

**MEETING AGENDA OF THE  
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)  
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213**

**NOVEMBER 13, 2018, 7:00 P.M.**

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1. Consideration: Resolution expressing gratitude to Susan Swagler for her service on the Planning Commission.
2. November 24, 2018 proclaimed Small Business Saturday in the City of Mountain Brook.
3. November 2018 proclaimed National American Indian Heritage Month in the City of Mountain Brook.
4. Approval of the minutes of the October 22, 2018, regular meeting of the Mountain Brook City Council.
5. Approval of the minutes of the November 5, 2018, organizational meeting of the Mountain Brook City Council.
6. Consideration: Resolution ratifying and approving the transfer of funds for the fiscal year ended September 30, 2018.
7. Consideration: Resolution authorizing the execution of an agreement with Advance Plumbing Company, Inc. with respect to the Mountain Brook Elementary School athletic field restroom project.
8. Consideration: Resolution authorizing the execution of an agreement with Alabama Sawyer, LLC for log recycling services.
9. Consideration: Resolution authoring the execution of a preliminary engineering agreement with the State of Alabama (acting by and through Alabama Department of Transportation) with respect to bridge reconstruction and habilitation for Old Brook Trail (BIN 012869) over Little Shades Creek and Canterbury Road Bridge (BIN 002873) over Watkins Creek (Project No. STPBH-3716(256), CPMS Ref No. 100066110).
10. Consideration: Resolution authoring the execution of a professional service agreement with Gresham Smith with respect to the Old Brook Trail and Canterbury Road bridge projects (ALDOT Project No. STPBH-3716(256), CPMS Ref No. 100066110).
11. Announcement: The next regular meeting of the City Council will be November 26, 2018, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
12. Comments from residents.
13. Adjourn.

## RESOLUTION

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**WHEREAS**, Susan Swagler served with distinction on the Mountain Planning Commission for nearly twelve years, from January 2007 to October 2018, during which time she also served in the capacity of secretary, vice-chair, and chair of the planning commission; and

**WHEREAS**, over the course of her tenure on the Planning Commission, Susan Swagler's invaluable insight greatly contributed to the detailed review process of many legacy zoning and redevelopment projects, including: Overton Village, Cahaba Village, Lane Parke and "The Pig," as well as numerous meaningful institutional projects such as the community's library, city hall, schools, and religious facilities; and

**WHEREAS**, Susan Swagler unfailingly exhibited a love for the Mountain Brook community and always took its best interest to heart, carefully weighing the benefits of each zoning proposal against potential effects on surrounding properties, neighborhoods, and the city as a whole; and

**WHEREAS**, Susan Swagler consistently went the extra mile to personally visit proposed development sites in order to investigate zoning cases at the pedestrian level -- viewing development proposals from the perspective of adjoining neighbors; and

**WHEREAS**, Susan Swagler is a true *friend of planning*, consistently taking a special interest in numerous zoning code amendments, and whose tireless efforts helped shape the adoption of the Village Master Plan, and;

**WHEREAS**, Susan Swagler chaired the Planning Commission with a grace and warmth that will be missed, her mannerism was always professional and personable at the same time; and

**WHEREAS**, While Susan Swagler always brought fresh enthusiasm, an open mind, and a sharp intuition to each case, she also possessed the fortitude to make tough recommendations on a case when a proposed project was not properly mitigated in such a way as to protect the community; and

**WHEREAS**, Through her strong leadership and human empathy, Susan Swagler has left the city of Mountain Brook a better place than when she "found" it.

**NOW, THEREFORE**, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Susan Swagler for her exemplary service and wish her well in future endeavors.

**ADOPTED:** The 13th day of November, 2018.

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Virginia C. Smith, Council President

**APPROVED:** The 13th day of November, 2018.

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Stewart H. Welch III, Mayor

2018-151

## PROCLAMATION

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**Whereas**, the government of the City of Mountain Brook, Alabama, celebrates its local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

**Whereas**, small businesses employ 47.5 percent of the employees in the private sector in the United States; and **Whereas**, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

**Whereas**, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

**Whereas**, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and **Whereas**, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%); and

**Whereas**, the City of Mountain Brook, Alabama supports its local businesses that create jobs, boost our local economy and preserve our communities; and

**Whereas**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, November 24, 2018, as:

### ***“SMALL BUSINESS SATURDAY”***

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 13th day of November of the year of our Lord 2018 and of the Independence of the United States of America, the 242nd.

