

ORDINANCE NUMBER 3154

AN ORDINANCE AUTHORIZING AND DIRECTING THE APPROVAL AND ACCEPTANCE OF AN OFFER BY GRESHAM SMITH DATED OCTOBER 5, 2022 PROPOSING TO REDESIGN THE PEDESTRIAN BRIDGE AND TO UPDATE THE CONSTRUCTION PLANS THEREOF; TO AUTHORIZE AND DIRECT THAT THE MAYOR AND CITY MANAGER EXECUTE AND DELIVER THE THIRD SUPPLEMENTAL AGREEMENT BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA (“CITY”), AS ‘OWNER,’ AND GRESHAM SMITH, AS “ARCHITECT/ENGINEER,” A COPY OF WHICH IS ATTACHED HERETO, MARKED AS EXHIBIT ONE AND INCORPORATED INTO THIS ORDINANCE NUMBER 3154 VERBATIM AS THOUGH SET OUT FULLY HEREIN; AND TO AUTHORIZE AND DIRECT THE CITY MANAGER TO TAKE SUCH OTHER, FURTHER AND ADDITIONAL ACTIONS NECESSARY FOR GRESHAM SMITH TO COMMENCE WITH THE PROFESSIONAL DESIGN, ENGINEERING AND ARCHITECTURAL SERVICES.

THIS ORDINANCE NUMBER 3154 is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 27th day of February, 2023.

WITNESSETH THESE RECITALS:

WHEREAS, the City Council of the City of Vestavia Hills, Alabama decided in year 2011 that it would promote the public welfare to construct a pedestrian bridge (“bridge”) over U.S. Highway 31 South at Round Hill Road as a connection between Wald Park and the Vestavia Hills Library in the Forest; and

WHEREAS, construction of the bridge will be supervised and funded in large part by the State of Alabama Department of Transportation (ALDOT) pursuant to ALDOT Project No. HPP-TAPBH-CMAQ-A104(916); and

WHEREAS, Gresham Smith & Partners, now Gresham Smith (GS), has agreed to provide the professional engineering and architectural services for the design and preparation of the construction plans for the bridge; and

WHEREAS, on July 25, 2011, the City Council approved and adopted Resolution Number 4214 authorizing and directing the execution and delivery of an Agreement between the City and Gresham Smith & Partners (GSP) for professional services and the design of the pedestrian bridge, which Agreement was signed by the City and GSP on September 27, 2011; and

WHEREAS, on July 23, 2018, the City Council approved and adopted Ordinance Number 2777 authorizing and directing the execution and delivery of a Supplemental Agreement by and between the City and GSP for “additional design services” for the design of the pedestrian bridge, which said Supplemental Agreement was signed by the City and GSP on October 23, 2018; and

WHEREAS, on September 6, 2018, Gresham Smith & Partners (GSP) changed its name to Gresham Smith (GS); and

WHEREAS, on July 24, 2020, GS submitted to the City a proposal to perform additional utility coordination services and utility-related plan revisions for and in consideration of a fee not to exceed \$35,458.00; and

WHEREAS, August 10, 2020, the City Council approved and adopted Ordinance Number 2940 that accepted the proposal to perform additional utility coordination services and utility-related plan revisions, and authorized and directed the execution and delivery of a document entitled “Supplemental Agreement Number 2 Between Owner and Architect/Engineer,” which was signed by the City and GS on September 24, 2020; and

WHEREAS, on May 13, 2021, GS submitted to the City a written proposal to perform an analysis of different bridge alternatives for redesigning the proposed bridge over U.S.-31 at Wald Park for and in consideration of a fee in the amount of \$42,400.00. The proposal was in letter form consisting of three pages, dated May 13, 2021, and signed by Blair Perry; and

WHEREAS, on June 14, 2021, the City Council approved and adopted Resolution Number 5327, which accepted the written letter/proposal. A copy of the proposal was attached to Resolution Number 5327, marked as Exhibit A and incorporated into Resolution Number 5327 by reference as though set out fully therein; and

WHEREAS, on October 5, 2022, GS submitted an offer to the City proposing Pedestrian Bridge Redesign and Construction Plans Update for and in consideration of Two Hundred Forty-six Thousand Eight Hundred Thirty Dollars (\$246,830.00); and

WHEREAS, the City Council finds and determines that it will promote the health, safety and general welfare of the City and its citizens to accept the offer of GS dated October 5, 2022 proposing to redesign and update the construction plans for the pedestrian bridge; and

WHEREAS, the City Attorney has prepared and submitted the Third Supplemental Agreement by and between the City and GS, a copy of which is attached hereto, marked as

Exhibit One and is incorporated into this Ordinance Number 3154 verbatim by reference as though set out fully herein; and

WHEREAS, the City Council further finds and determines that it will promote the health, safety and general welfare of the City and its citizens for the acceptance, approval, execution and delivery by the City of the Third Supplemental Agreement; and

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

SECTION ONE: RECITALS. The Recitals set forth in the premises above are hereby incorporated into this Ordinance Number 3154 by reference as though set out fully herein.

SECTION TWO: EXHIBIT. The following Exhibit is attached hereto and incorporated into this Ordinance Number 3154 by reference as though set out fully herein:

| <u>Exhibit Number</u> | <u>Description</u> |
|------------------------------|--|
| Exhibit One | Third Supplemental Agreement by and between the City, as “Owner,” and GS, as “Architect/Engineer.” |

SECTION THREE: ACCEPTANCE OF OFFER. The October 5, 2022 Offer by GS as set forth in Exhibit A to the Third Supplemental Agreement (Exhibit One to Ordinance Number 3154) is hereby accepted by the City of Vestavia Hills, Alabama.

SECTION FOUR: AGREEMENT FOR EXECUTION AND DELIVERY OF THIRD SUPPLEMENTAL AGREEMENT. The Mayor and City Manager are hereby authorized and directed to execute and deliver the Third Supplemental Agreement designated as Exhibit One to this Ordinance Number 3154 for and on behalf of the City of Vestavia Hills, Alabama.

SECTION FIVE: LEGAL ACTIONS AND EXECUTION AND DELIVERY OF DOCUMENTS. The City Manager is hereby authorized and directed to take any and all other legal actions and to execute and deliver any and all other documents necessary for him to comply with the requirements and obligations of this Ordinance Number 3154 that may not be specifically identified herein.

SECTION SIX: UNANIMOUS CONSENT FOR CONSIDERATION OF AND ACTION UPON APPROVAL, ADOPTION AND ENACTMENT OF ORDINANCE NUMBER 3154. The City Council shall have a unanimous consent of Ordinance Number 3154 and consider its approval, adoption and enactment thereof at its regularly scheduled meeting on

February 27, 2023 at 6:00 p.m. If approved, the City Council may adopt and enact Ordinance Number 3154 if unanimous consent of those present is given for immediate consideration as authorized by Title 11-45-2(b), *Code of Alabama, 1975*.

SECTION SEVEN: ARTICLE AND SECTION HEADINGS. The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

SECTION EIGHT: SEVERABILITY. If any part, section or subdivision of this Ordinance Number 3154 shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.


SECTION NINE: POSTING OF ORDINANCE NUMBER 3154: If the City Council approves, enacts and adopts Ordinance Number 3154, as written or as amended, then in such event, said ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.

SECTION TEN: EFFECTIVE DATE OF ORDINANCE NUMBER 3154. This Ordinance Number 3154 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975*.

SECTION ELEVEN: REPEAL OF ORDINANCE NUMBER 3120. Ordinance Number 3120 enacted on September 12, 2022 is hereby repealed.

DONE, ORDERED, APPROVED and ADOPTED on this the 27th day of February, 2023.

CITY OF VESTAVIA HILLS, ALABAMA

By 
Ashley C. Curry
Mayor

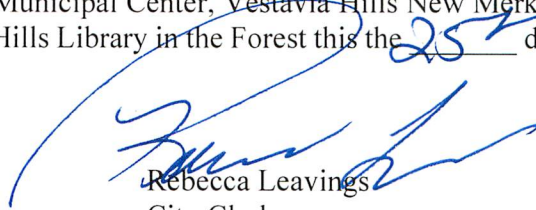
ATTESTED BY


Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #3154 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 27th day of February, 2023 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the 25th day of March, 2023.



Rebecca Leavings
City Clerk

STATE OF ALABAMA

JEFFERSON COUNTY

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

WITNESSETH THIS THIRD SUPPLEMENTAL AGREEMENT, made and entered into on this the 27th day of February, 2023, by and between the City of Vestavia Hills, Alabama, a municipal corporation, as “Owner,” hereinafter referred to as “City,” and Gresham Smith (formerly Gresham Smith & Partners), as “Architect and Engineer,” hereinafter referred to as “GS”.

WITNESSETH THESE RECITALS:

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

WHEREAS, Gresham Smith (“GS”) has agreed to provide the architectural and engineering services to redesign and update the construction plans for the proposed pedestrian bridge using the bridge beam selected in the Pedestrian Bridge Alternative Analysis for and in consideration of a fee in the amount of Two Hundred Forty-six Thousand Eight Hundred Thirty Dollars (\$246,830.00); and

WHEREAS, a copy of the written Proposal dated October 5, 2022 to perform the professional services is attached hereto, marked as Exhibit A and is incorporated into this Third Supplemental Agreement Between Owner and Architect/Engineer (the “Agreement”) as though set out fully herein; and

WHEREAS, the City Council hereby finds and determines that it promotes the public interest and general welfare for the City of Vestavia Hills, Alabama (“City”) to accept the Proposal marked as Exhibit A; and

WHEREAS, the City, as “Owner,” and GS, as “Architect/Engineer,” wish to reduce their agreement to writing.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, premises and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City and GS mutually agree as follows:

1. RECITALS: The recitals set forth in the premises above are hereby incorporated into this Third Supplemental Agreement Between Owner and Architect/Engineer by reference as though set out fully herein.

2. **EXHIBIT:** Exhibit A is attached hereto and is incorporated herein verbatim by reference as though set out fully herein.

3. **PROFESSIONAL ENGINEER AND REGISTERED ARCHITECT:**

(a) **Professional Engineer:** Gresham Smith represents, covenants and warrants 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. GS agrees to serve as Professional Engineer for the Project and the Work hereinafter described in sections 5 and 6.

(b) **Registered Architect:** Gresham Smith represents, covenants and warrants 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. GS agrees to serve as Registered Architect for the Project and the Work hereinafter described in sections 5 and 6.

4. **PARTIES TO THIS CONTRACT:** This Third 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, as “Architect and Engineer,” (hereinafter referred to as “GS”).

5. **THE PROJECT:** The project is the redesign of a pedestrian bridge (hereinafter referred to as “Bridge”) over U.S. Highway 31 South at Round Hill Road as a connection between Wald Park and the Vestavia Hills Library in the Forest and the update of construction plans.

6. **THE WORK:** The work is the redesign of the Bridge and the update 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”).

7. **PERFORMANCE OF THE WORK:** GS 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 GS commencing performance of such additional services.

8. **CONTRACT PRICE:** As consideration for this agreement, the City agrees to pay to GS for the faithful performance of the Work the sum of Two Hundred Forty-six Thousand Eight Hundred Thirty Dollars (\$246,830.00) (hereinafter referred to as the “Contract Price”). The breakdown of the Contract Price by task and process within the Work is further identified in Exhibit A.

9. **PAYMENT OF CONTRACT PRICE:** The City shall pay the Contract Price to GS in full upon completion of the Work described in paragraph 6 above and subject to the approval of ALDOT, the State, FHWA and the City. Payment will be in response to submission by GS 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.

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

11. **CONSTRUCTION SITE:** The City and GS acknowledge and agree that the Bridge will ultimately be constructed on, in and above the right-of-way of Highway U.S. 31 South (the "Construction Site"), which is not owned by the City. ALDOT will determine the exact location for the Construction Site. GS, therefore, shall perform the 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 redesign Work by GS. Should the location of the Construction Site be changed once GS has commenced performance of the Work, GS 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.

