD



OVERTON RD FROM OAKDALE DR TO INTERSECTION OF LIBERTY PKWY
OLD OVERTON RD FROM OVERTON RD TO BOAT LAUNCH AREA

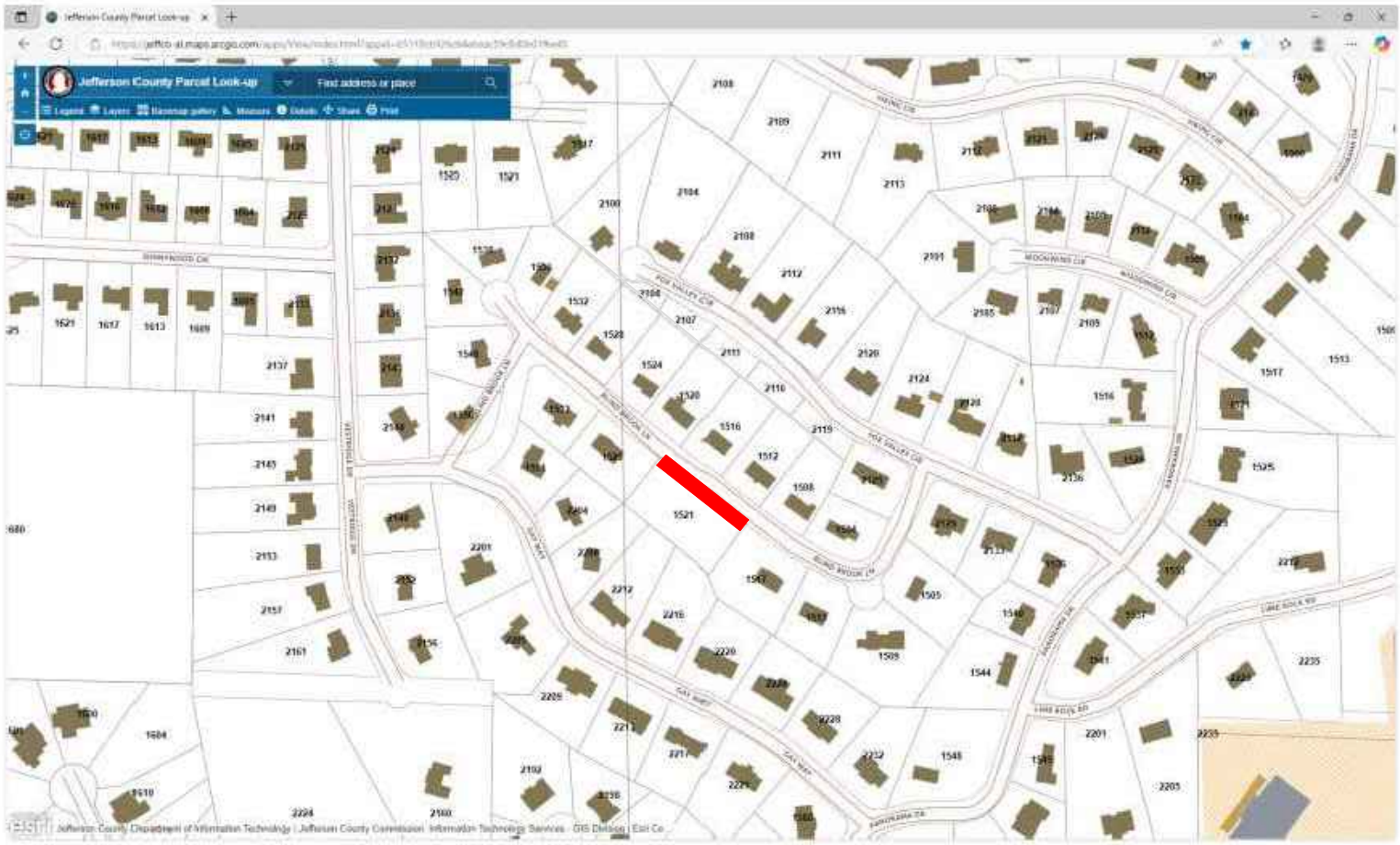
M-16

LEONA WAY FROM OLD CREEK TRL TO UHAUL AT HWY 31

LEONA WAY FROM OLD CREEK TRL TO UHAUL AT HWY 31

M-17

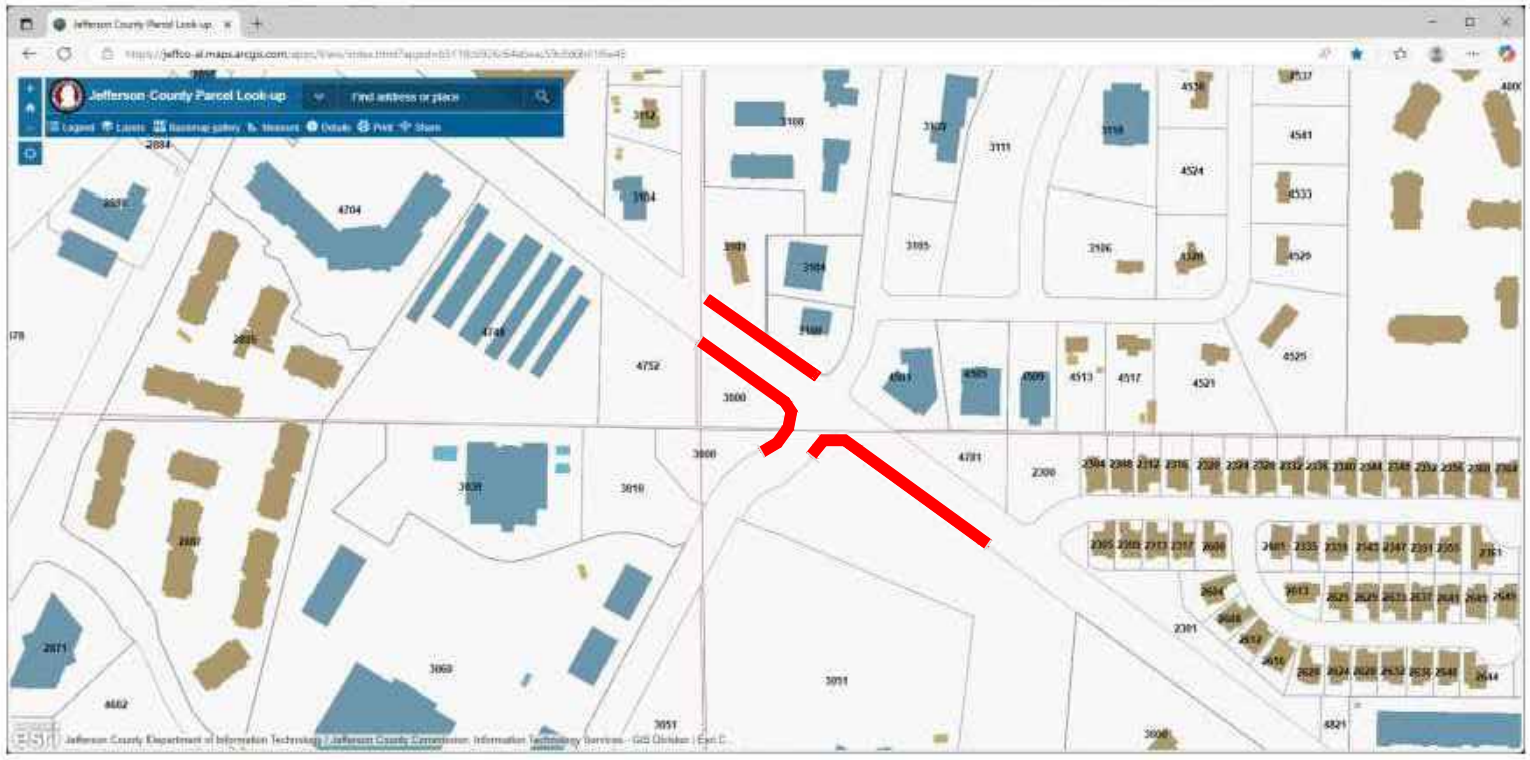
1521 BLIND BROOK LANE



BLIND BROOK LANE RIGHT OF WAY AND EASEMENT AREA

M-18

