

**ORDINANCE NUMBER 3198**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE APPROVAL AND ACCEPTANCE OF AN OFFER BY GRESHAM SMITH DATED AUGUST 23, 2023 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 FOURTH SUPPLEMENTAL AGREEMENT BY AND BETWEEN THE CITY OF VESTAVIA HILLS, ALABAMA (“CITY”), AS ‘OWNER,’ AND GRESHAM SMITH, AS “ARCHITECT/ENGINEER,” A COPY OF WHICH IS ATTACHED HERETO, MARKED AS EXHIBIT A AND INCORPORATED INTO THIS ORDINANCE NUMBER 3198 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 3198** is considered, approved, enacted and adopted by the City Council of the City of Vestavia Hills, Alabama on this the 25th day of September, 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; and

**WHEREAS**, on October 5, 2022, approved and adopted Ordinance Number 3154 which accepted the written GS submitted offer proposing Pedestrian Bridge Redesign and Construction Plans Update for and in consideration of Two Hundred Forty-six Thousand Eight Hundred Thirty Dollars (\$246,830.00), the “Third Supplemental Agreement”; and

**WHEREAS**, on August 23, 2023, GS submitted an offer to the City proposing Pedestrian Bridge Redesign and Construction Plans Update for and in consideration of Seventy-one Thousand, Nine Hundred, Eighty-eight Dollars (\$71,988), a copy of which is marked as Exhibit A and incorporated into this Ordinance Number 3198 by reference as though set out fully therein; 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 August 23, 2023 proposing to redesign and update the construction plans for the pedestrian bridge; and

**WHEREAS**, the City Attorney has prepared and submitted the Fourth 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 3198 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 Fourth 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 3198 by reference as though set out fully herein.

**SECTION TWO: EXHIBIT.** The following Exhibit is attached hereto and incorporated into this Ordinance Number 3198 by reference as though set out fully herein:

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

**SECTION THREE: ACCEPTANCE OF OFFER.** The August 23, 2023 Offer by GS as set forth in Exhibit A to the Fourth Supplemental Agreement (Exhibit A to Ordinance Number 3198) is hereby accepted by the City of Vestavia Hills, Alabama.

**SECTION FOUR: AGREEMENT FOR EXECUTION AND DELIVERY OF FOURTH SUPPLEMENTAL AGREEMENT.** The Mayor and City Manager are hereby authorized and directed to execute and deliver the Fourth Supplemental Agreement designated as Exhibit A to this Ordinance Number 3198 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 3198 that may not be specifically identified herein.

**SECTION SIX: FUNDING FOR SAID AGREEMENT.** The funding for said Fourth Supplemental Agreement has been budgeted in the City's FY24 Capital Fund budget.

**SECTION SEVEN: UNANIMOUS CONSENT FOR CONSIDERATION OF AND ACTION UPON APPROVAL, ADOPTION AND ENACTMENT OF ORDINANCE NUMBER 3198.** The City Council shall have a unanimous consent of Ordinance Number 3198 and consider its approval, adoption and enactment thereof at its regularly scheduled meeting on September 25, 2023 at 6:00 p.m. If approved, the City Council may adopt and enact Ordinance Number 3198 if unanimous consent of those present is given for immediate consideration as authorized by Title 11-45-2(b), *Code of Alabama, 1975*.

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

**SECTION NINE: SEVERABILITY.** If any part, section or subdivision of this Ordinance Number 3198 shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

**SECTION TEN: POSTING OF ORDINANCE NUMBER 3198:** If the City Council approves, enacts and adopts Ordinance Number 3198, as written or as amended, then in such event, said ordinance shall be posted in three (3) public places within the City as required by Title 11-45-8(b)(1), *Code of Alabama, 1975*.


**SECTION ELEVEN: EFFECTIVE DATE OF ORDINANCE NUMBER 3198.** This Ordinance Number 3198 shall become effective five (5) days after posting in accordance with Title 11-45-8(b), *Code of Alabama, 1975*.

**DONE, ORDERED, APPROVED and ADOPTED** on this the 25th day of September, 2023.

CITY OF VESTAVIA HILLS, ALABAMA

By Ashley C. Curry  
Ashley C. Curry  
Mayor

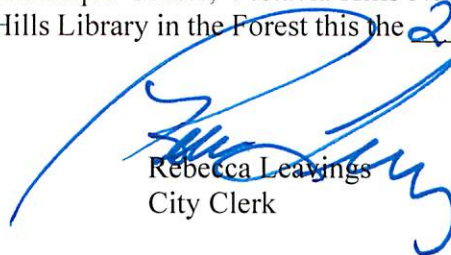
ATTESTED BY

  
\_\_\_\_\_  
Rebecca Leavings  
City Clerk

**CERTIFICATION:**

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 3198 a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 25<sup>th</sup> day of September, 2023 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the 26<sup>th</sup> day of SEPT, 2023.