12. **STANDARD OF PERFORMANCE:** GS shall perform the Work with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional (Title 41-9A-3(d)(1), *Code of Alabama, 1975*).

13. **GENERAL COMPLIANCE WITH ALL LAWS:** GS 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 GS.

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

15. **APPROVAL OF WORK:** The Work shall be approved by ALDOT, the State, FHWA and the City. GS 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.** A state, county, or local governmental agency or authority, or an official or employee thereof, may not engage in the practice of engineering or land surveying involving either public or private property without the project being under the responsible charge of a professional engineer for engineering projects or a professional land surveyor for land surveying projects as provided for the practice of the respective professions by this chapter; 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.”

16 **ENGINEERING SERVICES AND CONSULTANTS:** For the performance of the services by the Agreement, GS 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 GS 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 was attached to the original Agreement by and between the City and GS dated September 23, 2011 and incorporated into this Agreement by reference as though set out fully herein.

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

18. ARCHITECT'S/ENGINEER'S INSURANCE: Within ten (10) days after receiving the fully executed Agreement and prior to performing any services under this Agreement, GS shall procure the insurance coverages identified below at its own expense, and to evidence that such insurance coverages are in effect GS 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 the 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/non-

renewal/change.

(d) **GS's Insurance Coverages:** Unless otherwise provided in the Special Provisions of the Agreement, GS 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 GS 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 include 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 include 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 GS’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) **GS's Consultants' Insurance Coverages:**

(1) **Workers' Compensation and Employer's Liability Insurance:**

GS 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:**

GS 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:**

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

(4) **Enforcement Responsibility:**

GS shall have responsibility to enforce its consultants' compliance with these insurance requirements; however, GS 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 GS 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, GS 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 GS, 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.

19. INDEMNIFICATION: To the fullest extent permitted by law, Architect/Engineer (GS) shall indemnify and hold harmless the City, State and ALDOT and their employees, officials and consultants from costs, losses, and damages arising out of or relating to the Project, provided that any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Architect/Engineer or Architect/Engineer's officers, directors, members, partners, employees, or consultants.

20. DISPUTE RESOLUTION: The City and GS 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.

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

22. **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.

23. **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 Architect/Engineer 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.

24. **RATIFICATION AND CONFIRMATION:** On September 6, 2018, Gresham Smith & Partners changed its name to Gresham Smith. The City and GS hereby ratify, approve and confirm all of the terms, provisions and conditions of the Contract dated September 23, 2011, Supplemental Agreement dated October 23, 2018 and Supplemental Agreement Number 2 dated September 24, 2020 by and between the City and GS that are not amended or modified by this Third Supplemental Agreement.

25 **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 Third 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 GS negotiated the terms, provisions and conditions of this Agreement 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 Third 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 Third Supplemental Agreement shall inure to the benefit of, and shall be binding upon City and GS and their heirs, successors and assigns.

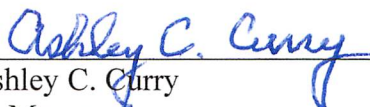
(i) **Severability:** In the event any provision of this Third Supplemental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.


(j) **Survival:** All representations and warranties of this Contract shall survive the execution and delivery of this Contract, as shall any covenants for performance thereafter.

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

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and Gresham Smith have caused this Third Supplemental Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 27th day of February, 2023.

OWNER:
CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By 
Ashley C. Curry
Its Mayor

By 
Jeffrey D. Downes
Its City Manager

ATTESTED:

By [Signature]

ARCHITECT AND ENGINEER:
GRESHAM SMITH

By [Signature]
Its Alabama State Leader - Transportation Services

ATTESTED:

By [Signature]

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 Third 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 27th day of February, 2023.

[Signature]
Notary Public

My Commission Expires:

4-18-2026
SEAL



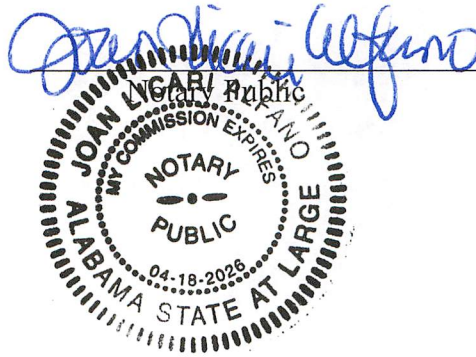


STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Third 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 27th day of February, 2023.



My Commission Expires:

4-18-2026
SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

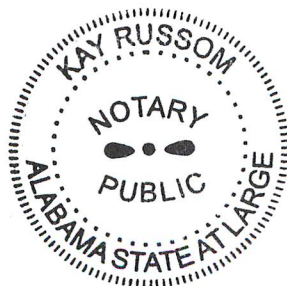
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Blair Perry whose name as AL State Leader-Transportation Services of Gresham Smith is signed to the foregoing Third Supplemental Agreement Between Owner and Architect/Engineer and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said Gresham Smith.

Given under my hand and official seal, this the 28th day of February, 2023.

Kay Russom
Notary Public

My Commission Expires:

SEAL **My Commission Expires**
November 8, 2024



NOTARIAL PUBLIC STATE OF ALABAMA

Commission Expires



NOTARIAL PUBLIC STATE OF ALABAMA

Commission Expires

NOTARIAL PUBLIC STATE OF ALABAMA

Commission Expires



NOTARIAL PUBLIC STATE OF ALABAMA



October 5, 2022

Mr. Jeff Downes, City Manager
City of Vestavia Hills
1032 Montgomery Highway
Vestavia Hills, AL 35216

Subject: Proposal for Pedestrian Bridge Redesign and Construction Plans Update
ALDOT Project No. HPP-TAPBH-CMAQ-A104(916)
Pedestrian Bridge over US-31 at Wald Park in Vestavia Hills, AL
Vestavia Hills, AL

Dear Mr. Downes:

Gresham Smith is pleased to submit this proposal to redesign and update the construction plans for the proposed pedestrian bridge over US-31 at Wald Park. Gresham Smith's scope of services is shown below.

PROJECT DESCRIPTION

For the redesign and plans update of the US-31 pedestrian bridge, our goal is to reuse the existing construction plans to the extent possible and incorporate the bridge beam selected in the Pedestrian Bridge Alternatives Analysis. The construction plans will incorporate a prefabricated steel truss design for the pedestrian bridge. The bridge superstructure will be contractor-designed. Plan development will follow ALDOT Guidelines for Developing Construction Plans (GDGP) with construction plan reviews restarting at PS&E. An initial bridge plan submittal will include a type, size and location (TSL) review and then proceed to a 90% review. Other initial submittals will include an Utility Coordination submittal and an Environmental Re-evaluation to update utility coordination with the various utility owners and update environmental clearance.

SCOPE OF SERVICES

Gresham Smith's scope of services for this project includes: Environmental (PCE1) document update, Field Survey update, Geotechnical Investigation update, Preliminary Bridge (TSL) update, Bridge Plans update, Architecture Plans update, Utility Coordination and Construction Plans update,

Genuine Ingenuity

3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205.298.9200

GreshamSmith.com

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal

Mr. Jeff Downes, City Manager
October 5, 2022

Environmental (PCE1) Document – Gresham Smith will update the PCE1 environmental document for the project by updating the project narrative, submitting updated coordination letters to Corps of Engineers, US Fish and Wildlife Service and SHPO. Gresham Smith will submit the updated PCE1 to ALDOT for review and approval.

Field Survey - Gresham Smith will obtain updated topographic and utility surveys for the project using our survey subconsultant, Sain Associates, Inc. The surveyor will survey updated existing features/topography (pavement, curb and gutter, driveway, drainage, etc.), the location of visual and marked by Alabama One Call utilities within the project limits, and other topography sufficient for updating the field survey and for development of an updated digital terrain model.

Geotechnical Investigation – Gresham Smith will provide an updated Bridge Foundation Report using our geotechnical subconsultant, Terracon Consultants, Inc. The previous Bridge Foundation Report dated April 2, 2019 provided recommendations for drilled shafts, driven steel piles and shallow spread footings. The geotechnical scope of work will include coordination with the bridge engineer on foundation options, and updating the report to reflect the new bridge type.

Preliminary Bridge (TSL) – Gresham Smith will provide a type, size and location plan sheet (TSL) of the new pedestrian bridge based on the selected bridge beam type from the Pedestrian Bridge Alternatives Analysis. The TSL will be submitted to ALDOT for review and approval prior to proceeding with the Bridge Plans.

Bridge Plans – Gresham Smith will redesign the substructure of the pedestrian bridge for the contractor-designed, prefabricated steel truss superstructure. Bridge plans will be updated based on the approved TSL, the redesigned substructure and the contractor-designed superstructure.

Architecture Plans – Gresham Smith will redesign the architecture elements of the pedestrian bridge including railing/fencing system on the main span, the overlook and stairs. Gresham Smith will review the veneers and finishes on the vertical transportation tower, roof system and other architecture features. Gresham Smith will coordinate with subconsultants performing structural, mechanical, electrical and plumbing design of the vertical transportation tower. Gresham Smith will address comments from the Alabama Building Commission.

Gresham Smith will provide mechanical, electrical and plumbing (MEP) revisions to the vertical transportation tower and lighting design on the tower, stairs and bridge using our subconsultant, Dewberry Engineering, Inc.

Gresham Smith, using our subconsultant LBYD Engineers, Inc., will also provide a structural connection design for the decorative arches and the attachment of the handrail and LED lighting. A review of the canopy redesign, foundation redesign and applicable codes will be made to ensure these items meet current standards.

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal

Mr. Jeff Downes, City Manager
October 5, 2022

Gresham Smith, using our subconsultant Doster Construction Company, Inc., will provide updated cost estimates based on the updated architectural plans. A cost estimate will be prepared to accompany the PS&E submittal and again for the Office Engineer submittal.

Utility Coordination – Gresham Smith will prepare and submit utility plans and coordinate with all utility owners impacted by the construction of the pedestrian bridge as identified in the construction plans. Due to the difficulty in estimating the amount of effort required to acquire utility relocation designs and funding agreements, we propose to pursue utility coordination through utility certification or until the proposed budget amount is fully spent, whichever comes first. If additional time and budget is needed to obtain utility certification, beyond what is budgeted in this proposal, a separate proposal for additional services will be prepared.

Roadway Plans – Gresham Smith will update the construction plans, revise the plans to incorporate the updated pedestrian bridge design, and design new sidewalk along the west side of US-31 from the west end of the proposed pedestrian bridge to the existing sidewalk near the City of Vestavia Hills Aquatic Complex. Plan updates will include updating the sheets for a current year letting, updating pay items and quantities for the updated pedestrian bridge design and new sidewalk design, updating plan-profiles for new or changed required items and the disposition of current in-place items, revising traffic control phasing for constructing the updated bridge, revising ITS layout sheets for permanently relocating the existing fiber, and preparing cost estimates based on the roadway plans. Design for the new sidewalk on the west side of US-31 will be shown in the plans in a similar manner as the required sidewalk already shown required in the plans on the east side of US-31, which is a plan and profile view of the sidewalk and a typical section. Cross sections of the new sidewalk are not anticipated, and not included in this proposal, since the previous set of plans did not include sidewalk cross sections. Plans will be prepared and submitted for PS&E, Final Backcheck, Construction Bureau and Office Engineer submittals as defined in ALDOT's Guidelines for Developing Construction Plans (GDGP).