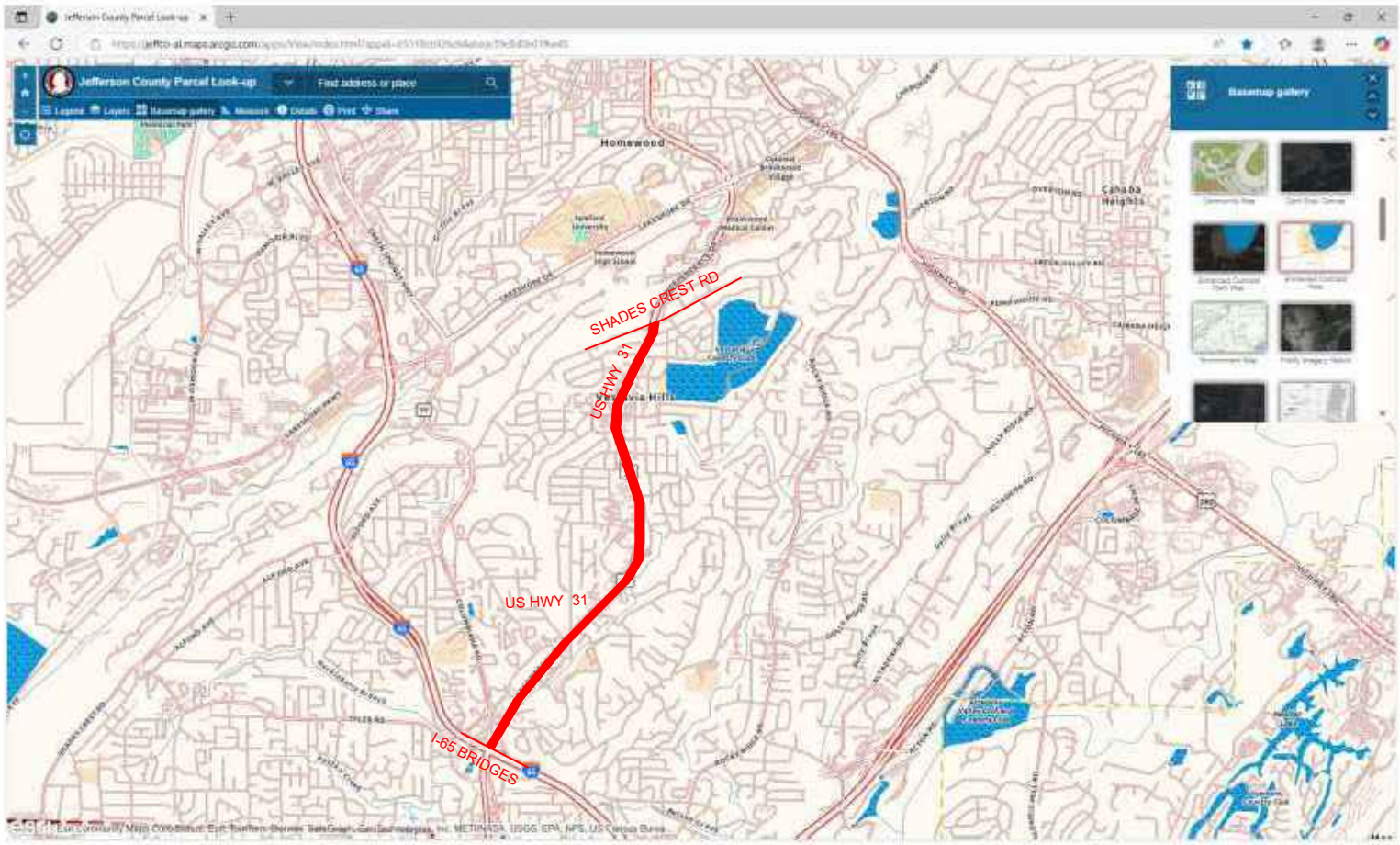
CAHABA RIVER RD & HEALTHY WAY



CAHABA RIVER RD & HEALTHY WAY @ INTERSECTION OF BLUE LAKE DR

M-19

US HWY 31 FROM I-65 TO SHADES CREST ROAD



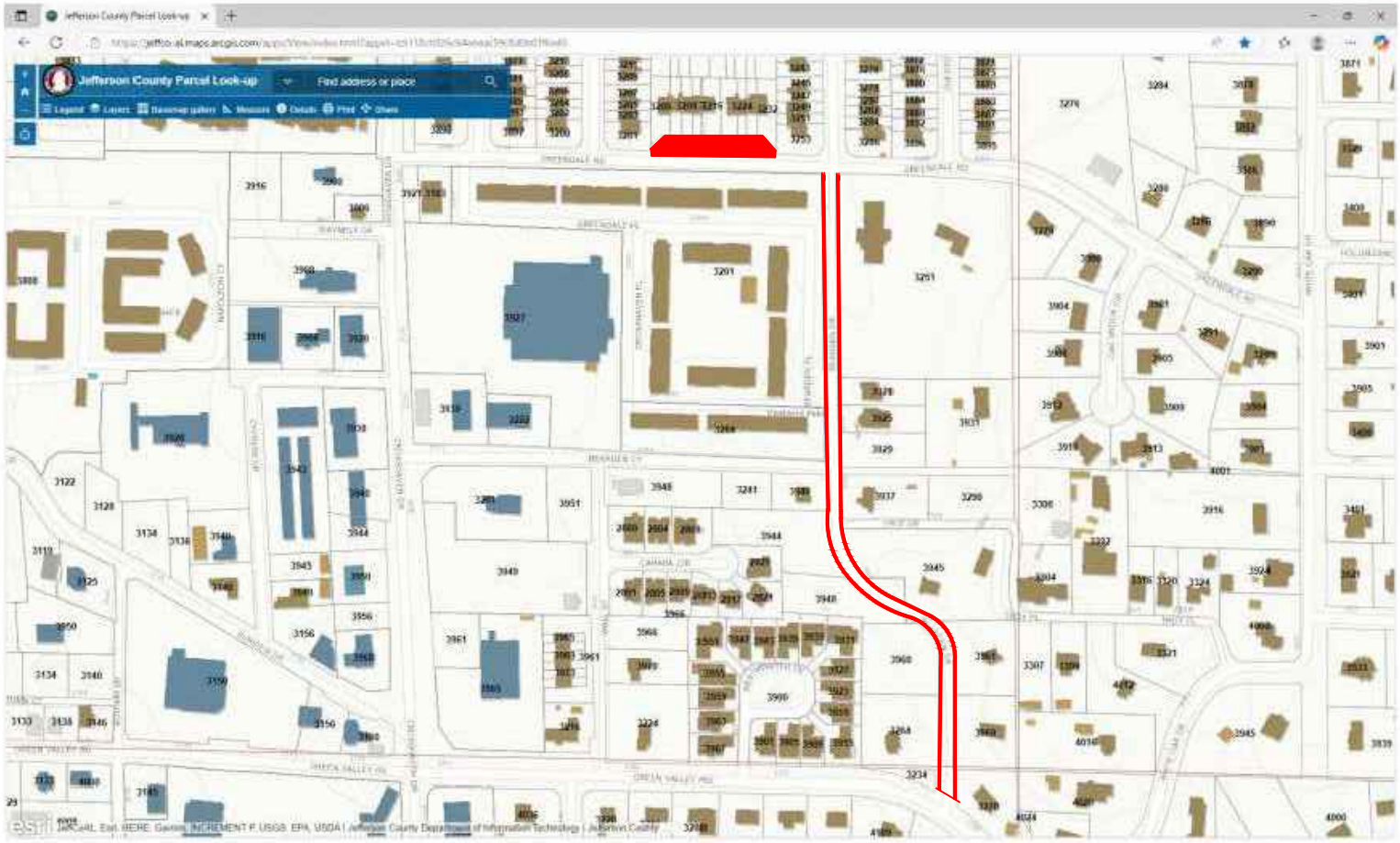
M-20

OVERTON RD & CROSSHAVEN DR

OVERTON RD SOUTH SIDE FROM INTERSECTION OF CROSSHAVEN DR TO APT. DRIVEWAY ENTRANCE
CROSSHAVEN DR WEST SIDE FROM OVERTON RD INTERSECTION TO CHURCH DRIVEWAY ENTRANCE

