

**Vestavia Hills
City Council Agenda
July 9, 2018
6:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Sgt. Randall Jones, Vestavia Hills Police Department and Vestavia Hills Chaplain
4. Pledge Of Allegiance
5. Candidates, Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Approval of Minutes – June 18, 2018 (Work Session) and June 25, 2018 (Regular Meeting)

Old Business

New Business

9. Resolution Number 5068 - Alcohol License – A&A Discount Liquors D/B/A Vestavia Package Stores For The Off Premise Sale Of Liquor (Package Store); Naresh Nath Banala And Srianil Kumar Peddi, Executives (*public hearing*)
10. Resolution Number 5071 - Alcohol License – El Zunzun Restaurant; 4105 Crosshaven Drive; For The On-Premise Sale Of 020 – Restaurant Retail Liquor; Rebecca Satterfield, Executive (*public hearing*)
11. Resolution Number 5072 – A Resolution Declaring Certain Personal Property As Surplus And Authorizing The City Manager To Sell/Dispose Of Said Property

New Business (Unanimous Consent Requested)

First Reading (No Action Taken At This Meeting)

12. Ordinance Number 2774 – Rezoning – 1557 Holly Road; Lot 6, Younes Addition To Shades Cliff; Rezone From Vestavia Hills R-2 To Vestavia Hills R-4 For Construction Of Two Single-Family Homes; Chris Salter, Owner (*public hearing*)
13. Ordinance Number 2776 – An Ordinance Amending Ordinance Number 2476 To Authorize The Mayor And City Manager To Execute And Deliver An Addendum To

Video Services Agreement With Bellsouth Telecommunications LLC D/B/A AT&T
Alabama (*public hearing*)

14. Ordinance Number 2777 – An Ordinance Authorizing The Mayor And City Manager To Execute And Delivery A Supplemental Agreement With Gresham Smith And Partners For Additional Design On Pedestrian Bridge (*public hearing*)
15. Resolution Number 5073 – A Resolution To Dedicate Certain Streets, Roadways And Rights-Of-Way In Liberty Park To The City Of Vestavia Hills Subject To The Provisions Of A Certain Maintenance Agreement (*public hearing*)
16. Ordinance Number 2778 - An Ordinance Authorizing The Mayor And City Manager To Execute And Deliver A Maintenance Agreement With Liberty Park Joint Venture Following Acceptance Of Dedication Of Streets, Roadways And Rights-Of-Ways As Dedicated By Resolution Number 5073 (*public hearing*)
17. Resolution Number 5074 – De-Annexation – A Portion Of Lot 1, Healthsouth Headquarters Addition To Liberty Park (MB 243, MP 1) In Order To Clear Up Municipal Boundaries; Healthsouth, Owner (*public hearing*)
18. Citizen Comments
19. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

WORK SESSION

JUNE 18, 2018

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

MEMBERS PRESENT:

Mayor Ashley C. Curry
Rusty Weaver, Mayor Pro-Tem
George Pierce, Councilor

MEMBERS ABSENT:

Kimberly Cook, Councilor
Paul J. Head, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Marvin Green, Fire Chief
Christopher Brady, City Engineer
Danny Rary, Police Chief
Jason Hardin, Police Captain
Johnny Evans, Police Captain

COMMUNITY SPACES PLAN

Mr. Downes gave a background of the Community Spaces Plan and introduced Ken Upchurch, TCU to update the Council on the implementation of that part of the Plan.

Ken Upchurch stated that they have been meeting with design consultants concerning all design work that needed to be done with the TCU managed plans. He indicated that they are working with experienced designers and are meeting weekly in order to stay consistent on the plan, the timing of the projects, etc. He explained that that constant meetings helps them to stay aware to ensure there are no delays within the design work.

Mr. Upchurch explained the need for the City to issue purchase orders for geo-tech, surveys, etc., quickly and consistently through the end of July in order to allow these designers to stay on que with needed and accurate information. TCU managed projects

include Wald Park, Gold's Gym, Cahaba Heights, New Merkle, Crosshaven and grant funding for SHAC. TCS managed plans are estimated at \$43,959,971. Detail of the estimates were presented to the Council for review. He stated that the other City managed projects are estimated at \$14,150,000 for a total of \$58,109,971. The detail showed some grant funding of \$750,000 netting the total to \$57,359,971.

Mr. Downes explained the funding, early payoff, cash flows, etc.

The Mayor asked about monthly reporting.

Mr. Upchurch stated there would be monthly reporting to the Council.

Mr. Downes stated that because of the consistency and timing of the purchase orders for the design, that the Council would consider funding up to \$4.8 million to cover the professional fees and services and would give them the ability to get certain projects proceeding in a timely manner.

There being no further business, the meeting adjourned at 6:31 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JUNE 25, 2018

The City Council of Vestavia Hills met in special session on this date at 6:00 PM, following publication and posting pursuant to Alabama law. Mayor Curry called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Paul Head, Councilor

OTHER OFFICIALS PRESENT:

Jeff Downes, City Manager
Rebecca Leavings, City Clerk
Melvin Turner, Finance Director
George Sawaya, Asst. Finance Director
Marvin Green, Fire Chief
Jason Hardin, Deputy Police Chief
Brian Davis, Public Services Director
Christopher Brady, City Engineer

Jim Cartledge, Vestavia Hills Chaplain, provided the invocation followed by the Pledge of Allegiance.

ANNOUNCEMENTS, GUEST RECOGNITION

- Mr. Pierce welcomed Kym Prewitt and James Robinson, Vestavia Hills Chamber of Commerce members.

CITY MANAGER'S REPORT

- Mr. Downes stated that Gold's Gym will be departing the adjacent property and a walkthrough will occur on June 29 to determine if any repairs needed to be made prior to their departure. Mr. Downes stated that reconstruction will occur following a design period. He explained that the property has 10,000 square feet already set up with offices and storage areas. He indicated that some of the displaced Public Works employees will

- be placed there for a temporary period of time. He explained that prior to the renovations, the building may be utilized for activities that can temporarily be moved to the location following the departure of Gold's Gym.
- Mr. Downes indicated that he and staff will be discussing traffic calming suggestions at the next work session. He explained that there have been a number of studies responsive to complaints and the staff will be proposing a traffic calming policy. He stated that he like to introduce this to the Council collectively next Monday along with suggestions for implementation of this policy.
 - Mr. Downes reminded everyone that City Hall will be closed on July 4 in observance of Independence Day.

COUNCILOR REPORTS

- Mrs. Cook provided the following report:

“The Superintendent reviewed some organizational changes, which include the hiring of a new Asst. Superintendent of Operations and Services. Dr. Patrick Martin, one of our recent superintendent candidates and previously the Supt. of Gardendale City Schools, will start in this position, effective July 2.

The Superintendent is interviewing candidates for the Director of Technology and Director of Student Services and should have those recommendations for the board's consideration in July.

The Superintendent shared the draft annual report, but this will not be finalized until late summer, after all the metrics have been gathered. He mentioned that he is still working on updates regarding implementation of the system's strategic plan.

The Superintendent shared a new parent volunteer procedure that will require some school parent volunteers to undergo a background check. The draft policy states the background checks will be run by Background IQ, which was formerly Bullet Screening. In the discussion of this topic, the Supt. indicated the details are still being worked out, but this will likely apply to parents chaperoning overnight school trips and that the system will work to ensure the \$12 background check fee will not be a burden to anyone wanting to volunteer. Board member Jennifer Weaver mentioned the background check service is the same one used by Vestavia Hills sports leagues.

I understand the Supt's rezoning recommendation will be presented in July.”

- Mr. Pierce announced regular Vestavia Hills Chamber of Commerce board meeting last Thursday which centered on planning for the I Love America Day beginning June 28 at 6 PM. He read the various highlighted activities and invited everyone to attend.

- The Mayor reminded everyone of the informational seminar of Crimes Against the Elderly to be held on August 7. He stated that flyers are located in the back of the Chamber and asked anyone interested to attend.
- Mr. Weaver stated that P&Z met to discuss two rezoning requests that will be coming to Council soon.

FINANCIAL REPORTS

Melvin Turner, III, Finance Director presented the financial reports for month ending May 2018. He read and explained the balances.

APPROVAL OF MINUTES

The minutes of the May 21, 2018 (Work Session) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the May 21, 2018 (Work Session) and approve them as presented was by Mr. Weaver and second by Mr. Pierce. Roll call vote as follows:

Mrs. Cook – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

Motion carried.

The minutes of the June 11, 2018 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the June 11, 2018 (Regular Meeting) and approve them as presented was by Mr. Weaver and second by Mrs. Cook. Roll call vote as follows:

Mrs. Cook – yes	Mr. Pierce – yes
Mr. Weaver – yes	Mayor Curry – yes

Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 5066

Resolution Number 5066 - Authorizing The City Manager To Execute Supplemental Agreement For Neel Schaffer For Additional Design Work For Massey Road (public hearing)

MOTION Motion to approve Resolution Number 5066 was by Mr. Weaver seconded by Mr. Pierce.

Mr. Downes explained that this project has been a long running project managed through ALDOT and was preliminarily approved. However, another level of ALDOT approvals were delivered required a supplemental agreement with the designing consultant to update the designs pursuant to ALDOT's requirements. He explained the frustrations of working through these funding agreements and the processes in order to be able to complete a project. ALDOT anticipates a bid date in Spring/Summer of 2019. This allocates an additional \$60,000 with the City funding a \$12,000 share of this amount.

The Mayor stated that the original agreement designed sidewalks on Columbiana toward Hwy 31. Mr. Brady explained.

Mr. Pierce asked about timeline. Mr. Brady estimated 6-8 months for construction.

Mrs. Cook asked if the project can be expedited. Mr. Downes stated that no matter how much you expedite these projects, ALDOT still has to review and you still have to await their approvals. He commended ALDOT on a newer process that does keep these projects from backing up, but there is still a wait on their review and approval.

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

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

RESOLUTION NUMBER 5067

Resolution Number 5067 - A Resolution Declaring A Weed And Other Vegetation Nuisance Pursuant To Ordinance Number 2567 And Directing The City Manager To Abate Said Nuisance For Property Located At 704 Rockbridge Road (public hearing)

MOTION Motion to approve Resolution Number 5067 was made by Mr. Weaver and second was by Mrs. Cook.

Mr. Downes explained that Sgt. Coleman received complaints on this property and summoned the owner pursuant to the weed abatement code for tonight's public hearing. He indicated that the property owner has not responded to the request to abate the nuisance. This would enable the Compliance Officer to hire a contractor to bring the property into compliance and a lien will be placed on the property and filed with the Tax Collector for collection.

The Mayor explained the background of this type of request and the enforcement of earlier issues.

The owner was not present to represent this case.

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

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2772

Ordinance Number 2772 - An Ordinance Granting A Non-Exclusive Right-Of-Way Use Agreement To Access Fiber Group, Inc. For The Purpose Of Constructing, Installing, Maintaining And Operating A Network Within The Public Rights-Of-Way Within The City Of Vestavia Hills, Alabama (public hearing)

MOTION Motion to approve Ordinance Number 2772 was made by Mr. Weaver and second was by Mr. Pierce.

Mr. Downes stated that this request involves some existing fiber located in Cahaba Heights owned by Access Fiber Group. He showed a map of the location and explained that this fiber has been acquired by Crown Castle and, as the new owner of the existing fiber also wishes to extend it, they are requesting a franchise agreement with the standard 5% fee along with 2 strands of dark fiber to be accessed by the City.

Mr. Downes introduced Amanda Brown, Crown Castle, who was present in regard to this request. He stated that this agreement is similar to the Southern Light approved recently.

Mrs. Cook asked Mr. Boone for his opinion.

Mr. Boone explained that he reviewed the document and compared them against existing agreements and recommended two revisions which were done by the Company.

Mr. Pierce asked about the projected market.

Ms. Brown explained that this is the backbone for communications in this area and would basically be used by small businesses and individuals.

Mrs. Cook asked about expected revenues.

Mr. Downes stated they do not know that presently but would report it later.

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

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

NEW BUSINESS

NEW BUSINESS (REQUESTING UNANIMOUS CONSENT)

The Mayor opened the floor for a motion for unanimous consent of the consideration and action on Ordinance Number 2773.

MOTION Motion for unanimous consent for immediate consideration and action Ordinance Number 2773 was made by Mrs. Cook and second was by Mr. Weaver.

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

ORDINANCE NUMBER 2773

Ordinance Number 2773 - A Resolution Authorizing The City Manager To Expend An Amount Not To Exceed \$4,835,548 For Professional Services Of The Community Spaces Plan, TCU Managed Projects (*public hearing*)

MOTION Motion to approve Ordinance Number 2773 was made by Mr. Weaver and second was by Mr. Pierce

Mr. Downes explained that this request would help to expedite the design consultants to work on TCU-managed projects within the scope of the Community Spaces plan. He stated some of the deadline for designs will be coming along and should not be held up for consideration for each and every project. He added approval of this resolution will not approve the construction projects, only the design and engineering professional services costs of the TCU projects that have already been outlined in the Plan.

Mrs. Cook asked if this would include professional services related to re-development of the City-owned public works facility near Wald.

Mr. Downes stated that it would.

Mr. Pierce stated that these services do not have to be bid and are already in process and this will help to continue the process. Mr. Downes explained they will lean on TCU's advice in the selection of professionals.

Mrs. Cook stated that she missed the work session but did view the video and understands there will be no penalties for late delivery of design and engineering deliverables built into the professional services contracts, but that TCU will be responsible for making sure professional services are delivered on time and that they do not impact the construction schedule.

Mr. Downes said that was correct and Ken Upchurch nodded his assent.

The Mayor opened the floor for a public hearing.

David Harwell, 1803 Catala Road, asked if this was part of the debt that is part of the Plan. Mr. Downes stated this was part of the projected budget in the bond issue.

Mr. Harwell stated that this will go overall of \$90 million over the next 30 years. Mr. Downes explained the terms of the debt burden over the years.

Mayor Curry likened the loan to a house payment and the length of time it takes to pay off the mortgage.

Mr. Harwell expressed his feelings concerning the repayment of debt of the City and wanted the residents of the City to realize how much debt that the City will be carrying with no plan to reduce or pay off debt.

Discussion ensued into the previously discussed deliberations of this and the previous Council and the reasoning for the financing and the timing of the Community Spaces Plan.

Mr. Harwell emphasized that the City should concentrate on paying it off sooner and to develop a debt reduction plan.

Mr. Pierce explained the tax increases and the other methods of funding this plan and indicated that the Council did not make this decision lightly.

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

Mrs. Cook – yes

Mr. Pierce – yes

Mr. Weaver – yes

Mayor Curry – yes

Motion carried.

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

The Mayor stated that the following resolutions and/or ordinances will be presented at a public hearing at the Council's next regular meeting on July 9, 2018, at 6:00 PM.

- None

CITIZEN COMMENTS

Donald Harwell, 1357 Willoughby Road, expressed appreciation for the Council's re-appointment to the BJCTA. He stated he appreciates the ability to serve.

David Harwell, 1803 Catala Road, stated that he was a member of Gold's Gym since it opened and stated that it was a very nice gym and a good piece of property. He stated that the indoor track is one of the nicest indoor tracks and asked that it be preserved in the renovations so that citizens can utilize it.

At 6:59 PM, Mr. Weaver made a motion to adjourn. The meeting adjourned at 7:00 PM.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 5068

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR A AND A DISCOUNT LIQUORS, LLC D/B/A
VESTAVIA PACKAGE STORE; NARESH NATH
BANALA AND SRANIL KUMAR PEDDI,
EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for A and A Discount Liquors, LLC d/b/a Vestavia Package Store, located at 2970 Columbiana Road, Vestavia Hills, Alabama, for the off-premise sale of 011 - Lounge Retail Liquor - Class II (Package); Naresh Nath Banala and Srianiil Kumar Peddi, executives.

APPROVED and ADOPTED this the 9th day of July, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: July 2, 2018

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk

RE: Alcohol License Request – 011 - Lounge Retail Liquor - Class II (Package)

Please find attached information submitted by Naresh Nath Banala and Srianiil Kumar Peddi who request an alcohol license to sell 011 - Lounge Retail Liquor - Class II (Package) at the A and A Discount Liquors, LLC d/b/a Vestavia Package Store, 2970 Columbiana Road, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 9th day of July, 2018 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

	<i>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</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>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</i>

Reviewed: _____





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180613101545661

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **LEJ JR LLC 205-822-1998**
 What is lessors primary business? **PROPERTY MANAGEMENT**
 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**

Does the premise have a fully equipped kitchen? **NO**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **YES**
 Building Dimensions Square Footage: **1715** Display Square Footage: **1500**
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **SHOPPING CENTER** License covers: **PORTION OF**
 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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180613101545661

Initial each

Signature page

BNN
 BNN

In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

BNN

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.

In reference to Special Retail or Special Events retail license, 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.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

BNN

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

BNN

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.

BNN

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.

BNN

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): *Noresh Banala*

Signature of Applicant: *[Handwritten Signature]*

Notary Name (print): *Wendy Abbott*

Notary Signature: *Wendy Abbott*

Commission expires: *10-21-18*

Application Taken: *6/13/18* App. Inv. Completed:
Submitted to Local Government:
Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**
Confirmation Number: 20180613101545661



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
S R LIQUORS LLC
Address: 2970 COLUMBIANA RD
VESTAVIA HILLS, AL 35216
Telephone: 205-335-5347

NEW APPLICANT:
A AND A DISCOUNT LIQUORS LLC
Address: 2970 COLUMBIANA RD
VESTAVIA HILLS, AL 35216
Telephone: 205-823-8295

Current License No: 010585137

LICENSED PREMISES ADDRESS: 2970 COLUMBIANA RD VESTAVIA HILLS, AL 35216

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.

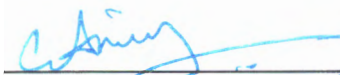
The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.


WITNESS our hands and seals on this the 13 day of June, 2018.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)



Print Name: ANIL CHINTALA
Title: Partner



Print Name: Navesh Banala
Title: Managing Member

WITNESS: (By ABC Enforcement) Wendy Abbott
Revised 9/08

RESOLUTION NUMBER 5071

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR EL ZUNZUN RESTAURANT LLC D/B/A EL
ZUNZUN; REBECCA SATTERFIELD, EXECUTIVE**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for El Zunzun Restaurant LLC d/b/a El Zunzun, located at 4105 Crosshaven Drive, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Rebecca Satterfield, executive.

APPROVED and ADOPTED this the 9th day of July, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: July 2, 2018

TO: Dan Rary, Police Chief

FROM: Rebecca Leavings, City Clerk


RE: Alcohol License Request – 020 - Restaurant Retail Liquor

Please find attached information submitted by Rebecca Satterfield who request an alcohol license to sell 020 - Restaurant Retail Liquor at the El Zunzun Restaurant LLC d/b/a El Zunzun, 4105 Crosshaven Drive, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 9th day of July, 2018 at 6:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

	<i>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</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>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</i>

Reviewed: _____





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180627103221992

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00
Type License: **State:** **County:**
Trade Name: EL ZUNZUN RESTAURANT **Filing Fee:** \$50.00
Applicant: EL ZUNZUN RESTAURANT LLC **Transfer Fee:**
Location Address: 4105 CROSSHAVEN DRIVE VESTAVIA HILLS, AL 35243
Mailing Address: 2609 CALDWELL MILL LANE BIRMINGHAM, AL 35243
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Type Ownership: LLC

Book, Page, or Document info: 2016130408
Date Incorporated: 12/15/2016 **State incorporated:** AL **County Incorporated:** JEFFERSON
Date of Authority: 12/15/2016 **Alabama State Sales Tax ID:** R009940327
Federal Tax ID: 814705443

Name:	Title:	Date and Place of Birth:	Residence Address:
REBECCA SATTERFIELD 6943643 - AL	OWNER	01/13/1955 TUSCALOOSA AL	2609 CALDWELL MILL LANE BIRMINGHAM, AL 35243

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: REBECCA SATTERFIELD **Home Phone:** 205-356-4226
Business Phone: 205-791-7711 **Cell Phone:** 205-356-4226
Fax: **E-mail:** BECKYSATTERFIELD@GMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20180627103221992

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: SATTERFIELD VESTAVIA HILLS PROPERTIES LLC 205-298-0371

What is lessors primary business? INVESTMENTS

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

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: 5372 Display Square Footage:

Building seating capacity: 160 Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20180627103221992

Initial each

Signature page

RSS
 RSS

In reference to law violations, I attest to the truthfulness of the responses given within the application.

RSS

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

RSS

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, 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.

X

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

RSS

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.

RSS

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.

RSS

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): *Rebecca S. Satterfield*

Signature of Applicant: *Rebecca S. Satterfield*

Notary Name (print): *Wendy Abbott*

Notary Signature: *Wendy Abbott*

Commission expires: *10-21-18*

Application Taken: *lolale* App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

RESOLUTION NUMBER 5072

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

WITNESSETH THESE RECITALS

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

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

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

1. The City Manager is hereby authorized to sell or dispose of the above-referenced surplus personal property; and
2. This Resolution Number 5072 shall become effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 9th day of July, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

6/28/18

To: Rebecca Leavings

From: Sgt. Gaston, Officer Wilson

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

- 2005 Dodge Dakota Vin# 1D7HW28K06S560042

Please contact me with any questions or concerns.

Thanks, Sgt. Gaston ext.#1137

Officer Wilson ext.#1110

6/22/18

To: Rebecca Leavings

From: Sgt. Gaston, Officer Wilson

Re: Surplus City Property

Please request that the City Council deem the following property surplus at the next meeting:

- 2004 Nissan Maxima VIN# 1N4BA41E54C847341

Please contact me with any questions or concerns.

Thanks, Sgt. Gaston ext.#1137

Officer Wilson ext.#1110

ORDINANCE NUMBER 2774

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 VESTAVIA HILLS R-2 TO VESTAVIA HILLS R-4

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

1557 Holly Road
Lot 6, Younes Addition to Shades Cliff
Chris Salter, Owner(s)

BE IT FURTHER ORDAINED that said rezoning shall be conditioned upon the final plat being approved and recorded with a maximum of 2 lots as presented.

APPROVED and ADOPTED this the 23rd day of July, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

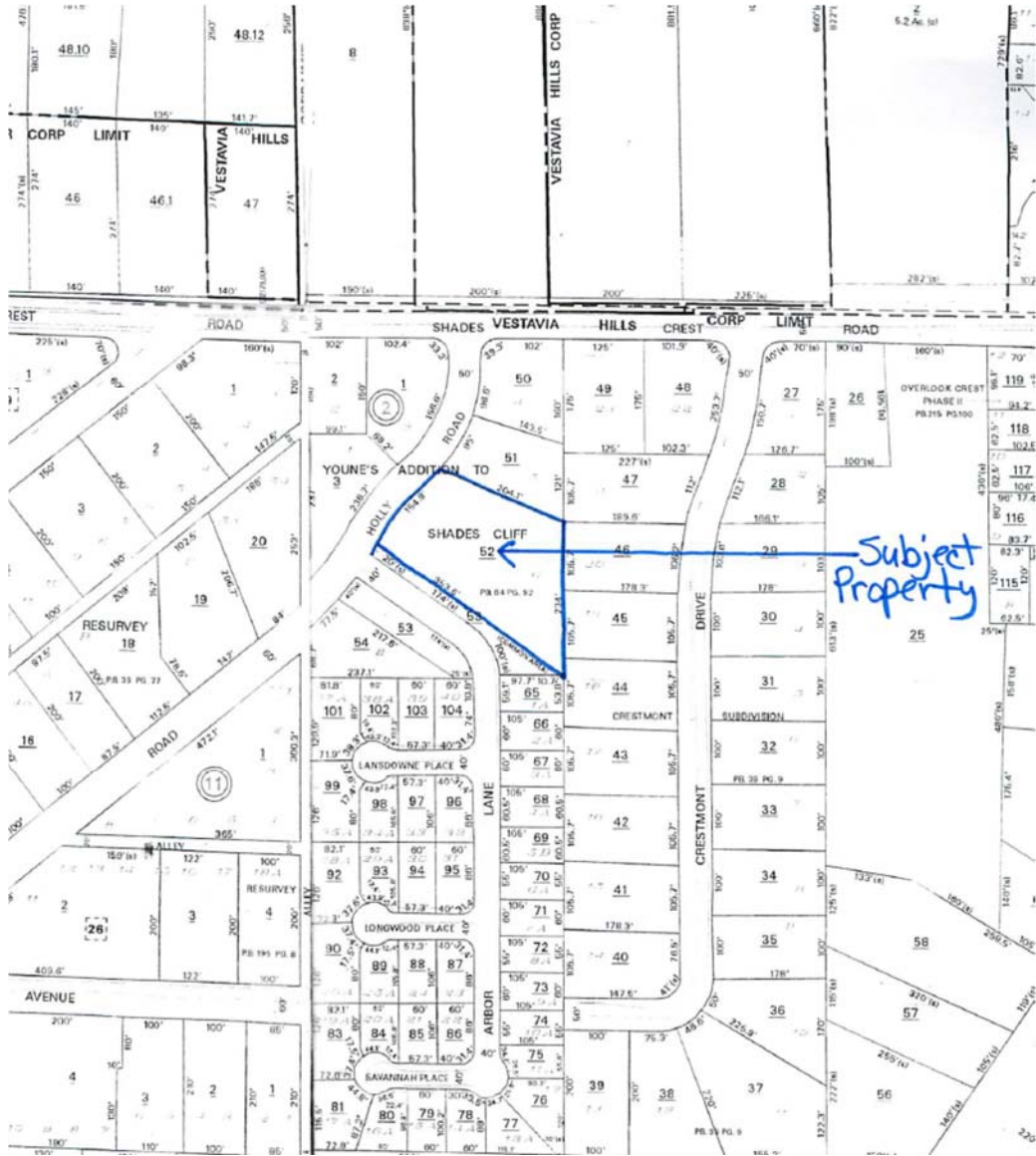
Rebecca Leavings
City Clerk

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 # 2774 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 23rd day of July, 2018, as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk



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

Date: **JUNE 14, 2018**

- **CASE: P-0618-20**
- **REQUESTED ACTION:** Rezoning From Vestavia Hills R-2 to Vestavia Hills R-4
- **ADDRESS/LOCATION:** 1557 Holly Rd.
- **APPLICANT/OWNER:** Chris Salter
- **GENERAL DISCUSSION:** Applicant is seeking to rezone 1557 Holly Rd. from R-2 to R-4 so that he may subdivide the lot into two. While there is enough land to meet the minimum square footage, the lot is not wide enough to support two lots in an R-2 zone. The two lots proposed exceed the minimum requirements for the R-4 zoning. All current easements will remain.
- **VESTAVIA HILLS COMPREHENSIVE PLAN:** The request is consistent with the Comprehensive Plan for low/medium density residential.
- **STAFF REVIEW AND RECOMMENDATION:**
 1. **City Planner Review:** I have looked at all of the relevant zoning / subdivision requirements related to this proposal, including application, notification, setbacks, area of lot development, etc. Notification has been sent to property owners pursuant to Alabama law. I have reviewed this request and find it does meet the minimum requirements of the proposed zoning.