EXCLUSIONS

- Property ownership and boundaries
- Additional geotechnical investigations
- Additional plan updates
- Additional Utility Coordination
- Water main relocation plans or other Utility relocation plans (except the ALDOT fiber optic line identified in the Alternatives Analysis Study)
- Roadway Lighting Design
- ROW deeds, tract sketches and ROW map
- ROW acquisition services
- Contract documents
- Bidding and Advertising services
- Construction staking

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal

Mr. Jeff Downes, City Manager
October 5, 2022

COMPENSATION

Gresham Smith proposes to perform the scope of services described above for the cost-plus, not to exceed fee of \$246,830.00, as outlined in the attached fee proposal. Gresham Smith will invoice using the terms and conditions of Article IV (Payment) of Gresham Smith's current Transportation Support Services, Statewide Agreement (Contract ID#2332) with ALDOT.

We are prepared to begin work on this redesign and plans update as soon as we are authorized by the City in order to keep this project moving forward.

AGREEMENT

Gresham Smith anticipates the City of Vestavia Hills will use the agreement format used in the original design agreement, and that this proposal will become an exhibit to a new agreement. If this proposal letter and attachments are acceptable to the City of Vestavia Hills, please issue an agreement for execution, and we can begin work upon receiving a Notice to Proceed.

We thank you for trusting Gresham Smith to assist you with this project. We look forward to assisting the City of Vestavia Hills on this very important project.

Sincerely,



Blair Perry, P.E.
Principal
Alabama State Leader - Transportation Services



Matthew R. Williams, P.E.
Project Manager

BP/mw

Copy Christopher Brady, P.E., City of Vestavia Hills
Lori Beth Kearley, P.E., City of Vestavia Hills

Attachments Fee Proposal
Pedestrian Bridge Alternatives Analysis

10/5/2022

Alabama Department of Transportation

3:24 PM

| |
|---|
| Project No. <u>HPP-TAPBH-CMAQ-A104(916)</u> |
| County <u>Jefferson</u> |
| Description <u>Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park</u> |
| Scope of Work <u>Corridor Study</u> |
| Project Length <u>0.10 Miles</u> |
| Consultant <u>Gresham Smith</u> |

| Environmental PCE1 Update | Sr. Trans. Engineer | Engineer. Tech. | Environment | Environ. Tech. | Clerical |
|---|------------------------|--------------------|-------------|-------------------|-------------|
| Task A: Updates to ENV | | | | | |
| A-1 Contact ALDOT & verify scope of ENV Task items | 0.25 | | | | |
| A-2 Update ENV Narrative | 0.25 | | | | |
| A-3 Submit Updated Letters to Corps of Engineers, US Fish and Wildlife Service, and SHPO (request Cultural Resources Study Reconcurrence) | 0.50 | | | | |
| A-4 Update ENV Maps | 0.50 | | | | |
| Task A Totals | 1.50 | 0.00 | 0.00 | 0.00 | 0.00 |
| Task B: Complete PCE1 | | | | | |
| B-1 Complete PCE1 | 1.00 | | | | |
| B-2 Submit PCE1 to ALDOT for approval | 0.25 | | | | |
| B-3 Complete Modifications to PCE1 | 0.50 | | | | |
| Task B Totals | 1.75 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS | 3.25 | 0.00 | 0.00 | 0.00 | 0.00 |

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

3:24 PM

| | | | |
|--|-----------------------|-----------|--------------------|
| Project No. HPP-TAPBH-CMAQ-A104(916) | | | |
| County Jefferson | | | |
| Description Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park | | | |
| Scope of Work Corridor Study | | | |
| Project Length 0.10 Miles | | | |
| Consultant Gresham Smith | | | |
| Fee Proposal (Corridor Study) | | | |
| PERSONNEL COST | | | |
| | Man-days x Daily Rate | | |
| Project Manager (10% of Eng. & Env.) | 0.33 | \$ 564.20 | \$ 186.19 |
| Sr Transportation Engineer | 3.25 | \$ 509.64 | \$ 1,656.33 |
| Transportation Engineer | 0.00 | \$ 403.18 | - |
| Clerical | 0.25 | \$ 276.61 | \$ 69.15 |
| Total Direct Labor | | | \$ 1,911.67 |
| Combined Overhead (%) | 161.52 | | \$ 3,087.73 |
| Out-of-Pocket Expenses** | | | \$ 60.00 |
| Sub-Total | | | \$ 5,059.40 |
| | | | |
| Operating Margin (10%) | | | \$ 505.94 |
| Sub-Total | | | \$ 5,565.34 |
| SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here) | | | |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Subconsultant Administration Expense (5%) | | | \$ - |
| Sub-Total | | | \$ 5,565.34 |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ 8.41 |
| TOTAL FEE | | | \$ 5,573.75 |

**See Grand Total Fee sheet

| |
|---|
| Project No. <u>HPP-TAPBH-CMAQ-A104(916)</u> |
| County <u>Jefferson</u> |
| Description <u>Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park</u> |
| Scope of Work <u>Corridor Study</u> |
| Project Length <u>0.10 Miles</u> |
| Consultant <u>Gresham Smith</u> |

Out-of-pocket Expenses (Corridor Study)

| TRAVEL COST | | | | | |
|--|-----------|------------|--------------|------------|-----------------|
| Mileage Cost | Trips | Miles/Trip | \$/Mile | Total | |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| 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 |
| | | | | | \$ 10.00 |
| Postage Cost (overnight, stamps, etc.) | | | | | Total |
| | | | | | \$ 50.00 |
| Other (provide description on next line) | | | | | Total |
| | | | | | \$ - |
| Total Out-of-pocket Expenses | | | | \$ | 60.00 |

Comments:

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

| | | | |
|--|-----------------------|--|--------------------|
| Project No. HPP-TAPBH-CMAQ-A104(916) | | | |
| County Jefferson | | | |
| Description Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park | | | |
| Scope of Work Field Survey | | | |
| Project Length 0.10 Miles | | | |
| Consultant Gresham Smith | | | |
| Field Survey | | | |
| PERSONNEL COST | | | |
| | Man-days x Daily Rate | | |
| Project Manager (10% of Eng.) | | | \$ - |
| Senior Transportation Engineer | | | \$ - |
| Transportation Engineer | | | \$ - |
| Clerical | | | \$ - |
| 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) | | | |
| Sain Associates, Inc. (Field Survey) | | | \$ 6,800.00 |
| | | | \$ - |
| Subconsultant Administration Expense (5%) | | | \$ 340.00 |
| Sub-Total | | | \$ 7,140.00 |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ - |
| TOTAL FEE | | | \$ 7,140.00 |

**See Grand Total Fee sheet



CELEBRATING 50 YEARS

April 5, 2022

Matthew R. Williams, P.E.
Senior Associate
Gresham Smith
3595 Grandview Parkway, Suite 300
Birmingham, Alabama 35243

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

SUBJECT: Pedestrian Bridge – Vestavia Hills
SA Project #22-0111

Dear Matt:

We appreciate the opportunity to submit this proposal for surveying services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

Surveying services are required to update a topographic and Right-of-Way survey previously performed by Sain Associates, Inc. in 2012.

Scope of Services

We will attempt to find, verify, and flag the control established by the previous survey. This control will be used for the work performed under this scope of services. An additional trip will be made prior to construction to perform this task for a second time.

Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Where accessible, visible drainage and sanitary structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in densely wooded areas tree lines will be shown in place of individual trees. Utility locate request will be made to Alabama 811 to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will gather field locations to show the underground utilities on the survey. Please note that utility locators often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators often refuse to mark underground utilities for surveys. If after six days, the underground utilities have not been marked, an additional locate request will be made. If utilities are not marked after the second locate request is made, we will note the 811 ticket locate number and the unmarked area that the ticket covers. A list of utility contacts information will be shown the survey. The topographic limits will extend to the limits indicated in green and blue on the attached Exhibits A and B.

Vestavia Ped Brdg
M. Williams
4/5/2022
Page 2



The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in MicroStation V8I format.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: This survey does not include subdivision platting or zoning review. No property ownership or property lines will be shown on the survey. No staking or construction services will be provided with this survey. No owner notification letters will be prepared or sent as part of this survey. NO tract sketches or legal descriptions will be prepared as part of this survey.

Fees

We propose to provide the above described services based on the following fee schedule:

| | |
|---------------------------------------|------------|
| Control/Topographic Budget | \$6,000.00 |
| Pre-construction Control Budget | \$800.00 |

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g., site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within sixty days.

Qualification Based Selection

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience, and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal

Vestavia Ped Brdg
M. Williams
4/5/2022
Page 3



Schedule

We can begin field work within three weeks of your notice to proceed and can provide a completed survey within three weeks of completing field work.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Matt Lackey
Survey Manager
Sain Associates Inc.

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E.
Practice Leader/Sr. Principal
Alabama License No. 26339

Signature of Authorized Representative

Enclosures:
Exhibits A & B
Sain Terms & Conditions (sch. 2022)

Date: 4/5/22

ACCEPTED:
GRESHAM SMITH

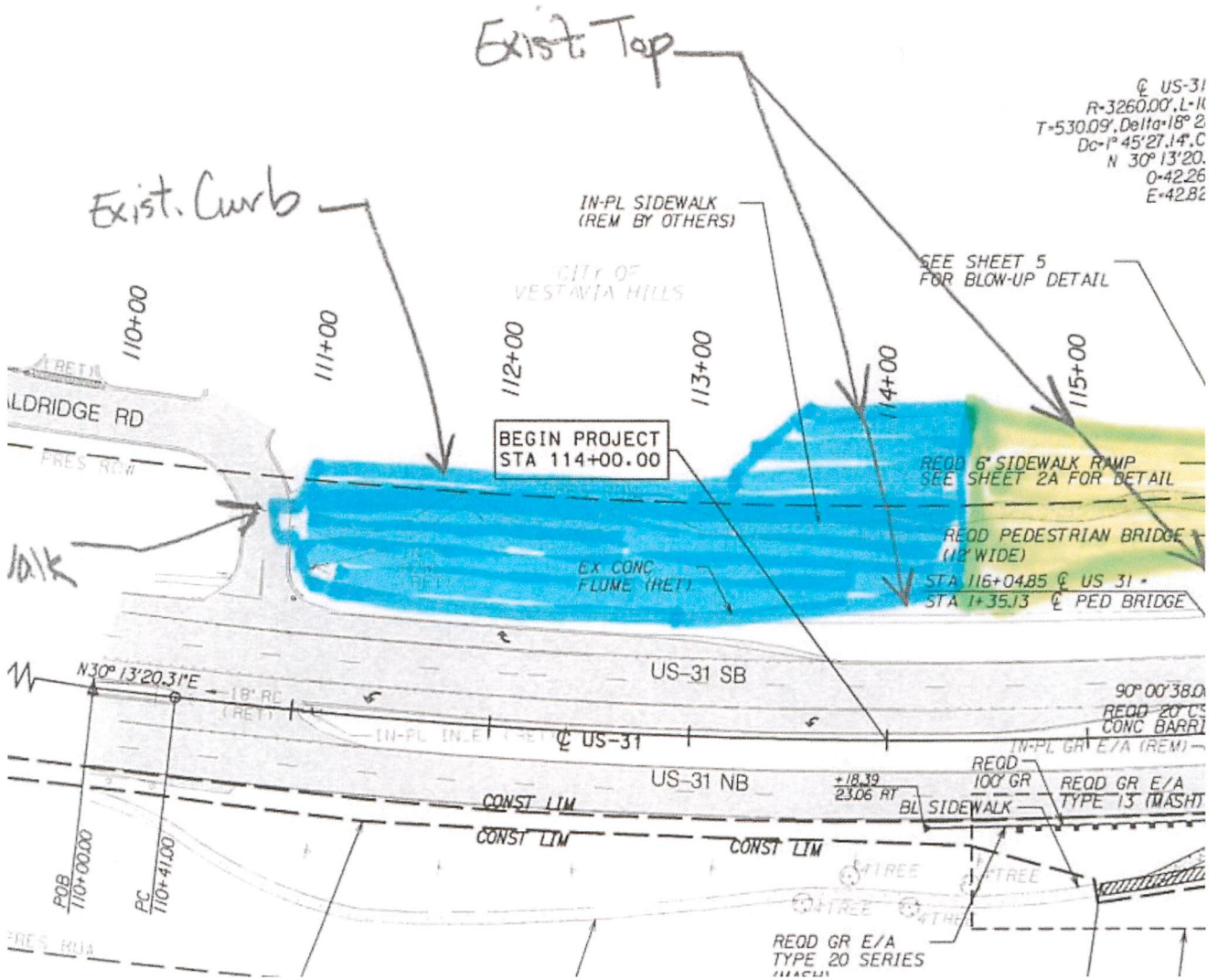
BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____