M-21

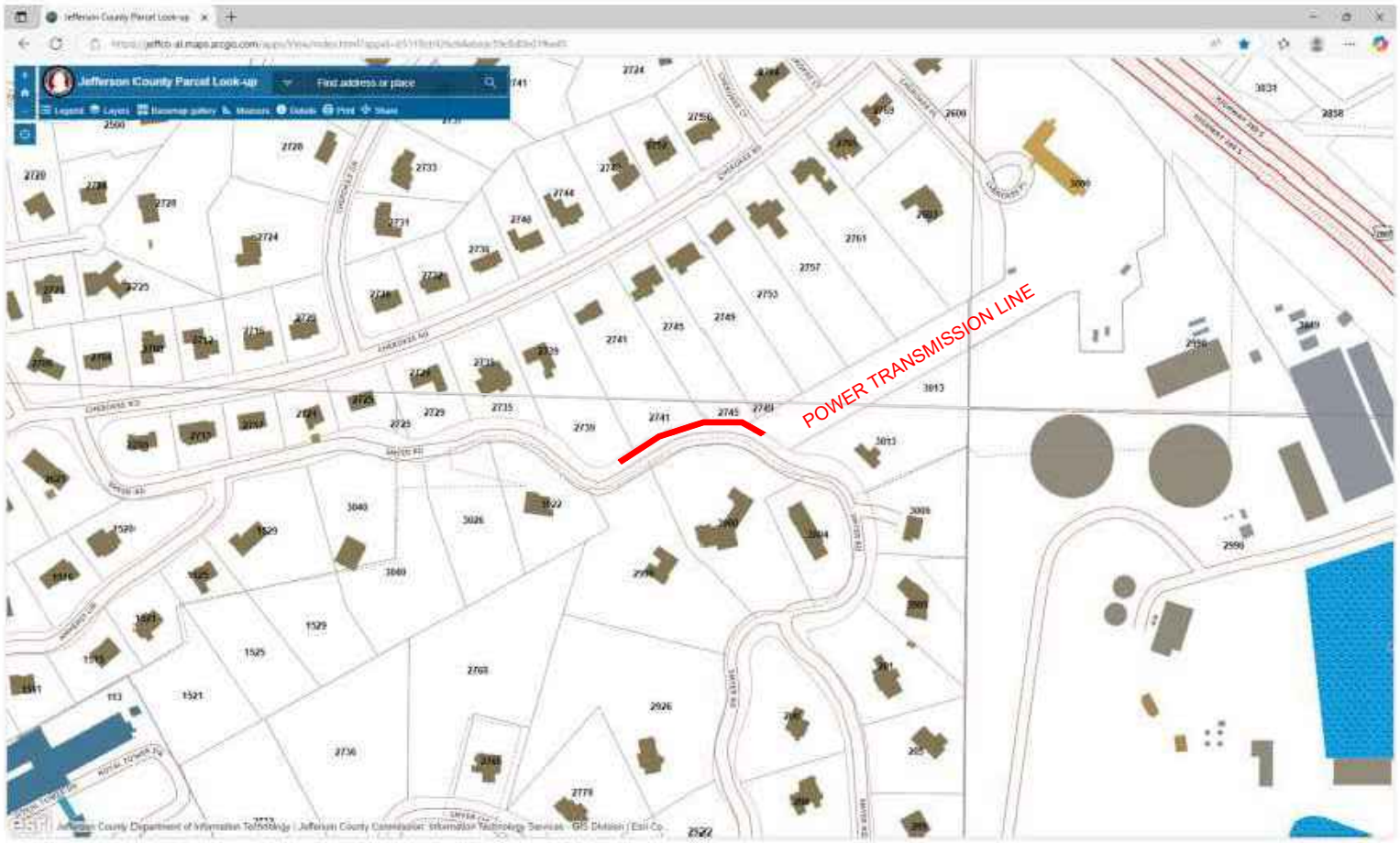
BEARDEN DR & PARKING LOT AREA GREENDALE RD