City Planner Recommendation: Rezoning conditioned on final plat being approved and recorded.
 2. **City Engineer Review:** No problems noted.
 3. **City Fire Marshal Review:** No problems notes.
 4. **Building Safety Review:** I have reviewed the application and I have no issues with this request.

MOTION Mr. Romeo made a motion to recommend rezoning approval 1557 Holly Rd. from Vestavia Hills R-2 to Vestavia Hills R-4 conditioned on the two lot site plan presented. Second was by Mr. Weaver. Motion was carried on a roll call; vote as follows:

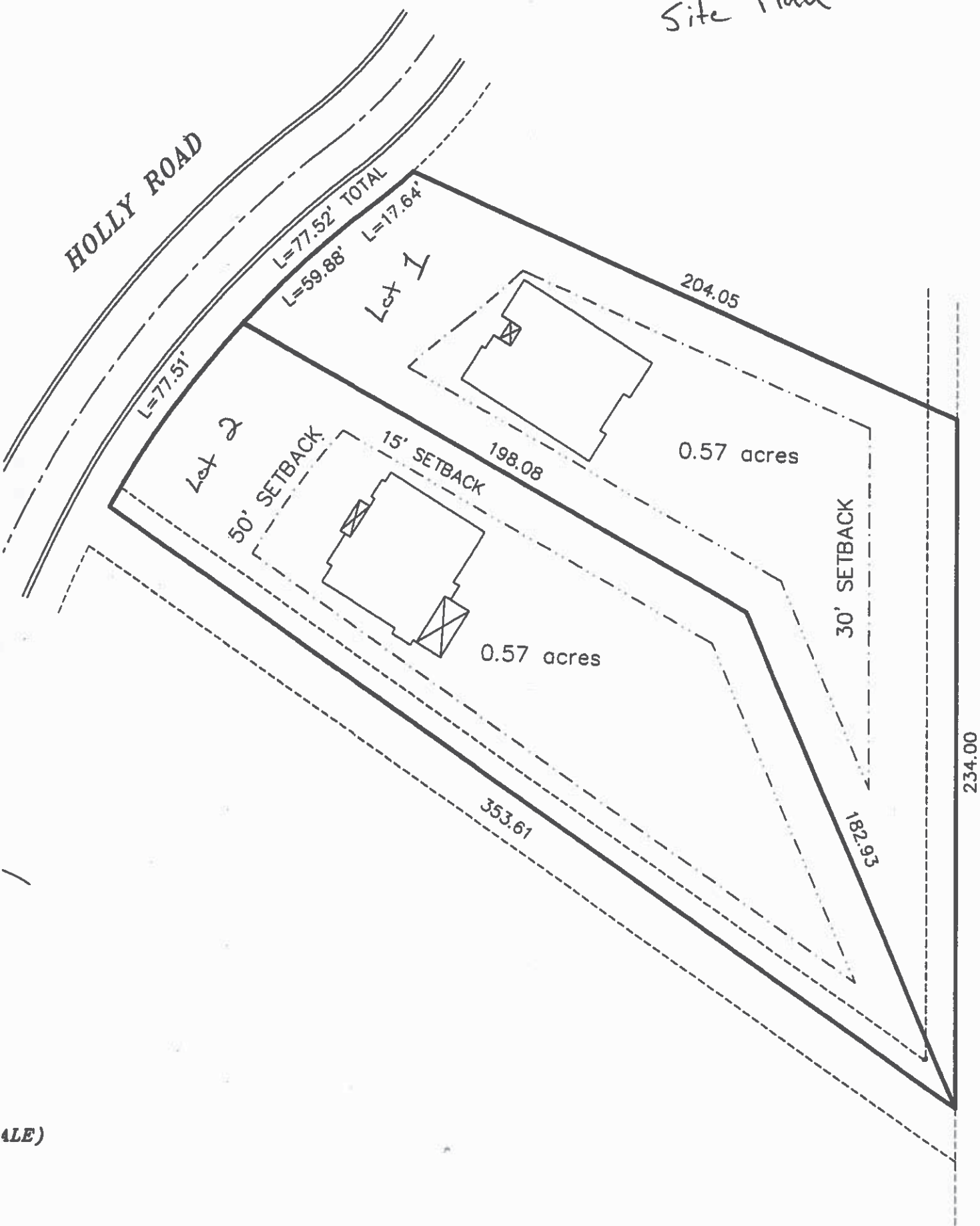
Mr. Sykes – yes

Mr. Romeo – yes

Mr. Weaver – yes
Mrs. Barnes – yes
Mr. Larson – yes
Motion carried.

Ms. Cobb – yes
Mr. Gilchrist – abstained

Site Plan



Legend

Address_Points

- R-2
- PUD-PR-1
- R-1
- R-4
- R-6
- R-9
- R-3
- R-8
- R-5
- R-9*
- B-3
- RC-1
- A
- E-2
- B-2
- Inst-1
- R-1*
- O-1
- PUD-PB
- R-8*
- R-6*
- B-1
- B-3*
- Inst-1*
- B-2*
- O-1*
- R-7
- R-4*



Subject Property

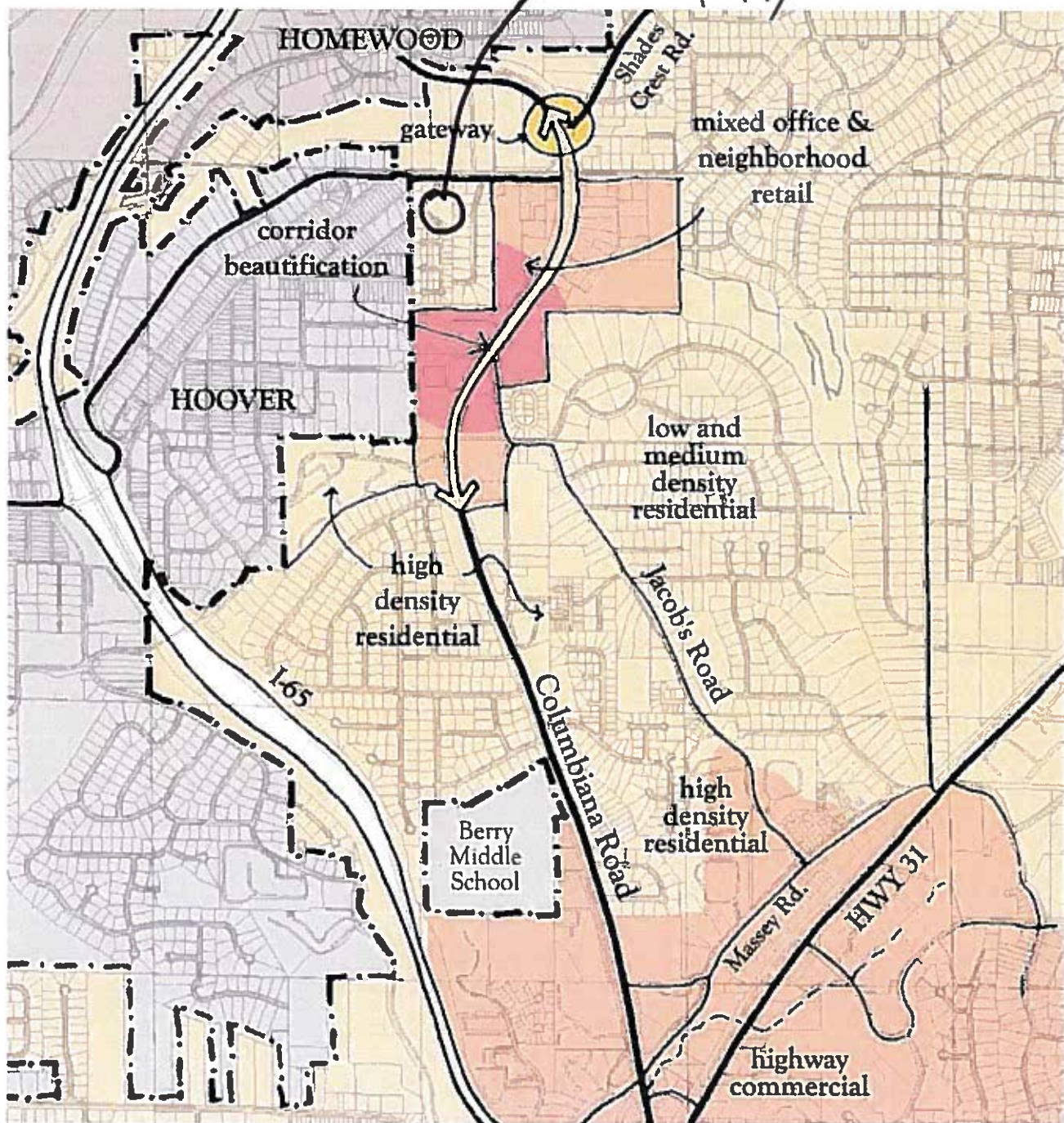


Figure 20: Columbiana Road
Land Use Analysis

- Neighborhood - primarily low / medium density single-family residential areas with higher densities near village center(s). Other uses may include schools, places of worship, recreational areas, and open space.
- Professional Offices - primarily professional office uses. Density should vary according to surroundings. Other uses may include retail and services (supporting offices and employees), places of worship, public spaces, and open space.
- Village Center - mixed use centers with highest densities in core areas. Mix of uses should include retail and service businesses, professional offices, high density residential areas, institutions, recreation areas, and public spaces.
- Recreation and Open Space - public and private recreation facilities and preserved natural spaces. Recreation facilities may be active, passive or combined. Open spaces are areas preserved in a natural state and may include passive recreational uses.
- Commercial Core - primarily high density, retail and service business areas with professional offices and multi-family residences on upper floors or on periphery. Other uses may include institutions and public space.
- Trailheads - Trailheads are public sites along a trail, where bike racks, seating, parking, and public amenities are provided for trail users.
- Schools - School facilities administered by the Vestavia Hills School System.
- Gateways and Nodes - Gateways are entryways into the community or village enhanced with consistent signage, landscaping, and other elements. Nodes are sites, such as transit stops, where public spaces, signage, and other public design elements should be considered.



ORDINANCE NUMBER 2776

AN ORDINANCE AMENDING ORDINANCE NUMBER 2476 TO AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER AN ADDENDUM TO VIDEO SERVICES AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA

THIS AGREEMENT (“Agreement”) dated _____, 2018, (“Effective Date”) is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) (formerly a corporation but now a limited liability company), and the City of Vestavia Hills, Alabama, a municipal corporation (“City of Vestavia Hills”). AT&T Alabama and the City of Vestavia Hills shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, City of Vestavia Hills and BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) entered into an agreement styled Agreement (“Agreement”) on December 23, 2013 regarding the provision by AT&T Alabama of its integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP Video Service”);

WHEREAS, paragraph 1 set forth the term of the Agreement to expire effective December 31, 2018, but allows for extending the Agreement upon written mutual agreement of the parties;

WHEREAS, City of Vestavia Hills and AT&T Alabama desire to extend the terms of the Agreement for an additional five (5) years and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

WHEREAS, City of Vestavia Hills and AT&T Alabama desire to make one other modification to the terms of the Agreement, in addition to the five (5) year extension, which is to update the “Notices” provision as set forth herein below and agree that there is sufficient mutual consideration for updating the terms of the Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original “Agreement,” and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Vestavia Hills and AT&T Alabama agree as follows:

1. Paragraph 1 of the “Agreement” is to be amended by changing the date of termination from December 31, 2018 to December 31, 2023. Paragraph 1 is hereby amended to read as follows:

“Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2023. The term may be extended upon mutual agreement of the parties in writing.”

2. Paragraph 12, the “Notices” paragraph of the “Agreement”, is amended by changing the address for AT&T Alabama to the following:

AT&T Alabama
Assistant Vice President - Senior Legal Counsel
675 West Peachtree Street, N.W., Suite 4326
Atlanta, Georgia 30308

And the address for the City of Vestavia Hills to the following:

Mayor’s Office
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

3. Unless amended by the terms of this Addendum, all other terms and conditions of the “Agreement,” shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the “Agreement” conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the “Agreement.”

4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 23rd day of July, 2018.

(Signature Pages Follow)

AT&T Alabama

By: _____
Name: C. Wayne Hutchens
Title: President – AT&T Alabama

State of Alabama)
County of _____)

Sworn to and subscribed before me this _____ day of _____, 2018.

NOTARY PUBLIC SEAL

My Commission Expires: _____

CITY OF VESTAVIA HILLS

By: _____
Name: Ashley Curry
Title: Mayor

State of Alabama)
County of Jefferson)

Sworn to and subscribed before me this _____ day of _____, 2018.

NOTARY PUBLIC SEAL

My Commission Expires: _____

By: _____

Name: Jeffrey Downes

Title: City Manager

State of Alabama)

County of Jefferson)

Sworn to and subscribed before me this _____ day of _____, 2018.

NOTARY PUBLIC SEAL

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

June 26, 2018

By Electronic Mail and Regular Mail

City Manager Jeff Downes
Vestavia Hills Municipal Center
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

In Re: AT&T Alabama

Dear Mr. Downes:

On June 26, 2018, you provided to me via electronic mail a proposed Addendum to Video Services Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) and the City of Vestavia Hills (“City”) with a request that I review the same and provide you with my legal opinion. The purpose of this letter is to comply with your request.

I. BACKGROUND

AT&T Alabama has operated a business within the City of Vestavia Hills by providing broadband platform of voice, data and video services since 2008.

The City and AT&T Alabama have had the following agreements:

<u>Ordinance or Resolution No.</u>	<u>From</u>	<u>To</u>
Resolution No. 3847	May 21, 2008	December 31, 2013
Ordinance No. 2476	December 23, 2013	December 31, 2018

AT&T Alabama has submitted to you a proposed Addendum to Video Services Agreement, which would allow AT&T Alabama to continue doing business in the City for an additional five (5) years beginning December 31, 2018 and ending December 31, 2023.

June 26, 2018

Page 2

II. LEGAL OPINION

I have reviewed the proposed Addendum pursuant to your request. It is my legal opinion that the Addendum is consistent with the present Agreement and complies with state and federal laws.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,

A handwritten signature in blue ink that reads "Patrick H. Boone". The signature is fluid and cursive, with a long horizontal line extending to the right.

Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by e-mail)

AGREEMENT

THIS AGREEMENT (“Agreement”) dated Dec 23, 2013 (“Effective Date”) is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”), a Georgia corporation, and the City of Vestavia Hills, Alabama, a municipal corporation (“City”). AT&T Alabama and City shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

RECITALS:

WHEREAS, AT&T Alabama is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP-enabled Video Service”). The IP Network upgrade will involve the use of the public right-of-way in the City (“ROW”); and

WHEREAS, the City Council of the City of Vestavia Hills, Alabama finds and determines that the execution and delivery of this Agreement will promote the public welfare and best interests of the citizens of the City of Vestavia Hills.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Alabama agree as follows:

1. Term: The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2018. The term may be extended upon mutual agreement of the Parties.

A. The parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Alabama, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days’ written notice.

B. In addition to the termination rights set forth in Section 1(A) above, AT&T Alabama shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (a) AT&T Alabama concludes in its reasonable business judgment that IP Video Service in the City is no longer technically, economically or financially consistent with AT&T Alabama’s business objectives; (b) Title VI of the Communications Act of 1934, as amended obligations or any similar obligations are imposed on

AT&T Alabama; or (c) it becomes clear that AT&T Alabama must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Alabama shall pay to City a fee equal to five percent (5%) of the Gross Revenues from subscription fees collected from each subscriber to AT&T Alabama’s IP Video Services product delivered over the IP Network in the City’s ROW; such product to be defined by AT&T Alabama when it is offered to the public. The fee (“IP Video Services Provider Fee”) will be identified and passed through on any subscriber bill by AT&T Alabama, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. If during the term of this agreement, AT&T Alabama should pay to any other municipality in Alabama a fee greater than five percent (5%) of the gross revenues from subscription fees collected from each subscriber to AT&T Alabama’s IP Video Services product delivered over the IP Network over that City’s right-of-way, then in such event the compensation to the City of Vestavia Hills shall automatically be increased to that amount. Should, during the term of this agreement, AT&T Alabama pay to any other municipality in Alabama the compensation any sooner than forty-five (45) days after the end of each quarter, then in such event this agreement shall be automatically amended so that the City of Vestavia Hills, Alabama shall receive payments at the same time.

A. For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Alabama IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation and repair; and
- (e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

B. For purposes of this Agreement, Gross Revenues do not include:

- (a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, less expenses of collection, shall be included in Gross Revenues in the period collected;
- (b) discounts, refunds and other price adjustments that reduce the amount of compensation received by AT&T Alabama;
- (c) late payment fees;

- (d) maintenance charges;
- (e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee authorized by this section;
- (f) revenue from the sale of capital assets or surplus equipment; or
- (g) charges, other than those described in subparagraph A that are aggregated or bundled with amounts billed to IP Video Services subscribers including but not limited to any revenues received by AT&T Alabama or its affiliates for telecommunications services, information services, or the provision of directory or Internet advertising, including yellow pages, white pages, banner advertisement and electronic publishing.

City shall have the right to inspect, upon reasonable notice, AT&T Alabama's books and records showing its gross revenues for any of the services provided herein from which the fee specified herein is computed. No acceptance of any such fee by City shall be construed as a release of or an accord or satisfaction of any claim City might have for further or additional sums payable under the terms of the Agreement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services AT&T Alabama and the City shall reasonably cooperate to investigate a web-based methodology to make such PEG programming available with AT&T Alabama's IP Video Service network, at such time as AT&T Alabama achieves ten percent (10%) market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Alabama's launch of IP Video Services and subject to reasonable economic and technical feasibility considerations.

Any operation of any PEG access channel by City shall be the responsibility of City, and AT&T Alabama's only obligation, if any, is the responsibility for the transmission of such channel. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T Alabama in the future, if any, are provided or submitted to AT&T Alabama, at the AT&T Alabama's designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Alabama, without requirement for additional alteration or change in the format or content by AT&T Alabama, over the network of the AT&T Alabama, and which is compatible with the technology or protocol utilized by AT&T Alabama to deliver IP Video Services.

4. Emergency Message. AT&T Alabama shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Alabama's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Customer Service. AT&T Alabama shall comply with customer service requirements consistent with 47 C.F.R. Section 76.309(c).

6. **Obligations of City.** During the term of this Agreement, City will not subject, nor attempt to subject, the provision of AT&T Alabama's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinances. In addition, City agrees:

(a) To subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Alabama's existing telecommunications infrastructure.

(b) Not to unreasonably block, restrict or limit the construction and installation of the IP Network.

(c) To process any and all applicable permits for the installation, construction, maintenance, repair, removal and other activities associated with the IP Network in a timely and prompt manner.

7. **Indemnification:**

A. AT&T Alabama agrees to indemnify, defend and hold harmless City, its officers, agents and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Alabama's negligent construction, operation or maintenance of its IP Network, provided that City shall give AT&T Alabama written notice of its obligation to indemnify City within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, AT&T Alabama shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than AT&T Alabama in connection with PEG programming.

B. With respect to AT&T Alabama's indemnity obligations set forth above, AT&T Alabama shall provide the defense of any claims brought against City by selecting counsel of AT&T Alabama's choice to defend the claim, subject to the consent of City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Alabama and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with City, AT&T Alabama shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Alabama shall have the authority to decide the appropriateness and the amount of any such settlement.

C. Anything contained herein to the contrary notwithstanding, City shall maintain no responsibility or liability for claims or damages resulting from tangible property damage or bodily injury (including accidental death) arising out of AT&T Alabama's construction, operation or maintenance of its IP Network or operations authorized hereby. AT&T Alabama shall maintain no responsibility or liability for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants or independent contractors or third parties or for any activity or function

conducted by any person or entity other than AT&T Alabama in connection with PEG programming, or for other independent acts of City, its agents, employees or assigns.

8. **Breach of Agreement.** Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. **Dispute Resolution.** Except as otherwise provided in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of a mediator when such discussions have failed.

10. **Force Majeure:** In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference.

11. **Non-Discrimination:** AT&T Alabama shall not deny access to its IP Video Services to any group of potential customers because of the income of the residents of the local area in which the group resides.

12. **Notices.** Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Honorable Jeffrey Downes, Manager
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, Alabama 35216

If to AT&T Alabama:

AT&T Alabama
General Counsel—Alabama
Suite 28A2
600 19th Street N
Birmingham, Alabama 35203.

13. **Modification.** This Agreement may be amended or modified only by a written instrument executed by both Parties.

14. **Assignment.** AT&T Alabama may not assign or transfer this Agreement or any interest therein without the prior consent of City except to any affiliate of AT&T Alabama.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between City and AT&T Alabama with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements and/or representations of or between City and AT&T Alabama regarding the subject matter hereof.

16. **Waiver.** Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

17. **Miscellaneous.**

A. AT&T Alabama and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

B. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

C. AT&T Alabama and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

D. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

18. **Binding Effect.** This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

19. **Counterpart Execution.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this the 23rd day of Dec, 2013.

[signatures on page 7]

AT&T ALABAMA

By: *Fred McCallum Jr.*
Name: Fred McCallum, Jr.
Title: President-- AT&T Alabama

STATE OF ALABAMA
COUNTY OF JEFFERSON

SWORN TO and SUBSCRIBED before me this the 9th day of December, 2013.

Maryna B. Krzyz SEAL
Notary Public

My Commission Expires: 5-19-2016

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CITY OF VESTAVIA HILLS

By: *Butch Zaragoza Jr.*
Name: Butch Zaragoza, Jr.
Title: Mayor

STATE OF ALABAMA
COUNTY OF Jeffers

SWORN TO and SUBSCRIBED before me this the 2nd day of Dec, 2013.

Wendy S. SEAL
Notary Public

My Commission Expires: 7/06/16

CITY OF VESTAVIA HILLS

By: *Jeffrey Downes*
Name: Jeffrey Downes
Title: City Manager

STATE OF ALABAMA
COUNTY OF _____

SWORN TO and SUBSCRIBED before me this the 2nd day of Dec, 2013.

Wendy S. SEAL
Notary Public

My Commission Expires: 7/06/16

ORDINANCE NUMBER 2777

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A SUPPLEMENTAL AGREEMENT WITH GRESHAM SMITH & PARTNERS AS ARCHITECT AND ENGINEER

WHEREAS, the City wishes to construct a pedestrian bridge (hereinafter referred to as “Bridge”) over U.S. Highway 31 South of Round Hill Road as a connection between Wald Park and the new Vestavia Hills Library in the Forest; and

WHEREAS, the Bridge will be constructed in the City of Vestavia Hills, Alabama on, in and above the right-of-way of U.S. Highway 31 South (the “construction site”), which is not owned by the City; and

WHEREAS, on September 27, 2011, the City and Gresham Smith & Partners (hereinafter referred to as “GSP”) entered into a Contract wherein GSP agreed to perform architectural and engineering services for the design of the Bridge for an in consideration of the payment of Two Hundred Eight Thousand Three hundred forty-one Dollars (\$208,341.00); and

WHEREAS, GSP performed design services and has been paid the sum of \$187,177.10 to date; and

WHEREAS, GSP and the City agree that additional design services are needed prior to the construction of the Bridge as mandated by the Alabama Department of Transportation; and

WHEREAS, the City and GSP have agreed for GSP to perform the “additional design services” for and in consideration of the payment of Two Hundred Eighty-Seven Thousand Three Hundred Fifteen Dollars (\$287,315.00) to be partially funded by grants administered through the MPO; and

WHEREAS, the City and GSP have negotiated this Supplemental Agreement to the Contract between the City and GSP, dated September 23, 2011; and

WHEREAS, The City and GSP have agreed to the terms, provisions and conditions of this supplemental agreement and have further agreed that it is in the best parties interest that this agreement be reduced to writing; and

WHEREAS, a copy of said Supplemental Agreement is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2777 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept said agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said agreement marked as Exhibit A, attached to and incorporated into this Ordinance Number 2777 as if written fully therein; and
2. Said agreement shall be attested by the City Clerk with the City Seal; and
3. If any portion of this agreement shall be held unconstitutional, invalid or unenforceable, such holding shall not affect the remaining portions of this agreement nor render the remaining portions of this agreement invalid, and to that end the provisions hereof are declared to be severable.
4. This ordinance shall become effective immediately upon publication/posting pursuant to Alabama law.

ADOPTED and APPROVED this the 23rd day of July, 2018.

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 # 2777 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 23rd day of July, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

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

July 2, 2018

By Hand Delivery

City Clerk Rebecca Leavings
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Supplemental Agreement By and Between the City and
Gresham Smith Partners for Additional Design Services for Pedestrian Bridge

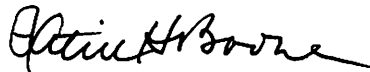
Dear Becky:

I have prepared and enclose suggested draft of Supplemental Agreement Between Owner and Architect/Engineer by and between the City of Vestavia Hills and Gresham Smith and Partners.

It is my understanding that City Manager Jeff Downes wishes to have this matter on the City Council agenda on July 9, 2018 for a first read. It will, therefore, be greatly appreciated if you will have the Supplemental Agreement and attachment reproduced in a sufficient number of copies and circulate them in the normal course of business. Thank you.

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosure

cc: City Manager Jeff Downes (w/o encls.)

STATE OF ALABAMA

JEFFERSON COUNTY

**SUPPLEMENTAL AGREEMENT
BETWEEN OWNER AND ARCHITECT/ENGINEER**

WITNESSETH THIS SUPPLEMENTAL AGREEMENT, made and entered into on this the _____ day of _____, 2018, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," hereinafter referred to as "City," and Gresham Smith & Partners, as "Architect and Engineer," hereinafter referred to as GSP.