EXHIBIT A



Q US-31
R=3260.00', L=11
T=530.09', Delta=18° 2
Dc=1° 45' 27.14", C
N 30° 13' 20.
O=42.26
E=42.82

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

3:24 PM

| | |
|-----------------------------------|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Geotechnical Investigation |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |
| Geotechnical Investigation | |

| PERSONNEL COST | | | |
|--|----------|--------------|---------------------|
| | Man-days | x Daily Rate | |
| Project Manager (10% of Eng.) | | | \$ - |
| Senior Transportation Engineer | | | \$ - |
| Transportation Engineer | | | \$ - |
| Clerical | | | \$ - |
| 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 Consultants, Inc. (Geotechnical Investigation) | | | \$ 16,678.25 |
| | | | |
| Subconsultant Administration Expense (5%) | | | \$ 833.91 |
| Sub-Total | | | \$ 17,512.16 |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ - |
| TOTAL FEE | | | \$ 17,512.16 |

**See Grand Total Fee sheet



SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 06/18/2014, Agreement reference number PE1140012) is between Gresham Smith ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Our scope of services will include a new Bridge Foundation Report for the Pedestrian Walkway over US-31 (Terracon Project No. E1145166) to reflect recent design changes. All recommendations will be based on previously performed soil and rock core borings.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to the attached Budget Estimate Worksheet. Services will be invoiced on a time and materials basis in accordance with the unit rates shown.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **4/22/2022**
Name/Title: **Matthew S McCullough, P.E. / Department
Manager, Geotechnical Services**
Address: **2147 Riverchase Office Rd
Hoover, AL 35244-1836**
Phone: **(205) 942-1289** Fax: **(205) 443-5302**
Email: **Matt.McCullough@terracon.com**

Client: **Gresham Smith**
By: _____ Date: _____
Name/Title: **Matt Williams / Transportation Services**
Address: **3595 Grandview Parkway, Suite 300
Birmingham, AL 35243**
Phone: **(205) 298-9232** Fax: _____
Email: **matt_williams@gspnet.com**

Budget Estimate Worksheet



Project Supplemental Geotechnical Services for Pedestrian Bridge over US-31 near Wald Park
Supplement to Proposal PE1140012

Location Vestavia Hills, Alabama

Quantity ENGINEERING SERVICES-Bridge

| | | | | |
|----|---------------------------------------|----|--------|------------------|
| 25 | Staff Professional 1 | Hr | 85.65 | 2,141.25 |
| 30 | Staff Professional 2 | Hr | 113.00 | 3,390.00 |
| 30 | Staff Professional 3 | Hr | 133.36 | 4,000.80 |
| 15 | Staff Professional 4 | Hr | 171.48 | 2,572.20 |
| 10 | Staff Professional 5 | Hr | 216.76 | 2,167.60 |
| 20 | Draftsman | Hr | 62.02 | 1,240.40 |
| 20 | Administrative Assistant | Hr | 58.30 | 1,166.00 |
| | Estimated Engineering Services | | | 16,678.25 |

TOTAL ESTIMATED BUDGET

\$16,678.25

| |
|--|
| <p>Project No. <u>HPP-TAPBH-CMAQ-A104(916)</u></p> <p>County <u>Jefferson</u></p> <p>Description <u>Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park</u> <u>Pedestrian Bridge and Plans Re-Design to use Prefabricated Steel Truss</u></p> <p>Scope of Work <u>Superstructure</u></p> <p>Project Length <u>0.10</u> Miles</p> <p>Consultant <u>Gresham Smith</u></p> |
|--|

| PRELIMINARY BRIDGE PLANS | | |
|---|--------------------|----------------------|
| | Sr Bridge Engineer | Bridge Engineer/Tech |
| Bridge | | |
| 1. Prepare preliminary span layouts (TS&L) plans for all required bridges | 0.50 | 0.50 |
| 2. Furnish preliminary cost estimates for bridge | 0.50 | 0.50 |
| | 0.00 | 0.00 |
| PRELIMINARY BRIDGE TOTALS | 1.00 | 1.00 |
| PRELIMINARY PLANS TOTALS | 1.00 | 1.00 |

| | |
|-----------------------|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Steel Truss Superstructure |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |

Fee Proposal (Preliminary Bridge Plans)

PERSONNEL COST

| | Man-days | x | Daily Rate | |
|--|----------|----|------------|-------------|
| Project Manager (10% of Eng.) | 0.20 | \$ | 564.20 | \$ 112.84 |
| Senior Bridge Engineer | 1.00 | \$ | 646.13 | \$ 646.13 |
| Bridge Engineer/Tech | 1.00 | \$ | 274.60 | \$ 274.60 |
| Clerical | 0.25 | \$ | 276.61 | \$ 69.15 |
| Total Direct Labor | | | | \$ 1,102.72 |
| Combined Overhead (%) | 161.52 | | | \$ 1,781.11 |
| Sub-Total | | | | \$ 2,883.83 |
| Out-of-Pocket Expenses** | | | | \$ 58.50 |
| Sub-Total | | | | \$ 2,942.33 |
| Operating Margin (10%) | | | | \$ 294.23 |
| Sub-Total | | | | \$ 3,236.56 |
| SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here) | | | | |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Subconsultant Administration Expense (5%) | | | | \$ - |
| Sub-Total | | | | \$ 3,236.56 |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | | \$ 4.85 |
| TOTAL FEE | | | | \$ 3,241.41 |

**See Grand Total Fee sheet

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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| | |
|-----------------------|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Pedestrian Bridge and Plans Re-Design to use Prefabricated Steel Truss Superstructure |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |

Out-of-pocket Expenses (Preliminary Bridge Plans)

| TRAVEL COST | | | | | |
|--|-----------|------------|--------------|------------|-----------------|
| Mileage Cost | Trips | Miles/Trip | \$/Mile | Total | |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| Total Mileage Cost | | | | | \$ - |
| Subsistence 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 x 17 Black & White | 5 | 5 | 25 | \$ 0.34 | \$ 8.50 |
| | 0 | 0 | 0 | \$ 0.34 | \$ - |
| | 0 | 0 | 0 | \$ 0.34 | \$ - |
| | 0 | 0 | 0 | \$ 0.34 | \$ - |
| | 0 | 0 | 0 | \$ 0.34 | \$ - |
| | 0 | 0 | 0 | \$ 0.34 | \$ - |
| | 0 | 0 | 0 | \$ 0.80 | \$ - |
| Mylar | 0 | 0 | 0 | \$ 24.20 | \$ - |
| Total Printing / Reproduction Cost | | | | | \$ 8.50 |
| Communication Cost (telephone, fax, etc.) | | | | | Total |
| | | | | | \$ - |
| Postage Cost (overnight, stamps, etc.) | | | | | Total |
| | | | | | \$ 50.00 |
| Other (provide description on next line) | | | | | Total |
| | | | | | \$ - |
| Total Out-of-pocket Expenses | | | | | \$ 58.50 |

Comments:

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

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

Consultant: **Gresham Smith**

Submittal Date:

PROJECT NO: DE-HPP-TAPBH-A124(916)

DESCRIPTION: Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park

COUNTY: Jefferson

| SHEET TITLE | NO. OF SHEETS | CONSULTANT ESTIMATED MANDAYS | | | |
|---|---|---|---|---|---|
| | | SR BRIDGE ENG days/sheet | TOTAL DAYS | BRIDGE ENG/TECH days/sheet | TOTAL DAYS |
| Preliminary Bridge Layout | <input style="width: 40px; height: 15px;" type="text" value="1"/> | <input style="width: 40px; height: 15px;" type="text" value="1"/> | 1 | <input style="width: 40px; height: 15px;" type="text" value="1"/> | 1 |
| Index, Notes, Quantities, & Required | <input style="width: 40px; height: 15px;" type="text" value="1"/> | <input style="width: 40px; height: 15px;" type="text" value="2"/> | 2 | <input style="width: 40px; height: 15px;" type="text" value="1.5"/> | 1.5 |
| Bridge General Plan & Elevation | <input style="width: 40px; height: 15px;" type="text" value="1"/> | <input style="width: 40px; height: 15px;" type="text" value="1"/> | 1 | <input style="width: 40px; height: 15px;" type="text" value="1"/> | 1 |
| SUBTOTAL | 3 | | 4 | | 3.5 |
| BRIDGE SUPERSTRUCTURE DESIGN & DETAIL | | | | | |
| Span Details | <input style="width: 40px; height: 15px;" type="text" value="1"/> | <input style="width: 40px; height: 15px;" type="text" value="1.5"/> | 1.5 | <input style="width: 40px; height: 15px;" type="text" value="2"/> | 2 |
| Girder Details | <input style="width: 40px; height: 15px;" type="text" value="1"/> | <input style="width: 40px; height: 15px;" type="text" value="1"/> | 1 | <input style="width: 40px; height: 15px;" type="text" value="1"/> | 1 |
| Bearings, Diaphragms, Miscellaneous Details | <input style="width: 40px; height: 15px;" type="text" value="1"/> | <input style="width: 40px; height: 15px;" type="text" value="2.5"/> | 2.5 | <input style="width: 40px; height: 15px;" type="text" value="3"/> | 3 |
| SUBTOTAL per SPAN | 3 | | 5 | | 6 |
| Number of individual spans/girders requiring design and detail | | <input style="width: 40px; height: 15px;" type="text" value="1"/> | | | |
| SUBTOTAL | 3 | | 5 | | 6 |
| Will bridge be in vertical curve or superelevation/transition? Enter "y" for yes, enter "n" for no | | <input style="width: 40px; height: 15px;" type="text" value="n"/> | | | |
| Incremental (1/10 point) Elevations (when required) | <input style="width: 40px; height: 15px;" type="text" value="0"/> | <input style="width: 40px; height: 15px;" type="text" value="0"/> | | <input style="width: 40px; height: 15px;" type="text" value="0"/> | |
| BRIDGE SUBSTRUCTURE DESIGN & DETAIL | | | | | |
| Abutment Details | <input style="width: 40px; height: 15px;" type="text" value="2"/> | <input style="width: 40px; height: 15px;" type="text" value="3"/> | 6 | <input style="width: 40px; height: 15px;" type="text" value="3.5"/> | 7 |
| Number of individual abutments requiring design and detail | | <input style="width: 40px; height: 15px;" type="text" value="1"/> | | | |
| SUBTOTAL | 2 | | 6 | | 7 |
| Bent Details | <input style="width: 40px; height: 15px;" type="text" value="1.5"/> | <input style="width: 40px; height: 15px;" type="text" value="3.5"/> | 5.25 | <input style="width: 40px; height: 15px;" type="text" value="5.5"/> | 8.25 |
| Number of individual bents requiring design and detail | | <input style="width: 40px; height: 15px;" type="text" value="2"/> | | | |
| SUBTOTAL | 3 | | 10.5 | | 16.5 |
| Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, horiz. and vertical curve | | | <input style="width: 40px; height: 15px;" type="text"/> | | <input style="width: 40px; height: 15px;" type="text"/> |
| SHOP DRAWING REVIEW | | | | | |
| Truss bridge | | | <input style="width: 40px; height: 15px;" type="text" value="2.5"/> | | |
| TOTALS - Total # Shts | 11 | | Engr. Days 28 | Tech. Days | 33 |

| | |
|------------------------------------|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Pedestrian Bridge and Plans Re-Design to use Prefabricated Steel Truss Superstructure |
| Project Length | 0.10 |
| Consultant | Gresham Smith |
| Fee Proposal (Bridge Plans) | |

| PERSONNEL COST | | | |
|---|----------|--------------|--------------|
| | Man-days | x Daily Rate | |
| Project Manager (10% of Eng.) | 6.10 | \$ 564.20 | \$ 3,441.62 |
| Sr. Bridge Engineer | 28.00 | \$ 646.13 | \$ 18,091.64 |
| Bridge Engineer/Tech | 33.00 | \$ 274.60 | \$ 9,061.80 |
| Clerical | 1.00 | \$ 276.61 | \$ 276.61 |
| Total Direct Labor | | | \$ 30,871.67 |
| Combined Overhead (%) | 161.52 | | \$ 49,863.92 |
| Sub-Total | | | \$ 80,735.59 |
| Out-of-Pocket Expenses** | | | \$ 82.28 |
| Sub-Total | | | \$ 80,817.87 |
| Operating Margin (10%) | | | \$ 8,081.79 |
| Sub-Total | | | \$ 88,899.66 |
| SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here) | | | |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| Subconsultant Administration Expense (5%) | | | \$ - |
| Sub-Total | | | \$ 88,899.66 |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ 135.84 |
| TOTAL FEE | | | \$ 89,035.50 |