BEARDEN DR & PARKING LOT AREA GREENDALE RD

M-22

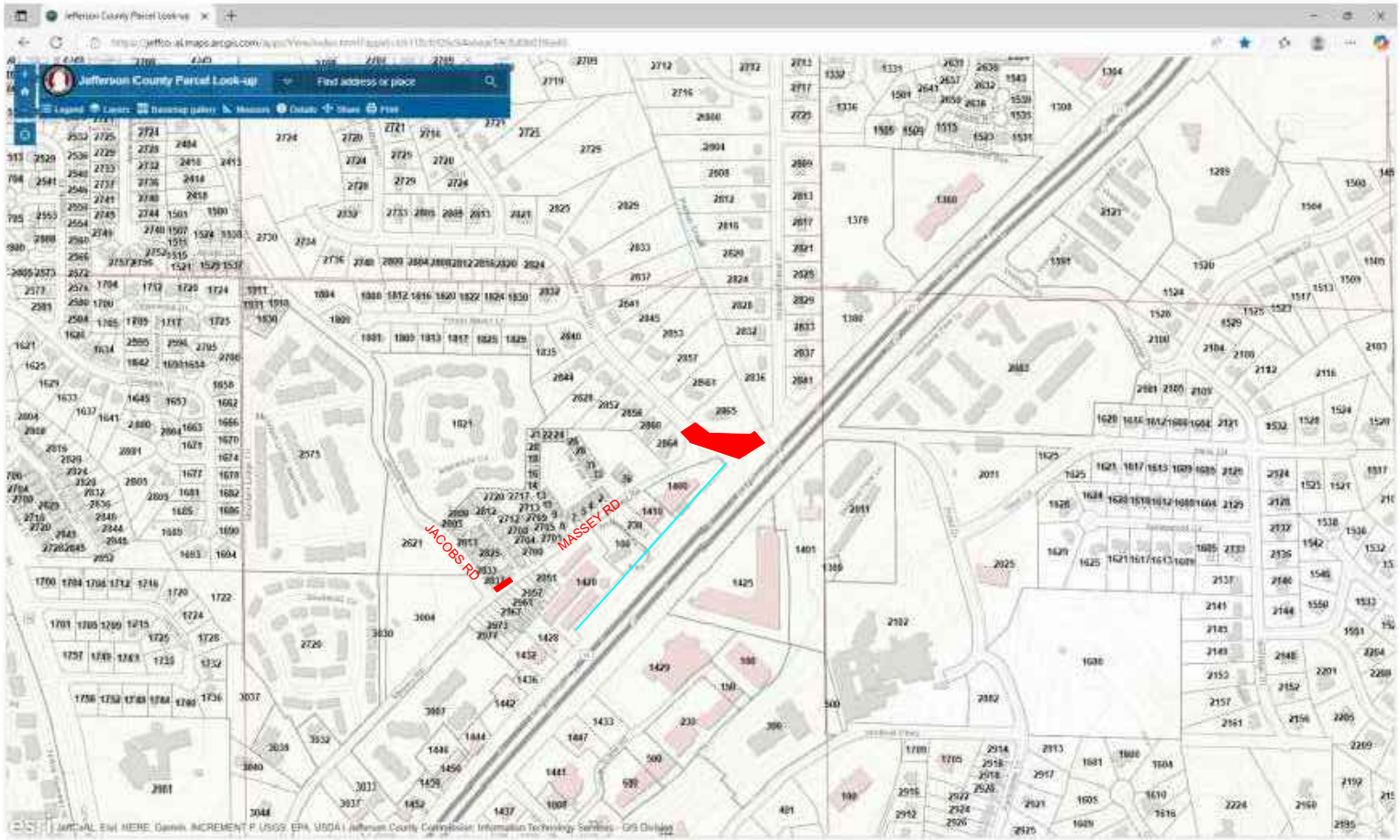
SMYER ROAD



SMYER ROAD NORTH SIDE FROM POWER TRANSMISSION LINE TO CURVE

M-23

MASSEY RD & JACOBS RD INTERSECTION



MASSEY RD PARKING LOT AREA & NORTHSIDE MASSEY RD AT INTERSECTION JACOBS RD

M-24

ROUND HILL ROAD

ROUND HILL ROAD FROM 1209 OFFICE BLDG SIDE YARD TO FRONT YARD AT 1416 ROUND HILL ROAD

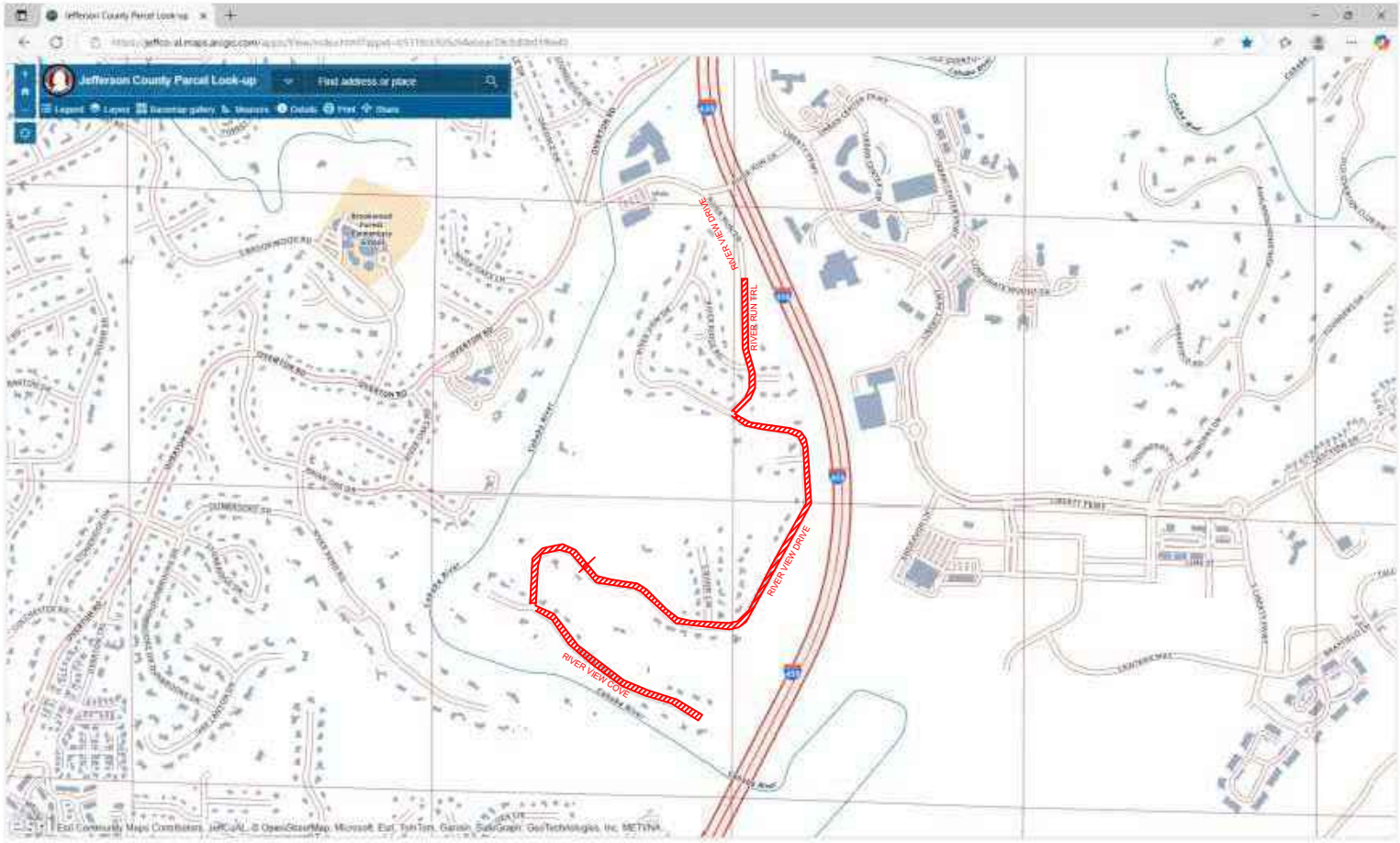
M-25

VESTAVIA LAKE DR

VESTAVIA LAKE DR FROM CHESTNUT STREET TO 2059 VESTAVIA LAKE DR

M-26

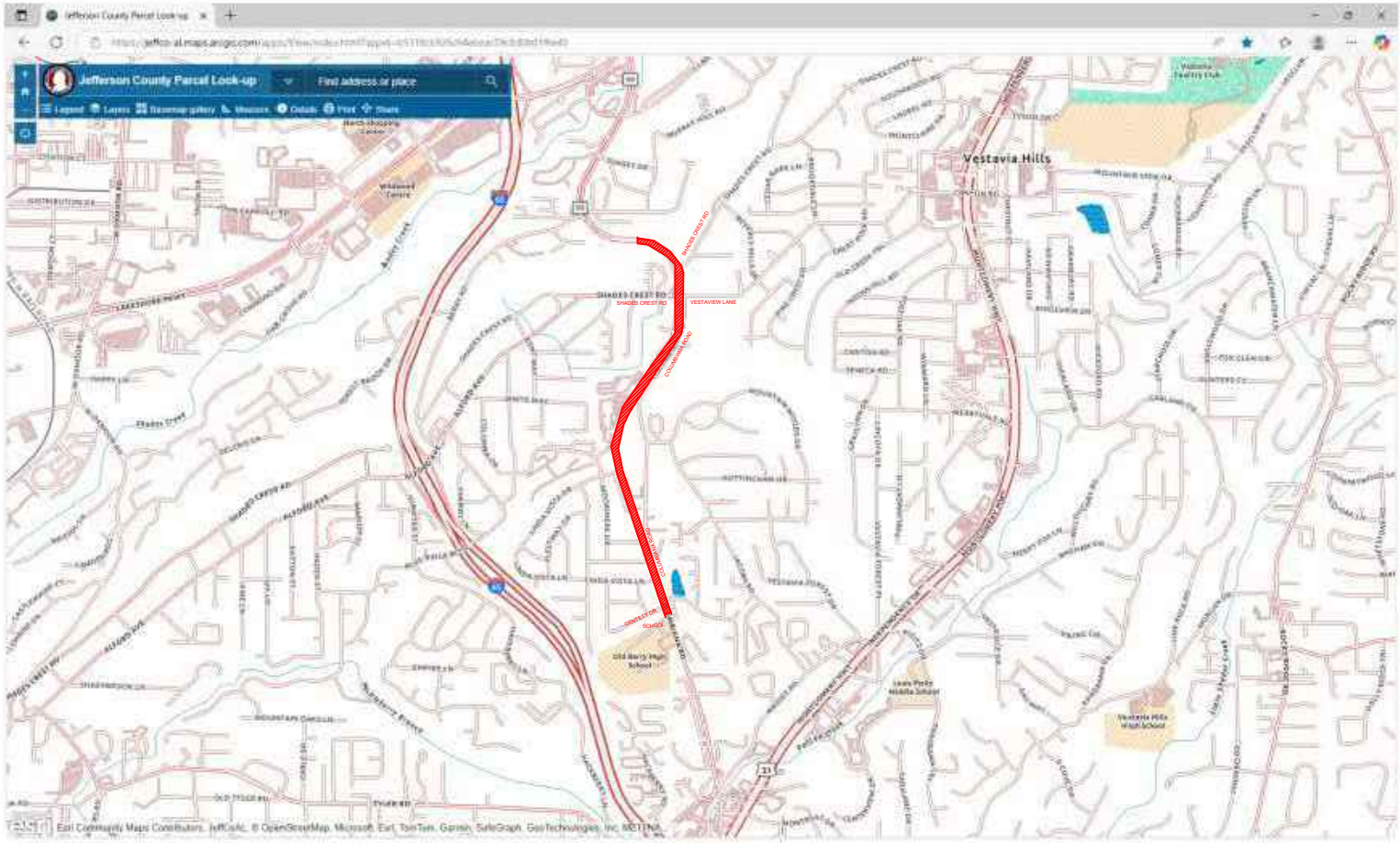
RIVER RUN SUBDIVISION AREA



RIVER RUN TRAIL & RIVER VIEW DRIVE & RIVER VIEW COVE & CUL DE SAC AREA

M-27

COLUMBIANA RD FROM VESTAVIA SCHOOL TO CITY LIMITS



COLUMBIANA RD FROM VESTAVIA SCHOOL TO CITY LIMITS

Alternate C -- M-28

Bid Sheet for ROW Mowing/Maintenance

Company _____

Representative _____

Required Work Annual Cost $

Specialized Areas and Alternatives

Alternate A, periodic prune and trim of crepe myrtles on US31, once every two years

per occurrence $

Alternate B, chemically treat medians on US31, minimum 3 times per year

per treatment cost $

Alternate C, Columbiana Road, Map M-28

per year $

revised: 7/21/2025

CITY OF VESTAVIA HILLS
PUBLIC SERVICES
INTER-DEPARTMENT MEMO

August 25, 2025

To: Jeff Downes, City Manager

From: Lori Beth Kearley, Public Services Director

Cc: Jamie Lee, Parks and Leisure Services Director
Taneisha Tucker, Library Director
Mark Gibbs, Chief of Building Maintenance
Rebecca Leavings, City Clerk

RE: Public Hearing - Ordinance Number 3295 - An Ordinance Accepting a Bid for Grounds Mowing and Landscape Maintenance within the City of Vestavia Hills and authorizing the Mayor and City Manager to execute and deliver all agreements needed for said service

---

Background:
The City's current three-year contract for grounds mowing and landscape maintenance will expire at the end of September 2025. On August 13, 2025, bids were opened for Mowing and Landscape Maintenance for the Municipal Complex (City Hall and Police Department), Library in the Forest, Vestavia Hills Civic Center, and all Park properties throughout the City of Vestavia Hills. Six (6) total bids and one (1) "no bid" were submitted. The low bid was $198,031/year submitted by Turf Management Systems (TMS).