WITNESSETH THESE RECITALS:

WHEREAS, the City wishes to construct a pedestrian bridge (hereinafter referred to as ""Bridge") over U.S. Highway 31 South of Round Hill Road as a connection between Wald Park and the new Vestavia Hills Library in the Forest; and

WHEREAS, three separate grant applications submitted by the City of Vestavia Hills ("City") requesting partial federal funding for the pedestrian crosswalk ("Bridge") over U.S. Highway 31 at Round Hill Road have been approved. The three grants are between the State of Alabama ("State") acting by and through the Alabama Department of Transportation ("ALDOT") and the City in cooperation with the United States Department of Transportation, Federal Highway Administration ("FHWA") and are as follows:

APPROVED GRANTS FOR HIGHWAY 31 PEDESTRIAN CROSSWALK

<u>Funding Source</u>	<u>Funded Amount</u>	<u>Funding</u>	<u>City's Responsibility</u>	<u>For</u>
HPP-A124	\$ 700,000	\$560,000	\$140,000	Design, construction and inspection
DE-AL104	200,000	200,000	-0-	Design and construction
IBRD/IBRC	<u>200,000</u>	<u>200,000</u>	<u>-0-</u>	Innovative design by UAB
	\$1, 100,000	\$960,000	\$140,000;	and

WHEREAS, the Bridge will be constructed in the City of Vestavia Hills, Alabama on, in and above the right-of-way of U.S. Highway 31 South (the "construction site"), which is not owned by the City; and

WHEREAS, the construction of the bridge is a public works project within the meaning of Alabama law set forth at Title 39-2-1 (6), *Code of Alabama, 1975*, as follows:

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

WHEREAS, by virtue of Title 34-2-32(c), *Code of Alabama, 1975*, the City must require that the services of a registered architect shall be required for the preparation of the plans and specifications for the Bridge; and

WHEREAS, the City must require that the engineering drawings, plans, specifications and estimates for the Bridge be prepared by and the construction thereof executed under the direct supervision of a professional engineer as mandated by Title 34-11-10, *Code of Alabama, 1975*; and

WHEREAS, on September 27, 2011, the City and GSP entered into a Contract wherein GSP agreed to perform architectural and engineering services for the design of the Bridge for and in consideration of the payment of Two Hundred Eight Thousand Three Hundred Forty-one Dollars (\$208,341.00); and

WHEREAS, GSP performed design services and was paid the sum of \$187,177.10; and

WHEREAS, GSP and City agree that additional design services are needed prior to the construction of the Bridge; and **WHEREAS**, the City and GSP have agreed for GSP to perform the "additional design services" for and in consideration of the payment of Two Hundred Eighty-seven Thousand Three Hundred Fifteen Dollars (\$287,315.00); and

WHEREAS, the City and GSP have negotiated this Supplemental Agreement to the Contract between the City and GSP, dated September 27, 2011; and

WHEREAS, the City and GSP have agreed to the terms, provisions and conditions of this Supplemental Agreement and have further agreed that it is in the best of the parties that this agreement be reduced 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 GSP mutually agree as follows:

1. **PROFESSIONAL ENGINEER**: Gresham Smith & Partners represent, covenant and warrant that it is a licensed professional engineer within the meaning of Title 34-11-1 (3), *Code of Alabama, 1975*, in good standing with the State of Alabama Board of Licensure for

Professional Engineers and Land Surveyors. GSP agrees to serve as Professional Engineer for the Project and the Work hereinafter described in sections 4 and 5.

2. **REGISTERED ARCHITECT:** Gresham Smith & Partners represent, covenant and warrant that it is a licensed registered architect within the meaning of Title 34-2-30, *Code of Alabama, 1975*, in good standing with the State of Alabama Board for Registration of Architects. GSP agrees to serve as Registered Architect for the Project and the Work hereinafter described in sections 4 and 5.

3. **PARTIES TO THIS CONTRACT:** This Supplemental Agreement is made and entered into by and between the City of Vestavia Hills, Alabama, a municipal corporation, as "Owner," (hereinafter referred to as "City") and Gresham Smith & Partners, as "Architect and Engineer," (hereinafter referred to as "GSP").

4. **THE PROJECT:** The project is the design of a pedestrian bridge (hereinafter referred to as "Bridge") over U.S. Highway 31 South of Round Hill Road as a connection between Wald Park and the Vestavia Hills Library in the Forest.

5. **THE WORK:** The work is the design of the Bridge and the preparation of the drawings, plans, specifications, budgeted cost of the work, surveys, tests and consultants' reports for the Bridge to the extent necessary to invite competitive bids for the construction of the Bridge pursuant to the Public Works Law of Alabama set forth in Title 39-2-1, et seq., *Code of Alabama, 1975* (hereinafter referred to as "the Work"). GSP shall coordinate and collaborate with the University of Alabama at Birmingham ("UAB") to develop a design for the Bridge, which is in accordance with the Innovative Bridge Research and Construction ("IBRC") Program of the FHWA and does agree to prepare contract plans for said Bridge upon approval of the innovative design. Detailed descriptions of the process and tasks included in the scope of the Work are included in Exhibit A "Scope of Services", attached and made a part of this Agreement.

6. **PERFORMANCE OF THE WORK:** GSP agrees to perform the Work described in Exhibit A. Any additional tasks requested by the City, including any construction phase services, shall be additional services; the scope descriptions and schedule/fee adjustments for which shall be added to this Agreement by mutually agreed amendment prior to GSP commencing performance of such additional services.

7. **CONTRACT PRICE:** As consideration for this agreement, the City agrees to pay to GSP for the faithful performance of the Work the sum of Two Hundred Eighty-seven Thousand Three Hundred Fifteen Dollars (\$287,315.00) (hereinafter referred to as the "Contract Price"), which is the Contract Price approved by ALDOT (it being agreed that the sum of \$187,177.10 has heretofore been paid). The breakdown of the Contract Price by task and process within the Work is further identified in Attachment B.

8. **PAYMENT OF CONTRACT PRICE:** The City shall pay the Contract Price to GSP in full upon completion of the Work described in paragraph 5 above and subject to the approval of ALDOT, the State, FHWA and the City. Payment will be in response to submission by GSP and approval by the City of monthly invoices including progress reports and such evidence

of performance that the City may deem necessary. Should the City disapprove of a part of any invoice, the part that is not in dispute shall be paid without undue delay.

9. TERM OF THE CONTRACT: The term of this Supplemental Agreement shall be for a period of eighteen (18) months beginning on the date of the execution and delivery of this contract. GSP shall complete the Work to be performed under this contract no later than the mutually agreed project schedule included in Exhibit A. GSP endeavor to complete design work in no later than eighteen (18) months following the date of the signing of the Supplemental Agreement by both City and GSP.

10. CONSTRUCTION SITE: The City and GSP acknowledge and agree that the Bridge will ultimately be constructed on, in and above the right-of-way of Highway U.S. 3 I South (the "Construction Site"), which is not owned by the City. ALDOT will determine the exact location for the Construction Site. GSP, therefore, shall perform the design Work for the Project for the Construction Site selected by ALDOT. Determination of the exact location of the Construction Site shall be a condition precedent to the commencement of the Work by GSP. Should the location of the Construction Site be changed once GSP has commenced performance of the Work, GSP shall be entitled to an equitable adjustment to the project schedule and the Contract Price. Such mutually agreed adjustments to the project schedule and Contract Price shall be added to this Agreement by written amendment.

11. STANDARD OF PERFORMANCE: GSP shall perform the Work with the reasonable care and competence, applying the technical knowledge and skill which is applied by architects of good standing with the Alabama Board of Registration of Architects and by professional engineers in good standing with the State Board of Licensure for Professional Engineers and Land Surveyors.

12. GENERAL COMPLIANCE WITH ALL LAWS: GSP shall comply with the provisions of the labor law and all state, federal and local laws, statutes, codes, rules, regulations and ordinances that are applicable to the performance of this Contract Between City and GSP.

13. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990: GSP represents, covenants and warrants that the design for the Bridge and all work performed by GSP will comply with the terms, conditions and provisions of Public Law 101-336 being the Americans With Disabilities Act of I 990 at 42 U .S.C. 1210, et seq. ("ADA").

14. APPROVAL OF WORK: The Work shall be approved by ALDOT, the State, FHWA and the City. GSP acknowledges and agrees as follows:

(a) Title 34-2-32(c), *Code of Alabama, 1975*, provides that:

"(c) The services of a registered architect shall be required on all buildings except those hereinabove exempted and no official of this state or of any city, town or county herein charged with the enforcement of laws, ordinances or regulations relating to the construction or alteration of

buildings, shall accept or approve any plans or specifications that are not so prepared."

(b) Title 34-11-10, *Code of Alabama, 1975*, provides that:

"§34-11-10. Public Works. It shall be unlawful for the state or any of its departments, boards or agencies or any county, municipality or political subdivision or any department, board or agency of any county, municipality or political subdivision to engage in the construction of any public work involving the practice of engineering unless the engineering drawings, plans, specifications and estimates have been prepared by and the construction executed under the direct supervision of a professional engineer; provided, that nothing in this chapter shall be held to apply to any public work wherein the expenditure for the complete project of which the work is a part does not exceed \$20,000.00."

15. ENGINEERING SERVICES AND CONSULTANTS: For the performance of the services by the Agreement, GSP will employ the services of consulting engineers so as to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work, specifically including but not limited to, civil engineer, structural engineer, electrical engineer, mechanical engineer, geotechnical engineer, land surveyor and other engineering consultants as required for the Project and shall pay for any and all said engineering expenses necessarily incurred for the Project. In other words, the costs for said consultants is included in the Contract Price.

All architectural and engineering work shall be performed under the direct supervision of professional architects and engineers registered in the State of Alabama and employed either by GSP or its consultants.

All plans prepared by engineering consultants shall be separately identified by title, sheet number and official registration seal or signature and registration number. Engineering drawings shall not be combined with other drawings unless deemed to be in the "incidental" category.

(a) ALDOT Survey Requirements are set forth in Attachment D, a copy of which is attached hereto and incorporated into this Agreement by reference as though set out fully herein.

16. INDEPENDENT CONTRACTOR: GSP is an independent contractor for purposes of this contract. Nothing contained herein shall be construed to mean that said GSP is the servant, agent or employee of the City of Vestavia Hills, Alabama.

17. ARCHITECT'S/ENGINEER'S INSURANCE: Within ten (10) days after receiving the fully executed Agreement and prior to performing any services under this Agreement, GSP shall procure the insurance coverages identified below at its own expense, and to evidence that such insurance coverages are in effect GSP shall furnish the City an insurance certificate(s) acceptable to the City and listing the City as the certificate holder or provide a copy

of the insurance policy that documents said coverage to the satisfaction of the City prior to the commencement of work.

(a) **Policy Providers:** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.

(b) **Notification Endorsement:** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be cancelled, changed, allowed to lapse or allowed to expire for any reason until thirty (30) days after the City has received written notice by certified mail as evidenced by return receipt or until such time as other insurance coverage providing protection equal to protection called for herein shall have been received, accepted and acknowledged by the City. Such notice shall be valid only as to the Project as shall have been designed by Project Name and Number in said notice.

(c) **Insurance Certificates:** Insurance certificate must provide the following information:

- 1) Name and address of authorized agent of the insurance company;
- 2) Name and address of insured;
- 3) Name of insurance company or companies;
- 4) Description of policies;
- 5) Policy number(s);
- 6) Policy period(s);
- 7) Limits of liability;
- 8) Name and address of City as certificate holder;
- 9) Project name and number, if any;
- 10) Signature of authorized agent of the insurance company;
- 11) Telephone number of authorized agent of the insurance company;
- 12) Mandatory thirty (30) day notice of cancellation/nonrenewal/change.

(d) **GSP's Insurance Coverages:** Unless otherwise provided in the Special Provisions of the Agreement, GSP shall purchase the types of insurance coverages with liability limits not less than as follows:

(1) **Workers' 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 GSP 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.

(3) Commercial General Liability Insurance written on an ISO Occurrence Form (current edition as of the date of this Agreement) or equivalent, which 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, personal injury liability and contractual liability.

(a) The Commercial General Liability Insurance shall provide, at minimum, the following limits:

	Coverage	Limit
(i)	General Aggregate	\$2,000,000
(ii)	Products, Completed Operations Aggregate	\$2,000,000
(iii)	Personal and Advertising Injury	\$1,000,000 per occurrence
(iv)	Each Occurrence	\$1,000,000

(b) The Commercial General Liability Insurance policy shall name the City and its agents and employees as additional insureds and shall state that this coverage shall be primary insurance for the additional insureds.

(4) Commercial Business Automobile Liability Insurance, which 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 \$1,000,000.00 Combined Single Limits for each occurrence and shall name the City and its agents, consultants and employees as additional insureds.

(5) Professional Liability (Errors & Omissions) Insurance shall be carried in an amount not less than \$1,000,000.00. The policy deductible shall not exceed \$25,000.00.

(6) Excess/Umbrella Insurance: At GSP's option, the foregoing insurance coverage described in (2), (3) and (4) above may be satisfied with a combination of primary insurance and excess/umbrella insurance coverage.

(e) GSP's Consultants' Insurance Coverages:

(1) Workers' Compensation and Employer's Liability Insurance: GSP shall require each of its consultants who will perform services at the Project Site to obtain and maintain Workers' Compensation and Employer's Liability Insurance coverages as described in preceding paragraph (d).

(2) Automobile and General Liability Insurance: GSP shall require each of its consultants who will perform services at the Project Site to obtain and maintain Automobile and General Liability Insurance Coverages with the limits described in preceding paragraph (d).

(3) Professional Liability Insurance: GSP shall require each of its consultants to obtain and maintain Professional Liability Insurance with coverage as described in preceding paragraph (d).

(4) Enforcement Responsibility: GSP shall have responsibility to enforce its consultants' compliance with these insurance requirements; however, GSP shall, upon request, provide the City acceptable evidence of insurance for any consultant.

(f) Termination of Obligation to Insure: Unless otherwise expressly provided in the Special Provisions of the Agreement, the obligation of GSP and its consultants to insure as provided herein shall continue as follows:

(1) Professional Liability (Errors & Omissions) Insurance shall be carried for two (2) years after completion of the Work. Other than shop drawing review, GSP does not have scope of work during construction, and the project might be suspended after design is complete. Should Construction Engineering and Inspection (CEI) get added by amendment, then completion of the Work will be completion of construction.

(2) Other Insurance. The obligation to carry the other insurance coverages of preceding paragraph (d) or coverages equal to them, shall remain in effect at any time GSP, its consultants, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform services required of this Agreement.

18. INDEMNIFICATION: To the fullest extent permitted by law, GSP shall indemnify and hold harmless the City, State and A LOOT and their agents, employees, officials and officers, in their official and individual capacities (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 but only to the extent caused by performance of the Work by GSP; provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of GSP and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

(a) 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 but only to the extent caused by the negligent performance of the Work.

(b) This indemnification does not apply to the extent of the sole negligence of the Indemnitees.

19. DISPUTE RESOLUTION: The City and GSP agree to endeavor to resolve all conflicts or disputes between the arising out of or relating to this Agreement or the project through good-faith, face-to-face discussions between duly authorized representatives of both parties. Should such face-to-face discussions fail to resolve the issue, both parties agree to submit the dispute to nonbinding Mediation. Should Mediation also fail to resolve the dispute, then either party may pursue resolution through litigation in a court of competent jurisdiction.

20. CONSEQUENTIAL DAMAGES: The City and GSP waive indirect, incidental or consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

21. 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.

22. 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.

23. RATIFICATION AND CONFIRMATION: The City and GSP hereby ratify, approve and confirm all of the terms, provisions and conditions of the Contract, dated September 23, 2011, by and between the City and GSP that are not amended or modified by this Supplemental Agreement.

24. 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 agreement or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto. This agreement may be amended at any time by written agreement of the parties signatory hereto.

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

(d) **Governing Law:** This Supplemental Agreement 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.

(e) **Article and Section Headings:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

(f) **Construction of Terms:** The City and GSP negotiated the terms, provisions and conditions of this contract over a period of many months 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.

(g) **Execution in Counterparts:** The Supplemental Agreement 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 Supplemental Agreement shall inure to the benefit of, and shall be binding upon City and GSP and their heirs, successors and assigns.

(i) **Severability:** In the event any provision of this Supplemental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(j) **Entire Agreement:** This written contract contains the entire agreement between the City and the GSP.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Gresham Smith & Partners have caused this Supplemental Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the ____ day of _____, 2018.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley C. Curry
Its Mayor

By _____

Jeffrey D. Downes
Its City Manager

ATTESTED:

By _____

Rebecca Leavings
City Clerk

**ARCHITECT AND ENGINEER:
GRESHAM SMITH & PARTNERS**

By _____

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 Supplemental Agreement Between Owner and Architect/Engineer, 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 _____, 2018.

My Commission Expires:

SEAL

Notary Public

**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 Supplemental Agreement Between Owner and Architect/Engineer, 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 _____, 2018.

My Commission Expires:

SEAL

Notary Public

**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 Gresham Smith & Partners is signed to the foregoing Supplemental Agreement Between Owner and Architect/Engineer, 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 _____, 2018.

My Commission Expires:

SEAL

Notary Public

PEDESTRIAN WALKWAY OVER US-31 IN VESTAVIA HILLS NEAR WALD PARK ALDOT PROJECT NO. DE-IBRD-A014(916)

SUPPLEMENTAL AGREEMENT #1

BACKGROUND

Since the preliminary bridge plans were originally approved by ALDOT in July 2014, this proposed pedestrian bridge has undergone many changes. After developing a number of additional preliminary bridge layouts, preliminary cost estimates, and developing the preliminary architectural concepts of the bridge, the City and ALDOT have agreed on a pedestrian bridge with an elevator and stairs on the east side of US Highway 31. The bridge will also be shifted about 45' to the south of its originally designed location, and the elevator/stair tower will be moved to the south side of the bridge to avoid the steep, wooded slope on the east side of Highway 31, thus saving time and money in both design and construction.

Since the design and plans for the originally approved bridge was approximately 60%-65% complete, the changes described above will unfortunately require a significant amount of re-design work. Additionally, the scope of the bridge has expanded to include a number of architectural elements to blend the bridge architecturally with the architecture of Vestavia Hills' City Hall and the City's Library in the Forest. The design of these architectural treatments was not included in our original scope and fee for the bridge design.

SCOPE OF ADDITIONAL SERVICES

The scope of the additional services covered in this Supplemental Agreement is described below:

Additional Preliminary Roadway, Bridge & Architectural Plans

Task1 – Additional Preliminary Bridge & Architectural Alternatives

1. GS&P's architects and engineers developed a number of additional preliminary bridge layout alternatives in an effort to reduce the cost (initial construction and future maintenance) of the bridge and provide an aesthetically pleasing and functional layout. These additional layouts included:
 - a. Re-visiting the north, ADA-compliant ramping concept (with and without elevator)
 - b. Switchback ramp south of the bridge with stairs (with and without elevator)
 - c. Double switchback ramp south of the bridge with no elevator or stairs
 - d. Double switchback ramp south of the bridge with stairs (no elevator)
2. Researched different elevator options and costs and coordinated with preliminary elevator/stair tower layout.
3. Developed preliminary bridge, elevator & stair tower concept designs for preferred alternative.
4. Developed preliminary bridge and stair railing designs/concepts.
5. Researched and developed proposed bridge architecture & architectural materials proposed for elevator/stair tower veneer, stairs with bicycle channel, stairway and bridge walkway lighting, and railing/fencing design and materials. This task included several meetings with City staff to review and receive input on bridge architecture and materials.
6. Meetings with City & ALDOT to review additional preliminary bridge & architectural alternatives.

7. Developed three-dimensional model & color renderings of preliminary bridge and elevator/stair tower concepts for the City.

Task 2 – Preliminary Construction Cost Estimates for Additional Alternatives & Project Funding Coordination

1. Developed preliminary construction cost estimates for additional preliminary bridge layout alternatives described in Task 1.1.
2. Coordinated preliminary construction costs for alternatives vs. ALDOT & City construction budget.
3. Meetings with City & ALDOT to discuss preliminary cost estimates for alternatives
4. Coordinated federal funding amounts with ALDOT & City.

Task 3 – Revise Preliminary Roadway (Bridge Site) Plans

1. Revise preliminary roadway (bridge site) plans to shift bridge crossing location approximately 45' south and move elevator/stair tower to south side of bridge.
2. Submit revised preliminary roadway & bridge (TS&L) plans to ALDOT for preliminary approval and coordinate with ALDOT as needed.

Task 4 – Preliminary Bridge Plans

1. Revise preliminary bridge layout (TS&L) plans to shift bridge crossing location approximately 45' south and move elevator/stair tower to south side of bridge.
2. Submit revised preliminary bridge (TS&L) plans to ALDOT for preliminary approval and coordination with ALDOT & City.
3. Address ALDOT comments & resubmit TS&L plans

Environmental Studies & Document (PCE-1)

The regulatory agency concurrence letters obtained and the short checklist Categorical Exclusion that was originally prepared for this project was never approved by ALDOT & the Federal Highway Administration (FHWA). All of the various regulatory agency concurrence letters have now expired. ALDOT has advised that a new Programmatic Categorical Exclusion 1 (PCE-1) must be completed for this project. The additional tasks below will be completed:

Task A - Environmental Coordination & Concurrences

1. Coordinate with ALDOT on status of prior environmental document and new environmental document requirements.
2. Site visit to obtain updated photographs of project area. Label project photos & prepare photo key.
3. Update maps, exhibits & project description
4. Prepare and submit updated project information to United States Corps of Engineers (USCOE) for concurrence
5. Endangered Species - Review and confirm project complies with Alabama Endangered Species MOA
6. Prepare and submit updated project information to United States Fish & Wildlife Service (USFWS) for concurrence
7. Federally listed bats - research to determine if project occurs within White Nose Syndrome (WNS) Zone.

8. Cultural Resources - review and confirm project complies with Alabama SHPO Section 106 MOA.
9. Cultural Resources Assessment - prepare and submit information for cultural resources assessment requested by Coushatta-Alabama tribe. Coordinate with cultural resources subconsultant.
 - a. University of Alabama – Office of Archaeological Research will complete the required cultural resources survey as a subconsultant to GS&P.
10. Hazardous Materials - research records to confirm project does not involve hazardous materials site.
11. Coordination with ALDOT & Various agencies

Task B - Public Involvement Meeting

1. Coordinate scheduling and advertisement of Public Involvement Meeting with ALDOT & City. ALDOT has advised that the public involvement meeting can be held as part of a normal Vestavia Hills City Council meeting. Provide ALDOT/City with information for Public Involvement meeting advertisement.
2. Prepare Exhibits for Public Involvement Meeting. Submit exhibits to ALDOT and City for review and approval.
3. Attend Public Involvement Meeting and Analyze and Summarize Comments.

Task C - Prepare PCE-1

1. Prepare draft PCE-1 and submit to ALDOT for review.
2. Coordinate with ALDOT on comments and revisions needed for PCE-1.
3. Revise & resubmit PCE-1 to ALDOT.

Since the project is being constructed within the existing right of way of US-31, no environmental issues or additional environmental studies are anticipated. Since no additional roadway capacity is being added in this project, we understand that no noise or air studies are required. Any additional environmental studies required such as stream/wetlands delineation, threatened and endangered species study, hazardous materials study, noise or air studies are not included in this scope of services.

Additional Field Survey

Additional topographic field survey information is needed at the location of the proposed stairs from the existing US-31 sidewalk down to the City's Library in the Forest on the east side of US-31. These proposed stairs were not part of the original design scope of services, so the original topographic survey for this project is not sufficient to design and detail these proposed stairs to connect to the existing sidewalk at the Library. Sain Associates will provide the additional field survey as a subconsultant to GS&P.

Revisions to Roadway (Site) Plans

The roadway (site) plans will be revised to move the location of the proposed pedestrian bridge crossing approximately 45' south of the originally designed crossing location. These revisions will include revisions to the relocation of the existing sidewalk on the east side of US-31 and revisions to the sidewalk/ramp tie-in to the existing sidewalk on the west side of US-31. The plans will be resubmitted to ALDOT for a 30% review, and GS&P will address 30% review comments from ALDOT.

In the original agreement, the project was to be advertised and bid by the City of Vestavia Hills. Accordingly, the originally proposed plan assembly was not a full, ALDOT plan assembly and was not scheduled to go through all ALDOT plan reviews. Now, ALDOT will advertise and bid the project. Therefore, this Supplemental Agreement includes plan revisions and additional sheets required for a full, ALDOT-bid project. This Supplemental Agreement also includes the effort to submit plans and address comments for ALDOT's Final Back-Check review, Construction Bureau review, and Office Engineer submittals, which were not included in the scope of services for the original agreements.

Other tasks included in this Supplemental Agreement include:

1. The layout of the concrete sidewalk/landing/gathering area at the bottom level where the elevator and stairs land at ground-level will be designed and detailed.
2. Since this project now has federal HPP and TAP funding as well as local funds, the pay items, quantities and cost estimates will have to be broken down into these various funding categories, based on funding eligibility of the proposed items of work and available federal HPP and TAP funding amounts.
3. There is an existing street light on US-31 that will likely have to be relocated, as it conflicts with the proposed pedestrian bridge. GS&P will include the necessary plan sheets for the relocation of this street light and coordinate the street light relocation with ALDOT and the City.
4. The proposed design may require some retaining walls. Retaining wall layout sheets and summary of quantity box sheets have been added in this Supplemental Agreement.
5. Additional utility coordination and determination of current utility company contacts.
6. No cross sections were included in the scope and fee proposal for the original agreement. ALDOT is now requiring cross sections for the relocation of the sidewalk on the east side of US-31.
7. We anticipate that several Special Provisions will be required for items of work for which ALDOT does not have standard specifications. GS&P will prepare Special Provision for any items of work for which ALDOT does not have standard specifications or current Special Provisions.

Revised Bridge Plans

The originally designed plans for the proposed pedestrian bridge will be revised to move the location of the proposed pedestrian bridge crossing approximately 45' south of the originally designed crossing location. This includes revising the design of the bridge superstructure (main span across US-31 and short spans on the east side of US-31) and Abutment 1, Bent 2 and Bent 3. The bridge design will also include coordination with GS&P Architects and incorporation of various architectural elements (concrete finishes and colors, veneers, aesthetic lighting, etc.) into the bridge structure.

GS&P bridge engineers will collaborate with GS&P architects on the design of the railing/fencing system for the bridge. GS&P architects will design the general layout, appearance and materials to be used in the railing/fencing system. GS&P bridge engineers will design the structural framework of the railing/fencing system as well as how it attaches to the pedestrian bridge.

The structural design of the elevator/stair tower will be performed by a vertical building structural subconsultant, LBYD. (see Structural Design of Elevator & Stair Tower section of scope below). GS&P bridge engineers will coordinate with the elevator/stair tower structural design

subconsultant on the integration and attachment details of the pedestrian bridge spans to the elevator/stair tower.

Utility Relocation Plans

GS&P will coordinate, design and prepare the necessary plan sheets for the relocation of a 12" diameter Birmingham Water Works Board (BWWB) water main that is in conflict with the proposed pedestrian bridge foundation.

GS&P will also coordinate with ALDOT and design and prepare the necessary plan sheets for the relocation of an existing ALDOT buried fiber optic communication line that is in conflict with the proposed pedestrian bridge foundation. This fiber optic line relocation will likely require a temporary relocation to allow construction of the pedestrian bridge and elevator/stair tower and then a permanent relocation after the pedestrian bridge and elevator/stair tower has been constructed.

GS&P will coordinate with BWWB and ALDOT to determine the appropriate locations of the relocated 12" water main and buried fiber optic line.

Architectural Design Services

GS&P will provide architectural design services for the proposed pedestrian bridge. These services will primarily relate to the design of the proposed elevator/stair tower. The architectural design services will also include the design of the fencing/railing system for the bridge as well as the finishes, colors and other architectural features for the proposed pedestrian bridge.

ALDOT will submit the plans for the architectural plans, elevator/stair tower plans, and HVAC, electrical and plumbing plans to the Alabama Building Commission (ABC) for their review. The GS&P team will address any ABC comments.