**See Grand Total Fee sheet

| | |
|-----------------------|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Pedestrian Bridge and Plans Re-Design to use Prefabricated Steel Truss Superstructure |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |

Out-of-pocket Expenses (Bridge Plans)

| TRAVEL COST | | | | | |
|--|-----------|------------|--------------|------------|-----------------|
| Mileage Cost | Trips | Miles/Trip | \$/Mile | Total | |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| | 0 | 0 | \$0.585 | \$ | - |
| Total Mileage Cost | | | | | \$ - |
| Subsistence 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 x 17 Black & White | 20 | 11 | 220 | \$ 0.34 | \$ 74.80 |
| 22 x 34 Black & White | 2 | 11 | 22 | \$ 0.34 | \$ 7.48 |
| | 0 | 0 | 0 | \$ - | \$ - |
| | 0 | 0 | 0 | \$ - | \$ - |
| | 0 | 0 | 0 | \$ - | \$ - |
| | 0 | 0 | 0 | \$ - | \$ - |
| Total Printing/Reproduction Cost | | | | | \$ 82.28 |
| Communication Cost (telephone, fax, etc.) | | | | | Total |
| | | | | | \$ - |
| Postage Cost (overnight, stamps, etc.) | | | | | Total |
| | | | | | \$ - |
| Other (provide description on next line) | | | | | Total |
| | | | | | \$ - |
| Total Out-of-pocket Expenses | | | | | \$ 82.28 |

Comments:

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

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
 Alabama Department of Transportation

10/5/2022

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| |
|---|
| Project No. <u>HPP-TAPBH-CMAQ-A104(916)</u> |
| County <u>Jefferson</u> |
| Description <u>Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park</u> |
| Scope of Work <u>Architectural Design Services</u> |
| Project Length <u>0.10 Miles</u> |
| Consultant <u>Gresham Smith</u> |

| 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 | 0.75 | 0.25 | 0.13 | 0.00 |
| Design Tasks | 1.75 | 0.25 | 0.63 | 0.00 |
| Production tasks | 0.50 | 2.00 | 0.25 | 0.50 |
| QAQC Tasks | 0.63 | 0.63 | 0.25 | 0.00 |
| Meetings | 0.75 | 0.75 | 0.75 | 0.50 |
| Housekeeping / Revit Management | 0.13 | 0.63 | 0.00 | 0.13 |
| Task B Totals | 4.51 | 4.51 | 2.01 | 1.13 |
| SERVICE C- CONSTRUCTION DOCUMENTS | | | | |
| Info gathering Tasks | 0.25 | 0.25 | 0.13 | 0.13 |
| Design Tasks | 0.50 | 0.25 | 0.25 | 0.00 |
| Production tasks | 0.50 | 1.00 | 0.00 | 0.25 |
| QAQC Tasks | 0.75 | 0.75 | 0.25 | 0.00 |
| Meetings | 0.38 | 0.38 | 0.25 | 0.13 |
| Housekeeping / Revit Management | 0.38 | 0.50 | 0.00 | 0.00 |
| Task C Totals | 2.76 | 3.13 | 0.88 | 0.51 |
| SERVICE E- BIDDING AND NEGOTIATION | | | | |
| RFI review | 0.00 | 0.00 | 0.00 | 0.00 |
| RFI response | 0.00 | 0.00 | 0.00 | 0.00 |
| Addenda | 0.00 | 0.00 | 0.00 | 0.00 |
| Task D Totals | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTALS | 7.27 | 7.64 | 2.89 | 1.64 |

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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| | | | |
|--|----------|--------------|---------------------|
| Project No. HPP-TAPBH-CMAQ-A104(916) | | | |
| County Jefferson | | | |
| Description Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park | | | |
| Scope of Work Architectural Design Services | | | |
| Project Length 0.10 Miles | | | |
| Consultant Gresham Smith | | | |
| Architectural Design Services | | | |
| PERSONNEL COST | | | |
| | Man-days | x Daily Rate | |
| Project Manager (10% of total) | 1.78 | \$ 564.20 | \$ 1,004.28 |
| Project Architect | 7.27 | \$ 565.40 | \$ 4,110.46 |
| Project Coordinator (PC) | 7.64 | \$ 302.90 | \$ 2,314.16 |
| Senior Architect (Quality review) | 2.89 | \$ 650.16 | \$ 1,878.96 |
| Clerical | 1.64 | \$ 276.61 | \$ 453.64 |
| Total Direct Labor | | | \$ 9,761.50 |
| Combined Overhead (%) | 161.52 | | \$ 15,766.77 |
| Out-of-Pocket Expenses** | | | \$ 269.20 |
| Sub-Total | | | \$ 25,797.47 |
| Operating Margin (10%) | | | \$ 2,579.75 |
| Sub-Total | | | \$ 28,377.22 |
| SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here) | | | |
| | | | |
| | | | |
| | | | |
| Subconsultant Administration Expense (5%) | | | \$ - |
| Sub-Total | | | \$ 28,377.22 |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ 42.95 |
| TOTAL FEE | | | \$ 28,420.17 |

**See Grand Total Fee sheet

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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| |
|---|
| Project No. <u>HPP-TAPBH-CMAQ-A104(916)</u> |
| County <u>Jefferson</u> |
| Description <u>Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park</u> |
| Scope of Work <u>Architectural Design Services</u> |
| Project Length <u>0.10 Miles</u> |
| Consultant <u>Gresham Smith</u> |

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. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Mechanical, Electrical, Plumbing (MEP) and Lighting Design Services |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |

Mechanical, Electrical, Plumbing (MEP) and Lighting Design Services

| PERSONNEL COST | | | |
|--|----------|--------------|-------------|
| | Man-days | x Daily Rate | |
| Project Manager (10% of total) | | | \$ - |
| Project Architect | | | \$ - |
| Project Coordinator (PC) | | | \$ - |
| Senior Architect (Quality review) | | | \$ - |
| Clerical | | | \$ - |
| 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) | | | |
| Dewberry Engineering, Inc. (Mechanical, Electrical, Plumbing (MEP) and Lighting Design Services) | | | \$ 7,500.00 |
| Subconsultant Administration Expense (5%) | | | \$ 375.00 |
| Sub-Total | | | \$ 7,875.00 |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ - |
| TOTAL FEE | | | \$ 7,875.00 |



REQUEST FOR ADDITIONAL SERVICES

April 15, 2022

Gresham Smith
3595 Grandview Parkway, Suite 300
Birmingham, AL 35243

Attention: Jonas Booker
Subject: Vestavia Hill Pedestrian Bridge
DEI Project No.: 50152877 / (BHM18026)

DESCRIPTION OF ADDITIONAL SCOPE / DESIGN SERVICES


Provide electrical, mechanical and plumbing revisions to the drawings to accommodate the requested changes noted below.

- Design and specification of LED strip lighting to light the path of the bridge and attachment to the steel trusses along with LBYD.
- Ventilating the stair & elevator tower.
- Lightning protection.
- Project timeline is still pending the City of Vestavia's approval of our proposal, which we anticipate being around the end of May. Then, taking a month to prepare updated pricing documents for Doster Construction to do cost estimating and value engineering. And, finalizing construction documents about a couple of weeks after receiving Doster's estimate.

FEE

Per your request, we offer a lump sum fee as follows: \$7,500.00

Sincerely,
Dewberry Engineering, Inc.



Phillip Graydon, PE

Senior Project Manager

Accepted by,
Gresham Smith

Signature, Title & Date

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

3:24 PM

| | |
|---|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Structural Design Services of Vertical Transportation Tower and Architectural Attachments to Pedestrian Bridge |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |
| Structural Design Services of Vertical Transportation Tower and Architectural Attachments to Pedestrian Bridge | |

| PERSONNEL COST | | | |
|---|----------|--------------|--------------------|
| | Man-days | x Daily Rate | |
| Project Manager (10% of total) | | | \$ - |
| Project Architect | | | \$ - |
| Project Coordinator (PC) | | | \$ - |
| Senior Architect (Quality review) | | | \$ - |
| Clerical | | | \$ - |
| 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. (Structural Design Services of Vertical Transportation Tower and Architectural Attachments to Pedestrian Bridge) | | | \$ 7,500.00 |
| | | | |
| Subconsultant Administration Expense (5%) | | | \$ 375.00 |
| Sub-Total | | | \$ 7,875.00 |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ - |
| TOTAL FEE | | | \$ 7,875.00 |

**See Grand Total Fee sheet

Additional Services Authorization

Date
April 15, 2022

LBYP Project No.
101-18-034.001

To
**Gresham Smith
3595 Grandview Parkway, Suite 300
Birmingham, AL 35243**

Project
**Highway 31 Steel Truss Bridge
At Wald Park, Vestavia, AL**



Attention
Jonas Booker

From
Joseph Broderick

Transmitted Via: Email

The terms of our original agreement apply except as follows:

Our scope of services is revised to include consultation for architectural features of the new steel truss bridge and an update/review of the original stair and elevator tower drawings. The consultation for the architectural features will include the connection design for the decorative arches and the attachment of the handrail and LED lighting. The update/review to the original drawings will include a code and foundation review and the canopy redesign.

Please obtain the owner's acceptance of these additional services prior to authorization.

Estimated Fee: \$7,500

Requested of LBYP by: Jonas Booker, Gresham Smith.

If the terms above are acceptable, please sign and return a copy of this form.

Accepted by: _____

Date: _____

| | |
|-----------------------|--|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Cost Estimating for Architectural, Mechanical, Electrical, Plumbing and Lighting |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |

Cost Estimating for Architectural, Mechanical, Electrical, Plumbing and Lighting

| PERSONNEL COST | | | |
|--|----------|------------|--------------|
| | Man-days | Daily Rate | |
| Project Manager (10% of total) | | | \$ - |
| Project Architect | | | \$ - |
| Project Coordinator (PC) | | | \$ - |
| Senior Architect (Quality review) | | | \$ - |
| Clerical | | | \$ - |
| 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) | | | |
| Doster Construction Company (Cost Estimating for Architectural, Mechanical, Electrical, Plumbing and Lighting) | | | \$ 20,000.00 |
| | | | |
| Subconsultant Administration Expense (5%) | | | \$ 1,000.00 |
| Sub-Total | | | \$ 21,000.00 |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ - |
| TOTAL FEE | | | \$ 21,000.00 |

**See Grand Total Fee sheet

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal

May 17, 2022
COST CONSULTANT SERVICES AGREEMENT
SCOPE OF SERVICES
PEDESTRIAN BRIDGE OVER US-31 IN
VESTAVIA HILLS NEAR WALD PARK
VESTAVIA HILLS, AL

AGREEMENT

Made as of the 17th day of May in the year 2022.