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Stewart H. Welch III, Mayor

2018-152

## PROCLAMATION

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**Whereas**, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

**Whereas**, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

**Whereas**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**Whereas**, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

**Whereas**, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, November, 2018, as:

### *“NATIONAL AMERICAN INDIAN HERITAGE MONTH”*

and urge the residents of our community, and communities across the country, to observe this month with the appropriate programs, ceremonies and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 13th day of November of the year of our Lord 2018 and of the Independence of the United States of America, the 242nd.

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Stewart H. Welch III, Mayor

2018-153

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
OCTOBER 22, 2018**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 22nd day of October, 2018. [Due to the Council President feeling ill] the Council President Pro Tempore called the meeting to order and the roll was called with the following results:

**Present:** Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Alice B. Womack  
Stewart Welch III, Mayor

**Absent:** Philip E. Black  
Lloyd C. Shelton

Also present were City Attorneys Carl Johnson and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

**1. AGENDA**

1. Spartan Shuttle update-Suzan Doidge (Appendix 1)
2. Fire Department training grant along with four (4) other jurisdictions-Chief Mullins (Motion No. 2018-141 was added to the formal meeting agenda)
3. Hollywood Boulevard pedestrian bridge update-Virginia Smith  
  
The project appears to be on track for approval by the interested governments.
4. Reminder-Council meeting on Monday, November 12<sup>th</sup> will be moved to Tuesday, November 13<sup>th</sup> due to Veterans Day holiday and the organizational meeting of the City Council shall be held on Monday, November 5, 2018, at 7:30 a.m.
5. Review of the matters to be considered at the formal (7 p.m.) meeting

**2. EXECUTIVE SESSION AND ADJOURNMENT**

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter involving a real estate matter and that the City Council shall reconvene in the Council Room (A108) immediately upon its conclusion. The City Attorney certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council member Womack. There being no further discussion, the vote was called with the following results:

**Ayes:** Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Alice B. Womack

**Nays:** None

Council President Pro Tempore Pritchard thereupon declared that said motion carried by a vote of 3—0, adjourned the pre-meeting at approximately 6:40 p.m.

**3. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on October 22, 2018, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

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City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
OCTOBER 22, 2018**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on the 22nd day of October, 2018. [Due to the Council President feeling ill] the Council President Pro Tempore called the meeting to order and the roll was called with the following results:

**Present:** Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore  
Alice B. Womack  
Stewart Welch III, Mayor

**Absent:** Philip E. Black  
Lloyd C. Shelton

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

**1. ANNUAL REPORT OF THE MOUNTAIN BROOK CHAMBER OF COMMERCE TO THE CITY COUNCIL (APPENDIX 1)**

Executive Director Suzan Doidge and Chamber President Cal Dodson expressed the gratitude of the Chamber Board to the Mayor and City Council for its support over the past year and made its semi-annual report using a short video presentation (Appendix 1).

**2. PRESENTATION**

Mayor Welch presented Resolution No. 2018-142 (Exhibit 2) to Henry Lapidus and on behalf of the City Council and residents of the community expressed gratitude for his dedicated service on the Board of Zoning Adjustment.

**3. CONSENT AGENDA**

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the October 8, 2018, joint, regular meeting of the City Council and Mountain Brook Emergency Communications District.

<b>2018-141 Motion</b>	Authorize the Fire Chief to execute such documents determined necessary with respect to the City's participation in a multi-jurisdictional fire training grant application	Exhibit 1, Appendix 2
<b>2018-142</b>	Expression of gratitude to Henry Lapidus for his service on the Board of Zoning Adjustment	Exhibit 2
<b>2018-143</b>	Appoint Aimee Reese to the Park and Recreation Board, to serve without compensation through October 22, 2023	Exhibit 3, Appendix 3
<b>2018-144</b>	Authorize the execution of a memorandum of understanding between the City and Jefferson County Commission with respect to storm debris removal services	Exhibit 4, Appendix 4

- 2018-145** Authorize the execution of an agreement with the Birmingham-Jefferson County Transit Authority (BJCTA or MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2019 Exhibit 5, Appendix 5

Thereupon, the foregoing minutes, motion and resolutions were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption was made by Council President Smith. The minutes, motion and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes, motion and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard thereupon declared that said minutes, motion (No. 2018-141) and resolutions (Nos. 2018-142 through 2018-145) are adopted by a vote of 3—0 and as evidence thereof Council President Smith signed the same.