Structural Design of Elevator & Stair Tower

LBYD, as a subconsultant to GS&P, will perform the structural design and prepare structural design plans for the elevator and stair tower. This will include the roof/covering over the upper level of the pedestrian bridge at the entrance to the elevator and the structural supports for the wind/rain screen and signage. LBYD will coordinate with GS&P Architects on the architectural aspects of the elements outlined above. LBYD will coordinate with GS&P Bridge Engineers on the structural attachments between the pedestrian bridge span and the elevator/stair tower.

HVAC, Electrical and Plumbing Design

Edmonds Engineering, as a subconsultant to GS&P, will perform the design and prepare plans for the HVAC, electrical and plumbing for the project. The majority of these services will be related to the elevator/stair tower. Edmonds will also provide lighting design and plans for functional and aesthetic lighting for the elevator/stair tower and the walking surface of the pedestrian bridge.

Edmonds scope of services includes:

1. Plumbing to include sump pump for elevator pit and oil interceptor if elevator is hydraulic.
2. HVAC to include air conditioning system for elevator equipment room.

3. Electrical to include: New electrical service to the elevator tower. Edmonds will coordinate the power service and power feed to the elevator/stair tower with Alabama Power Company.
4. Lighting and receptacles for elevator tower and bridge.
5. Auxiliary systems to include fire alarm as required.
6. Complete drawings and copy ready specifications suitable for competitive bids and construction.
7. Meetings and other required interface with Architects, Contractor and Code Officials.
8. Required submittals to state agencies for approval.
9. Edmonds will coordinate the communications feed to the elevator/stair tower with the City's designated communications provider.

Edmonds scope of services does not include:

1. Design for "fast-track" construction
2. Design of any utilities 5'-0" outside of the elevator/stair tower with the exception of the power service (see above).
3. Design of a fire pump for fire protection system
4. Design of a domestic water pressure booster system
5. LEED certification
6. Onsite sewage disposal system
7. Hardware for telephone and data systems
8. Field testing, including HVAC balancing, recording of electrical use profiles, and sprinkler flow tests.
9. Seismic design for components
10. Water analysis testing including, but not limited to, hardness, microbiological, and ph in compliance with the "Standard for EPA Water Testing", ASTM G-4-84 Corrosion Testing and the "Standard Method for Examination of Water and Wastewater".
11. Water supply study, modeling or charting.

See Edmonds detailed scope of services in their attached proposal dated March 6, 2018.

Geotechnical Exploration and Recommendations

Because the location of the proposed pedestrian bridge is being shifted about 45' the south of the original location, ALDOT requires that the geotechnical investigation and foundation recommendations be updated based on the new bridge location. Terracon, as a subconsultant to GS&P, will perform geotechnical exploration and foundation recommendations for the new location of the pedestrian bridge and elevator/stair tower. Terracon will also perform geotechnical exploration and provide recommendations for any required retaining walls. See Terracon's detailed scope of services in their attached proposal dated August 23, 2017.

The Geotechnical Exploration and Recommendations report will be submitted to ALDOT for review and approval. Extensive ALDOT review times, multiple revisions and resubmittals to ALDOT, or major changes required by ALDOT to the Geotechnical Exploration and Recommendations report are subject to additional compensation.

SCOPE EXCLUSIONS

The following items are not included in GS&P's scope of services:

1. Landscaping or irrigation plans – landscaping will be handled by the City outside of this project
2. Security system or cameras for bridge
3. Signage, except for signage required by code or deemed necessary for the safe and efficient use of the pedestrian bridge and connecting sidewalks.
4. Construction phase services – construction engineering and inspection (CE&I) services will be handled under a separate agreement prior to construction of the project
5. Preparation of advertising, bidding and construction contract documents, advertising and bidding services – the project will be advertised and bid by ALDOT. ALDOT will prepare the construction contract, advertising and bidding documents.

August 21, 2017

Mr. Marc Thompson

Gresham, Smith and Partners

3595 Grandview Parkway, Suite 300

Birmingham, Alabama 35243

Re: Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama

Dear Mr. Thompson,

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for the proposed Cultural Resources Survey for a proposed pedestrian trail in Vestavia Hills, Jefferson County, Alabama. Included in this proposal package are a Statement of Work, Work Schedule, Budget, and Project Information Request Form. The Statement of Work, found in Attachment I, contains a description of the work to be done by The University of Alabama Office of Archaeological Research, as well as additional information relevant to this project. The Work Schedule, found in Attachment II, displays the estimated timetable for completing the work as outlined in Attachment I. The Budget, found in Attachment III, contains an itemized estimation of costs as it relates to the Statement of Work.

The University of Alabama, Office of Archaeological Research looks forward to applying its expertise and experience to this project. In the instance of acceptance, please forward notification to Sam Mizelle to initiate the Contract process. The University of Alabama will promptly provide a Contract for execution upon a notice of acceptance.

If you have any questions or comments about the proposal package, please do not hesitate to contact the Office of Archaeological Research. Thank you for your consideration.

Sincerely,



Sam Mizelle

Cultural Resources Investigator/IT Manager
The University of Alabama, Office of Archaeological Research

Statement of Work

Project Information

Project Title: Cultural Resources Survey for Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama

Sponsoring Company/Agency: Gresham, Smith and Partners

Point of Contact Info: Marc Thompson / Sam Mizelle

Principal Investigator: Matt Gage

Description of Work

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for a cultural resources survey for a proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama (Figure 1). All phases of the research will be conducted in compliance with the guidelines set forth by the Department of the Interior and the Alabama Historical Commission (AHC) for Section 106 of the National Historic Preservation Act (NHPA) of 1966 as amended 2006 (16 USC 470) and its implementing regulations (36 CFR 800). It is understood that the proposed undertaking is being funded with federal dollars. As such accounting will follow Office of Management and Budget Uniform Guidance (2 CFR, Part 200). Included with this research design is an itemized estimation of costs as it relates to the Statement of Work. The budget has been prepared in reliance upon the information provided by your organization.

A cultural resources survey generally involves a literature/records search and an actual on-site field survey. A literature/records search will identify any National Register of Historic Places (NRHP) properties which may be located in the project area, as well as previously recorded archaeological sites, historic and prehistoric, in the vicinity.

Field investigations will include a pedestrian survey of the entire proposed project area. Both archaeological and structural (historic) resources will be considered. Field techniques will include visual inspection of exposed surface areas, and the employment of 30 cm (12 in) diameter shovel tests spaced at 30 m (98 ft) intervals along survey transects spaced at 30 m (98 ft). Shovel tests will be excavated to a maximum of 70 cm (27.6 in) or until sterile subsoil is encountered. All excavated material will be

screened through 6.35 mm (0.25 in) hardware mesh in an effort to recover and identify cultural material. Each survey team will be equipped with a hand held GPS receiver to record any archaeological sites, shovel test and photograph locations, anthropogenic features, and other pertinent characteristics encountered during the field survey. In the event that an archaeological site is encountered, an assessment of NRHP eligibility is necessary based on criteria established by the National Park Service (NPS).

Should a site not be considered eligible for the NRHP, then the site will be recommended as ineligible for listing to the NRHP and that the proposed undertaking is not considered likely to have an adverse effect. Should a site be considered potentially eligible for the NRHP it will be recommended as having the potential for adverse effect on a significant cultural resource based on applicable NPS criteria. Also, this survey will identify historic structures, defined as 50 years or older. Historic structures will be evaluated to Phase I standards regarding their NRHP eligibility also in accordance with NPS guidelines.

Deliverables

A report will be prepared detailing our Phase I investigations in the field and laboratory. Recommendations of potential affect for historic properties will be generated in the report. This report must be submitted to and approved by the lead Agency in accordance with Section 106 of the NHPA.

Schedule of Work

Background Research/Field Work	1 day
Laboratory Analysis and Report Production	1 week

The official Period of Performance for this project will be established by final binding Contract. Authorization or notice to proceed dates must fall within the Period of Performance as stated in the Contract.

ATTACHMENT III

Budget

Cost Proposal	
Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Alabama	
Salaries & Wages	\$1,232.64
Benefits	\$431.42
Subtotal Salaries, Wages, Benefits	\$1,664.07
Travel	\$92.70
Operating (Supplies, Phone, Postage, etc.)	\$60.00
Curation	\$102.50
Subtotal Operating Expense	\$255.20
F&A (@ 26% MTDC)	\$499.01
GRAND TOTAL	\$2,418.28

Project No.	_____
County	Jefferson
Description	Vestavia Ped Bridge
Scope of Work	_____
Project Length	0.50 Miles
Consultant	Sain Associates

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 0 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.10	0.25	0.00	0.00
A-2 Contact Property Owners				
A-3 Perform Basic Control Survey				
A-4 Conduct On-site Inspection	0.20	0.00	0.00	0.00
Task A Totals	0.30	0.25	0.00	0.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram				
B-2 Establish Centerline/Obtain Ground Profile				
B-3 Obtain Topographic Data	0.00	0.75	0.50	0.00
Task B Totals	0.00	0.75	0.50	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads				
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms				
C-3 Define Drainage Areas/Prepare Schematic Drainage Map				
C-4 Obtain Cross Sections at 20 Meter Intervals and Ground Break Points				

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
	Task C Totals	0.00	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities				
D-2 Obtain Hydrological Location Survey				
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline				
D-4 Obtain Copies of Latest Deeds				
D-5 Set & Reference PIs, PGs, POTs, POCs, & other critical points				
D-6 Reduce Survey Field Notes	0.10	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	0.60	0.00	0.00	0.00
TOTALS	0.90	1.00	0.50	0.00



2 Riverchase Office Plaza
Suite 205
Hoover, AL 35244
(205) 988-2069

March 6, 2018

Gresham, Smith & Partners
3595 Grandview Parkway
Birmingham, AL 35243

ATTENTION: ROBERT MURPHY
SUBJECT: VESTAVIA PEDESTRIAN BRIDGE
EDMONDS PROJECT NO.: BHM18026

Dear Robert:

We are pleased to offer the following proposal for the design of the **HVAC, Electrical and Plumbing** systems for the subject project.

Proposal is based on AIA Document C401 as herein amended.

FACILITY

Addition of a new Pedestrian Bridge in Vestavia. Bridge to cross over Highway 31, near the Vestavia Library and Wald Park.

PROJECT SCOPE / DESIGN SERVICES

1. Plumbing to include sump pump for elevator pit and oil interceptor if elevator is hydraulic.
2. HVAC to include air conditioning system for elevator equipment room.
3. Electrical to include: New electrical service to the elevator tower. Lighting and receptacles for elevator tower and bridge.
4. Auxiliary systems to include fire alarm as required.
5. Complete drawings and copy ready specifications suitable for competitive bids and construction. Drawings and documents furnished for each deliverable will be paper plans and specifications.



6. Building Information Modeling (BIM) work to a Level of Development (LOD) 300 as following:
 - **Model Content Requirements.** Model Elements are modeled as assemblies accurate, within described range of tolerance, in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.
 - **Authorized Uses:**
 - **Construction.** The model is suitable for the generation of traditional construction documents (e.g. bidding, permit submittal).
 - **Analysis.** The Model may be analyzed by the design team for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
 - **Cost Estimating.** The Model may be used by the design team to develop cost estimates based on the specific data provided and conceptual estimating techniques.
 - **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
 - **Other Authorized Uses.** (LEED or sustainable design analysis, Collision Detection, etc.) Additional authorized uses of the Model developed to a Level 300, if any, are as follows: Not Applicable.
7. Meetings and other required interface with Architects, Contractor and Code Officials.
8. Required submittals to state agencies for approval.

Note: Not all model elements will be developed to this level.

PROJECT CONSTRUCTION PERIOD SERVICES (NOT IN SCOPE OF WORK)

SITE VISITS AND / OR MEETINGS

We have included the following maximum number of site visits and / or meetings:

- (1) – Survey

NOT INCLUDED

Our Proposal does not include the following:

1. Any printing or plotting other than for internal and coordination purposes.
2. Any site visits, except as noted above.
3. Design for “Fast Track” construction.



4. Any utilities 5'-0" outside the building.
5. Design of a fire pump for the fire protection system.
6. Design of a domestic water pressure booster system.
7. LEED certification.
8. Advertising for bids.
9. Storm drainage.
10. Sewage lift station or onsite sewage disposal.
11. As-built drawings.
12. Hardware for telephone and data systems.
13. Field testing, including HVAC balancing, recording of electrical use profiles, and sprinkler flow tests.
14. Seismic design for components.
15. Water analysis testing including, but not limited to, hardness, microbiological, and ph in compliance with the "Standard for EPA Water Testing", ASTM G-4-84 Corrosion Testing and the "Standard Method for Examination of Water and Wastewater".
16. Water supply study, modeling or charting.

INFORMATION PROVIDED BY CLIENT

The Client agrees to furnish Edmonds Engineering, Inc. with the following:

1. A floor plan of the facility in Revit or Autocad format.
2. Architectural plans or computer files as required to define the construction of the facility, including building sections, elevations, and details.
3. A list of all appliances and/or specialty equipment indicating complete requirements for all applicable connection, including: hot and cold water piping, steam piping, condensate piping, waste piping, gas vent, make-up air, and exhaust.

FEE

Per your request, we offer an hourly not to exceed

MEP design fee as follows:

\$5,000.00

PAYMENT

Will be the same payment schedule the architect is compensated under i.e. at completion of Design Development Phase: 25% and Construction Documents Phase: 75%.



Should the project be abandoned or canceled, payment shall be made based on time expended at the hourly rates listed below.

Any payments due over 60 days shall be subject to interest of 1 ½% per month, and we reserve the right to stop work until payment is received. Reasonable Attorney's fees that we incur for collections shall be paid by the client.

ADDITIONAL SERVICES

Edmonds Engineering, Inc. may also perform additional services not included above at the request of the Client. Additional services, which can be performed hourly at the rates listed below, may include, but shall not be limited to:

1. Design work not within the "Scope of Work".
2. Detailed cost estimates.
3. Additional work which is due to the "Information Provided by Client" being incomplete.
4. Additional site visitation.
5. Energy Analysis.
6. Subjective HVAC system comparison and report of recommendations.
7. Review of "Value Engineering Items" and incorporation of items into the contract documents.
8. Excessive revisions to drawings or specifications inconsistent with instructions previously given.
9. Consultations made necessary by major defects in Contractor's work.

Hourly Fee	
CEO	\$175 / hr.
Regional Manager	\$150 / hr.
Group Manager	\$140 / hr.
Account Manager	\$125 / hr.
Sr. Project Manager	\$120 / hr.
Project Manager	\$110 / hr.
Project Engineer	\$100 / hr.
Field Engineer/CA	\$95 / hr.



Designer	\$90 / hr.
CAD Operator	\$70 / hr.
Administrator/Clerical	\$60 / hr.

PER DIEM

There is no per diem on this project.

Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions, please call.

Sincerely,

EDMONDS ENGINEERING, INC.

Phillip Graydon, PE
PROJECT MANAGER

Accepted by,

Gresham, Smith & Partners

Signature, Title & Date

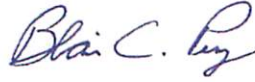
6/15/2018

Alabama Department of Transportation

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****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost



6/15/2018

Signed

Date

Alabama Transportation Market Leader

Position/Title

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Supplemental Agreement #1 - Additional Preliminary Roadway, Bridge & Architectural Plans, Update Environmental Studies/Document, Additional Survey, Re-Design Roadway Plan & Bridge Plans, Revise Geotechnical Investigation and Recommendations
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners

SUPPLEMENTAL FEE PROPOSAL SUMMARY		Brief Description of Change / Additional Work Needed
Additional Preliminary Roadway, Bridge & Architectural Plans		
Additional Preliminary Roadway & Bridge Plans & Cost Estimates	\$23,200	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Result of this effort a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction. Includes time/cost to prepare and resubmit 30%/Bridge type, size and location (TS&L) plans to ALDOT for approval.
Additional Preliminary Architectural Plans & Cost Estimates	\$38,658	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Also developed architectural concepts and renderings of proposed bridge architecture. Results of this effort was a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction and architectural concepts to move forward with.
Additional Environmental Studies & Document (PCE-1)	\$13,046	The original environmental document submitted to ALDOT in March 2012 was never approved. Environmental studies and agency concurrences must be updated, and environmental document must be updated to PCE-1. Also includes cost for cultural resources study requested by the Alabama-Coushatta Tribe of Texas.
Additional Field Surveys	\$3,199	Additional field survey needed to tie stairs and sidewalk into Library in the Forest (not included in the scope of the original project/survey)
Revised Roadway (Bridge Site) Plans	\$44,136	Re-design and revise roadway (site) plans to move bridge 30' to south and go back through 30% and Plan-in-Hand reviews. Also expands plans to full set of ALDOT plans to be bid by ALDOT (originally scoped plans were an abbreviated set of plans to be bid by the City of Vestavia Hills).
Revised Pedestrian Bridge Plans	\$60,857	Re-design and revise bridge plans to move bridge 30' to south. Also includes structural design and detailing of architectural elements for bridge and railing/fencing system on main span.
Utility Relocation Plans	\$9,915	Design of relocation plans for 12" water main and ALDOT buried fiber optic line in conflict with new bridge pier. At this point, we are assuming that this utility relocation work will be included in the bridge construction project.
Architectural Design Services	\$48,156	Design of architectural elements of bridge including railing/fencing system on main span, overlook and stairs, elevator/stair tower (includes veneers and finishes), roof system, and other architectural features. Includes coordination time with subconsultants performing structural, mechanical, electrical and plumbing design for elevator/stair tower. Architectural design work was not included in original scope of services or fee. Includes time to address comments from Alabama Building Commission.
Structural Design (Elevator & Stair Tower)	\$18,600	Structural design work for elevator and stair tower.
Mechanical, Electrical, Plumbing & Lighting Design	\$5,250	Mechanical, electrical and plumbing design work, primarily related to elevator. Also includes lighting design for tower, stairs and bridge walkway.
Geotechnical (Supplemental)	\$22,298	Geotechnical field work and recommendations must be re-done due to moving bridge 30' to the south (ALDOT requirement). Also adding geotechnical investigation and recommendations for possible retaining wall on west side to shorten main span length.
GRAND TOTAL FEE		\$287,315

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Alabama Department of Transportation

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Project No. DE-IBRD-A104(916)
 County Jefferson
 Description Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Supplemental Agreement #1 - Additional Preliminary
Roadway, Bridge & Architectural Plans, Update
 Scope of Work Environmental Studies/Document, Additional Survey,
 Project Length 0.06 Miles
 Consultant Gresham, Smith and Partners

PRELIMINARY ROADWAY & BRIDGE PLANS & COST ESTIMATES	Sr. Architect	Sr. Engineer	Engineer / EI	Sr. Bridge Engineer	Bridge Engineer/ Technician
	Task 1 - Additional Preliminary Bridge & Architectural Alternatives				
1. Develop additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location/layout)		2.00	3.00	0.15	
2. Research different elevator options and coordinate with preliminary elevator/stair tower layout					
3. Develop preliminary bridge, elevator & stair tower concept designs		0.50			
4. Develop preliminary bridge and stair railing design/concepts		0.50			
5. Research and develop proposed bridge architecture & architectural materials. Includes several meetings with City staff to review and receive input.					
6. Meetings with City & ALDOT to review additional preliminary bridge & architectural alternatives		1.00			
7. Develop 3D model & color renderings of preliminary bridge and elevator/stair tower concepts					
Task 1 Totals		4.00	3.00	0.15	

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Alabama Department of Transportation

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PRELIMINARY ROADWAY & BRIDGE PLANS & COST ESTIMATES					
	Sr. Architect	Sr. Engineer	Engineer / EI	Sr. Bridge Engineer	Bridge Engineer/ Technician
Task 2 - Preliminary Construction Cost Estimates for Additional Alternatives & Project Funding Coordination					
1. Develop preliminary construction cost estimates for several additional preliminary bridge layout alternatives		2.50	1.50		
2. Coordinate preliminary construction cost vs. ALDOT & City budgets		0.50			
3. Meetings with City & ALDOT to discuss preliminary cost estimates		0.50			
4. Coordinate federal funding amounts with ALDOT & City		0.50			
Task 2 Totals		4.00	1.50		
Task 3 - Revise Preliminary Roadway (Bridge Site) Plans					
1. Revise preliminary roadway (bridge site) plans		0.50	1.00		
2. Submit revised preliminary roadway & bridge (TS&L) plans to ALDOT for preliminary approval		0.25	0.50		
Task 3 Totals		0.75	1.50		
PRELIMINARY ROADWAY & ARCHITECTURAL TOTALS		8.75	6.00	0.15	
Preliminary Bridge Plans					
1. Revise preliminary bridge layout (TS&L) plans				1.00	2.00
2. Coordination with ALDOT & City				0.25	
3. Address ALDOT comments & resubmit TS&L plans				0.50	1.00
PRELIMINARY BRIDGE TOTALS				1.75	3.00
PRELIMINARY PLANS TOTALS		8.75	6.00	1.90	3.00

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Roadway, Bridge & Architectural Plans, Update
Project Length	Environmental Studies/Document, Additional Survey, Re- 0.06 Miles
Consultant	Gresham, Smith and Partners
Fee Proposal (Preliminary Roadway & Bridge Plans & Cost Estimates)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Arch. + Eng.)	1.97	\$ 510.81	\$ 1,006.30
Senior Architect	0.00	\$ 680.00	\$ -
Senior Engineer	8.75	\$ 405.74	\$ 3,550.23
Engineer / Engineer Intern / Technician	6.00	\$ 310.41	\$ 1,862.46
Senior Bridge Engineer	1.90	\$ 446.00	\$ 847.40
Bridge Engineer/Technician	3.00	\$ 255.00	\$ 765.00
Clerical	0.00	\$ 203.00	\$ -
Total Direct Labor			\$ 8,031.39
Combined Overhead (%)	161.52		\$ 12,972.30
Sub-Total			\$ 21,003.69
Out-of-Pocket Expenses**			\$ 55.05
Sub-Total			\$ 21,058.74
Operating Margin (10%)			\$ 2,105.87
Sub-Total			\$ 23,164.61
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 23,164.61
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 35.34
TOTAL FEE			\$ 23,199.95

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park Supplemental Agreement #1 - Re-design & update
Scope of Work	roadway (bridge site) plans, utility relocation plans
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners

Out-of-pocket Expenses (Preliminary Roadway & Bridge Plans & Cost Estimates)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Vestavia Hills City Hall	4	14	\$0.545	\$ 30.52
Trips to ALDOT Birmingham Area office	1	25	\$0.545	\$ 13.63
Trips to Murray Building Company	1	20	\$0.545	\$ 10.90
	0	0	\$0.545	\$ -
Total Mileage Cost				\$ 55.05

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 55.05

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Letter size (black & white)	0	100	0	\$ 0.08	\$ -
11"x17" (black & white)	0	100	0	\$ 0.17	\$ -
Letter size (color)	0	70	0	\$ 0.50	\$ -
11"x17" (color)	0	70	0	\$ 1.00	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 55.05
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. DE-IBRD-A104(916)
County Jefferson
Description Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Supplemental Agreement #1 - Additional Preliminary
Roadway, Bridge & Architectural Plans, Update
Scope of Work Environmental Studies/Document, Additional Survey,
Project Length 0.06 Miles
Consultant Gresham, Smith and Partners

PRELIMINARY ARCHITECTURAL CONCEPTS, PLANS & COST ESTIMATES	Sr. Architect	Sr. Engineer	Engineer / EI	Sr. Bridge Engineer	Bridge
					Engineer/ Technician
Task 1 - Additional Preliminary Bridge & Architectural Alternatives					
1. Develop additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location/layout)	7.00				
2. Research different elevator options and coordinate with preliminary elevator/stair tower layout	1.50				
3. Develop preliminary bridge, elevator & stair tower concept designs	4.00				
4. Develop preliminary bridge and stair railing design/concepts	1.00				
5. Research and develop proposed bridge architecture & architectural materials. Includes several meetings with City staff to review and receive input.	1.00				
6. Meetings with City & ALDOT to review additional preliminary bridge & architectural alternatives	1.00				
7. Develop 3D model & color renderings of preliminary bridge and elevator/stair tower concepts	2.50				
Task 1 Totals	18.00				
Task 2 - Preliminary Construction Cost Estimates for Additional Alternatives & Project Funding Coordination					
1. Develop preliminary construction cost estimates for several additional preliminary bridge layout alternatives	2.00				
2. Coordinate preliminary construction cost vs. ALDOT & City budgets	0.50				
3. Meetings with City & ALDOT to discuss preliminary cost estimates	0.50				
4. Coordinate federal funding amounts with ALDOT & City					
Task 2 Totals	3.00				
Task 3 - Revise Preliminary Roadway (Bridge Site) Plans					
1. Revise preliminary roadway (bridge site) plans	0.50				
2. Submit revised preliminary roadway & bridge (TS&L) plans to ALDOT for preliminary approval					
Task 3 Totals	0.50				
PRELIMINARY ROADWAY & ARCHITECTURAL TOTALS	21.50				
Preliminary Bridge Plans					
1. Revise preliminary bridge layout (TS&L) plans					
2. Coordination with ALDOT & City					
3. Address ALDOT comments & resubmit TS&L plans					
PRELIMINARY BRIDGE TOTALS					
PRELIMINARY PLANS TOTALS	21.50				

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Roadway, Bridge & Architectural Plans, Update
Project Length	Environmental Studies/Document, Additional Survey, Re- 0.06 Miles
Consultant	Gresham, Smith and Partners

Fee Proposal (Preliminary Architectural Concepts, Plans & Cost Estimates)

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Arch.)	2.15	\$ 415.36	\$ 893.02
Senior Architect	21.50	\$ 522.40	\$ 11,231.60
Senior Engineer	0.00	\$ 405.74	\$ -
Engineer / Engineer Intern / Technician	0.00	\$ 310.41	\$ -
Senior Bridge Engineer	0.00	\$ 446.00	\$ -
Bridge Engineer/Technician	0.00	\$ 255.00	\$ -
Clerical	0.00	\$ 203.00	\$ -
Total Direct Labor			\$ 12,124.62
Combined Overhead (%)	158.09		\$ 19,167.81
Sub-Total			\$ 31,292.43
Out-of-Pocket Expenses**			\$ 148.53
Sub-Total			\$ 31,440.96
Operating Margin (10%)			\$ 3,144.10
Sub-Total			\$ 34,585.06
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Murray Building Company (Architectural Cost Estimates)			\$ 3,828.55
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 191.43
Sub-Total			\$ 38,605.04
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 53.35
TOTAL FEE			\$ 38,658.39

Project No. DE-IBRD-A104(916)
 County Jefferson
 Description Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Supplemental Agreement #1 - Re-design & update
 Scope of Work roadway (bridge site) plans, utility relocation plans
 Project Length 0.06 Miles
 Consultant Gresham, Smith and Partners

Out-of-pocket Expenses (Preliminary Architectural Concepts, Plans & Cost Estimates)