  
Rebecca Leavings  
City Clerk

STATE OF ALABAMA  
JEFFERSON COUNTY

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

WITNESSETH THIS FOURTH SUPPLEMENTAL AGREEMENT, made and entered into on this this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Vestavia Hills, Alabama, a municipal corporation, (“City”) and Gresham Smith (“Architect/Engineer”).

**WITNESSETH THESE RECITALS:**

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

**WHEREAS**, Gresham Smith has agreed to provide additional architectural and engineering services to add branding/signage, a decorative lighting system, security system and other elements to the Bridge; provide additional utility coordination services to coordinate the necessary utility relocations and obtain executed utility relocation agreements from all utility companies within the project limits; and prepare the required Construction Best Management Practices Plan (CBMPP) for the Project for and inconsideration of additional fees in the amount of Seventy-One Thousand, Nine Hundred and Eighty-Eight Dollars (\$71,988); and

**WHEREAS**, a copy of the written Proposal dated August 23, 2023 to perform these additional professional architectural and engineering services is attached hereto, marked as Exhibit A and is incorporated into this Fourth Supplemental Agreement Between Owner and Architect/Engineer (the “Agreement”) as though set our fully herein; and

**WHEREAS**, the City 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 Gresham Smith, as “Architect/Engineer”, wish to reduce their agreement to writing.

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

1. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this Fourth Supplemental Agreement Between Owner and Architect/Engineer by reference as though set out fully herein.
2. **EXHIBIT:** Exhibit A is attached hereto and is incorporated herein verbatim by reference as though set out fully herein.

All other provisions of the Original Agreement Between Owner and Architect/Engineer for this Project, dated September 27, 2011, Supplemental Agreement Number 1 dated October 23, 2018, Supplemental Agreement Number 2 dated September 24, 2020 which have not been previously amended, and all other provisions of the Third Supplemental Agreement dated February 27, 2023 which are not being amended by this Fourth Supplemental Agreement remain in effect. The following provisions of the Third Supplemental Agreement are hereby amended:

**3. THE WORK:** In addition to The Work described in the Third Supplemental Agreement, Gresham Smith will design and update the drawings, plans, and specifications for the Project to include the additional professional architecture and engineering services described above and in Exhibit A.

**4. CONTRACT PRICE:** In addition to The Contract Price stipulated in the Third Supplemental Agreement, the City agrees to pay Gresham Smith for the faithful performance of the additional Work described in this Fourth Supplemental Agreement and Exhibit A, the additional sum of Seventy-One Thousand, Nine Hundred and Eighty-Eight Dollars (\$71,988). The breakdown of this additional fee by task is further identified in Exhibit A.

**IN WITNESS WHEREOF,** the City of Vestavia Hills, Alabama, a municipal corporation, and Gresham Smith have caused this Fourth Supplemental Agreement to be executed by their duly authorized officers and their respective seals to be affixed hereto on the date first above written.

**OWNER:**  
CITY OF VESTAVIA HILLS, ALABAMA  
A Municipal Corporation

By \_\_\_\_\_  
Ashley C. Curry  
Its Mayor

By \_\_\_\_\_  
Jeffrey D. Downes  
Its City Manager

ATTESTED

By \_\_\_\_\_

**ARCHITECT/ENGINEER:**  
GRESHAM SMITH

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTESTED:

By \_\_\_\_\_



**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley C. Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Fourth Supplemental Agreement for Professional Architecture and Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Fourth Supplemental Agreement for Professional Architecture and Engineering Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

**STATE OF ALABAMA  
JEFFERSON COUNTY**

**CORPORATE ACKNOWLEDGMENT**

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

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
SEAL

August 23, 2023

Mrs. Lori Beth Kearly, PE, Director - Public Services Department  
City of Vestavia Hills  
1032 Montgomery Highway  
Vestavia Hills, AL 35216

Subject: Additional Services Proposal for Pedestrian Bridge Branding, Decorative Lighting,  
Security and Additional Utility Coordination Services  
Pedestrian Bridge over US-31 at Wald Park  
ALDOT Project No. HPP-TAPBH-CMAQ-A104(916)

Dear Mrs. Kearly:

Gresham Smith is pleased to submit this additional services proposal for the addition of branding/signage, decorative lighting and security systems to the Pedestrian Bridge. This proposal also includes additional utility coordination services to coordinate necessary utility relocations and obtain executed utility agreements from all utility companies within the project limits and the preparation of a Construction Best Management Practices Plan (CBMPP) as required by ALDOT.