Between the Architect:

Gresham Smith
3595 Grandview Parkway,
Suite 300
Birmingham, AL 35243

and the Cost Consultant:

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

for the Project:

Pedestrian Bridge Over US-31 In
Vestavia Hills Near Wald Park
Vestavia Hills, AL

General Project Description

The project generally consists of the development of the following:

A pedestrian bridge over Hwy US-31 in Vestavia Hills to allow pedestrian traffic between the Wald Park area and the Vestavia Hills Public Library area. The bridge is approximately 181'.

Scope of Cost Consulting Services

The Cost Consultant shall provide the following professional services for the planned development:

Estimating

Prepare an estimate based on the 85% documents and the 100% documents for a total of two (2) rounds of estimating. We will identify, consider and include appropriate allowances and contingencies to supplement our detailed quantification and pricing of the scope.

Summary of Deliverables

- Estimates for Cost of Work
 - o CSI-Format Summary Estimates by Component or Phase
 - o Detailed Estimates at Construction Documents phase of design

Compensation for Cost Consulting Services

The Cost Consultant will be paid a Fixed Fee of ten thousand Dollars (\$20,000.00). Payments are to be made at intervals tied to the major milestone estimates, in amounts commensurate with the deliverables of each respective phase of service.

Architect's Responsibilities

If requested by the Cost Consultant, the Architect shall furnish evidence that financial arrangements have been made to fulfill the Architect's obligations under this agreement. The Architect shall furnish all available surveys, easements, right-of-ways, zoning approvals, soil tests, site assessments, environmental clearances, and similar items.

Other Conditions

Notwithstanding any other term or provision of this Agreement the Architect acknowledges and agrees that Cost Consultant is not a design professional and is not obligated or expected to provide any design services, whether directly or otherwise. Any options or alternates offered for consideration by the Cost Consultant are made solely in the Cost Consultant's described capacity and not as a design professional, and Cost Consultant does not assume any design liability for those recommendations

Architect

Signature

Printed Name and Title

Cost Consultant

Doster Construction Company



Signature

Bill Tomlin - Director of Preconstruction

Printed Name and Title

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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| | |
|-----------------------------|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Utility Coordination |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |
| Utility Coordination | |

| PERSONNEL COST | | | |
|--|----------|--------------|---------------------|
| | Man-days | x Daily Rate | |
| Project Manager (10% of Sr. Trans. Eng and Trans. Eng.) | 1.00 | \$ 564.20 | \$ 564.20 |
| Senior Transportation Engineer | 3.00 | \$ 509.64 | \$ 1,528.92 |
| Transportation Engineer | 7.00 | \$ 403.18 | \$ 2,822.26 |
| Clerical | 0.50 | \$ 276.61 | \$ 138.31 |
| Total Direct Labor | | | \$ 5,053.69 |
| Combined Overhead (%) | 161.52 | | \$ 8,162.72 |
| Out-of-Pocket Expenses** | | | |
| Sub-Total | | | \$ 13,216.41 |
| | | | |
| Operating Margin (10%) | | | \$ 1,321.64 |
| Sub-Total | | | \$ 14,538.05 |
| SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here) | | | |
| | | | |
| | | | |
| | | | |
| Subconsultant Administration Expense (5%) | | | \$ - |
| Sub-Total | | | \$ 14,538.05 |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ 22.24 |
| TOTAL FEE | | | \$ 14,560.29 |

**See Grand Total Fee sheet

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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| | | | |
|---------------------------------|---|---------------|--|
| Project Number | HPP-TAPBH-CMAQ-A104(916) | CPMS # | |
| County | Jefferson | | |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park | | |
| Scope of work | Roadway Plans | | |
| Length | 0.10 miles | | |
| Consultant Gresham Smith | | | |

| ROADWAY PLANS SHEET TITLE | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|--|-----------------|--------------------|-------|----------|-------|
| | | SENIOR ENGINEER | | ENGINEER | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| TITLE SHEET | 1.00 | 0.07 | 0.07 | 0.13 | 0.13 |
| INDEX SHEET | 1.00 | 0.07 | 0.07 | 0.13 | 0.13 |
| SPECIAL & STANDARD DRAWINGS | 1.00 | 0.07 | 0.07 | 0.13 | 0.13 |
| GEOMETRIC LAYOUT/SURVEY CONTROL | 1.00 | | 0.00 | | 0.00 |
| PROJECT NOTE SHEET (Project) | 1.00 | 0.07 | 0.07 | 0.13 | 0.13 |
| PROJECT NOTE SHEET (TCP) | 1.00 | 0.07 | 0.07 | 0.13 | 0.13 |
| PROJECT NOTE SHEET (Signage) | | | 0.00 | | 0.00 |
| PROJECT NOTE SHEET (Signals) | | | 0.00 | | 0.00 |
| PROJECT NOTE SHEET (ITS) | | | 0.00 | | 0.00 |
| PROJECT NOTE SHEET (Lighting) | | | 0.00 | | 0.00 |
| PROJECT NOTE SHEET (Traffic Loops) | | | 0.00 | | 0.00 |
| PLANS LEGEND & ABBREVIATIONS | | | 0.00 | | 0.00 |
| TYPICAL SECTIONS | | | | | |
| Main Roadway | | | 0.00 | | 0.00 |
| Cross Roads | | | 0.00 | | 0.00 |
| Detour & Misc. (Driveways) | | | 0.00 | | 0.00 |
| Ramps | | | 0.00 | | 0.00 |
| Ditches | | | 0.00 | | 0.00 |
| Typical Details | 1.00 | 0.13 | 0.13 | 0.25 | 0.25 |
| SUMMARY SHEET | | | | | |
| Main Summary | 1.00 | 0.50 | 0.50 | 1.00 | 1.00 |
| SUMMARY BOX SHEETS | | | | | |
| Roadway Drainage (non-culvert) | | | 0.00 | | 0.00 |
| Culvert Extension, New Culvert | | | 0.00 | | 0.00 |
| Bridge Culvert Extension, New Bridge Culvert | | | 0.00 | | 0.00 |
| Guardrail/End Anchors | 0.25 | 0.25 | 0.06 | 0.25 | 0.06 |
| Slope Paving (Under Bridges) | | | 0.00 | | 0.00 |
| Side Drain Pipe | | | 0.00 | | 0.00 |
| Signing | | | 0.00 | | 0.00 |
| Base & Pavement (No summary box, milling, base & paving quantity calcs only) | | | 0.00 | | 0.00 |
| Bridge | 1.00 | 0.13 | 0.13 | 0.07 | 0.07 |
| Striping & Pavement Markings | | | 0.00 | | 0.00 |
| Curb & Gutter | | | 0.00 | | 0.00 |
| Bridge End Slabs | | | 0.00 | | 0.00 |
| Roadway Lighting | | | 0.00 | | 0.00 |
| Signals (Intersection Flasher & School Zone Flashers) | | | 0.00 | | 0.00 |
| ITS | 1.00 | 0.07 | 0.07 | 0.07 | 0.07 |
| Sidewalk | 1.00 | 0.50 | 0.50 | 0.50 | 0.50 |
| Slope Paving (Ditches)/Ditch Summary | | | 0.00 | | 0.00 |
| Concrete Safety Barrier | 1.00 | 0.07 | 0.07 | 0.07 | 0.07 |
| Retaining Wall | | | 0.00 | | 0.00 |
| Misc. Boxes | 1.00 | 0.07 | 0.07 | 0.07 | 0.07 |

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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| ROADWAY PLANS SHEET TITLE | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|---|-----------------|--------------------|-------|----------|-------|
| | | SENIOR ENGINEER | | ENGINEER | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| Erosion Control | 1.00 | 0.07 | 0.07 | 0.07 | 0.07 |
| Removal Items | 1.00 | 0.07 | 0.07 | 0.07 | 0.07 |
| Utility Relocation | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| PLAN & PROFILE | | | | | |
| Main Roadway Plan (includes work on crossroads) | 1.00 | 1.00 | 1.00 | 2.50 | 2.50 |
| Main Roadway Profile | 1.00 | 0.13 | 0.13 | 0.13 | 0.13 |
| Crossroads | | | 0.00 | | 0.00 |
| Crossroads Profile | | | 0.00 | | 0.00 |
| Details | 1.00 | 0.13 | 0.13 | 0.13 | 0.13 |
| Retaining Walls | | | 0.00 | | 0.00 |
| Driveway Profiles | | | 0.00 | | 0.00 |
| PAVING LAYOUT (includes striping) | | | | | |
| Main Roadway (includes crossroads) | | | 0.00 | | 0.00 |
| Crossroads | | | 0.00 | | 0.00 |
| Intersections | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| INTERCHANGES | | | | | |
| Geometrics | | | 0.00 | | 0.00 |
| Ramps Profiles | | | 0.00 | | 0.00 |
| Site Grading | | | 0.00 | | 0.00 |
| Cross Sections | | | 0.00 | | 0.00 |
| Signing | | | 0.00 | | 0.00 |
| Ramp Gore Details | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| TRAFFIC CONTROL | | | | | |
| Sequence of Construction | 0.50 | 0.25 | 0.13 | 0.50 | 0.25 |
| Summary & Items | 0.50 | 0.50 | 0.25 | 1.00 | 0.50 |
| Typical Section Sketches | 1.00 | 0.13 | 0.13 | 0.25 | 0.25 |
| Layout Sheets (signs, devices, shifts, etc.) | 3.00 | 0.25 | 0.75 | 0.75 | 2.25 |
| Special Drawings/ALDOT TCP SPDs | 7.00 | 0.05 | 0.35 | 0.05 | 0.35 |
| | | | 0.00 | | 0.00 |
| SIGNING, STRIPINGS & MARKINGS | | | | | |
| Signing, Striping & Marking Layout | | | 0.00 | | 0.00 |
| Sign X-Section | | | 0.00 | | 0.00 |
| Sign Panel Details | | | 0.00 | | 0.00 |
| Soils Data Sheets (provided by ALDOT) | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| SIGNALIZATION | | | | | |
| Signal Layout | | | 0.00 | | 0.00 |
| Traffic Counts (1 per site) | | | 0.00 | | 0.00 |
| Signal Warrant Analysis (1 per site) | | | 0.00 | | 0.00 |
| Soils Data Sheets (provided by ALDOT) | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| ITS | | | | | |
| ITS Coordination | | | 0.50 | | 0.25 |
| Special Study | | | 0.00 | | 0.00 |
| Legend | 1.00 | 0.07 | 0.07 | 0.13 | 0.13 |
| Special Details | | | 0.00 | | 0.00 |
| ITS Layouts | 3.00 | 0.13 | 0.39 | 0.50 | 1.50 |

Supplemental Agreement No. 3
Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