**4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE REZONING A PARCEL RECENTLY ANNEXED INTO THE CITY FROM ITS TEMPORARY ZONING OF RESIDENCE B TO PERMANENT ZONING OF RESIDENCE A, 2700 LOCKERBIE CIRCLE, 35223 (EXHIBIT 6, APPENDIX 6)**

The ordinance was introduced in writing by Council President Pro Tempore Pritchard who then invited comments and questions from the audience. There being none, Council President Pro Tempore Pritchard called for a motion. Council President Smith made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Alice B. Womack

Nays: None

The Council President Pro Tempore Pritchard declared the motion passed by a vote of 3—0.

After said ordinance had been considered in full by the Council, Council member Womack moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Alice B. Womack

Nays: None

The Council President Pro Tempore Pritchard declared that the said ordinance (No. 2033) is hereby adopted by a vote of 3—0 and, as evidence thereof, Council President Smith signed the same.

**5. MAYORAL APPOINTMENT (NO. 2018-146) TO THE PLANNING COMMISSION  
(EXHIBIT 7, APPENDIX 7)**

Mayor Welch announced his appointment of Ms. Graham Smith to the Planning Commission to fulfill the unexpired term of Susan Swagler ending October 1, 2020 (2014-138).

**6. ANNOUNCEMENTS**

1. The City Council shall hold an organizational meeting on Monday, November 5, 2018, at 7:30 a.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
2. The next regular meeting of the City Council (after the organizational meeting) will be Tuesday, November 13, 2018, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

**7. ADJOURNMENT**

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:15 p.m.

**8. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on October 22, 2018, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

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City Clerk

**EXHIBIT 1**

**MOTION NO. 2018-141**

Council President Smith made a motion that the City Council authorizes the Fire Chief to execute such documents determined necessary with respect to the City's participation in a multi-jurisdictional fire training grant application. The motion was seconded by Council member Womack.

There being no further discussion or comments or questions from the audience, Council President Pro Tempore Pritchard called for a vote with the following results:

Ayes: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard thereupon declared that said motion (No. 2018-141) is adopted by a vote of 3—0.

**APPENDIX 2**

**MINUTES OF THE ORGANIZATIONAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
NOVEMBER 5, 2018**

The City Council of the City of Mountain Brook, Alabama, met in special public session to conduct its organizational meeting as required by the laws of the State of Alabama in the City Hall Council Chambers (Room A108) of the City of Mountain Brook on Monday, the 5th day of November 2018, at 7:30 a.m.

The meeting was called to order by the Council member-elect William S. Pritchard III and the roll was called with the following results:

Present: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack  
Stewart H. Welch III

Absent: Virginia C. Smith

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

**1. INTRODUCTION OF K. C. HAIRSTON**

Council member-elect William S. Pritchard III introduced Mountain Brook Municipal Court Judge K. C. Hairston who will administer the oaths of office.

Judge Hairston then administered the oaths of office to Council members Pritchard, Shelton and Womack (Appendices 1 through 3, respectively) who then assumed their respective roles on the City Council.

**2. CONSENT AGENDA**

Council member Pritchard announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

<b>2018-146A MOTION</b>	Motion for the adoption of the rules of order and procedure	<b>Exhibit 1</b>
<b>2018-147</b>	Appoint the City Attorney(s) (Bishop, Colvin, Johnson & Kent and Starnes, Davis & Florie, LLP)	<b>Exhibit 2</b>
<b>2018-148 MOTION</b>	Motion appointing Council representatives to the: Planning Commission (voting member)-Philip E. Black Board of Zoning Adjustment (liaison)-Virginia C. Smith Parks and Recreation Board (liaison)-Virginia C. Smith Emmet O'Neal Library Board (liaison)-Lloyd C. Shelton Board of Education (liaison)-William S. Pritchard III Finance Committee (voting member)-Lloyd C. Shelton Villages Design Review Committee (liaison)-Alice B. Womack Editorial Board-Virginia C. Smith Board of Landscape Design (liaison)-Virginia C. Smith Chamber of Commerce (liaison)-Alice B. Womack Parking Committee-Philip E. Black Municipal judges-Stewart Welch III Public safety departments-Stewart Welch III All In Committee (voting member)-William S. Pritchard III	

- 2018-149** Appoint the members of the Mountain Brook City Council as the Board of Commissioners of the Mountain Brook Emergency Communication District and nomination of the Chairman (Virginia C. Smith) of the Emergency Communication District Board **Exhibit 3**

Thereupon, the foregoing motions and resolutions were introduced by Council member Pritchard and a motion for their immediate adoption was made by Council member Black. The motions and resolutions were then considered by the City Council. Council member Pritchard seconded the motion to adopt the foregoing motions and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard thereupon declared that said motion (No. 2018-146A and 2018-148) and resolutions (Nos. 2018-147 and 2018-149) are adopted by a vote of 4—0 and as evidence thereof Council President Pro Tempore Pritchard signed the same.