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Trips to Vestavia Hills City Hall	1	14	\$0.545	\$ 7.63	
Trips to ALDOT Birmingham Area office	0	25	\$0.545	\$ -	
Trips to Murray Building Company	1	20	\$0.545	\$ 10.90	
	0	0	\$0.545	\$ -	
Total Mileage Cost				\$ 18.53	
Subsistence Cost					
	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ 18.53	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Letter size (black & white)	1	100	100	\$ 0.08	\$ 8.00
11"x17" (black & white)	1	100	100	\$ 0.17	\$ 17.00
Letter size (color)	1	70	70	\$ 0.50	\$ 35.00
11"x17" (color)	1	70	70	\$ 1.00	\$ 70.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 130.00
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses					\$ 148.53

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. <u>DE-IBRD-A104(916)</u> County <u>Jefferson</u> Description <u>Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park</u> Scope of Work <u>Environmental Study & PCE-1</u> Project Length <u>0.06 Miles</u> Consultant <u>Gresham, Smith and Partners</u>					
ENVIRONMENTAL STUDIES & PCE-1	Sr. Engineer	Engineer / EI / Technician	Environmental	Environ. Tech.	Clerical
Task A: Environmental Coordination & Concurrences					
1. Coordinate with ALDOT on status of prior environmental document and new environmental document requirements.	0.50				
2. Site visit to obtain updated photographs of project area. Label project photos & prepare photo key.	0.10	0.75			
3. Update maps, exhibits & project description	0.25	0.50			
4. Prepare and submit updated project information to United States Corps of Engineers for concurrence		0.15			
5. Engangered Species - Review and confirm project complies with Alabama Endangered Species MOA	0.10				
6. Prepare and submit updated project information to United States Fish & Wildlife Service for concurrence		0.25			
7. Federally listed bats - research to determine if project occurs within White Nose Syndrome (WNS) Zone.		0.25			
8. Cultural Resources - review and confirm project complies with Alabama SHPO Section 106 MOA.		0.15			
9. Cultural Resources Assessment - prepare and submit information for cultural resources assessment requested by Coshatta-Alabama tribe. Coordinate with cultural resources subconsultant.		0.25			
10. Hazardous Materials - research records to confirm project does not involve hazardous materials site.		0.25			
11. Coordination with ALDOT & Various agencies	0.50	0.50			
Task A Totals	1.45	3.05			
Task B: Public Involvement Meeting					
1. Coordinate Public Involvement Meeting with ALDOT & City	0.15				
2. Prepare Exhibits for Public Involvement Meeting	0.25	1.00			
3. Attend Public Involvement Meeting / Analyze Comments	0.25	0.50			
Task B Totals	0.65	1.50			

ENVIRONMENTAL STUDIES & PCE-1					
	Sr. Engineer	Engineer / EI / Technician	Environmental	Environ. Tech.	Clerical
Task C: Prepare PCE-1					
1. Prepare draft PCE-1 and submit to ALDOT for review	0.25	1.00			0.15
2. Coordinate with ALDOT on PCE-1	0.25	0.25			
3. Revise & resubmit PCE-1 to ALDOT	0.25	0.50			
Task C Totals	0.75	1.75			0.15
TOTALS	2.85	6.30			0.15

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Environmental Study & PCE-1
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners
Fee Proposal (Environmental PCE-1)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.92	\$ 510.81	\$ 469.95
Senior Engineer	2.85	\$ 405.74	\$ 1,156.36
Engineer / Engineer Intern / Technician	6.30	\$ 310.41	\$ 1,955.58
Environmental	0.00	\$ -	\$ -
Environmental Technician	0.00	\$ -	\$ -
Clerical	0.15	\$ 203.00	\$ 30.45
Total Direct Labor			\$ 3,612.34
Combined Overhead (%)	161.52		\$ 5,834.65
Out-of-Pocket Expenses**			\$ 90.58
Sub-Total			\$ 9,537.57
Operating Margin (10%)			\$ 953.76
Sub-Total			\$ 10,491.33
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
University of Alabama - Office of Archaeological Research		\$	2,418.28
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	120.91
Sub-Total			\$ 13,030.52
Facilities Capital Cost of Money (% of Direct Labor)	0.44	\$	15.89
TOTAL FEE			\$ 13,046.41

**See Grand Total Fee sheet

Project No. <u>DE-IBRD-A104(916)</u>				
County <u>Jefferson</u>				
Description <u>Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park</u>				
Scope of Work <u>Environmental Study & PCE-1</u>				
Project Length <u>0.06 Miles</u>				
Consultant <u>Gresham, Smith and Partners</u>				
Out-of-pocket Expenses (Environmental PCE-1)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
To Site/Vestavia Hills, AL	2	15	\$0.545	\$ 16.35
To ALDOT Birmingham Area Office	1	25	\$0.545	\$ 13.63
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
Total Mileage Cost				\$ 29.98
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 29.98
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
Color Public Involvement Maps (6 sf +/-)	5	1	5	\$ 6.06
Black & White Maps (6 sf +/-)	5	1	5	\$ 6.06
	0	0	0	\$ 0.50
	0	0	0	\$ 0.06
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ 60.60
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 90.58

August 21, 2017

Mr. Marc Thompson

Gresham, Smith and Partners

3595 Grandview Parkway, Suite 300

Birmingham, Alabama 35243

Re: Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama

Dear Mr. Thompson,

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for the proposed Cultural Resources Survey for a proposed pedestrian trail in Vestavia Hills, Jefferson County, Alabama. Included in this proposal package are a Statement of Work, Work Schedule, Budget, and Project Information Request Form. The Statement of Work, found in Attachment I, contains a description of the work to be done by The University of Alabama Office of Archaeological Research, as well as additional information relevant to this project. The Work Schedule, found in Attachment II, displays the estimated timetable for completing the work as outlined in Attachment I. The Budget, found in Attachment III, contains an itemized estimation of costs as it relates to the Statement of Work.

The University of Alabama, Office of Archaeological Research looks forward to applying its expertise and experience to this project. In the instance of acceptance, please forward notification to Sam Mizelle to initiate the Contract process. The University of Alabama will promptly provide a Contract for execution upon a notice of acceptance.

If you have any questions or comments about the proposal package, please do not hesitate to contact the Office of Archaeological Research. Thank you for your consideration.

Sincerely,



Sam Mizelle

Cultural Resources Investigator/IT Manager
The University of Alabama, Office of Archaeological Research

Statement of Work

Project Information

Project Title: Cultural Resources Survey for Proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama

Sponsoring Company/Agency: Gresham, Smith and Partners

Point of Contact Info: Marc Thompson / Sam Mizelle

Principal Investigator: Matt Gage

Description of Work

The University of Alabama Museums, Office of Archaeological Research (OAR) is pleased to submit this research design and cost estimate for a cultural resources survey for a proposed Pedestrian Trail in Vestavia Hills, Jefferson County, Alabama (Figure 1). All phases of the research will be conducted in compliance with the guidelines set forth by the Department of the Interior and the Alabama Historical Commission (AHC) for Section 106 of the National Historic Preservation Act (NHPA) of 1966 as amended 2006 (16 USC 470) and its implementing regulations (36 CFR 800). It is understood that the proposed undertaking is being funded with federal dollars. As such accounting will follow Office of Management and Budget Uniform Guidance (2 CFR, Part 200). Included with this research design is an itemized estimation of costs as it relates to the Statement of Work. The budget has been prepared in reliance upon the information provided by your organization.

A cultural resources survey generally involves a literature/records search and an actual on-site field survey. A literature/records search will identify any National Register of Historic Places (NRHP) properties which may be located in the project area, as well as previously recorded archaeological sites, historic and prehistoric, in the vicinity.

Field investigations will include a pedestrian survey of the entire proposed project area. Both archaeological and structural (historic) resources will be considered. Field techniques will include visual inspection of exposed surface areas, and the employment of 30 cm (12 in) diameter shovel tests spaced at 30 m (98 ft) intervals along survey transects spaced at 30 m (98 ft). Shovel tests will be excavated to a maximum of 70 cm (27.6 in) or until sterile subsoil is encountered. All excavated material will be

screened through 6.35 mm (0.25 in) hardware mesh in an effort to recover and identify cultural material. Each survey team will be equipped with a hand held GPS receiver to record any archaeological sites, shovel test and photograph locations, anthropogenic features, and other pertinent characteristics encountered during the field survey. In the event that an archaeological site is encountered, an assessment of NRHP eligibility is necessary based on criteria established by the National Park Service (NPS).

Should a site not be considered eligible for the NRHP, then the site will be recommended as ineligible for listing to the NRHP and that the proposed undertaking is not considered likely to have an adverse effect. Should a site be considered potentially eligible for the NRHP it will be recommended as having the potential for adverse effect on a significant cultural resource based on applicable NPS criteria. Also, this survey will identify historic structures, defined as 50 years or older. Historic structures will be evaluated to Phase I standards regarding their NRHP eligibility also in accordance with NPS guidelines.

Deliverables

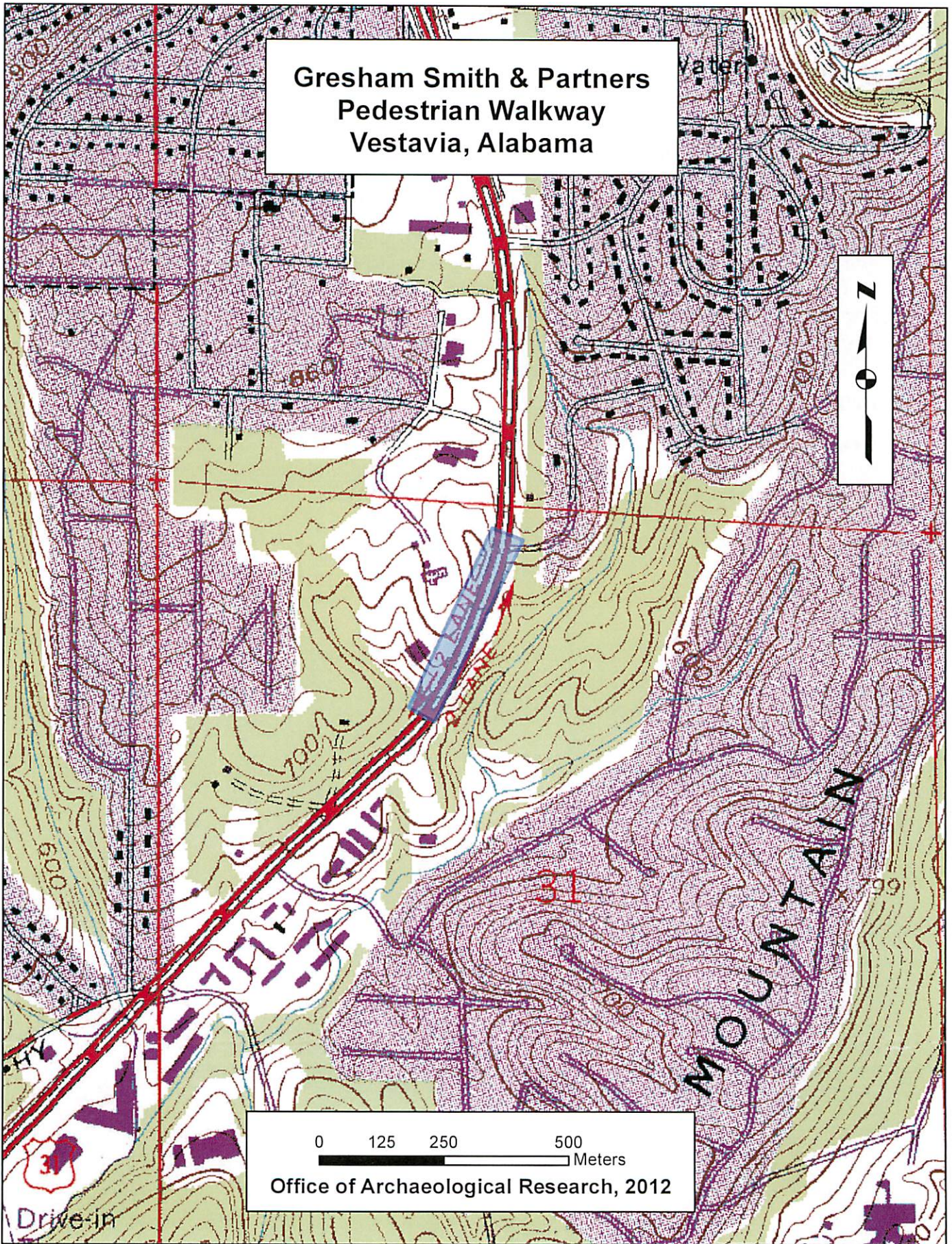
A report will be prepared detailing our Phase I investigations in the field and laboratory. Recommendations of potential affect for historic properties will be generated in the report. This report must be submitted to and approved by the lead Agency in accordance with Section 106 of the NHPA.

Gresham Smith & Partners
Pedestrian Walkway
Vestavia, Alabama



0 125 250 500
Meters

Office of Archaeological Research, 2012



ATTACHMENT II

Schedule of Work

Background Research/Field Work	1 day
Laboratory Analysis and Report Production	1 week

The official Period of Performance for this project will be established by final binding Contract. Authorization or notice to proceed dates must fall within the Period of Performance as stated in the Contract.

ATTACHMENT III

Budget

Cost Proposal	
Cultural Resources Survey for a Proposed Pedestrian Trail in Vestavia Hills, Alabama	
Salaries & Wages	\$1,232.64
Benefits	\$431.42
Subtotal Salaries, Wages, Benefits	\$1,664.07
Travel	\$92.70
Operating (Supplies, Phone, Postage, etc.)	\$60.00
Curation	\$102.50
Subtotal Operating Expense	\$255.20
F&A (@ 26% MTDC)	\$499.01
GRAND TOTAL	\$2,418.28

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Supplemental Agreement #1 - Additional Preliminary Roadway, Bridge & Architectural Plans, Update
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners
Fee Proposal (Field Survey)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of PLS)	0.00	\$ 510.81	\$ -
PLS	0.00	\$ -	\$ -
Survey Crew (see man-day sheet)	0.00	\$ -	\$ -
Engineering Technician/CADD	0.00	\$ 310.41	\$ -
Clerical	0.00	\$ 203.00	\$ -
Total Direct Labor			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ -
			\$ -
Operating Margin (15%)			\$ -
Sub-Total			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Sain Associates			\$ 3,047.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 152.35
Sub-Total			\$ 3,199.35
			\$ -
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
TOTAL FEE			\$ 3,199.35

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Project No. _____ County <u>Jefferson</u> Description <u>Vestavia Ped Bridge</u> Scope of Work _____ Project Length <u>0.50</u> Miles Consultant <u>Sain Associates</u>				
FIELD SURVEY				
Based on a 0 Man Crew				
Task A: Mobilization and Basic Control Survey	PLS	Crew	Tech/CADD	Clerical
A-1 Mobilize/Demobilize	0.10	0.25	0.00	0.00
A-2 Contact Property Owners				
A-3 Perform Basic Control Survey				
A-4 Conduct On-site Inspection	0.20	0.00	0.00	0.00
Task A Totals	0.30	0.25	0.00	0.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram				
B-2 Establish Centerline/Obtain Ground Profile				
B-3 Obtain Topographic Data	0.00	0.75	0.50	0.00
Task B Totals	0.00	0.75	0.50	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads				
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms				
C-3 Define Drainage Areas/Prepare Schematic Drainage Map				
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points				

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FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
Task C Totals	0.00	0.00	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities				
D-2 Obtain Hydrological Location Survey				
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline				
D-4 Obtain Copies of Latest Deeds				
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points				
D-6 Reduce Survey Field Notes	0.10	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	0.60	0.00	0.00	0.00
TOTALS	0.90	1.00	0.50	0.00

Project No. _____			
County Jefferson			
Description Vestavia Ped Bridge			
Scope of Work _____			
Project Length 0.50 Miles			
Consultant Sain Associates			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.09	\$ 256.40	\$ 23.08
PLS	0.90	\$ 346.48	\$ 311.83
Survey Crew (see man-day sheet)	1.00	\$ 511.76	\$ 511.76
Engineering Technician/CADD	0.50	\$ 234.88	\$ 117.44
Clerical	0.00	\$ 187.20	\$ -
Total Direct Labor			\$ 964.11
Combined Overhead (%)	187.03		\$ 1,803.17
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 2,767.28
Operating Margin (10%)			\$ 276.73
Sub-Total			\$ 3,044.01
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 3,044.01
Facilities Capital Cost of Money (% of Direct Labor)	0.36		\$ 3.47
TOTAL FEE			\$ 3,047.48

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Project No. _____
 County Jefferson _____
 Description Vestavia Ped Bridge _____
 Scope of Work _____
 Project Length 0.50 Miles _____
 Consultant Sain Associates _____

Out-of-pocket Expenses (Field Survey)

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.500	\$	-
	0	0	\$0.500	\$	-
	0	0	\$0.500	\$	-
	0	0	\$0.500	\$	-
Total Mileage Cost				\$	-
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$	-
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$	-
Travel allowance (12 hour trips)	0	0	\$30.00	\$	-
Travel allowance (overnight)***	0	0	\$75.00	\$	-
				\$	-
Total Subsistence Cost				\$	-
Total Travel Cost				\$	-
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -
Communication Cost (telephone, fax, etc.)				Total	
				\$	-
Postage Cost (overnight, stamps, etc.)				Total	
				\$	-
Other (provide description on next line)				Total	
				\$	-
Total Out-of-pocket Expenses				\$	-

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number	DE-IBRD-A104(916)	CPMS #	
County	Jefferson		
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park		
Scope of work	Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans		
Length	0.06 miles		
Consultant Gresham, Smith and Partners			

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER		TECHNICIAN		
		SHEET	TOTAL	SHEET	TOTAL	
TITLE SHEET	1.00	0.15	0.15	0.15	0.15	Update with new pedestrian bridge location
INDEX SHEET	1.00					No or minimal updates
INDEX TO SPECIAL & STANDARD DRWGS	1.00	0.15	0.15	0.25	0.25	Update with latest drawings
GEOMETRIC LAYOUT/SURVEY CONTROL	2.00	0.15	0.30	0.25	0.50	Update as needed, add new ped bridge alignment, show new tie stations, add new alignment information, revise sidewalk alignment & label
PROJECT NOTE SHEET (Project)	1.00					No or minimal updates
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.15	0.15	Update to the newest sheet available from ALDOT
PROJECT NOTE SHEET (Signage)	1.00					
PROJECT NOTE SHEET (Lighting)	1.00	0.25	0.25	0.25	0.25	Add Sheet - Lighting on bridge, landscape lighting, and street light relocation
PLANS LEGEND & ABBREVIATIONS	2.00	0.05	0.10	0.06	0.12	Update to the newest sheets available from ALDOT
TYPICAL SECTIONS						
Main Roadway	1.00	0.25	0.25	0.50	0.50	Update typical section with revised sidewalk & retaining wall locations
Ramps						
Details	0.50	0.25	0.13	0.50	0.25	Add detail for ramp from bridge end to sidewalk at Wald Park Side
SUMMARY SHEET						
Main Summary	2.00	0.50	1.00	1.00	2.00	Update main summary sheet & add one (no main summary sheets set up in original fee proposal). Separate quantities into different funding categories (HPP, TAP, locally funded)
SUMMARY BOX SHEETS						
Clearing & Grubbing	0.25	0.25	0.06	0.50	0.13	Update quantity & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Minor Structure Concrete, Steel & Handrail	0.25	0.50	0.13	1.00	0.25	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Removal of Sidewalks	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Slope Protection	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Sidewalk	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Temporary Seeding & Mulching	0.25	0.30	0.08	0.60	0.15	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Retaining Walls	0.25	1.00	0.25	2.00	0.50	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Roadway Lighting	0.50	1.00	0.50	1.50	0.75	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER		TECHNICIAN		
		SHEET	TOTAL	SHEET	TOTAL	
Solid Sodding	0.25	0.50	0.13	2.00	0.50	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Erosion & Sediment Control	0.50	0.50	0.25	1.00	0.50	Update quantities & summary box. Separate quantities into different funding categories (HPP, TAP, locally funded)
Landscaping Items						
Landscape Lighting						
Removal Items						
Misc Boxes						
Guardrail/Guardrail End Anchors						
PLAN & PROFILE						
Main Roadway (Bridge Site Plan)	1.00	1.50	2.00	3.00	4.00	Modify existing plan sheet - revise bridge location, show new bridge alignment, revise sidewalks, modify all labels. Bring in additional survey. Revise stair layout.
Profile (US-31)	1.00	0.10	0.10	0.20	0.20	Update bridge crossing location on profile
Profile (Pedestrian Bridge)	1.00	0.50	0.50	1.00	1.00	Cut new profile at new bridge location, vertical alignment of bridge and connecting walkway on west side, check/show vertical clearance, annotations/labels, etc.
Retaining Walls	2.00	0.50	1.00	1.00	2.00	Add Retaining Wall Sheets, if needed
TRAFFIC CONTROL						
Sequence of Construction	0.50					
Summary & Items	0.50					
Typical Section Sketches						
Layout Sheets (signs, devices, shifts, etc.)	1.00	0.06	0.06	0.25	0.25	Update Sidewalk Closure Map w/ Ped Bridge New Location
Special Drawings	7.00	0.02	0.14	0.03	0.21	ALDOT TCP Details 2001, 2001a, 2008, 2019, 2020, 2025, 2025a - Update these drawings as necessary, add new as needed
SIGNING						
Sign Layout						
Sign X-Section						
Sign Panel Details						
Soils Data Sheets (provided by ALDOT)						
LIGHTING						
Plan Layout	1.00					Edmonds handling bridge walkway & tower lighting. Time in original proposal to be used for relocation of existing street light.
Demo Plans						Show demo on lighting plan sheet
Special Details						
Soils & Passive Pressure (provided by ALDOT)						

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER		TECHNICIAN		
		SHEET	TOTAL	SHEET	TOTAL	
UTILITY SHEETS						
Utility Locations	1.00	0.15	0.15	0.50	0.50	Minor updates with new bridge location. Update utility contact information
Utility Coordination & Agreements (Additional)			1.00		1.00	
SOIL SHEETS						
Soil Boring Logs	1.00					Included in original fee proposal
Soil Profile						
EROSION CONTROL						
Legend & Sequence	1.00	0.03	0.03	0.06	0.06	Update to latest legend
Phased Sheets (Phase I)	1.00	0.10	0.10	0.25	0.25	Update based on new ped bridge location and sidewalks
Phased Sheets (Phase II)	1.00	0.10	0.10	0.25	0.25	Update based on new ped bridge and sidewalks location (phased sheets not included in original fee proposal)
Phased Sheets (Phase III)	1.00	0.10	0.10	0.25	0.25	Update based on new ped bridge and sidewalks location (phased sheets not included in original fee proposal)
ROADWAY CROSS SECTIONS						
Earthwork Balancing						
Cross-Sections (Sidewalks)	2.00	0.25	0.50	0.50	1.00	Not included in original fee proposal. ALDOT wants sidewalks shown on cross sections.
REVIEW COMMENTS						
30% Review						Included in original fee proposal
Plan-in-Hand Inspection						Included in original fee proposal
PS&E Inspection						Included in original fee proposal
Final-Back Check submittal			1.00		2.50	Not included in original fee proposal (original City-bid project)
Construction Bureau submittal			1.00		2.50	Not included in original fee proposal (original City-bid project)
Office Engineer submittal			0.50		0.50	Not included in original fee proposal (original City-bid project)
Cost Estimates						
Cost Estimates						Included in original fee proposal
Design Hearing						
Special Provisions			1.00		2.00	
SUB-TOTAL						
	40.50		13.35		25.87	
10% Supervision			1.34			
TOTALS						
	40.50		13.35		25.87	

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Alabama Department of Transportation

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Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners
Fee Proposal (Roadway Plans)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	2.59	\$ 510.81	\$ 1,323.00
Senior Engineer	13.35	\$ 405.74	\$ 5,416.63
Engineer / Engineer Intern / Technician	25.87	\$ 310.41	\$ 8,030.31
Clerical	0.50	\$ 203.00	\$ 101.50
Total Direct Labor			\$ 14,871.44
Combined Overhead (%)	161.52		\$ 24,020.35
Out-of-Pocket Expenses**			\$ 1,172.36
Sub-Total			\$ 40,064.15
Operating Margin (10%)			\$ 4,006.42
Sub-Total			\$ 44,070.57
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 44,070.57
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 65.43
TOTAL FEE			\$ 44,136.00

**See Grand Total Fee sheet

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Alabama Department of Transportation

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Project No. DE-IBRD-A104(916)
County Jefferson
Description Pedestrian Walkway Over US-31 in Vestavia Hills
 Near Wald Park
Scope of Work Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans
Project Length 0.06 Miles
Consultant Gresham, Smith and Partners

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Site (Vestavia Hills, AL)	0	15	\$0.545	\$ -
Trips to ALDOT Birmingham Area Office	0	25	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
11"x17" checksets & submittals	75	28.00	2100	\$ 0.53	\$ 1,113.00
22"x34" Checksets	2	28.00	56	\$ 1.06	\$ 59.36
	0	0.00	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 1,172.36

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 1,172.36
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

Consultant: **Gresham, Smith and Partners**

Submittal Date:

PROJECT NO: DE-IBRD-A104(916)
 DESCRIPTION: Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
 COUNTY: Jefferson

SHEET TITLE	NO. OF UNITS	CONSULTANT ESTIMATED MANDAYS			
		ENGR. TOTAL	TECH. TOTAL		
		days/sheet	days/sheet	DAYS	DAYS

STAIR AND ELEVATOR DESIGN & DETAIL

Design of stair well & elevator	<input type="text" value="0"/>	<input type="text" value="0"/>	0	<input type="text" value="0"/>	0
Stair well and elevator details (3 sheets)	<input type="text" value="0"/>	<input type="text" value="0"/>	0	<input type="text" value="0"/>	0
	<input type="text" value="0"/>	<input type="text" value="0"/>	0	<input type="text" value="0"/>	0
SUBTOTAL	0		0		0

design = 20
 plans = 36.25
 shop drawin 0
 total= 56.25

BRIDGE SUPERSTRUCTURE DESIGN & DETAIL

Bearing Pad Design	<input type="text" value="1"/>	<input type="text" value="1.5"/>	1.5	<input type="text" value="0"/>	0
Beam Design (2 design)	<input type="text" value="2"/>	<input type="text" value="4"/>	8	<input type="text" value="0"/>	0
Handrail & fence design	<input type="text" value="1"/>	<input type="text" value="2.5"/>	2.5	<input type="text" value="0"/>	0
Plan & Elevation sheet	<input type="text" value="1"/>	<input type="text" value="0.25"/>	0.25	<input type="text" value="1"/>	1
General Notes sheet	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="1"/>	1
Deck Plan and Section	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="2.5"/>	2.5
Miscellaneous superstructure details	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="2.5"/>	2.5
Handrail & Fence details	<input type="text" value="2"/>	<input type="text" value="2"/>	4	<input type="text" value="2"/>	4
Beam table	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="1"/>	1
U 48 beam details - index 20248 (4)	<input type="text" value="4"/>	<input type="text" value="0.25"/>	1	<input type="text" value="0.5"/>	2
U beam details/notes- index 20210 (2)	<input type="text" value="2"/>	<input type="text" value="0.25"/>	0.5	<input type="text" value="0.5"/>	1
SUBTOTAL	17		21.75		15