The full bid package (including contract agreement), bid tab, and low bid are included as attachments.

Recommendation:
After review of the bids, it is my recommendation that the bid for the new three-year Mowing and Landscape Maintenance contract be awarded to Turf Management Systems (TMS).

Fiscal Impact:
Funding for the first contract year is allocated in the proposed FY26 budget.

Attachments:
1. Ordinance 3295
2. BibTabulation_2025 Grounds Mowing_final
3. Turf Management Bid Sheet
4. 2025 Bid Package_City Grounds Mowing and Maintenance

ORDINANCE NUMBER 3295

AN ORDINANCE ACCEPTING A BID FOR LANDSCAPE MAINTENANCE WITHIN THE CITY OF VESTAVIA HILLS

WHEREAS, on August 13, 2025, the City of Vestavia Hills publicly read aloud bids submitted for Landscape and Grounds Maintenance; and

WHEREAS, the Public Services Director has reviewed the bids, established a bid tabulation in an Interoffice Memorandum to the City Manager dated August 20, 2025, and recommended acceptance of the bid submitted by Turf Management Systems. A copy of said Interoffice Memorandum is marked as Exhibit A attached to and incorporated into this Ordinance Number 3295 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the recommendation of the Public Services Director and accept said bid as detailed in Exhibit B.

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

1. The bid submitted by Turf Management Systems as detailed in attached Exhibit B and recommended by the Public Services Director, is hereby accepted; and
2. The Mayor and City Manager are hereby authorized to execute and deliver an agreement with Turf Management Systems pursuant to said bid, a copy of which is marked as Exhibit B, attached to and incorporated into this Ordinance Number 3295; and
3. This Ordinance Number 3295 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 8th day of September, 2025.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
City Grounds Mowing and Maintenance
BID OPENING: August 13th, 2025, 11:00 am
BID TABULATION

description	Richter Landscape Co. *total*	Rotolo Consultants *total*	APHIX *total*	Steven's Wack-N-Sack *total*	The Green Team INC *total*	Turf Management Systems *total*	Father Nature **no bid submitted** *total*
Item A: City Hall Complex	$ 29,032.00	$ 43,026.37	$ 68,645.26	$ 62,400.00	$ 55,875.00	$ 27,685.00	$ -
Item B: Byrd/Meadowlawn	$ 18,470.00	$ 13,723.64	$ 14,107.12	$ 29,095.00	$ 43,050.00	$ 9,333.00	$ -
Item C: McCallum/Shallowford	$ 11,900.00	$ 11,901.22	$ 10,395.31	$ 29,000.00	$ 43,050.00	$ 10,876.00	$ -
Item D: Common Areas (Andys', TV, Glenn)	$ 17,000.00	$ 6,913.68	$ 22,282.00	$ 17,868.00	$ 53,500.00	$ 8,154.00	$ -
Item E: SHAC	$ 27,566.00	$ 21,850.08	$ 15,989.84	$ 37,715.00	$ 46,200.00	$ 18,506.00	$ -
Item F: Altadena	$ 12,824.00	$ 50,436.51	$ 48,554.23	$ 60,128.00	$ 171,360.00	$ 37,079.00	$ -
Item G: Wald Park	$ 46,589.00	$ 72,364.26	$ 80,294.17	$ 117,744.00	$ 82,500.00	$ 40,703.00	$ -
Item H: Liberty Park Sports Complex	$ 42,907.00	$ 32,758.89	$ 23,419.80	$ 57,380.00	$ 52,700.00	$ 11,789.00	$ -
Item I: Cahaba Heights Park	$ 12,500.00	$ 35,725.08	$ 23,039.44	$ 43,111.00	$ 45,425.00	$ 13,236.00	$ -
Item J: VH Civic Center	$ 22,731.00	$ 13,623.45	$ 25,287.93	$ 28,728.00	$ 42,000.00	$ 8,245.00	$ -
Item K: Dog Parks	$ 22,000.00	$ 8,107.87	$ 10,004.28	$ 14,256.00	$ 52,000.00	$ 4,800.00	$ -
Item L: Library in the Forest	$ 22,256.00	$ 26,919.39	$ 20,971.30	$ 29,080.00	$ 58,000.00	$ 7,625.00	$ -
Total Base Bid Price	**$ 285,775.00**	**$ 337,350.44**	**$ 362,990.68**	**$ 526,505.00**	**$ 745,660.00**	**$ 198,031.00**	**$ -**
Alternate A	$ 22,153.00	$ 20,484.63	$ 35,280.00	$ 18,000.00	$ 90,240.00	$ 22,500.00	$ -
Alternate B	$ 3,629.00	$ 2,705.71	$ 2,949.06	$ 12,000.00	$ 8,250.00	$ 3,200.00	$ -
Alternate C	$ 1,450.00	$ 342.51	$ 800.00	$ 3,000.00	$ 4,250.00	$ 500.00	$ -
Bid Submittal Signed and Sealed?	yes	yes	yes	yes	yes	yes	

Certification: _____
City of Vestavia Hills, City Engineer

Bid Sheet for Maintenance

Company Turf Management Systems, Llc

Representative Chris Sheedy

A. City Hall Complex to include Police Department
Annual Cost: 27,685

B. Byrd and Meadowlawn Parks
Annual Cost: 9,333

C. McCallum and Shallowford Parks
Annual Cost: 10,876

D. Common area at Andy's, Town Village, and The Glenn
Annual Cost: 8,154

E. SHAC
Annual Cost: 18,506

F. Altadena
Annual Cost: 37,079

G. Wald Park
Annual Cost: 40,703

H. Liberty Park Sports Complex
Annual Cost: 11,789

I. Cahaba Heights Park
Annual Cost: 13,236

J. Vestavia Hills Civic Center
Annual Cost: 8,245

K. Dog Parks
Annual Cost: 4,800

L. Library in the Forest
Annual Cost: 7,625

Alternate Areas:

Alternate A: **Sicard Hollow Athletic Complex (SHAC)** - Until such time the course is no longer available, all tee boxes, cages and fairways throughout the disc golf course must be bush hogged 2 times per month beginning April 1st – October 1st. These areas should then be cut back in November, January and March of each year.

Annual Cost: $22,500

Alternate B: Wald Park - Both large green space lawns should be over-seeded during the winter months to ensure green lawns year-around.

Annual Cost: $3,200

Alternate C: Vestavia Hills City Center - The front lawn should be over-seeded during the winter months to ensure a green lawn year-around.

Annual Cost: $500

INVITATION TO BID

CITY OF VESTAVIA HILLS
1032 MONTGOMERY HIGHWAY
VESTAVIA HILLS, AL 35216

BIDS TO BE OPENED AT THE CITY OF VESTAVIA HILLS ON AUGUST 13, 2025, AT 11:00 AM. BIDS TO BE TURNED IN NO LATER THAN 11:00 AM ON THIS DATE.

DATE: July 21, 2025
BID: City Grounds Mowing and Maintenance

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 11:00 AM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

****

NAME OF COMPANY:_____

ANNUAL PRICE*:_____ **WARRANTY:** _____

DELIVERY DATE:_____

BIDS GOOD THROUGH:**_____

See Specifications and Bid Sheet Enclosed.
****All bids must be good for a minimum of 90 days.***

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM_____

Sworn and Subscribed before me this the _____ day of _____, 2025.

BY_____

ADDRESS_____

_____

_____
Notary Public

PHONE_____

My Commission Expires_____. DATE_____

****

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0131.

_____
Rebecca Leavings, Purchasing Agent

City Grounds Mowing and Maintenance
REQUIREMENTS

1. Bid Requirements

Bids not conforming to the following requirements may be rejected.

(a) **There will be a Non-Mandatory PRE-BID meeting at 1:00 pm on AUGUST 6, 2025, in the Vestavia City Hall Executive Conference Room, 1032 Montgomery Highway Vestavia Hills, Al 35216.**

(b) Bids must be complete and specific.

(c) Bids will be free of alterations and erasures.

(d) Bids will be properly signed by the bidder or by a legally authorized officer or agent of the bidder and notarized.