#### SCOPE OF SERVICES

As you are aware, the design of branding/signage, decorative lighting and security are not included in our current scope of services for the design of this bridge, since ALDOT typically does not allow aesthetic features like this in their projects. **Gresham Smith's scope of services** for adding these features to the project is shown below.

Branding/Signage - Gresham Smith will coordinate with the City to determine the type, size, location and other details for branding/signage. If branding/signage is proposed on the vertical transportation tower, our structural subconsultant, LBYD Engineers, Inc will revise their plans to include the appropriate details for how and where the branding will be attached to the tower. If branding/signage is proposed on the bridge superstructure itself, Gresham Smith's **bridge engineers will include the appropriate specifications, notes and/or details on the bridge sheets and Special Provision** for the contractor-designed prefabricated steel bridge superstructure. If superstructure branding is chosen, the actual design of all attachment details will be part of the contractor-designed bridge superstructure.

Decorative Lighting - Gresham Smith's architectural team will coordinate with the City to determine locations and features desired by the City for the decorative lighting system on the bridge. Once that is determined, our electrical subconsultant Dewberry Engineering, Inc., will update the plans and Special Provisions to specify the LED lighting system that is anticipated to include the ability to change color/lighting and the pattern of the lighting. The electrical plans will also be revised as needed to accommodate the decorative lighting system.

Security - Gresham Smith's architectural team will coordinate with the City to determine the security features desired by the City for the bridge. Our subconsultant Dewberry Engineering, Inc., will update the plans and Special Provisions to include security cameras, sensors, conduit, wiring, and communication system that will communicate **back to the City Hall or the City's network**. *This design is predicated on being able to connect to existing City fiber network either at the Library or at Wald Park. Owner driven deviation from this design premise may require additional service fee.*

Bridge Plan Revisions - Gresham bridge team will make revisions to the bridge plans and Special Provision to accommodate the branding, decorative lighting and security systems. This includes showing any branding/signage details on the main span, modifying the Special Provision for the contractor-designed prefabricated steel pedestrian bridge to include provisions for the branding/signage, and incorporating any conduits for the lighting and security systems into the bridge design as necessary.

Additional Utility Coordination - Due to the number of utilities involved and the extensive efforts to date coordinating necessary utility relocations and obtaining the required utility agreements, we have exhausted the utility coordination budget included in Supplemental Agreement No. 3. Additional time and fees are needed to continue our utility coordination work, obtain the required utility agreements and prepare the ALDOT-required utility certification.

Construction Best Management Practices Plan (CBMPP) - Our scope of services in Supplemental Agreement No. 3 did not include the preparation of a CBMPP since the disturbed area of the project is less than one acre. Per the comment received from ALDOT at the recent PS&E review, Gresham Smith will be required to develop a CBMPP since the project will be considered a priority construction site.

COMPENSATION

Gresham Smith proposes to perform the scope of services described above for the cost-plus, not to exceed fee of \$71,988. The table below shows a breakdown of these fees.

Description	Fee
Bridge Plans and Special Provision Revisions	\$5,638
Architectural Design Services	\$9,985
Structural Design Services (Vertical Transportation Tower)	\$4,200

Electrical/Lighting and Security Design Services	\$30,555
Additional Utility Coordination Services	\$10,805
Discipline Coordination, Preparation of CBMPP & Project Management	\$10,805
<b>TOTAL ADDITIONAL FEE</b>	<b>\$71,988</b>

Gresham Smith will continue to **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.

SCHEDULE

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. We will endeavor to complete the design of the branding/signage, decorative lighting and security system in four (4) weeks, exclusive of City and ALDOT reviews and approvals.

AGREEMENT

Gresham Smith anticipates the City of Vestavia Hills will supplement our current agreement for this project for these additional design services.

If you have any **questions about the additional services described above, please don't hesitate to contact us.**

Sincerely,



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



Christina Florez, P.E.  
Project Manager

Copy  
Christopher Brady, P.E., City of Vestavia Hills