BRIDGE SUBSTRUCTURE DESIGN & DETAIL

End Bent Design (1 end bent)	<input type="text" value="1"/>	<input type="text" value="2.5"/>	2.5	<input type="text" value="0"/>	0
Pier Design (2 piers)	<input type="text" value="2"/>	<input type="text" value="4"/>	8	<input type="text" value="0"/>	0
End Bent sheet (1 end bent)	<input type="text" value="1"/>	<input type="text" value="1"/>	1	<input type="text" value="2.5"/>	2.5
Pier sheets (2 piers)	<input type="text" value="2"/>	<input type="text" value="1"/>	2	<input type="text" value="3"/>	6
SUBTOTAL	6		13.5		8.5

SHOP DRAWING REVIEW

Bearings Pad

Prestressed Girders

SUBTOTAL 0

TOTALS - Total # Shts 16 Engr Days 35.25 Tech Days 23.5

total = 58.75

FEE COMPUTATIONS FOR BRIDGE PLANS

Consultant:	Gresham, Smith and Partners	PROJECT NO:	DE-IBRD-A104(916)
		DESCRIPTION:	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
		COUNTY:	Jefferson

EMPLOYEE WAGES:

Project Manager (10% of Engineer)	3.53	Days	x	\$510.81	per Day	=	\$1,803.16
>>>>>>>>>							
Senior Bridge Engine	35.25	Days	x	\$446.00	per Day	=	\$15,721.50
Bridge Engineer/Tecl	23.50	Days	x	\$255.00	per Day	=	\$5,992.50
TOTAL DIRECT LABOR							\$23,517.16
Combined Overhead (%) >>>>>	161.52 %		x	\$23,517.16		=	\$37,984.92
SUBTOTAL COSTS							= \$61,502.08
Out-of-pocket expense**							= \$0.00
PROFIT (10%)							= \$6,150.21
TOTAL BRIDGE FEE							= \$67,652.29
ORIGINAL BRIDGE FEE REMAINING							= \$6,795.64
TOTAL ADDITIONAL FEE							= \$60,856.65

**See Grand Total Fee sheet

6/15/2018

Alabama Department of Transportation

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Project No. <u>DE-IBRD-A104(916)</u> County <u>Jefferson</u> Description <u>Pedestrian Walkway Over US-31 in Vestavia Hills</u> Scope of Work <u>Near Wald Park</u> Project Length <u>Supplemental Agreement #1 - Re-design bridge</u> <u>0.06 Miles</u> Consultant <u>Gresham, Smith and Partners</u>
--

Out-of-pocket Expenses (Bridge Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number <u>DE-IBRD-A104(916)</u> CPMS # _____ County <u>Jefferson</u> Description <u>Pedestrian Walkway Over US-31 in Vestavia Hills Near Waid Park</u> Scope of work <u>Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans</u> Length <u>0.06</u> miles						
Consultant <u>Gresham, Smith and Partners</u>						
UTILITY RELOCATION PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS				COMMENTS / REVISIONS
		ENGINEER SHEET	TECHNICIAN SHEET	ENGINEER TOTAL	TECHNICIAN TOTAL	
SUMMARY BOX SHEETS						
Utility Relocation (Water main)	0.50	0.50	0.25	1.00	0.50	Qualities and summary box for BWWB water main relocation
Utility Relocation (Buried Fiber Optic Line)	0.25	2.00	0.50			Qualities and summary box for ALDOT buried fiber optic line relocation
UTILITY (WATER MAIN) RELOCATION SHEETS						
Plan sheet & details	1.00	0.50	0.50	2.00	2.00	GS&P to do water main relocation plans to be part of bridge construction project
Water main profile	1.00	0.50	0.50	0.50	0.50	
UTILITY (BURIED FIBER OPTIC) RELOCATION SHEETS						
Coordinate location, clearances, sequence, etc w/ALDOT & BWWB			0.50			
Temporary Relocation Plan & Details			1.00			
Permanent Relocation Plan			1.00			
Design Details, Coordination with Bridge Foundations			1.00			
Notes			0.50			
SUB-TOTAL						
10% Supervision	2.75		5.75		3.00	
TOTALS						
	2.75		5.75		3.00	

6/15/2018

Alabama Department of Transportation

5:25 PM

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners
Fee Proposal (Utility Relocation Plans)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.30	\$ 510.81	\$ 153.24
Senior Engineer	5.75	\$ 405.74	\$ 2,333.01
Engineer / Engineer Intern / Technician	3.00	\$ 310.41	\$ 931.23
Clerical	0.00	\$ 203.00	\$ -
Total Direct Labor			\$ 3,417.48
Combined Overhead (%)	161.52		\$ 5,519.91
Out-of-Pocket Expenses**			\$ 62.46
Sub-Total			\$ 8,999.85
Operating Margin (10%)			\$ 899.99
Sub-Total			\$ 9,899.84
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 9,899.84
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 15.04
TOTAL FEE			\$ 9,914.88

**See Grand Total Fee sheet

6/15/2018

Alabama Department of Transportation

5:25 PM

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Supplemental Agreement #1 - Re-design & update roadway (bridge site) plans, utility relocation plans
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners

Out-of-pocket Expenses (Utility Relocation Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Trips to Site (Vestavia Hills, AL)	2	15	\$0.545	\$ 16.35
Trips to ALDOT Birmingham Area Office	0	25	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
Total Mileage Cost				\$ 16.35

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 16.35

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
11"x17" checksets & submittals	25	3.00	75	\$ 0.53	\$ 39.75
22"x34" Checksets	2	3.00	6	\$ 1.06	\$ 6.36
	0	0.00	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 46.11

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 62.46
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

6/15/2018

Alabama Department of Transportation

5:25 PM

Project No. DE-IBRD-A104(916)
County Jefferson
Description Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills Near Wald Park
Scope of Work Architectural Design Services
Project Length 0.06 Miles
Consultant Gresham, Smith and Partners

ARCHITECTURAL DESIGN SERVICES	PROJECT ARCHITECT	PROJECT COORDINATOR	SENIOR ARCHITECT	Clerical
SERVICE A: SCHEMATIC DESIGN				
Info gathering Tasks	0.00	0.00	0.00	0.00
Design Tasks	0.00	0.00	0.00	0.00
Production tasks	0.00	0.00	0.00	0.00
QAQC Tasks	0.00	0.00	0.00	0.00
Meetings	0.00	0.00	0.00	0.00
Housekeeping / Revit Management	0.00	0.00	0.00	0.00
Task A Totals	0.00	0.00	0.00	0.00
SERVICE B- DESIGN DEVELOPMENT				
Info gathering Tasks	0.25	0.25	0.00	0.00
Design Tasks	3.00	0.00	0.50	0.00
Production tasks	2.00	5.00	0.00	0.75
QAQC Tasks	0.00	0.00	1.00	0.50
Meetings	0.25	0.25	0.25	0.00
Housekeeping / Revit Management	0.00	0.50	0.00	0.00
Task B Totals	5.50	6.00	1.75	1.25

6/15/2018

Alabama Department of Transportation

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ARCHITECTURAL DESIGN SERVICES	PROJECT	PROJECT	SENIOR	
	ARCHITECT	COORDINATOR	ARCHITECT	Clerical
SERVICE C- CONSTRUCTION DOCUMENTS				
Info gathering Tasks	0.25	0.00	0.00	0.00
Design Tasks	8.00	0.00	0.50	0.00
Production tasks	2.00	10.00	0.00	2.00
QAQC Tasks	0.00	0.00	1.00	0.00
Meetings	0.33	0.33	0.33	0.00
Housekeeping / Revit Management	0.00	0.50	0.00	0.00
Task C Totals	10.58	10.83	1.83	2.00
SERVICE E- BIDDING AND NEGOTIATION				
RFI review	0.50	0.00	0.25	0.00
RFI response	0.00	1.00	0.00	0.50
Addenda	0.25	0.50	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	0.75	1.50	0.25	0.50
TOTALS	16.83	18.33	3.83	3.75

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work	Architectural Design Services
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners
Architectural Design Services	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of total)	3.90	\$ 510.81	\$ 1,992.16
Project Architect	16.83	\$ 416.00	\$ 7,001.28
Project Coordinator (PC)	18.33	\$ 232.00	\$ 4,252.56
Senior Architect (Quality review)	3.83	\$ 680.00	\$ 2,604.40
Clerical	3.75	\$ 203.00	\$ 761.25
Total Direct Labor			\$ 16,611.65
Combined Overhead (%)	161.52		\$ 26,831.14
Out-of-Pocket Expenses**			\$ 269.20
Sub-Total			\$ 43,711.99
Operating Margin (10%)			\$ 4,371.20
Sub-Total			\$ 48,083.19
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 48,083.19
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 73.09
TOTAL FEE			\$ 48,156.28

6/15/2018

Alabama Department of Transportation

5:25 PM

Project No. DE-IBRD-A104(916)
 County Jefferson
 Description Pedestrian Walkway Over US-31 in Vestavia Hills
Near Wald Park
 Scope of Work Architectural Design Services
 Project Length 0.06 Miles
 Consultant Gresham, Smith and Partners

Out-of-pocket Expenses (Architectural Design Services)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Pre-Design Site Investigation Trip	1	20	\$0.545	\$ 10.90
Review Meeting with City of Vestavia	3	20	\$0.545	\$ 32.70
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
Total Mileage Cost				\$ 43.60

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 43.60

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Intermediate Check Sets	3	4	12	\$ 0.90	\$ 10.80
QAQC Check sets	3	4	12	\$ 0.90	\$ 10.80
ALDOT submittals	50	4	200	\$ 0.90	\$ 180.00
Spec markups	1	150	150	\$ 0.08	\$ 12.00
Spec Check Set	1	150	150	\$ 0.08	\$ 12.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 225.60

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses \$ 269.20

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
Scope of Work	Structural Design - Elevator & Stair Tower
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners
Fee Proposal (Structural Design - Elevator & Stair Tower)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.00	\$ 444.00	\$ -
Sr. Engineer	0.00	\$ 422.00	\$ -
Engineer	0.00	\$ 305.00	\$ -
Clerical	0.00	\$ 250.00	\$ -
Total Direct Labor			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ -
Operating Margin (10%)			\$ -
Sub-Total			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
LBYD, Inc.			\$ 17,714.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 885.70
Sub-Total			\$ 18,599.70
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
TOTAL FEE			\$ 18,599.70

**See Grand Total Fee sheet

Project No. HPP-A124()				
County Jefferson County				
Description Pedestrian Walkway Over US-31 at Wald Park in Vestavia				
Scope of Work Elevator & Stair Tower Structural Design				
Project Length 0.90 Miles				
Consultant LBYD				
STRUCTURAL - Design	Project Manager	Senior Engineer	Jr Engineer / CADD Tech	Clerical
Task A: Design				
Structural Design	1.18	3.25	8.50	1.00
Task A Totals	1.18	3.25	8.50	1.00
Task C Totals	0.00	0.00	0.00	0.00
TOTALS	1.18	3.25	8.50	1.00

Project No.	HPP-A124()
County	Jefferson
Description	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
Scope of Work	Elevator & Stair Tower Structural Design
Project Length	0.90 Miles
Consultant	LBYD
Fee Proposal (Structural Design)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	1.18	\$ 590.00	\$ 696.20
Senior Engineer	3.25	\$ 390.00	\$ 1,267.50
Jr. Engineer / CADD Technician	8.50	\$ 275.00	\$ 2,337.50
Clerical	1.00	\$ 197.00	\$ 197.00
Total Direct Labor			\$ 4,498.20
Combined Overhead (%)	258.00		\$ 11,605.36
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 16,103.56
Operating Margin (10%)			\$ 1,610.36
Sub-Total			\$ 17,713.92
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 17,713.92
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
TOTAL FEE			\$ 17,713.92

**See Grand Total Fee sheet

6/15/2018

Alabama Department of Transportation

5:11 PM

Project No. <u>HPPA-24()</u> County <u>Jefferson</u> Description <u>Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills</u> Scope of Work <u>Elevator & Stair Tower Structural Design</u> Project Length <u>0.00 Miles</u> Consultant <u>LBVD</u>
Out-of-pocket Expenses (Structural Design)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
11"x17" Checksets	0	0	0	\$ -	\$ -
22"x34" Checksets	0	0	0	\$ -	\$ -
22"x34" Final Stamped Set	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
Scope of Work	Mechanical, Electrical, Plumbing and Lighting - Elevator & Stair Tower, Bridge Walkway Lighting
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners
Fee Proposal (Mechanical, Electrical, Plumbing & Lighting)	

PERSONNEL COST			
	Man-days	Daily Rate	
Project Manager (10% of Eng.)	0.00	\$ 444.00	\$ -
Sr. Engineer	0.00	\$ 422.00	\$ -
Engineer	0.00	\$ 305.00	\$ -
Clerical	0.00	\$ 250.00	\$ -
Total Direct Labor			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ -
Operating Margin (10%)			\$ -
Sub-Total			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Edmonds Engineering			\$ 5,000.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 250.00
Sub-Total			\$ 5,250.00
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
TOTAL FEE			\$ 5,250.00

**See Grand Total Fee sheet



2 Riverchase Office Plaza
Suite 205
Hoover, AL 35244
(205) 988-2069

January 24, 2018

Gresham, Smith & Partners
3595 Grandview Parkway
Birmingham, AL 35243

ATTENTION: ROBERT MURPHY
SUBJECT: VESTAVIA PEDESTRIAN BRIDGE
EDMONDS PROJECT No.: BHM18026

Dear Robert:

We are pleased to offer the following proposal for the design of the **HVAC, Electrical and Plumbing** systems for the subject project.

Proposal is based on AIA Document C401 as herein amended.

FACILITY

Addition of a new Pedestrian Bridge in Vestavia. Bridge to cross over Highway 31, near the Vestavia Library and Wald Park.

PROJECT SCOPE / DESIGN SERVICES

1. Plumbing to include sump pump for elevator pit and oil interceptor if elevator is hydraulic.
2. HVAC to include air conditioning system for elevator equipment room.
3. Electrical to include: New electrical service to the elevator tower. Lighting and receptacles for elevator tower and bridge.
4. Auxiliary systems to include fire alarm as required.
5. Complete drawings and copy ready specifications suitable for competitive bids and construction. Drawings and documents furnished for each deliverable will be



transmitted in electronic digital file format ready for reproduction (Adobe Acrobat .pdf).

6. Building Information Modeling (BIM) work to a Level of Development (LOD) 300 as following:
 - **Model Content Requirements.** Model Elements are modeled as assemblies accurate, within described range of tolerance, in terms of quantity, size, shape, location, and orientation. Non-geometric information may also be attached to Model Elements.
 - **Authorized Uses:**
 - **Construction.** The model is suitable for the generation of traditional construction documents (e.g. bidding, permit submittal).
 - **Analysis.** The Model may be analyzed by the design team for performance of selected systems by application of specific performance criteria assigned to the representative Model Elements.
 - **Cost Estimating.** The Model may be used by the design team to develop cost estimates based on the specific data provided and conceptual estimating techniques.
 - **Schedule.** The Model may be used to show ordered, time-scaled appearance of detailed elements and systems.
 - **Other Authorized Uses.** (LEED or sustainable design analysis, Collision Detection, etc.) Additional authorized uses of the Model developed to a Level 300, if any, are as follows: Not Applicable.

Note: Not all model elements will be developed to this level.

7. Meetings and other required interface with Architects, Contractor and Code Officials.
8. Required submittals to state agencies for approval.

PROJECT CONSTRUCTION PERIOD SERVICES

1. Checking of ductwork, piping, and HVAC controls shop drawings.
2. Reviewing Fire Alarm shop drawings.
3. Review of equipment submittal data.
4. Answering typical construction related questions.
5. Use online project management software to track contractor RFIs, submittal data, etc.
6. Site Visits and / or Meetings as noted below.

SITE VISITS AND / OR MEETINGS

We have included the following maximum number of site visits and / or meetings:

BIRMINGHAM

HUNTSVILLE

JACKSON

NASHVILLE

TUSCALOOSA

WWW.EDMONDSENGINEERING.COM



Two (2) per discipline
(1) – Survey & (1) - Final

NOT INCLUDED

Our Proposal does not include the following:

1. Any printing or plotting other than for internal and coordination purposes.
2. Any site visits, except as noted above.
3. Design for "Fast Track" construction.
4. Any utilities 5'-0" outside the building.
5. Design of a fire pump for the fire protection system.
6. Design of a domestic water pressure booster system.
7. LEED certification.
8. Advertising for bids.
9. Storm drainage.
10. Sewage lift station or onsite sewage disposal.
11. As-built drawings.
12. Hardware for telephone and data systems.
13. Field testing, including HVAC balancing, recording of electrical use profiles, and sprinkler flow tests.
14. Seismic design for components.
15. Water analysis testing including, but not limited to, hardness, microbiological, and ph in compliance with the "Standard for EPA Water Testing", ASTM G-4-84 Corrosion Testing and the "Standard Method for Examination of Water and Wastewater".
16. Water supply study, modeling or charting.

INFORMATION PROVIDED BY CLIENT

The Client agrees to furnish Edmonds Engineering, Inc. with the following:

1. A floor plan of the facility in Revit or Autocad format.
2. Architectural plans or computer files as required to define the construction of the facility, including building sections, elevations, and details.
3. A list of all appliances and/or specialty equipment indicating complete requirements for all applicable connection, including: hot and cold water piping, steam piping, condensate piping, waste piping, gas vent, make-up air, and exhaust.



FEE

Per your request, we offer a lump sum fee for MEP design as follows: \$5,000.00

PAYMENT

Will be the same payment schedule the architect is compensated under i.e. at completion of Design Development Phase: 25%, Construction Documents Phase: 50%, Bidding Phase: 5%, and Construction Administration Phase: 20% (monthly payments of the construction time frame).

Should the project be abandoned or canceled, payment shall be made based on time expended at the hourly rates listed below.

Any payments due over 60 days shall be subject to interest of 1 ½% per month, and we reserve the right to stop work until payment is received. Reasonable Attorney's fees that we incur for collections shall be paid by the client.

ADDITIONAL SERVICES

Edmonds Engineering, Inc. may also perform additional services not included above at the request of the Client. Additional services, which can be performed hourly at the rates listed below, may include, but shall not be limited to:

1. Design work not within the "Scope of Work".
2. Detailed cost estimates.
3. Additional work which is due to the "Information Provided by Client" being incomplete.
4. Additional site visitation.
5. Energy Analysis.
6. Subjective HVAC system comparison and report of recommendations.
7. Review of "Value Engineering Items" and incorporation of items into the contract documents.
8. Excessive revisions to drawings or specifications inconsistent with instructions previously given.
9. Consultations made necessary by major defects in Contractor's work.



Hourly Fee	
CEO	\$175 / hr.
Regional Manager	\$150 / hr.
Group Manager	\$140 / hr.
Account Manager	\$125 / hr.
Sr. Project Manager	\$120 / hr.
Project Manager	\$110 / hr.
Project Engineer	\$100 / hr.
Field Engineer/CA	\$95 / hr.
Designer	\$90 / hr.
CAD Operator	\$70 / hr.
Administrator/Clerical	\$60 / hr.

PER DIEM

There is no per diem on this project.

Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions, please call.

Sincerely,

Accepted by,

EDMONDS ENGINEERING, INC.

Gresham, Smith & Partners

Phillip Graydon, PE

PROJECT MANAGER

Signature, Title & Date

Project No.	DE-IBRD-A104(916)
County	Jefferson
Description	Pedestrian Walkway Over US-31 at Wald Park in Vestavia Hills
Scope of Work	Redesign - Environmental, Roadway Plans, Bridge Plans, Geotechnical Investigation and Recommendations
Project Length	0.06 Miles
Consultant	Gresham, Smith and Partners

Fee Proposal (Geotechnical Exploration and Recommendations)

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.00	\$ 444.00	\$ -
Sr. Engineer	0.00	\$ 422.00	\$ -
Engineer	0.00	\$ 305.00	\$ -
Clerical	0.00	\$ 250.00	\$ -
Total Direct Labor			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ -
Operating Margin (10%)			\$ -
Sub-Total			\$ -
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Terracon			\$ 21,236.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,061.80
Sub-Total			\$ 22,297.80
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ -
TOTAL FEE			\$ 22,297.80

**See Grand Total Fee sheet



August 23, 2017

Gresham Smith and Partners
3595 Grandview Parkway, Suite 300
Birmingham, Alabama 35243

Attn: Mr. Blair Perry, P.E.
E: blair_perry@gspnet.com

Re: Proposal for Supplemental Geotechnical Services
Pedestrian Bridge over US-31 near Wald Park
Vestavia Hills, Alabama
Terracon Proposal PE1165423 Revised (Supplement to proposal PE1140012)

Dear Blair:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal for providing supplemental geotechnical engineering services for the above-referenced project. Our proposal has been prepared to provide a Foundation Report for the project. This proposal outlines our understanding of the project, scope of services and provides a cost estimate for our services.

A. PROJECT INFORMATION

Terracon is familiar with the project site. Between the months of August 2014 to October 2014, Terracon performed a field exploration consisting of rock core borings and test pits. Terracon prepared a Foundation Report dated January 28, 2016 based on the field program, bridge location and design revisions, at that time. We understand that the planned pedestrian bridge has been redesigned and that the proposed location has been shifted about 30 feet to the south.

We understand the redesigned pedestrian bridge will have 2 spans, one at about 160 feet, and one at about 36 feet. The western abutment (Abutment 1) is located on an existing hill, and will connect to the existing concrete sidewalk. The eastern bent (Bent No. 2) will be located outside of the existing guardrail, near the sidewalk. Bent 3 and the planned elevator will be located east of Bent 2 near the crest of the existing slope.

According to the Geological Survey of Alabama publication *Geologic Map of Alabama, Map 220*, the subject site is underlain by the upper part of the Pottsville Formation. This geologic unit consists of medium- to dark-gray sandstone, shale, siltstone, and coal in cyclic sequences. Sandstone outcrops are prevalent in the vicinity of the site.

Proposal for Supplemental Geotechnical Engineering Services
Pedestrian Bridge over US-31 near Wald Park
Vestavia, Alabama ■ August 22, 2017
Terracon Proposal PE1165423 Revised



Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

Field Program – We propose a field program that will consist of three (SPT) and rock core borings. One SPT/Rock Core boring will be performed at the western abutment; extending to auger refusal and about 20 feet into the underlying bedrock. We estimate that auger refusal will occur at about 10 feet below the existing surface grade.

The planned eastern Bent 2 and Bent 3 locations are located in area that is likely underlain by existing fill material including possible rock fill. Therefore, we have included unit rates for casing advancement through any potential rock fill that may be encountered at the boring location. Two additional SPT/Rock Core boring will be performed at the eastern Bent 2 and Bent 3 locations; extending to auger refusal and about 20 feet into the underlying bedrock. We estimate that auger refusal will occur at about 17 to 25 feet below the existing surface grade.

Soil sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. Four samples will be obtained in the upper ten feet of each boring and at intervals of five feet thereafter. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory.

Conditions/Items to be provided by Client – Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact the Alabama One Call service for location of utilities in public easements. Location of private lines on the property is not part of the One Call system or Terracon scope. All private lines should be marked by others prior to commencement of drilling.

We have not budgeted to restore the site beyond backfilling our boreholes. Excess auger cuttings would be disposed of on the site. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Each of the borings would be surveyed and staked prior to drilling and re-surveyed following completion of the field program. Some borings may be offset from their planned locations due to utility or accessibility limitations. It is our understanding that surveying of the abutment and bent locations will be performed by Gresham Smith and Partners.

Proposal for Supplemental Geotechnical Engineering Services
 Pedestrian Bridge over US-31 near Wald Park
 Vestavia, Alabama ■ August 22, 2017
 Terracon Proposal PE1165423 Revised



Since the field program will occur well away from the travel lanes, or behind guard rails, we have not budgeted traffic control. We have included an estimated budget for obtaining the necessary access permits.

Permits or permission to clear and operate on private properties should be furnished to Terracon prior to mobilization. If Terracon is responsible for right-of-entry permits, the time required by the project engineer to perform the task will be charged according to the attached unit rates.

Laboratory Testing – The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, Atterberg limits, sieve and hydrometer analysis. We will also perform chemical analysis (pH, chlorides, sulfates, and resistivity) on composite representative samples of the existing embankment soils. These chemical tests are indicators of corrosion potential. We will only perform the laboratory tests deemed necessary based on the subsurface conditions encountered.

Engineering Analysis and Foundation Report – The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Alabama. Our results will be presented in a Foundation Report following ALDOT Procedure 398.

C. PROJECT FEE INFORMATION

For the scope of geotechnical services outlined in this proposal that includes all field work, laboratory testing, and the report, our budget estimate is as follows:

TASK	FEE	Authorized by Client Yes / No
Geotechnical Exploration as outlined	\$ 20,236.40	<input type="checkbox"/> Yes <input type="checkbox"/> No
Private Buried Utility Locate (Cost+15%)	\$ 1,000	<input type="checkbox"/> Yes <input type="checkbox"/> No

See the attached budget estimate for additional cost estimate detail. Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

Proposal for Supplemental Geotechnical Engineering Services

Pedestrian Bridge over US-31 near Wald Park

Vestavia, Alabama ■ August 22, 2017

Terracon Proposal PE1165423 Revised



This proposal is valid only if authorized within sixty days from the listed proposal date. We appreciate the opportunity to work with you as part of your TEAM and look forward to assisting you on this project. Should you have any questions concerning this proposal, please do not hesitate to contact our office.

Very truly yours,
Terracon Consultants, Inc.

A handwritten signature in black ink that reads "Charlie Bragg".

Charlie L. Bragg
Assistant Project Manager

A handwritten signature in black ink that reads "Jerome A. Smith".