(e) The bids will be enclosed in a sealed envelope marked "SEALED BID --- City Grounds Mowing and Maintenance."

(f) The sealed envelope must be addressed to:

City of Vestavia Hills
Office of the City Clerk
1032 Montgomery Highway
Vestavia Hills AL 35216

(g) If you have any questions regarding the bid specifications, please contact Mark Gibbs, Chief of Building Maintenance, at (205) 283-9975 or Michael Swann, Building Maintenance, at (205) 704-9594.

STATE OF ALABAMA

JEFFERSON COUNTY

CONTRACT

WITNESSETH THIS CONTRACT, made and entered into on this the _____ day of _____, 2025, by and between the City of Vestavia Hills, Alabama, a municipal corporation, located at 1032 Montgomery Highway, Vestavia Hills, Alabama 35216 (hereinafter referred to as "City"), and _____, an Alabama _____, whose mailing address is _____ (hereinafter referred to as "Contractor").

WITNESSETH THESE RECITALS:

WHEREAS, the Alabama Competitive Bid Law at Title 41-16-50(a), *Code of Alabama, 1975,* provides that with the exception of contracts for public works whose competitive bidding requirements are governed by Title 39, all expenditure of funds for labor, services, work, or for the purchase of materials, equipment, supplies, or other personal property involving thirty thousand dollars ($30,000) or more, made by or on behalf of the governing bodies of the municipalities of the state, shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible and responsive bidder; and

WHEREAS, the City of Vestavia Hills advertised for competitive bids under the Alabama Competitive Bid law at Title 41-16-50(a), *Code of Alabama, 1975,* for the completion of work described in the Invitation to Bid; and

WHEREAS, the scope of the work is described in the Invitation to Bid, a copy of which is attached hereto, marked as Exhibit 1 and is incorporated into this Contract by reference as though set out fully herein; and

WHEREAS, the Contractor submitted a bid proposing to perform the work, which the City has determined to be the lowest responsible bidder meeting specifications, a copy of which is attached hereto, marked as Exhibit 2 and is incorporated into this Contract by reference as though set out fully herein; and

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

WHEREAS, on _____, the City Council of the City of Vestavia Hills, Alabama ("City") approved and adopted Ordinance Number _____ accepting the bid submitted by _____ ("Contractor") and authorized the Mayor and City Manager to execute and deliver this Contract.

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

I. RECITALS

The recitals set forth above are incorporated herein by reference as though set out fully herein.

II. EXHIBITS

Exhibits 1 and 2 are attached hereto and are incorporated verbatim by reference as though set out fully herein.

III. CONTRACTOR

Contractor, _____, represents, covenants and warrants that it is duly licensed and qualified to furnish the equipment, labor, materials and supplies and perform the work described herein.

IV. GENERAL STATEMENT OF WORK

The Contractor shall furnish all labor, materials, equipment, machinery, supplies, tools, power, utilities, transportation, fuel and services, and perform all labor necessary for the work described on Exhibit 1, which is attached hereto and incorporated into this contract by reference as though set out fully herein.

V. TERM OF CONTRACT

The term of this contract shall be for a period of three (3) years beginning October 1, 2025 and ending on September 30, 2028. The effective date of this contract shall be October 1, 2025.

VI. CONTRACT PRICE

As consideration of this contract, the City agrees to pay to Contractor for the faithful performance of the work described in this Contract the sum of _____ Dollars ($_____).

VII. PAYMENT OF CONTRACT PRICE

The City shall pay to the contract price to the Contractor in accordance with the following schedule:

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with the provisions of any and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this contract between the City and Contractor.

IX. LICENSE

The Contractor shall be properly licensed prior to commencement of the work.

X. QUALITY OF WORK

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

XI. PROTECTION OF UNDERGROUND UTILITIES

Contractor shall be responsible for contacting the appropriate utility company for location of any underground services which are in the work area and could be damaged in the course of operations and performance of the work. If the Contractor damages any utility equipment or apparatus during the performance of the work, then in such event the Contractor shall be solely liable for the repair or payment of repair for said damages.

XII. INDEPENDENT CONTRACTOR

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

XIII. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, as Owner, and its agents, employees and consultants, including the Mayor, elected members of the City Council (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring

property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

XIV. INSURANCE

Contractor agrees to obtain and maintain and keep in full force and effect during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

A. For personal injuries, including death, in an amount of not less than:

(i) $500,000 for any one-person occurrence
(ii) $1,000,000 for any one occurrence

B. For damage to property not belonging to Contractor (or his subcontractors) in an amount not less than:

(i) $500,000 for any one accident
(ii) $1,000,000 aggregate amount

C. For personal injuries including death and/or for damages to property not belonging to Contractor (or his subcontractors) caused by automotive equipment used by Contractor (or his subcontractors) in an amount not less than:

(i) $500,000 personal injury per person per occurrence
(ii) $500,000 property damage per accident
(iii) $l,000,000 personal injury per occurrence

D. Workers' Compensation, State, and Federal Statutory requirements plus:

(i) $500,000 employer's liability per person

The above-described insurance shall be placed with an insurer acceptable to the City of Vestavia Hills and the policies shall provide notice by the insurer to the City of Vestavia Hills of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills and its agents, employees and consultants, including the Mayor and elected members of the City Council as additional insureds there under.

XV. ADDITIONAL INSUREDS

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

A. The City of Vestavia Hills, Alabama, a municipal corporation, its City Manager, Mayor and its elected public officials and employees, as additional insureds for claims caused in

whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and/or performance of the work; and

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

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

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

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

F. **CERTIFICATES OF INSURANCE POLICY COVERAGES**: The Contractor shall deliver to the City insurance certificates to evidence that all insurance policies and coverages described in section XIV and section XV of this Contract are in full force and effect. Delivery of said certificates by the Contractor to the City shall be made prior to the commencement of the work by the Contractor. In other words, Contractor shall not begin work unless and until the Contractor has delivered the insurance certificates to the City.

XVI. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the prior written consent of the City evidenced by a properly enacted resolution of the City Council.

XVII. SUBCONTRACTORS

No proposed subcontractor shall be disapproved by the City except for cause. Contractor shall inform City of proposed subcontractor prior to work.

The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by said subcontractors, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions for the work embraced by the project.

Nothing contained in this contract shall create any contractual relations between any subcontractor and the City.

The Contractor shall pay all subcontractors for materials and supplies installed in this project by said subcontractors and all work and labor performed by said subcontractors on said project.

XVIII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to the Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XIX. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonably clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XX. TERMINATION OF CONTRACT

The City shall have the right at any time to cancel and terminate this contract for any reason or no reason upon seven (7) days advance written notice to the Contractor. In such cases, Contractor will be paid for all work actually performed prior to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

XXI. 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.

XXII. 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."

XXIII. MISCELLANEOUS

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

B. **WAIVER OF MODIFICATION:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.

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. **CONSTRUCTION OF TERMS:** The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, 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.

E. **GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. **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.

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

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

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

J. **SURVIVAL**: All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

K. **ENTIRE AGREEMENT**: This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____, an Alabama _____, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the _____ day of _____, 2025.

CITY:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

_____
An Alabama _____

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

Given under my hand and official seal, this the _____ day of _____, 2025.

_____
Notary Public

My Commission Expires:
_____
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2025.

_____
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 _____, whose name as _____ of _____, an Alabama _____, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)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 _____, 2025.

_____
Notary Public

My Commission Expires:
_____
SEAL

City of Vestavia Hills Grounds Mowing and Maintenance Scope of Work

1. Scope of Services

To provide all supervision, labor, equipment and services required to perform all lawn services for the City of Vestavia Hills as specified herein.

2. Qualification of Bidders

Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of lawn maintenance services. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City of Vestavia Hills, the contracting agency, may require proof of these qualifications.

All bidders must have in their possession or available to them by formal agreement at the time of bidding, vehicles, devices, hand tools, and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

3. Safety Standards

All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.

The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

4. Discontinuance of Work

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

5. Observance of Laws, Ordinances and Regulators

The contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

6. Protection of Underground Utilities (Reference Contract)

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractor's operations.

7. Addition or Deletion of Areas

The contracting agency reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved lawn service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

8. Work Schedule

The contractor will schedule the work during typical work hours for related services, unless authorized by the contracting agency.

9. Licenses and Permits

The contractor shall, at his expense, procure all necessary licenses and permits needed to contract.

10. Subcontracts (Reference Contract)

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

11. Execution of the Contract

The successful bidder shall, upon notification of selection as the successful bidder, enter into contract (sample contract included in bid) with the City of Vestavia Hills and shall simultaneously provide the appropriate indemnities and insurance required.