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| ROADWAY PLANS SHEET TITLE | NO OF SHEETS | ESTIMATED MAN-DAYS | | | |
|---|-----------------|--------------------|-------|----------|-------|
| | | SENIOR ENGINEER | | ENGINEER | |
| | | SHEET | TOTAL | SHEET | TOTAL |
| Optical Fiber Splice Charts | 1.00 | 0.13 | 0.13 | 0.25 | 0.25 |
| Fiber - Cable Routing Diagram | | | 0.00 | | 0.00 |
| Specifications | 1.00 | 0.25 | 0.25 | 0.50 | 0.50 |
| | | | 0.00 | | 0.00 |
| LIGHTING | | | | | |
| Plan Layout | | | 0.00 | | 0.00 |
| Demo Plans | | | 0.00 | | 0.00 |
| Special Details | | | 0.00 | | 0.00 |
| Soils & Passive Pressure (provided by ALDOT) | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| UTILITY SHEETS | | | | | |
| Utility Locations (plan only) | | | 0.00 | | 0.00 |
| Request 811 Locate for Utilities | | | 0.00 | | 0.00 |
| Utility Coordination | | | 0.00 | | 0.00 |
| Utility Certification | | | 0.00 | | 0.00 |
| DRAINAGE SECTIONS | | | | | |
| Pipe & Culvert X-Sect./Hydraulic Computations | | | 0.00 | | 0.00 |
| Hydraulic Data Sheet | | | 0.00 | | 0.00 |
| Details | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| SOIL SHEETS | | | | | |
| Soil Boring Logs | | | 0.00 | | 0.00 |
| Soil Profile | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| EROSION CONTROL | | | | | |
| Legend & Sequence | | | 0.00 | | 0.00 |
| Phased Sheets (Phase I) | | | 0.00 | | 0.00 |
| Phased Sheets (Phase II) | | | 0.00 | | 0.00 |
| Phased Sheets (Phase III) | | | 0.00 | | 0.00 |
| CBMPP & NOI | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| ROADWAY CROSS SECTIONS | | | | | |
| Main Roadway (50' interval) | | | 0.00 | | 0.00 |
| Crossroads (50' interval) | | | 0.00 | | 0.00 |
| Earthwork Summary Sheet/Quantities | | | 0.00 | | 0.00 |
| | | | 0.00 | | 0.00 |
| REVIEW COMMENTS | | | | | |
| 30% Review | | | | | |
| Plan-in-Hand Inspection | | | | | |
| PS&E Inspection | | | 2.50 | | 3.50 |
| Cost Estimates | | | | | |
| Design Hearing | | | 1.00 | | 2.00 |
| Attend PS&E | | | 1.00 | | 1.00 |
| | | | | | |
| SUB-TOTAL | 36.25 | | 10.73 | | 18.37 |
| 10% Supervision | | | 1.07 | | |
| TOTALS | | | | | |
| | 36.25 | | 10.73 | | 18.37 |

Supplemental Agreement No. 3
 Exhibit A - Gresham Smith Proposal
Alabama Department of Transportation

10/5/2022

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| | |
|-------------------------------------|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Roadway Plans |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |
| Fee Proposal (Roadway Plans) | |

| PERSONNEL COST | | | |
|--|----------|--------------|---------------------|
| | Man-days | x Daily Rate | |
| Project Manager (10% of Eng.) | 2.91 | \$ 564.20 | \$ 1,641.82 |
| Senior Transportation Engineer | 10.73 | \$ 509.64 | \$ 5,468.44 |
| Transportation Engineer | 18.37 | \$ 403.18 | \$ 7,406.42 |
| Clerical | 1.50 | \$ 276.61 | \$ 414.92 |
| Total Direct Labor | | | \$ 14,931.60 |
| Combined Overhead (%) | 161.52 | | \$ 24,117.52 |
| Out-of-Pocket Expenses** | | | \$ 1,433.64 |
| Sub-Total | | | \$ 40,482.76 |
| | | | |
| Operating Margin (10%) | | | \$ 4,048.28 |
| Sub-Total | | | \$ 44,531.04 |
| SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here) | | | |
| | | | - |
| | | | - |
| | | | \$ - |
| Subconsultant Administration Expense (5%) | | | \$ - |
| Sub-Total | | | \$ 44,531.04 |
| | | | |
| Facilities Capital Cost of Money (% of Direct Labor) | 0.44 | | \$ 65.70 |
| TOTAL FEE | | | \$ 44,596.74 |

**See Grand Total Fee sheet

| | |
|---|---|
| Project No. | HPP-TAPBH-CMAQ-A104(916) |
| County | Jefferson |
| Description | Pedestrian Bridge Over US-31 and Sidewalks in Vestavia Hills Near Wald Park |
| Scope of Work | Roadway Plans |
| Project Length | 0.10 Miles |
| Consultant | Gresham Smith |
| Out-of-pocket Expenses (Roadway Plans) | |

| TRAVEL COST | | | | |
|------------------------------------|-------|------------|---------|-----------------|
| Mileage Cost | Trips | Miles/Trip | \$/Mile | Total |
| Trips to Site | 2 | 12 | \$0.585 | \$ 14.04 |
| Trips to ALDOT East Central Region | 2 | 20 | \$0.585 | \$ 23.40 |
| | 0 | 0 | \$0.585 | \$ - |
| | 0 | 0 | \$0.585 | \$ - |
| Total Mileage Cost | | | | \$ 37.44 |

| 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 | | | | \$ 37.44 |

| PRINTING / REPRODUCTION COST | | | | | |
|--|-----------|------------|--------------|------------|--------------------|
| Type of printing/reproduction | # of Sets | Sheets/Set | Total Sheets | Cost/Sheet | Total |
| | 0 | 0.00 | 0 | \$ 0.34 | \$ - |
| | 0 | 0.00 | 0 | \$ 0.34 | \$ - |
| Utility submittals - B&W 11x17 (AL Graphics) | 2 | 100 | 200 | \$ 0.34 | \$ 68.00 |
| PS&E submittal - B&W - 11x17 (AL Graphics) | 12 | 100 | 1200 | \$ 0.34 | \$ 408.00 |
| FBC submittal - B&W - 11x17 (AL Graphics) | 12 | 100 | 1200 | \$ 0.34 | \$ 408.00 |
| CN submittal - B&W - 11x17 (AL Graphics) | 12 | 100 | 1200 | \$ 0.34 | \$ 408.00 |
| OE submittal - B&W - 22x34 (AL Graphics) | 1 | 100 | 100 | \$ 0.80 | \$ 80.00 |
| OE submittal - 22x34 mylar title sheet | 1 | 1 | 1 | \$ 24.20 | \$ 24.20 |
| Total Printing/Reproduction Cost | | | | | \$ 1,396.20 |

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

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

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

| | |
|-------------------------------------|--------------------|
| Total Out-of-pocket Expenses | \$ 1,433.64 |
|-------------------------------------|--------------------|

| | |
|------------------|--|
| Comments: | |
|------------------|--|

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



VESTAVIA HILLS

A LIFE ABOVE

City of Vestavia Hills Pedestrian Bridge over
US-31 at Wald Park
ALDOT Project Number: DE-HPP-TAPBH-A104(916)
GS Project: 28668.01
Jefferson County

Final Bridge Redesign Alternative Analysis



**Gresham
Smith**

December 17, 2021

Introduction

The purpose of this study is to present various alternatives for the pedestrian bridge over US-31 proposed to connect Wald Park with the Vestavia Hills Library. The intent is to provide the City of Vestavia Hills and ALDOT sufficient information regarding bridge type alternatives along with preliminary cost estimates for redesign and construction. Four (4) redesign alternatives were considered in this study. The alternatives are: 1) Prefabricated Steel Truss Spans, 2) 63" Florida I-Beam (Concrete) Spans, 3) 63" Bulb Tee (Concrete) Spans, 4) 63" Florida U-Beam (Concrete) Spans. Information regarding each alternative is outlined in the tables below. Also included in this document are example photos of each alternative to assist in visualizing the options.

Bridge Alternatives

Bridge Redesign Effort

| ALTERNATIVE | RAISE BRIDGE PROFILE & VERTICAL TRANSPORTATION TOWER? | REDESIGN | PLAN REVISIONS |
|---------------------------|---|---|----------------|
| PREFABRICATED STEEL TRUSS | Not required | Yes; Entire substructure only | Moderate |
| 63" FLORIDA I-BEAM | Raise +/- 1'-3" | Yes; complete superstructure and substructure | Major |
| 63" BULB TEE | Raise +/- 1'-3" | Yes; complete superstructure and substructure | Major |
| 63" FLORIDA U-BEAM | Raise +/- 1'-3" | Partial changes; minor redesign to substructure | Minor |

Constructability Considerations

| ALTERNATIVE | CAN BE FABRICATED EASILY/NEARBY? | CONSTRUCTABILITY |
|---------------------------|--|--|
| PREFABRICATED STEEL TRUSS | Yes: most likely fabricated in Fort Payne, AL | Prefabricated truss pieces will need to be spliced together at the project site; Deck formwork is built into the sections; Decrease in construction time |
| 63" FLORIDA I-BEAM | Yes: likely fabricated in Atlanta, GA; however, formwork could be purchased or modified for local production in Pelham, AL | Standard construction: Formwork will be needed for deck pour |
| 63" BULB TEE | Yes: fabricated in Pelham, AL | Standard construction: Formwork will be needed for deck pour |
| 63" FLORIDA U-BEAM | No: the beams may likely need to be fabricated in Tampa, FL | Standard construction: Formwork will be needed for deck pour |

Traffic Control Considerations

| ALTERNATIVE | TRAFFIC CONTROL |
|----------------------------------|---|
| PREFABRICATED STEEL TRUSS | 8–10-hour closure of northbound US-31 to splice together prefabricated bridge sections in the median; Run two-way traffic on southbound US-31; 30–60-minute closure of US-31 both directions to set main span; 30–60-minute closure of northbound US-31 to set end span; All lanes open 2 hours after operation to allow for removal of crane and equipment |
| 63" FLORIDA I-BEAM | Inside lane closure both directions of US-31 for setup of crane and beam placement preparation; 2–4-hour closure of US-31 both directions to set all beams; Open outside lanes both directions after beams are set; All lanes open 2 hours after operation to allow for removal of crane and equipment |
| 63" BULB TEE | |
| 63" FLORIDA U-BEAM | |

Note: Gresham Smith anticipates that all lane closures to set beams would be completed at night.

Bridge Aesthetic Considerations

| ALTERNATIVE | AESTHETICS |
|----------------------------------|---|
| PREFABRICATED STEEL TRUSS | Various truss styles for City to choose from; Truss can be painted or weathered steel (brown, rusted steel look); Architectural features can be incorporated into the prefabricated bridge sections; Architects and City will work with prefabricated bridge supplier to develop desired appearance |
| 63" FLORIDA I-BEAM | Curved bottom flange produces a smooth appearance; Architectural features will be added during construction (see Architectural Considerations section later in report) |
| 63" BULB TEE | Hard angles of Bulb Tee girders may produce a blockish appearance; Architectural features will be added during construction (see Architectural Considerations section later in report) |
| 63" FLORIDA U-BEAM | Smooth exterior faces of Florida U-Beam produces a streamline appearance; Architectural features will be added during construction (see Architectural Considerations section later in report) |

Preliminary Estimated Construction and Redesign Costs

| ALTERNATIVE | PRELIMINARY ESTIMATED CONSTRUCTION COST ¹ | PRELIMINARY ESTIMATED REDESIGN COST ² |
|---------------------|--|--|
| PREFABRICATED TRUSS | \$4,142,891 | \$126,000 |
| 63" FLORIDA I-BEAM | \$4,049,000 | \$149,000 |
| 63" BULB TEE | \$4,036,191 | \$149,000 |
| 63" FLORIDA U-BEAM | \$4,811,034 | \$149,000 |

¹ Construction Costs include bridge, roadway/site items, traffic control, fiber optic line relocation, architectural items, and 15% for construction engineering & inspection (CE&I).

² Redesign Costs include Bridge, Structural (Elevator/Stair Tower), Roadway, and Architectural.