Jerome A. Smith, P.E.
Manager, Geotechnical Services

Attachments: Supplement to Agreement for Services
Cost Estimate

Budget Estimate Worksheet



Project Supplemental Geotechnical Services for Pedestrian Bridge over US-31 near Wald Park
Proposal No. PE1165423 Revised (Supplement to PE1140012)

Location Vestavia Hills, Alabama

Quantity	<u>FIELD SERVICES</u>			
1	Drill Rig Mobilization/demob	Min	577.50	577.50
60	SPT borings	Ft	10.53	631.80
0	Thin-Wall Tube Samples	Ea	46.54	0.00
60	Rock Coring	Ft	33.35	2,001.00
3	Rock Core Set Up	Ea	75.00	225.00
60	Temporary Casing	Ft	6.00	360.00
3	Water Truck	Dy	262.50	787.50
0	Asphalt Cores	Ea	150.00	0.00
20	Staff Professional 3	Hr	138.80	2,776.00
2	Staff Professional 4	Hr	152.66	305.32
1	Clearing (C+10%)	Ls	800.00	800.00
	Estimated Field Services			8,464.12
	 <u>LABORATORY TESTING</u>			
20	Natural Moisture Content	Ea	23.66	473.20
4	Atterberg Limits	Ea	94.63	378.52
4	Sieve Analysis	Ea	94.63	378.52
0	Triaxial Shear	Ea	220.08	0.00
2	Unconfined Compression Test	Ea	94.63	189.26
0	Standard Proctor	Ea	119.29	0.00
0	Hydrometer	Ea	236.58	0.00
0	Consolidation Test	Ea	425.84	0.00
1	pH (C+10%)	Ea	10.00	10.00
1	Sulfates (C+10%)	Ea	80.00	80.00
1	Resistivity (C+10%)	Ea	40.00	40.00
1	Chlorides (C+10%)	Ea	80.00	80.00
0	Topsoil test (C+10%)	Ea	110.00	0.00
	Estimated Laboratory Testing			1,629.50
	 <u>ENGINEERING SERVICES-Bridge</u>			
	Staff Professional 1	Hr	86.88	0.00
26	Staff Professional 2	Hr	96.23	2,501.98
20	Staff Professional 3	Hr	138.80	2,776.00
8	Staff Professional 4	Hr	152.66	1,221.28
4	Staff Professional 5	Hr	221.18	884.72
20	Draftsman	Hr	79.64	1,592.80
20	Administrative Assistant	Hr	58.30	1,166.00
	Estimated Engineering Services			10,142.78
	 TOTAL ESTIMATED BUDGET			\$20,236.40

Project No. DE-IBRD-A104(916)
County Jefferson
Description Pedestrian Walkway Over US-31 in Vestavia Hills Near Wald Park
Scope of Work Supplemental Agreement #1 - Additional Preliminary Roadway, Bridge & Architectural Plans, Update Environmental Studies/Document, Additional Survey, Re-Design Roadway Plan & Bridge Plans, Revise Geotechnical Investigation and Recommendations
Project Length 0.06 Miles
Consultant Gresham, Smith and Partners

SUPPLEMENTAL FEE PROPOSAL SUMMARY		Brief Description of Change / Additional Work Needed
Additional Preliminary Roadway, Bridge & Architectural Plans		
Additional Preliminary Roadway & Bridge Plans & Cost Estimates	\$23,200	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Result of this effort a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction. Includes time/cost to prepare and resubmit 30%/Bridge type, size and location (TS&L) plans to ALDOT for approval.
Additional Preliminary Architectural Plans & Cost Estimates	\$38,658	Developed a number of additional preliminary bridge layout alternatives (ramping, elevator, stairs & bridge location) and preliminary construction cost estimates to make construction easier and reduce construction cost. Also developed architectural concepts and renderings of proposed bridge architecture. Results of this effort was a decision to shift the bridge approximately 30' to the south and move the elevator/stair tower to the south side of the bridge to facilitate easier construction and architectural concepts to move forward with.
Additional Environmental Studies & Document (PCE-1)	\$13,046	The original environmental document submitted to ALDOT in March 2012 was never approved. Environmental studies and agency concurrences must be updated, and environmental document must be updated to PCE-1. Also includes cost for cultural resources study requested by the Alabama-Coushatta Tribe of Texas.
Additional Field Surveys	\$2,879	Additional field survey needed to tie stairs and sidewalk into Library in the Forest (not included in the scope of the original project/survey)
Revised Roadway (Bridge Site) Plans	\$44,136	Re-design and revise roadway (site) plans to move bridge 30' to south and go back through 30% and Plan-in-Hand reviews. Also expands plans to full set of ALDOT plans to be bid by ALDOT (originally scoped plans were an abbreviated set of plans to be bid by the City of Vestavia Hills).
Revised Pedestrian Bridge Plans	\$60,857	Re-design and revise bridge plans to move bridge 30' to south. Also includes structural design and detailing of architectural elements for bridge and railing/fencing system on main span.
Utility Relocation Plans	\$9,915	Design of relocation plans for 12" water main and ALDOT buried fiber optic line in conflict with new bridge pier. At this point, we are assuming that this utility relocation work will be included in the bridge construction project.
Architectural Design Services	\$48,156	Design of architectural elements of bridge including railing/fencing system on main span, overlook and stairs, elevator/stair tower (includes veneers and finishes), roof system, and other architectural features. Includes coordination time with subconsultants performing structural, mechanical, electrical and plumbing design for elevator/stair tower. Architectural design work was not included in original scope of services or fee. Includes time to address comments from Alabama Building Commission.
Structural Design (Elevator & Stair Tower)	\$18,407	Structural design work for elevator and stair tower.
Mechanical, Electrical, Plumbing & Lighting Design	\$5,250	Mechanical, electrical and plumbing design work, primarily related to elevator. Also includes lighting design for tower, stairs and bridge walkway.
Geotechnical (Supplemental)	\$22,298	Geotechnical field work and recommendations must be re-done due to moving bridge 30' to the south (ALDOT requirement). Also adding geotechnical investigation and recommendations for possible retaining wall on west side to shorten main span length.
GRAND TOTAL FEE	\$286,802	

RESOLUTION NUMBER 5073

A RESOLUTION DEDICATING CERTAIN STREETS IN LIBERTY PARK TO THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, on April 15, 1985, the City Council of the City of Vestavia Hills approved and adopted Ordinance Number 751, which in substance, and in very general terms, provides that an acceptance of a dedication can only be accomplished by the approval by the City Council of a formal resolution adopted at a regularly scheduled meeting or a special meeting called for that specific purpose and that the developer who offers dedication of land for public streets and roads must execute and deliver an agreement guarantying that all improvements for construction of public streets and roads will meet city requirements; and

WHEREAS, Ordinance Number 751 provides, among other things as follows:

“The City shall not accept the dedication until such time as every lot in the subdivision as shown on the plat has been developed with the construction of a home or other building;” and

WHEREAS, on September 30, 1992, the City of Vestavia Hills, Alabama (“City”) and Liberty Park Joint Venture (“LPJV”) entered into an Annexation Agreement which provides in Section 9 on Page 18 of said agreement as follows:

“9.1. LPJV agrees to pay the cost of the installation of all fireplugs required by state or municipal regulations for the Development. In addition, LPJV agrees to pay the cost of the first three (3) years rental, at standard rental charges, on such fireplugs.

9.2. The City will not be required to provide landscaping maintenance to any intensely landscaped areas of the Development located on public rights-of-way. The City will grant LPJV such access and easements to the public rights-of-way necessary to landscape and maintain any such public rights-of-way.

9.3. LPJV agrees to install at its sole expense any and all initial street lighting required by state or municipal regulations for the Development at the time of the initial development of the Development, and LPJV shall have the right to install, at its expense, any additional or decorative lighting LPJV deems appropriate in the Development;” and

WHEREAS, On October 7, 1992, the Legislature of the State of Alabama enacted Act Number 92-708, a local law, which annexed the Liberty Park property to the City of Vestavia Hills, Alabama; and

WHEREAS, the Liberty Park property was not fully and completely developed at the time of its annexation to the City and

WHEREAS, the streets and roadways were not offered for dedication by LPJV or accepted by the City; and

WHEREAS, on May 19, 1994, a lawsuit was filed in the Civil Division of the Circuit Court of Jefferson County, Alabama, that challenged the validity of the annexation; and

WHEREAS, on January 13, 1995, the Supreme Court of Alabama decided the case of *The City of Birmingham, et al v. City of Vestavia Hills, 654 So 2d.532(1995)* and held that the annexation is valid and legally binding; and

WHEREAS, LPJV has offered to the City dedication of certain streets and roadways on and in the Liberty Park property subject to the terms, provisions and conditions of an agreement by and between the City and LPJV regarding the future responsibilities of repair and maintenance of said streets, roadways and rights-of-way. Said streets, roadways and rights-of-way are detailed in the attached Exhibit A which is incorporated into this Resolution Number 5073 by reference as though set out fully herein; and

WHEREAS, the City and LPJV have negotiated an amendment to the Annexation Agreement regarding the legal responsibility for the future maintenance and repair of the streets, roadways and rights-of-way offered for dedication by LPJV; and

WHEREAS, a copy of the amendment to the Annexation Agreement is attached hereto, marked as Exhibit B and is incorporated into this Resolution Number 5073 by reference as though set out fully herein; and

WHEREAS, the City finds and determines that the acceptance of the offer of dedication of certain streets, roadways and rights-of-way as detailed in Exhibit A in and on the Liberty Park property by LPJV subject to the terms, provisions and conditions of Exhibit B will provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the inhabitants of the City of Vestavia Hills, Alabama.

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

1. All streets, roadways and rights-of-way including those portions of Liberty Parkway, River Run Lane and Lake Parkway as described in the attached Exhibit A are hereby dedicated subject to the terms, provisions and conditions of Exhibit B; and
2. This Resolution shall become effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 23rd day of July, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk



April 25, 2018

Jeffrey Downes
City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

RE: Dedication of Liberty Parkway to the City of Vestavia Hills

Dear Mr. Downes:

The purpose of this letter is to confirm that the Liberty Park Master Owners' Association and Liberty Park Joint Venture, LLP wish to dedicate certain roads within Liberty Park to the City of Vestavia Hills. We feel that the dedication of Liberty Parkway, Lake Parkway and River Run Lane will allow for more law enforcement presence and safety for the residents of Liberty Park. Please let us know if you need anything further in this regard.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Arterburn".

Shawn Arterburn
Vice President - Development

cc: Joseph F. Breighner, Jr., Schoel Engineering
James Parsons, Schoel Engineering

**LEGAL DESCRIPTION
LIBERTY PARK ROADWAY DEDICATION**

Being existing private roads situated in Section 12, Township 18 South, Range 2 West; and Section 7, Section 8 and Section 5, all in Township 18 South, Range 1 West, Jefferson County, Alabama, being more particularly described as follows:

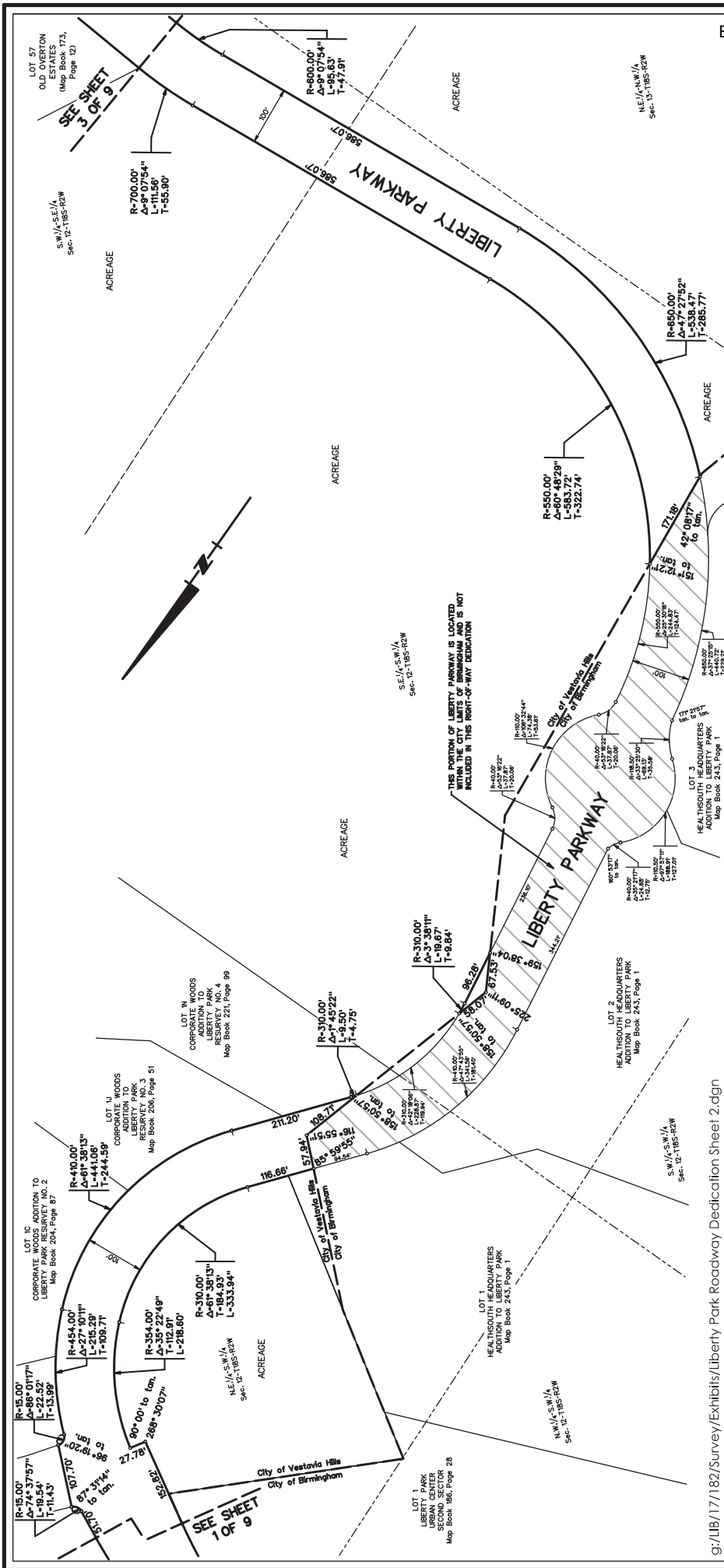
All of that private road known as Liberty Parkway located within the municipal limits of the City of Vestavia Hills, Alabama and lying between the Easterly right-of-way line of Interstate Highway I-459/Old Overton Road and the Northwesterly right-of-way line of Sicard Hollow Road (as depicted on Sheets 1 through 6 of the attached exhibit). LESS AND EXCEPT any portion of Liberty Parkway located within the municipal limits of the City of Birmingham (as depicted on Sheet 2 of the attached exhibit).

AND

All of that private road known as River Run Lane located within the municipal limits of the City of Vestavia Hills, Alabama and lying between the Easterly right-of-way line of Interstate Highway I-459 and the Westerly right-of-way line of the aforementioned Liberty Parkway (as depicted on Sheet 1 of the attached exhibit).

AND

All of that private road known as Lake Parkway located within the municipal limits of the City of Vestavia Hills, Alabama, from the Northerly right-of-way line of the aforementioned Liberty Parkway to the intersection of Lake Parkway with Lake Colony Way (a private road) and Old Overton Club Road (a private road), including the traffic circle that exists at said intersection (as depicted on Sheets 7 through 9 of the attached exhibit).



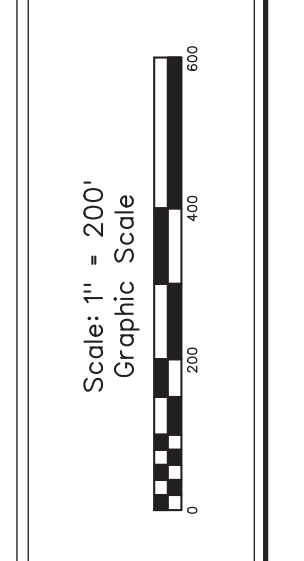
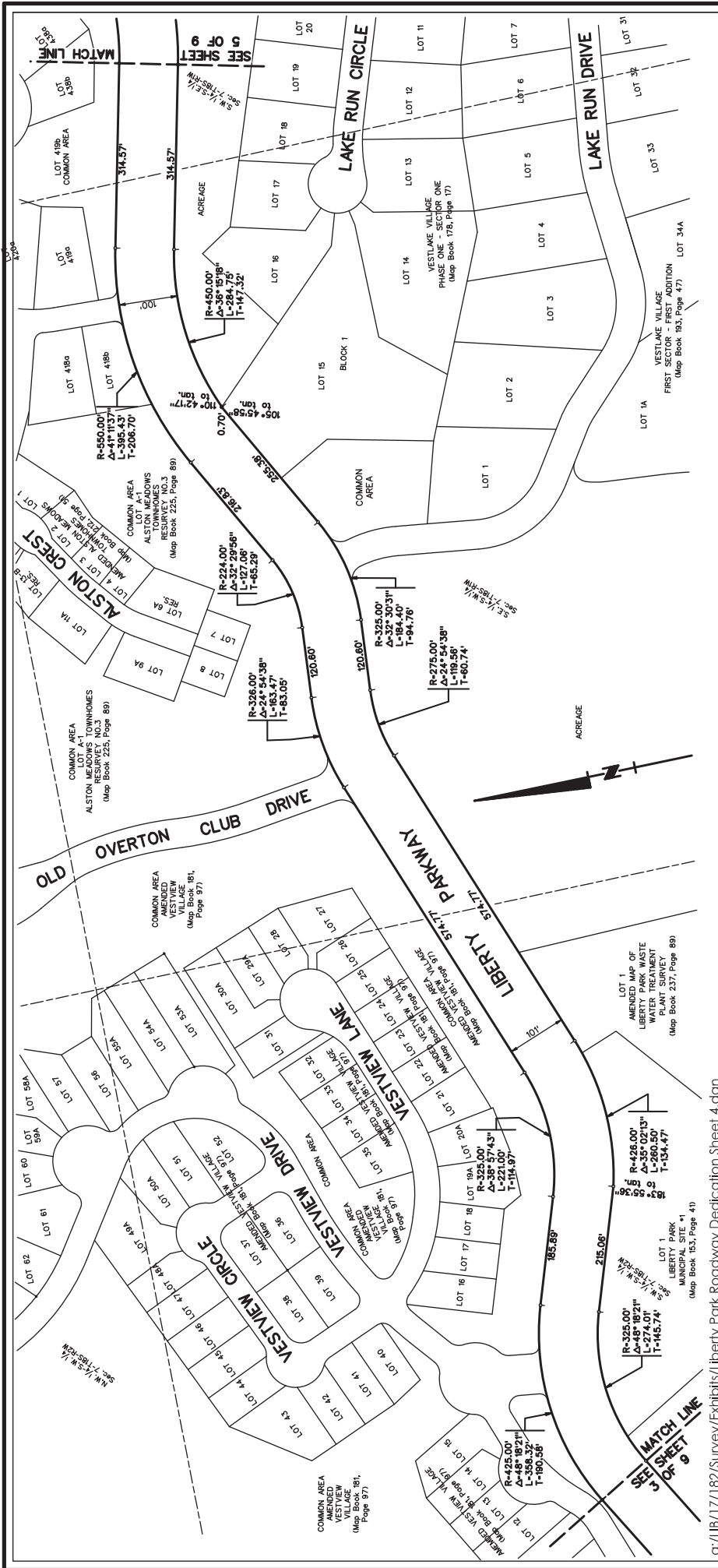
Scale: 1" = 200'
 Graphic Scale

LIBERTY PARK ROADWAY
 DEDICATION EXHIBIT

DATE: JULY, 2018

SHEET 2 OF 9

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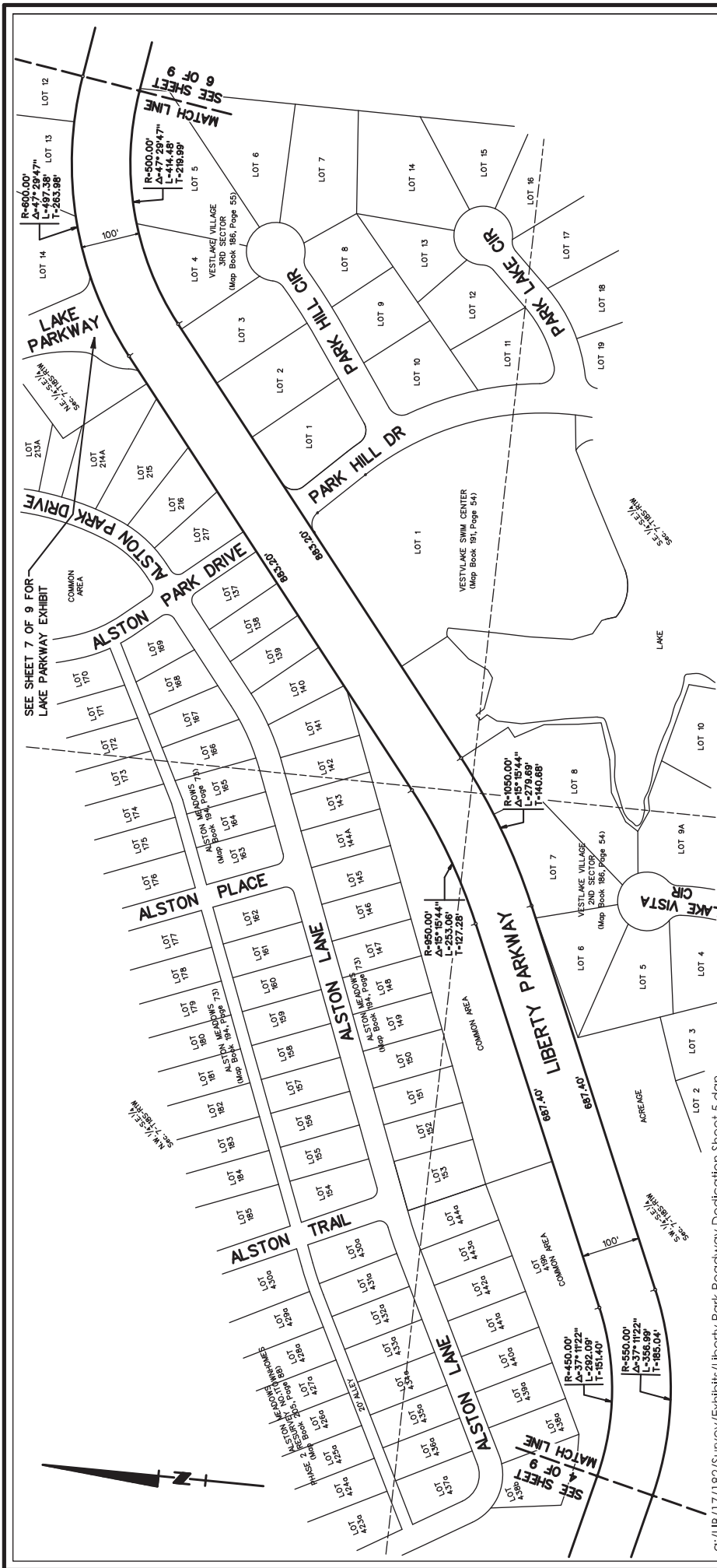


**LIBERTY PARK ROADWAY
DEDICATION EXHIBIT**

SHEET 4 OF 9

DATE: JULY, 2018

g:/LIB/17/182/Survey/Exhibits/Liberty Park Roadway Dedication Sheet 4.dgn



SCHODEL
 Consulting Engineers
 Surveying
 Environmental
 Water Resources
 High Definition
 Surveying

1001 22nd Street South
 Birmingham, Alabama 35205
 205.923.6166

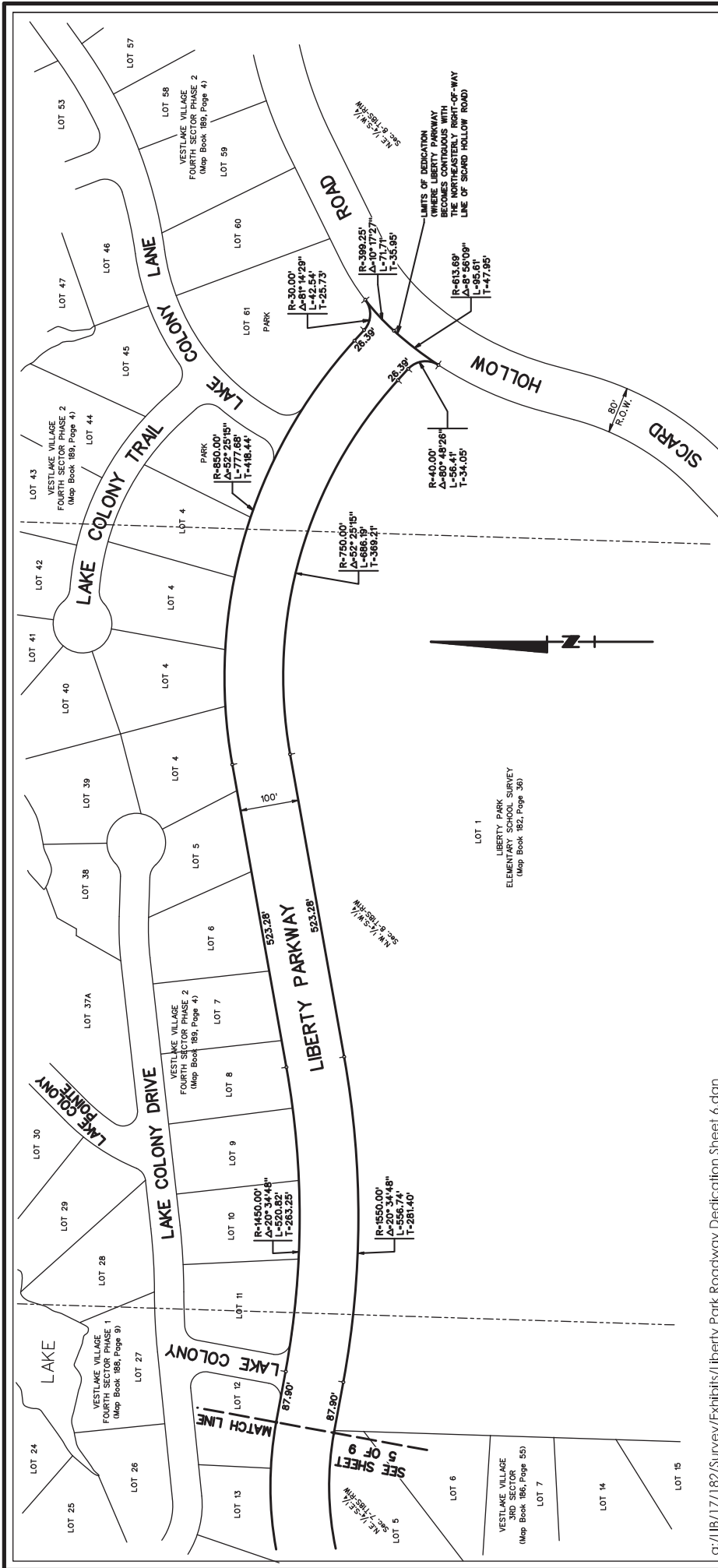
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**LIBERTY PARK ROADWAY
 DEDICATION EXHIBIT**

SHEET 5 OF 9

DATE: JULY, 2018

g:/LIB/17182/Survey/Exhibits/Liberty Park Roadway Dedication Sheet 5.dgn



SCHROEDER
 Consulting Engineers
 Surveying
 Environmental
 Water Resources
 High Definition
 Surveying
 1001 22nd Street South
 Birmingham, Alabama 35205
 205.923.6166