The contract, when executed, shall be deemed to include the entire agreement between the parties. The contractor shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the City of Vestavia Hills.

12. Supervision

This contract will be under the direct supervision of the contracting agency. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and contracting agency and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

13. Work Crew Supervision

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the contracting agency. (Within the Contract's scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury or safety hazard.

14. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

15. Contract Termination

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

16. Insurance (Reference Contract

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified in the contract document. The City, its employees and elected officials shall be named as additional insureds. A certificate of insurance shall be submitted with the executed contract and shall be renewed as needed during the term of said contract.

17. Crew Information

a) Crews shall be dressed neat. Shirts shall be worn at all times
b) Courtesy to persons utilizing City facilities is required at all times
c) Breaks shall be taken individually

d) No "horseplay" will be tolerated on the job.
e) All refuse from lunches and breaks shall be disposed of immediately.
f) No items of trash shall be run over with mowers or weed-eaters.

18. Equipment

a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the City of Vestavia Hills. The City of Vestavia Hills reserves the option to demand replacement of any equipment which in its opinion has a poor operational record.

b) Equipment will not be stored on City property.

c) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.

d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.

e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

19. Required Work

Municipal Complex (City Hall and Police Department)

- All work to be done once a week from March to September and twice a month from October to February. All work to be done between Monday and Friday unless changed by inclement weather or by the direction of the Director of Public Services or his/her designee.
- Mow; trim hedges and weed eat/trim all common areas.
- **All lawns should be over-seeded during the winter months to ensure green lawns year-round.**
- The two large lawns should be aerated and top-dressed at least 2 times per year.
- Fertilize lawns as necessary to maintain the health of the lawns.
- All areas should be **weed free** to include lawns, beds and sidewalks.
- Edge curbing in all areas where curbing exists.
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. (mulch should be renewed at least 2 times per year).
- Keep leaves swept up during fall in all areas.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Public Services or his/her designee.

- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Public Services or his/her designee.
- When work is complete, all sidewalks, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Public Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Public Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Byrd and Meadowlawn Parks

- All work to be done once a week beginning March 15th of each year through the end of September. All work must be done between Monday and Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work should be done two times per month from October through the end of February.
- Mow; trim hedges and weed eat/trim entire park common areas.
- Edge curbing in all areas where curbing exists. The walking tracks in both parks should be clear of weeds/grass.
- At **Byrd Park**, all rocky areas throughout the park should be free of any growth in, and around, the rocks.
- Keep leaves swept up during fall in the areas.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- When work is complete, all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

McCallum and Shallowford Parks

- All work to be done once a week beginning March 15th of each year through the end of September. The work must be done between Monday and Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work should be done two times per month from October through the end of February.
- Mow; trim hedges and weed eat/trim entire park common areas. At **McCallum Park** all the area around the playground, pavilions and picnic tables should be

clear of any growth. The area around the bridge should be clear of growth at all times.
- Edge curbing in all areas where curbing exists
- All leaves should be blown up and cleared, during the fall, around the entire "picnic-side" of **McCallum Park.**
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Common Area behind The Glenn, Town Village, and Andy's Nursery

- All work to be done once a week beginning May 15th of each year through September. All work should be done between Monday and Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work to be done up to two times per month, when growth is evident and the grass is no longer dormant, from October through April.
- Mow; trim hedges and weed eat/trim the bank from Andy's Nursery along the sidewalk to the end of the sidewalk behind Town Village (to the corner of Jannebo Road/Cherry Tree Lane). The area from the sidewalk to the homeowner's property line should be maintained. On the "creek side" of the sidewalk the property should be maintained at least 10 feet from the sidewalk and, when possible, all the way to the natural cutoff line.
- **Three times a year, once between March 15th and September 15th**, the area from the sidewalk all the way to the creek bank behind the Glenn should be cut back to no higher than 6 inches. This area should be cleaned out and clear of all growth that would be considered an invasive weed.
- Twice per year the retention pond behind Town Village should be cut back and all debris removed from the pond. This work should be discussed and communicated with Vestavia Hills City engineers.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks

and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Sicard Hollow Athletic Complex (SHAC)

- All work to be done once a week beginning March 15th of each year through September. The work should be done Monday - Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work to be done once per month from October through February.
- Mow; trim hedges and weed eat/trim the parking islands and common areas inside the fence. This includes the grass hill between the upper and lower fields, and the entryways into the complex. This should include maintaining the grass and keeping the beds refreshed **monthly.**
- Keep grass areas around the pickleball courts, pavilion, splashpad and dog park mowed, edged, trimmed and weed free once per week beginning March 15th of each year through September and once per month from October through February.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Altadena

- All work at the entrance of the park (defined as the area around the parking lot, pavilion, playground and any future structures built at the entrance of the park) must be done once a week beginning March 15th of each year through September. This area should be cut, trimmed and edged like one of our "premiere" parks. Work to be done up to two times per month, when growth is eident and the grass is no longer dormant, from October through February.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- The "natural" area of the passive park should be maintained every 3 weeks beginning the week of March 15th, of each year, through September. This cut should not exceed 12 times annually.

Mow entire acreage to a height not to exceed 4 inches. Ensure paved paths are clear of debris and grass clippings.

- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Wald Park

- All work to be done once a week beginning March 15th of each year through September. The work should be done Monday - Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work to be done once per month from October to February.
- Mow; trim hedges and weed eat/trim all common areas. This includes the upper playground and restroom area, as well as, all the common areas around the tennis/pickleball pavilion.
- The two large lawns should be aerated and top-dressed at least 2 times per year.
- The two large lawns should be fertilized at least two times per year to maintain the health of the lawns
- All areas should be **weed free** to include lawns, beds and sidewalks.
- Edge curbing in all areas where curbing exists.
- Maintain beds to include bed cover, perennials, annuals, and edging/trimming. This should be done on a **monthly** basis with mulch renewed at least 2 times per year.
- A four-foot path should be cut away from the walking path from the end of Field #4 all the way to the end of the parking lot guard rail by the front parking lot.
- A four-foot path should be cut away from all walking paths in and around the wild flower development.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Parks and Leisure Services or his designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and

Leisure Services or his designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Liberty Park Sports Complex

- All work to be done once a week, beginning March 15th through September of each year. The work should be done Monday-Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work to be done once per month from October through February.
- Mow; trim hedges and weed eat/trim all areas outside of the athletic fields to include the area between the baseball/softball fields and parking lot areas. The area from the parking lot to the fence for the soccer fields should be maintained. The grass along the roadway inside the park should be maintained on both sides of the road for at least 15 feet where possible.
- The entry way into the park near the school, as well as entering the lower parking lot by the soccer complex, should be maintained to include bed cover, perennials, annuals and edging/trimming. This work should be done on a **monthly** basis.
- The grassy areas around the tunnel on both sides of the road should be maintained and have a clean appearance. It does not include the area in the fenced maintenance building area.
- All areas should be **weed free** to include lawns, beds and sidewalks.
- Maintain parking islands with mulch (mulch should be renewed at least 2 times per year). All parking islands should be free from weeds.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Parks and Leisure Services or his/her designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure or his/her designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Cahaba Heights Park

- All work to be done once a week, beginning March 15th through September of each year. The work should be done Monday-Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure

Services or his/her designee. Work to be done once per month from October through February.

- Mow; trim hedges and weed eat/trim all common areas.
- All lawns should be over-seeded during the winter months to ensure green lawns year-round.
- The play lawn should be fertilized at least two times per year to maintain the health of the lawn. Additionally, the lawn should be aerated and top-dressed at least 2 times per year.
- All areas should be **weed free** to include lawns, beds and sidewalks.
- The entry way into the park near the New Merkel House should be maintained to include bed cover, perennials, annuals and edging/trimming. This work should be done on a **monthly** basis.
- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Parks and Leisure Services or his/her designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Vestavia Hills Civic Center

- All work to be done once a week, beginning March 15th through September of each year. The work should be done Monday-Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work to be done once per month from October through February.
- Mow; trim hedges and weed eat/trim all common areas.
- Edge curbing in all areas where curbing exists.
- The front lawn should be fertilized at least two times per year to maintain the health of the lawn. Additionally, the lawn should be aerated and top-dressed at least 2 times per year.
- All areas should be **weed free** to include lawns, beds and sidewalks.
- Maintain parking islands with pine straw (pine straw should be renewed at least 2 times per year). All parking islands should be free from weeds.
- The hillside near the VHCC main entry should be maintained and free of all weeds and growth. All hedges and shrubs should be trimmed as needed.