Prefabricated Steel Truss Examples



Figure 1: Riverbanks Zoo Expansion, Columbia, SC; Contractor: Rodgers Builders; Truss Supplier: Contech



Figure 2: Front Beach Rd, Gulf Shores, AL; Contractor: Banner Industrial Construction, Inc.; Truss Supplier: Qualico Steel



Figure 3: Vanderbilt University, Nashville, TN; Contractor: Centex Rodgers, Inc.; Truss Supplier: Contech

Florida I-Beam Examples



Figure 4: Florida I-Beam



Figure 5: Florida I-Beam

Bulb Tee Girder Examples



Figure 6: Bulb Tees Girders

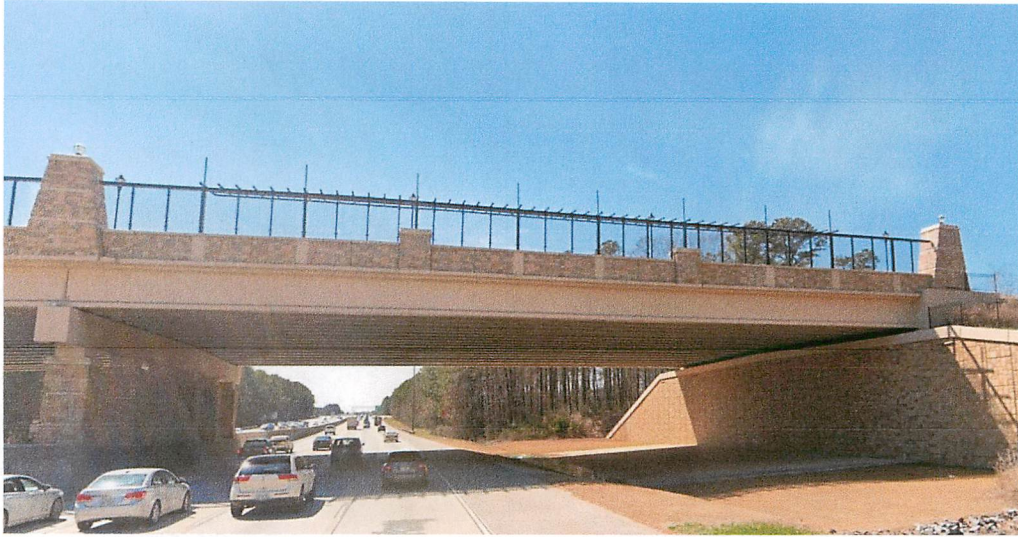


Figure 7: Encore Parkway Bridge, Alpharetta, GA using Blub-Tee Girders; Image from Google Earth

Florida U-Beam Examples



Figure 8: Florida U-Beams



Figure 9: Florida U-Beams

Roadway/Site Considerations

East Side of Roadway

For the east side of the roadway (Library side), there are no changes to the ground elevation of the elevator tower or sidewalk. The Bridge Engineers can extend the main span approximately 2' longer and move the bridge column closest to US-31 to the east two feet. This will allow us to use guardrail to shield the bridge column because we will now have the required deflection needed from guardrail to the bridge column. We will remove the concrete barrier that was previously proposed to shield the bridge column from the plans, resulting in some cost savings. This change is proposed for all the bridge designs.

West Side of Roadway – Prefabricated Steel Truss Bridge Option

The prefabricated steel truss bridge option can be constructed at the same profile/ elevation as the bridge in the original design. Therefore, there will be no changes to the ramp/ramp sidewalk on the west side of the roadway.

West Side of Roadway – All Other Bridge Options

All other bridge options will require raising the profile/elevation of the main span approximately 1' - 3" from the profile elevation of the bridge in the original design. However, a slope that meets ADA (less than 5%) can be used for the ramp/ramp sidewalk in the design. We will work with the City of Vestavia and LBYD Engineers to rework the proposed sidewalk (not constructed) in the Wald Park development to meet the pedestrian bridge ramp.

Traffic Control Plan Changes – Prefabricated Steel Truss Bridge Option

The prefabricated steel truss bridge option will require that the US-31 Northbound lanes be closed for approximately 8 – 10 hours to splice together the prefabricated bridge sections in the median. During this time, we anticipate that two-way traffic would be maintained (one lane in each direction) on the southbound side of US-31. Both directions of US-31 will need to be closed for 30–60 minutes to set main span. US-31 northbound will need to be closed again for approximately 30–60-minutes to set the second, end span. We anticipate that all lanes would be opened to traffic two hours after the above operations to allow for removal of crane and equipment. We anticipate that all of the above lane closures would be well publicized in advance and done at night to minimize impact to traffic. This closure time and length of closure is longer than in the original construction plans. Additional traffic control devices will be needed between the adjacent median openings north and south of the proposed bridge in order to run two-way traffic on the southbound side of US-31 when both northbound lanes are closed.

Traffic Control Plan Changes – All Other Bridge Options

All other bridge options require shorter duration lane closures like the original project.

Relocation of Existing Buried Fiber Optic Line

In the original project, we were allowed to remove an existing buried fiber optic line in the outside shoulder of US-31 northbound during construction and relocate it after the bridge construction was complete because the fiber was not in-service. However, ALDOT is in the process of repairing this fiber optic line and plans to begin using it soon to enable communications with all traffic signals on US-31. Accordingly, some form of communications will have to be maintained while the existing fiber optic line is removed and later relocated. It is proposed that we re-route this section of fiber permanently to the west side of roadway. This is a significant cost increase from the original construction project.

Architectural Considerations

Prefabricated Steel Truss Bridge Option

The design concept is to have overlapping arches mimicking the hills that are prevalent in and around the City. The steel truss itself will serve as the supporting structure for the bridge and non-structural decorative arches can be attached on each side of the bridge. A larger steel tube arch matching the profile of the steel truss is proposed to be attached to the outside face of the south truss on the east end of the bridge. A smaller steel tube arch is proposed to be attached on the outside face of the north truss on the west end of the bridge. The truss fabricator can provide steel plate connections as needed. A 3"x3" wire mesh fencing is proposed on both sides of the bridge to a height of 8'-2" above the deck surface over the roadway. In addition, to the handrails, a guard rail will be provided beyond the area of the wire mesh for added safety for pedestrians.

Concrete (I-Beam, Bulb-Tee, U-Beam) Bridge Options

Similarly, the design concept maintains the overlapping arches mimicking the hills that are prevalent in and around the City. However, for these bridge options, the decorative arches are proposed to be supported from the concrete deck with bolted connections. The architectural profile of the steel arch on the south side of the bridge will have two arches and straight segments in between. The north side of the bridge will have one long profile with one arch and straight segments. The countering profiles when viewed from a distance will form the desired overlapping effect mimicking the hills beyond. A 3"x3" wire mesh fencing is proposed to be provided on both sides of the bridge to a height of 8'-2" above the deck

surface over the roadway and attached to the vertical supports. Handrails will be provided, and guardrails will be added beyond the wire mesh for added safety.

Bridge Lighting Design Options

Lighting the bridge is comprised of three components. First is an LED lighting strip that is proposed to be attached to the top and illuminate the profile of the steel tube arches or truss design described above. The second is LED lighting that is proposed to be provided just below the handrails attached at the vertical supports illuminating the walking surface of the bridge. The third lighting component is an optional LED lighting package to illuminate the underside of the bridge span. Lighting will be provided at the stairs mounted on the elevator/stair tower. Any additional City signage can be illuminated independent of the bridge lighting.

Construction Cost Increases

In talking with local contractors and watching construction bid letting prices from the past year, there has been a significant upward trend in construction costs. Some local contractors are saying that construction costs are approximately 30% higher because of hard to source items, workplace issues such as loss of construction jobs, and freight issues with getting items to the job site. Although the bid for the originally designed bridge was roughly \$3,696,600 in February 2021, the cost of the exact same project now is estimated to be approximately \$4,800,000 according to construction cost trends.

Evaluation Matrix

| ALTERNATIVE | RAISE BRIDGE PROFILE & VERTICAL TRANSPORTATION TOWER? | REDESIGN | PLAN REVISIONS | FABRICATED NEARBY | CONSTRUCTABILITY | TRAFFIC CONTROL | AESTHETICS | CONSTRUCTION COST | REDESIGN COST | OVERALL |
|---------------------------|---|----------|----------------|-------------------|------------------|-----------------|------------|-------------------|---------------|---------|
| PREFABRICATED STEEL TRUSS | 1 | 3 | 4 | 2 | 1 | 4 | 1 | 3 | 1 | 20 |
| 63" FLORIDA I-BEAM | 4 | 4 | 4 | 3 | 3 | 3 | 3 | 2 | 4 | 30 |
| 63" BULB TEE | 4 | 4 | 4 | 1 | 3 | 3 | 4 | 1 | 4 | 28 |
| 63" FLORIDA U-BEAM | 4 | 2 | 3 | 4 | 3 | 3 | 2 | 4 | 4 | 29 |

Ranking: 1 – Best; 4 – Worst

According to the Evaluation Matrix shown above, the Prefabricated Steel Truss Bridge option ranked the best of the four (4) alternatives. The Prefabricated Steel Truss Bridge alternative keeps the original bridge profile, can be fabricated nearby and is easier to construct on-site, aesthetically can be designed to mimic the “look” of the original bridge design, and the redesign cost is lower. Additionally, since the amount of redesign work is less and the actual structural design of the truss will be done in construction by the truss manufacturer, this should reduce the time needed for the redesign work and enable to project to be re-bid sooner.

Moving Forward

Gresham Smith will submit this feasibility study to ALDOT for their review of the alternative structure types. Once the City and ALDOT have reached a concurrence on which structure type to move forward with, the re-design process can begin.

When moving forward to complete the design of the recommended structure, Gresham Smith will evaluate the anticipated cost of the architectural items that are proposed. As part of the architecture fee for the redesign, we plan to engage a local general contractor (Doster Construction) to provide cost estimates on the architectural items of the bridge and elevator tower (ALDOT Pay Item 770A-110, Vertical Transportation Tower and Railings). If the architectural cost estimate comes in higher than expected after Doster's cost estimate, Gresham Smith will work on solutions to bring down the architectural costs with construction advisement from Doster.

Appendix

Appendix A Concept Drawings
Appendix B Cost Estimates

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

February 24, 2023

By Hand Delivery

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

In Re: Ordinance Number 3154 Approving Third Supplemental Agreement with GS

Dear Becky:

I hand deliver to you Ordinance Number 3154, which if approved will authorize and direct the execution and delivery of the Third Supplemental Agreement by and between the City and GS.

Please note that the Third Supplemental Agreement is attached to Ordinance Number 3154 as Exhibit One. The October 5, 2022 Proposal from GS is attached to the Third Supplemental Agreement as Exhibit A.

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

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosure

cc: City Manager Jeff Downes (by hand w/o encl.)

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
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BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018

FACSIMILE (205) 324-2295

E-Mail: patrickboone@bellsouth.net

February 22, 2023

By Electronic Mail

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

In Re: Pedestrian Bridge
Ordinance Number 3154
Third Supplemental Agreement

Dear Becky:

I forward you suggested draft of Ordinance Number 3154 in "Word" format. Upon approval of the Third Supplemental Agreement by Blair Perry, I will do the following:

1. I will attach the GS Proposal dated October 5, 2022 to the Third Supplemental Agreement marked as Exhibit A.
2. I will label the Third Supplemental Agreement as Exhibit One to Ordinance Number 3154.
3. I will forward the Third Supplemental Agreement to you in "Word" format.

Please call me if you have any questions.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

Enclosure

cc: City Manager Jeff Downes (by e-mail)



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

February 27, 2023

To: Jeff Downes, City Manager

Cc:

From: Rebecca Leavings

RE: Resolution Number 5444 - A Resolution authorizing the City Manager to execute and deliver and agreement with Jefferson County to utilize voting tabulators, poll pads and other voting equipment for the upcoming School Tax Election scheduled for May 9, 2023.

Background:

The City Council adopted Ordinance Number 3150 Calling for an Ad Valorem School Tax Election in the City of Vestavia Hills. This agreement with Jefferson County allows the City to utilize the Jefferson County voting equipment for the City's polling places.

Recommendation:

Fiscal Impact:

Funding by monies appropriated by the approval of Resolution Number 5441.

Attachments:

1. Resolution 5444