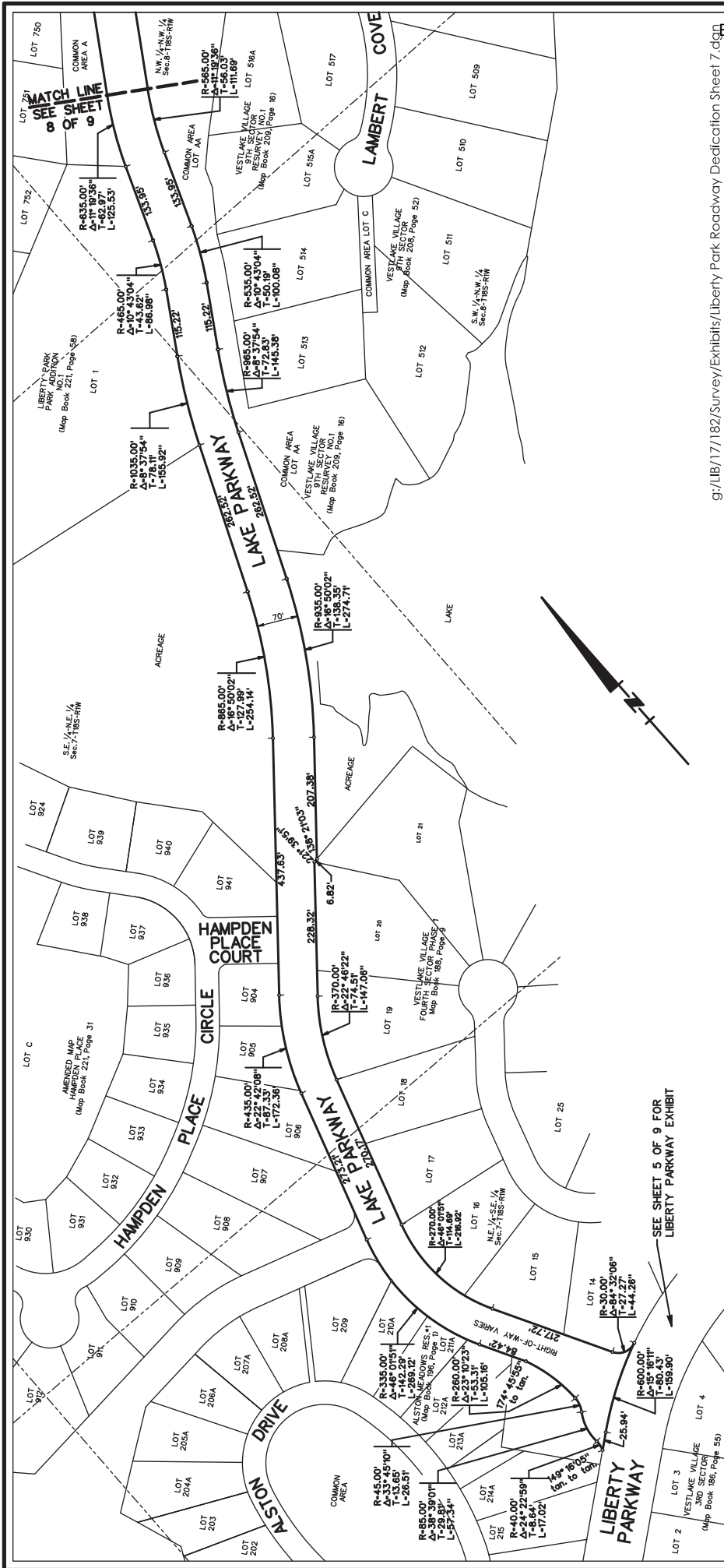
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**LIBERTY PARK ROADWAY
 DEDICATION EXHIBIT**

DATE: JULY, 2018

SHEET 6 OF 9

g:/LIB/17/182/Survey/Exhibits/Liberty Park Roadway Dedication Sheet 6.dgn

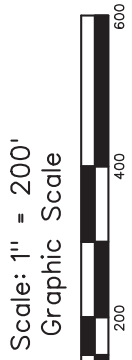


g:\LIB\171182\Survey\Exhibits\Liberty Park Roadway Dedication Sheet 7.dwg

Exhibit A - Resolution No. 5073

SCHUBEL
 Consulting Engineers
 Surveying
 Environmental
 Water Resources
 High Definition
 Surveying

1001 22nd Street South
 Birmingham, Alabama 35205
 205.923.6166

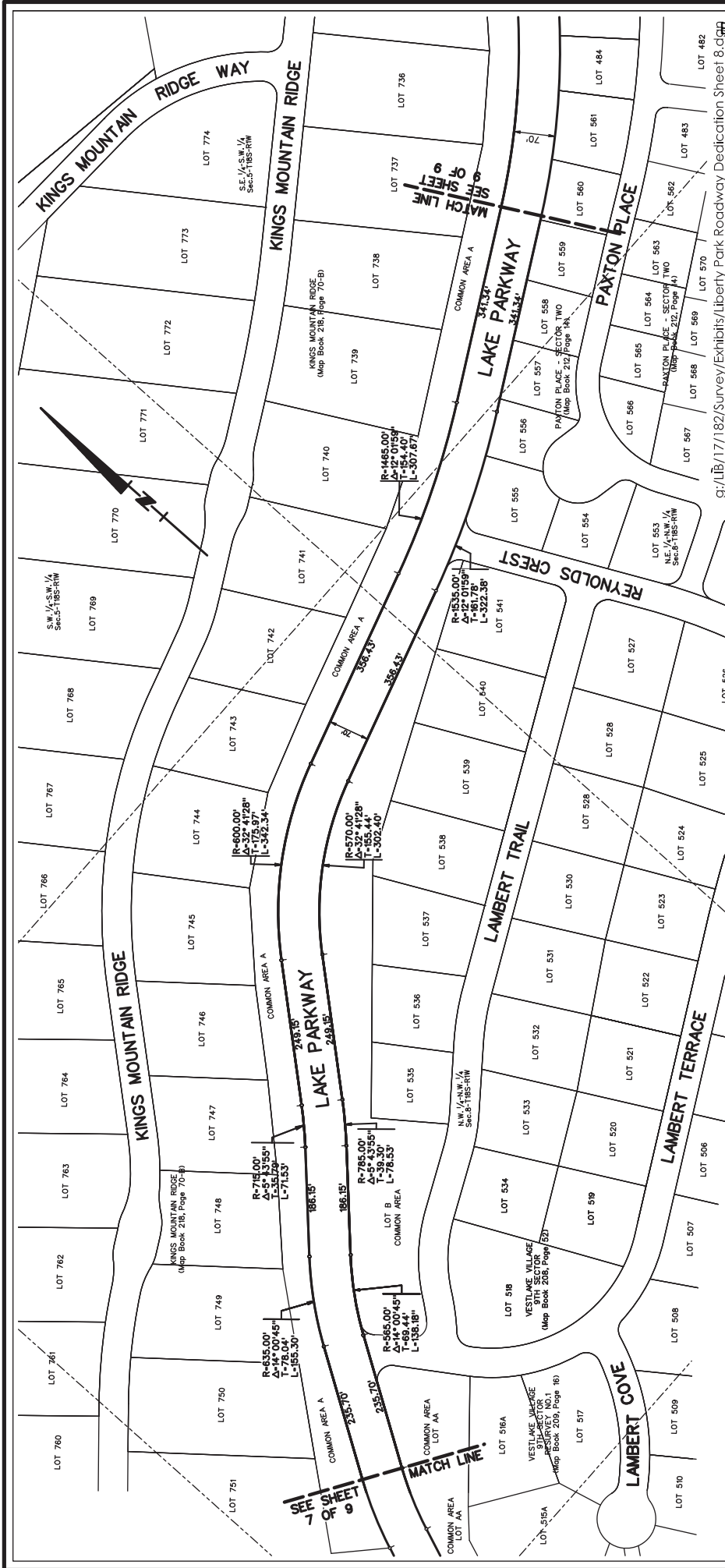


**LIBERTY PARK ROADWAY
 DEDICATION EXHIBIT**

SHEET 7 OF 9

DATE: JULY, 2018

Liberty Park Roadway Dedication Sheet 7.dwg, 7/20/18, 11:34:11 AM



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SCHODEL
 Consulting Engineers
 Surveying
 Environmental
 Water Resources
 High Definition
 Surveying

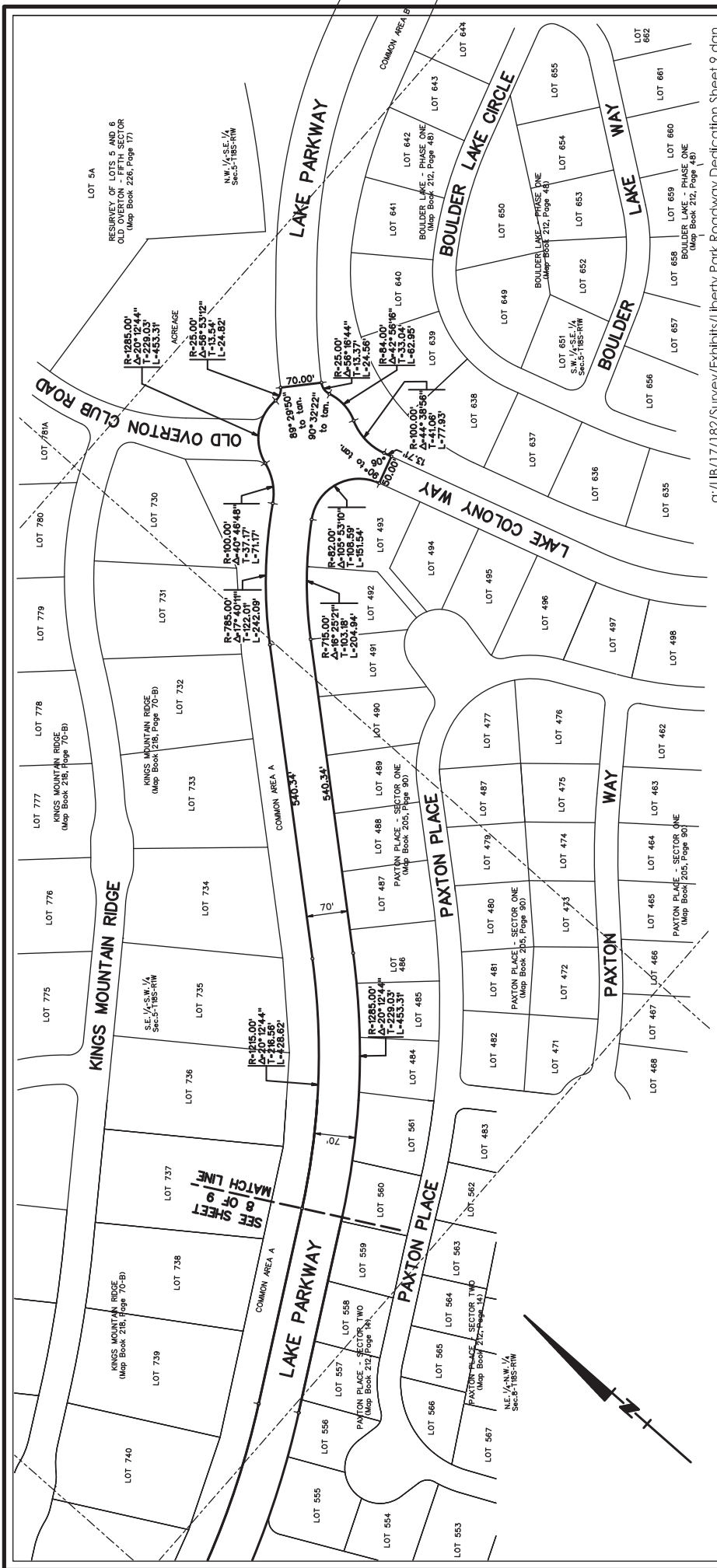
1001 22nd Street South
 Birmingham, Alabama 35205
 205.323.6166

Scale: 1" = 200'
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DATE: JULY, 2018

LIBERTY PARK ROADWAY
DEDICATION EXHIBIT

SHEET 8 OF 9



g:/LIB/171182/Survey/Exhibits/Liberty Park Roadway Dedication Sheet 9.dwg

SCHODEL
 Consulting Engineers
 Surveying
 Environmental
 Water Resources
 High Definition
 Surveying

1001 22nd Street South
 Birmingham, Alabama 35205
 205.933.6166

Scale: 1" = 200'
 Graphic Scale

**LIBERTY PARK ROADWAY
 DEDICATION EXHIBIT**

SHEET 9 OF 9

DATE: JULY, 2018

EXHIBIT B

Liberty Park Roadway Maintenance Agreement and Amendment to the Liberty Park Annexation Agreement

City Responsibilities:

Any and all maintenance performed by the City on the subject roadway shall be at the direction and discretion of the City Manager/City Engineer and shall include the following items within the publically dedicated right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Traffic Control – This includes, but is not limited to, striping, markings, signals*, traffic control signage, and associated items serving side road connections. *Signal maintenance is anticipated to be added to Jefferson County Roads and Transportation maintenance agreement.
3. Drainage – The City shall maintain drainage of cross drains under the road. The City will work in conjunction with Owner to maintain all roadside inlets and drains that contribute flow to these cross drains.
4. Utilities – The City will review applications for permits, direct, and inspect all utilities to be placed, repaired, or otherwise altered within the right-of-way of the roadway in accordance with City requirements and regulations.
5. Road side hazard determination – The City has review and permitting authority for any encroachments of the roadway that could be considered a safety hazard per ALDOT specifications. (example -- illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.) **The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.**
6. Access Permits – The City shall have review and permitting authority for any requests for side road or driveway access to the roadway. This will be reviewed and permitted per City Engineering standards. **The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.**
7. Other – The City is considered to have permission from the Owner to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (including, but not limited to sand application during an ice or snow event).
8. **No denied access to the Public right-of-way will be allowed. Any pre-existing gates along the subject roadways are to be removed by owner at no cost to the City.**

Owner Responsibilities:

The Owner shall be responsible for maintenance and installation of the following:

1. Vegetation- the Owner will maintain and manage all vegetation, landscaping, lighting, irrigation, along the right-of-way, including roadside, medians, and roundabout areas.
2. Pedestrian Ways – any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the Owner.
3. Guardrails
4. Curb and Gutter; drainage inlet tops, grates, and covers; manhole and other utility covers.
5. Street and directional signage – The Owner has responsibility to install and maintain street signs and other directional signage. This is subject to City discretion for any potential road side hazard considerations.
6. Dam and Lake Embankments – The Owner shall retain responsibility for all dam and lake embankment maintenance, including periodic inspections and routine maintenance on outlet controls, erosion stabilization, and vegetation management. This shall include management of water levels to minimize impact to the roadway.
7. Other – The Owner shall notify the City of any proposed work within the right-of-way of the subject roadways. All work shall be reviewed and inspected by the City Engineer and his/her staff and determined to meet City specifications as determined by the City Engineer.

The Owner shall perform all listed Owner responsibilities. Should the Owner not perform these responsibilities, the City is authorized to perform the work that must be done in the interest of public safety and/or improving any situation that without attention would adversely impact the roadway. The City may bill the Owner for the costs incurred by the City for labor, equipment, and materials for the said work.

Agreed to

Liberty Park Joint Venture

By: _____

Its: _____

Date: _____

City of Vestavia Hills

By: _____

Ashley Curry

Its: Mayor

Date: _____

By: _____

Jeffrey Downes

Its: City Manager

Date: _____

ORDINANCE NUMBER 2778

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A MAINTENANCE AGREEMENT WITH LIBERTY PARK JOINT VENTURE FOR MAINTENANCE OF CERTAIN STREETS, ROADWAYS AND RIGHTS-OF-WAY DEDICATED WITH THE ADOPTION OF RESOLUTION NUMBER 5073

WHEREAS, on July 23, 2018 following a public hearing, the City Council of the City of Vestavia Hills, Alabama, adopted and approved Resolution Number 5073 accepting the dedication of certain streets, roads and rights-of-ways in Liberty Park pursuant to the terms and conditions of a certain maintenance agreement; and

WHEREAS, a copy of said maintenance agreement is marked as Exhibit A, attached to and incorporated into this Ordinance Number 2778 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the Mayor and City Manager to execute and deliver said maintenance agreement.

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

1. The Mayor and City Manager are hereby authorized to execute and deliver said maintenance agreement as shown in the attached Exhibit A; and
2. This Ordinance Number 2788 shall become effective immediately upon adoption and posting/publishing pursuant to Alabama law.

ADOPTED and APPROVED this the 23rd day of July, 2018.

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 # 2778 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 23rd day of July, 2018 as same appears in the official records of said City.

Posted at Vestavia Hills City Hall, Vestavia Hills Library in the Forest, Vestavia Hills New Merkle House and Vestavia Hills Recreational Center this the _____ day of _____, 2018.

Rebecca Leavings
City Clerk

EXHIBIT B

Liberty Park Roadway Maintenance Agreement and Amendment to the Liberty Park Annexation Agreement

City Responsibilities:

Any and all maintenance performed by the City on the subject roadway shall be at the direction and discretion of the City Manager/City Engineer and shall include the following items within the publically dedicated right-of-way of the subject roadways:

1. Roadway Surface and Roadbed Maintenance
2. Traffic Control – This includes, but is not limited to, striping, markings, signals*, traffic control signage, and associated items serving side road connections. *Signal maintenance is anticipated to be added to Jefferson County Roads and Transportation maintenance agreement.
3. Drainage – The City shall maintain drainage of cross drains under the road. The City will work in conjunction with Owner to maintain all roadside inlets and drains that contribute flow to these cross drains.
4. Utilities – The City will review applications for permits, direct, and inspect all utilities to be placed, repaired, or otherwise altered within the right-of-way of the roadway in accordance with City requirements and regulations.
5. Road side hazard determination – The City has review and permitting authority for any encroachments of the roadway that could be considered a safety hazard per ALDOT specifications. (example -- illegal signs, fences, retaining walls, headwalls, non-breakaway mailboxes, etc.) **The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.**
6. Access Permits – The City shall have review and permitting authority for any requests for side road or driveway access to the roadway. This will be reviewed and permitted per City Engineering standards. **The City recognizes this will be in coordination with Owner's ARC or other owner design review approvals.**
7. Other – The City is considered to have permission from the Owner to perform services not expressly named in this document within the right-of-way of the roadway that are considered to be in the best interest of public safety (including, but not limited to sand application during an ice or snow event).
8. **No denied access to the Public right-of-way will be allowed. Any pre-existing gates along the subject roadways are to be removed by owner at no cost to the City.**

Owner Responsibilities:

The Owner shall be responsible for maintenance and installation of the following:

1. Vegetation- the Owner will maintain and manage all vegetation, landscaping, **lighting**, irrigation, along the right-of-way, including roadside, medians, and roundabout areas.
2. Pedestrian Ways – any sidewalks, crosswalks, disabled access ramps, or other features of this nature shall be the responsibility of the Owner.
3. Guardrails
4. Curb and Gutter; drainage inlet tops, grates, and covers; manhole and other utility covers.
5. Street and directional signage – The Owner has responsibility to install and maintain street signs and other directional signage. This is subject to City discretion for any potential road side hazard considerations.
6. Dam and Lake Embankments – The Owner shall retain responsibility for all dam and lake embankment maintenance, including periodic inspections and routine maintenance on outlet controls, erosion stabilization, and vegetation management. This shall include management of water levels to minimize impact to the roadway.
7. Other – The Owner shall notify the City of any proposed work within the right-of-way of the subject roadways. All work shall be reviewed and inspected by the City Engineer and his/her staff and determined to meet City specifications as determined by the City Engineer.

The Owner shall perform all listed Owner responsibilities. Should the Owner not perform these responsibilities, the City is authorized to perform the work that must be done in the interest of public safety and/or improving any situation that without attention would adversely impact the roadway. The City may bill the Owner for the costs incurred by the City for labor, equipment, and materials for the said work.

Agreed to

Liberty Park Joint Venture

By: _____

Its: _____

Date: _____

City of Vestavia Hills

By: _____

Ashley Curry

Its: Mayor

Date: _____

By: _____

Jeffrey Downes

Its: City Manager

Date: _____

RESOLUTION NUMBER 5074

**A RESOLUTION TO REDUCE THE CORPORATE
LIMITS OF THE CITY OF VESTAVIA HILLS,
ALABAMA, AND THE BOUNDARIES THEREOF
REESTABLISHED**

WHEREAS, on HealthSouth is the owner of property described as Lot 1, HealthSouth Headquarters Addition to Liberty Park (MB 243, MP 1) and located on Liberty Parkway, Vestavia Hills, Alabama; and

WHEREAS, a portion of Lot 1, HealthSouth Headquarters Addition to Liberty Park (“hereinafter known as “The Property”) lies within the corporate limits of the City of Vestavia Hills, said portion is illustrated and more particularly described in a map and legal description marked as Exhibit A attached to and incorporated into this Resolution Number 5074 as though written fully therein; and

WHEREAS, Arthur E. Wilson Jr., Chief Real Estate Officer for HealthSouth in a letter dated August 15, 2016 has filed a petition with the City Council of the City of Vestavia Hills requesting de-annexation of The Property that lies within the City of Vestavia Hills corporate limits, a copy of which is marked as Exhibit B, attached to and incorporated into this Resolution Number 5074 as though written fully therein; and

WHEREAS, the Mayor and Council agree it is in the best public interest to grant HealthSouth’s request determining that The Property described in Exhibit A located on Liberty Parkway, Vestavia Hills, Alabama is of no benefit to the City.

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

1. This action is taken pursuant to the authority set forth in Title 11-42-200, et. seq., Code of Alabama, 1975; and

2. That petition signed by Arthur E. Wilson, Jr., HealthSouth, represents as owner of The Property; and

3. The City Council of the City of Vestavia Hills, Alabama, has determined and decided that the public good requires that the request of HealthSouth is due to be granted; and

4. That the legal description of the property to be de-annexed is described as follows:

A portion of Lot 1, HealthSouth Headquarters Addition to Liberty Park (MB 243, MP 1)
HealthSouth, owner

More Particularly described as follows:

A part of Lot 1, HealthSouth Headquarters Addition to Liberty Park, as recorded in Map Book 243, Page 1 in the Office of the Judge of Probate of Jefferson County, Alabama, being situated in the N.E. 1/4 of the S.W. 1/4 of Section 12, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows: Begin at the Easternmost corner of Lot 1, HealthSouth Headquarters Addition to Liberty Park, said point also being on the Northwesterly line of Liberty Parkway (a private road); thence in a Southwesterly direction along the Southeasterly line of said Lot 1 and the Northwesterly line of Liberty Parkway a distance of 44.70 feet to a point; thence $94^{\circ}00'05''$ to the right in a Northwesterly direction (leaving Liberty Parkway) a distance of 245.65 feet to a point on the Northeasterly line of said Lot 1; thence $169^{\circ}34'56''$ to the right in a Southeasterly direction along the Northeasterly line of said Lot 1 a distance of 246.59 feet to the Point of Beginning. Containing 5,477 square feet or 0.126 acre.

5. The property owned by HealthSouth located in the City of Vestavia Hills, Jefferson County, Alabama, more particularly described in paragraph 4 above is hereby de-annexed from the corporate city limits of the City of Vestavia Hills, Alabama.

6. The corporate limits of the City of Vestavia Hills, Alabama, are hereby reduced so as to exclude the territory described in paragraph 4 above and the boundaries of the City are hereby re-established accordingly.

7. That pursuant to Section 11-42-201 of the Code of Alabama, 1975, the Clerk shall certify a copy of such Resolution, together with a plat or map correctly defining the corporate limits proposed to be established and the names of all qualified electors residing in the territory proposed to be excluded from the area of such corporation and file the same with the Judge of Probate of Jefferson County.

DONE, ORDERED, APPROVED and ADOPTED this the 23rd day of July, 2018.

Ashley C. Curry
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca H. Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Resolution 5074 is a true and correct copy of such Resolution that was duly adopted by the City Council of the City of Vestavia Hills on the 23rd day of July, 2018, as same appears in the official records of said City.

Rebecca Leavings
City Clerk

LOT 1
LIBERTY PARK URBAN CENTER
SECOND SECTOR
(Map Book 186, Page 28)

Scale: 1" = 100'
Graphic Scale



City of Birmingham
City of Vestavia Hills

N.E. 1/4 - S.W. 1/4
Sec. 12 - T18S - R3W

ACREAGE

AREA TO BE DEANNEXED

100'

Point of Beginning

169° 34' 56"

246.59'

245.65' City of Birmingham

94° 00' 05"

44.70'

LIBERTY PARKWAY
(A PRIVATE ROAD)

LOT 1J
CORPORATE
WOODS ADDITION
TO LIBERTY PARK
RESURVEY NO. 3
(Map Book 206,
Page 51)

LOT 1
HEALTHSOUTH HEADQUARTERS
ADDITION TO LIBERTY PARK
(Map Book 243, Page 1)

LOT 1N
CORPORATE WOODS
ADDITION TO LIBERTY PARK
RESURVEY NO. 4
(Map Book 221, Page 99)

LOT 2
HEALTHSOUTH HEADQUARTERS
ADDITION TO LIBERTY PARK
(Map Book 243, Page 1)

Owner: Baptist Health System, Inc.

City of Birmingham
City of Vestavia Hills

DEANNEXATION EXHIBIT

PREPARED BY:

WALTER SCHOEL ENGINEERING COMPANY, INC.

1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
(205) 323-6166

LEGAL DESCRIPTION
CITY OF VESTAVIA
DEANNEXATION PARCEL

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Begin at the Easternmost corner of Lot 1, HealthSouth Headquarters Addition to Liberty Park, said point also being on the Northwesternly line of Liberty Parkway (a private road); thence in a Southwesterly direction along the Southeasterly line of said Lot 1 and the Northwesternly line of Liberty Parkway a distance of 44.70 feet to a point; thence $94^{\circ}00'05''$ to the right in a Northwesternly direction (leaving Liberty Parkway) a distance of 245.65 feet to a point on the Northeasterly line of said Lot 1; thence $169^{\circ}34'56''$ to the right in a Southeasterly direction along the Northeasterly line of said Lot 1 a distance of 246.59 feet to the Point of Beginning.

Containing 5,477 square feet or 0.126 acre.



August 15, 2016

City of Vestavia
1032 Montgomery Hwy
Vestavia Hills, AL 35216
Attention: Rebecca Leavings
City Clerk/Zoning Official

Re: Liberty Park Development

HealthSouth Corporation is the owner of Lot 1 according to the Plat of HealthSouth Headquarters Addition to Liberty Park, recorded on May 16, 2015 in Map Book 243, Page 1 in the Office of the Judge of Probate of Jefferson County, Alabama. Lot 1 is currently within the city limits of the City of Birmingham and the city limits of the City of Vestavia as shown on the attached Exhibit A. By this letter, HealthSouth Corporation requests that the portion of Lot 1 located within the city limits of Vestavia Hills be de-annexed from Vestavia Hills (for annexation to the City of Birmingham).

Please consider this letter as HealthSouth's petition to de-annex the indicated portion of Lot 1 as shown on Exhibit A. Thank you.

Yours very truly,

A handwritten signature in blue ink that reads "Arthur E. Wilson, Jr.".

Arthur E. Wilson, Jr.
Chief Real Estate Officer