Additionally, all trees should be pruned. Pine straw should be replaced at least two times per year. the grass hill between the upper and lower fields, and the entryways into the complex.

- Evaluate irrigation infrastructure in the lawns and beds to ensure functionality on each visit. Any defect should be reported to the Director of Parks and Leisure Services or his/her designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure Services or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Dog Parks (Wald Park, Cahaba Heights, and SHAC)

- All work to be done once a week, beginning March 15th through September of each year. The work should be done Monday-Friday unless changed by inclement weather or by the direction of the Director of Parks and Leisure Services or his/her designee. Work to be done once per month from October through February.
- Mow and weed eat/trim all areas inside the fence and trim the fence line inside and outside.
- Evaluate irrigation infrastructure in the park to ensure functionality on each visit. Any defect should be reported to the Director of Parks and Leisure Services or his/her designee.
- All work must be of high quality and must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- When work is complete all sidewalks, parking lots, common sitting areas, picnic areas, roads, etc. must be free of clippings.
- If work is unsatisfactory the contractor will be notified by the Director of Parks and Leisure Services or his/her designee and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director of Parks and Leisure or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Library in the Forest

- All work to be done weekly from March 1 through September 30, on Monday – Friday unless affected by inclement weather or by a special request from the Director of The Library in the Forest or his/her designee. From October 1 through February 28, all work is to be done bi-weekly.
- Scope of work includes:
  a. Mowing lawns, edge, weed-eat along Roundhill Road, both parking lots, both sides of the building, and the back of the building
  b. Edge curbing in all areas where curbing exists
  c. Fertilizing lawn and beds as necessary to maintain plant health
  d. Maintaining all beds to include bed cover, perennials, annuals, and edging/trimming. Beds include those along Roundhill Road, both parking lots, the front of the building, the sides of the building, the back of the building, and the Rooftop Garden.
  e. Replenishing mulch in all beds twice per year in March and September
  f. Pruning and trimming plants in all beds annually in March and / or April
  g. Replacing dead plants, shrubs, trees, etc. with a similar plant variety after discussion with the Director of The Library in the Forest or his/her designee.
  h. Controlling/pulling weeds in all landscaping within the beds, grass areas, and lawns
  i. Picking up, removing, and disposing of all trash and debris, such as paper, bottles, cans, leaves, weeds, broken limbs, etc.
  j. Sweeping, blowing and bagging leaves throughout the year in all areas, including the entrances in the front and back of the Library.
  k. Trimming and maintaining the path to and places around the Remembrance Garden located behind the Library and near the pathway to the trails
  l. Evaluate irrigation infrastructure in the lawns, beds and rooftop garden to ensure functionality on each visit. Any defect should be reported to the Director of The Library in the Forest or his/her designee.
- All work must meet general grooming standards of a public facility as set by the Director of Parks and Leisure Services or his/her designee.
- When work is complete, all sidewalks, roads, etc. must be free of clippings.
- If work is unsatisfactory, the contractor will be notified by the Director of The Library in the Forest or his/her designee and will be given a deadline to make corrections. If corrections are not made to the satisfaction of the Director of The Library in the Forest or his/her designee, there will be a 25% penalty for that month's payment.
- Any damages caused to City facilities shall be repaired or replaced immediately by the contractor. If repairs are not made in a timely manner, a 25% penalty for the month's payment will be imposed.

20. Required Documentation

- Detailed reports for each venue should be prepared and emailed to the Director of Public Services or designee on a quarterly basis (January 15,

March 15, June 15, and September 15). In the report the following information at a minimum should be included:

i. Number of visits with dates of visits
ii. Fertilization and chemical application schedule
iii. Any irrigation system concerns
iv. Any dead loss
v. Any new plantings (perennials, annuals, etc.)
vi. Over seeding schedule if applicable
vii. Any upcoming potential concerns (i.e. end of life cycle)

MAINTENANCE OPERATIONS

LAWNS:

Mowing:

1. Mow lawns needed to maintain a neat appearance.
2. Lawn height shall not exceed two times the specified mowing height before mowing. Mow Bermuda lawn at a cutting height of one and one-half inches (2 -2.5 inches).
3. Bag clippings during mowing or remove immediately after mowing is performed. Dispose of clippings off site.
4. Immediately remove debris resulting from mowing operations from curbs, walks, drives and other surfaces.

Edging:

1. Edge curbs, drives, walks and areas bordering lawn needed to maintain a neat appearance.
2. Remove and dispose of off-site, all debris the same day as the areas are edged.
3. Edge around trees, posts, utilities, etc. Do not use a weed eater around trees and shrubs.
4. Maintain all shapes and configurations of plant beds as originally installed. Provide a clean trenched line between all lawn and mulched areas.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc. as necessary to maintain a manicured, neat and clean appearance.

SHRUB PLANTINGS AND BED AREAS:

Pruning:

1. Prune all ornamental plantings in accordance with standard horticultural practice to adequately maintain an attractive shape and fullness with respect to the intended character of the plant. Pruning shall be done with clean, sharp tools.
2. Prune to remove dead and/or diseased wood as it occurs throughout the year.
3. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulching/Straw:

1. Rake bed surface areas one (1) time per month minimum to maintain a fresh appearance and to remove foreign material.
2. Replenish mulch/straw two (2) times a year minimum, once in the spring and once in the fall. Replenish to the original specified depth of 2" after settlement.

Fertilization:

1. Fertilize ornamental plantings and bed areas in accordance with the specific needs of the plants to maintain a healthy and vigorous condition.
2. Apply fertilizer two (2) times a year minimum with a fertilizer analysis confirming to Soil Test Reports. Spread fertilizer around the base of the plant and work into soil by hand. Thoroughly water all plantings immediately following fertilizer application.

Insect and Disease Control:

1. Inspect all ornamental plant material once every two (2) weeks to ensure against insect infestations or diseases.
2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer’s recommended rates of application and precautions.

Weed Control:

1. Contractor shall employ mechanical or chemical measures to ensure that weeds or undesirable plants or grasses do not encroach upon or establish in shrub areas.
2. Apply pre-emergent herbicides to shrub and bed areas to prevent summer annual broadleaf and grass-type weeds.

3. Apply contact herbicides for control or perennial broadleaf and grass-type weeds.

Debris Removal:

Remove and dispose of off-site, any debris such as paper, broken limbs, bottles, cans, extraneous leaves, weeds, etc., from shrub plantings and bed areas as necessary to maintain a manicured and clean appearance.

TREES:

Pruning:

1. Remove all sucker growth (shoots that sprout out around base of tree trunk) as required.
2. Prune to remove all dead, broken or diseased branches or wood as it occurs throughout the year.
3. Remove and dispose of off-site, all debris the same day it is accumulated.

Mulch/Straw:

Replenish mulch/straw as required to maintain the original specified depth of two inches (2") after settlement two (2) times a year minimum.

Insecticides and Disease Control:

1. Inspect all trees once per month to ensure against insect infestations or diseases.
2. Apply insecticides, pesticides or fungicides as required for effective control of identified conditions. Use manufacturer's recommended rates of application and precautions.

Bid Sheet for Maintenance

Company_____

Representative_____

A. City Hall Complex to include Police Department
   Annual Cost: _____

B. Byrd and Meadowlawn Parks
   Annual Cost: _____

C. McCallum and Shallowford Parks
   Annual Cost: _____

D. Common area at Andy's, Town Village, and The Glenn
   Annual Cost: _____

E. SHAC
   Annual Cost: _____

F. Altadena
   Annual Cost: _____

G. Wald Park
   Annual Cost: _____

H. Liberty Park Sports Complex
   Annual Cost: _____

I. Cahaba Heights Park
   Annual Cost: _____

J. Vestavia Hills Civic Center
   Annual Cost: _____

K. Dog Parks
   Annual Cost: _____

L. Library in the Forest
   Annual Cost: _____

Alternate Areas:

Alternate A: **Sicard Hollow Athletic Complex (SHAC) -** Until such time the course is no longer available, all tee boxes, cages and fairways throughout the disc golf course must be bush hogged 2 times per month beginning April 1st – October 1st. These areas should then be cut back in November, January and March of each year.

Annual Cost: _____

Alternate B: Wald Park - Both large green space lawns should be over-seeded during the winter months to ensure green lawns year-around.

Annual Cost: _____

Alternate C: Vestavia Hills City Center - The front lawn should be over-seeded during the winter months to ensure a green lawn year-around.

Annual Cost: _____