**3. CONSIDERATION: ORDINANCE (NO. 2034) APPOINTING THE CITY MANAGER (EXHIBIT 4)**

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by Council member Shelton that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack and was unanimously carried, as follows:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council member Black then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared that the ordinance (No. 2034) is hereby adopted by a vote of 4—0 and, as evidence thereof, he signed the same.

**4. CONSIDERATION: ORDINANCE (NO. 2035) APPOINTING THE CITY CLERK (EXHIBIT 5)**

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by member Shelton that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by member Black and was unanimously carried, as follows:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pritchard declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council member Womack then moved for the adoption of said ordinance. The motion was seconded by Council member Black. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared that the ordinance (No. 2035) is hereby adopted by a vote of 4—0 and, as evidence thereof, he signed the same.

**5. CONSIDERATION: ORDINANCE (NO. 2036) APPOINTING THE CITY TREASURER (EXHIBIT 6)**

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by Council member Black that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Shelton and was unanimously carried, as follows:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council member Black then moved for the adoption of said ordinance. The motion was seconded by Council member Shelton. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared that the ordinance (No. 2036) is hereby adopted by a vote of 4—0 and, as evidence thereof, he signed the same.

**6. CONSIDERATION: ORDINANCE (NO. 2037) APPOINTING THE ASSISTANT CITY TREASURER (EXHIBIT 7)**

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by Council member Black that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack and was unanimously carried, as follows:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council member Shelton then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared that the ordinance (No. 2037) is hereby adopted by a vote of 4—0 and, as evidence thereof, he signed the same.

**7. INAUGURATION OF THE AFOREMENTIONED OFFICERS**

Judge Hairston then administered the oaths of office to Sam Gaston, Steven Boone, William F. Angell and John H. ("Jack") Martin (Appendices 4 through 7, respectively), who then assumed their respective duties as officers of the City of Mountain Brook.

**8. CONSIDERATION OF A RESOLUTION (NO. 2018-150 IMPOSING A MORATORIUM ON NEW CONSTRUCTION ON CERTAIN NON-CONFORMING LOTS IN RESIDENCE A ZONING DISTRICTS (EXHIBIT 8)**

**9. ANNOUNCEMENT: THE NEXT MEETING OF THE CITY COUNCIL**

Council President Pro Tempore Pritchard announced that the next meeting of the Mountain Brook City Council will be held on Tuesday, November 13, 2018 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

## 10. EXECUTIVE SESSION ADJOURNMENT

There being no further business to come before the City Council at this time, Council President Pro Tempore Pritchard called for a motion that the City Council convene into executive session to discuss a real estate matter and that the City Council shall not reconvene thereafter. Council member Shelton made such motion. The motion was seconded by Council member Black. Thereupon, the City Attorney certified that the subject matter of said executive session is permissible under the Open Meetings Act. Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: Philip E. Black  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Pro Tempore Pritchard declared that said motion carried by a vote of 4—0 and then adjourned the meeting.

## 11. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on November 5, 2018, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

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Steven Boone, City Clerk

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### EXHIBIT 1

#### MOTION NO. 2018-146A

#### DIVISION 2. - RULES OF ORDER AND PROCEDURE

##### Sec. 2-56. - Meetings.

(a) *Rules of procedure.* Meetings of the city council shall be conducted in accordance with the applicable statutes of the state, as implemented by the rules of procedure contained in this article.

(b) *Time and place of regular meetings; special meetings.* Meetings of the council shall be held at the city hall or such other places within the city limits as the council may determine.

(1) Regular meetings shall be at such times as determined by the council.

(2) Written or oral notice of the time of any special meeting of the council as authorized by Code of Ala. 1975, § 11-43-5 shall, unless such meeting is announced at a regular meeting of council, be given to the city manager and to each councilmember at least 12 hours in advance of the meeting. The failure of any of them to receive such notice shall not invalidate an action taken at such meetings if:

a. Such person is present at the meeting or, either before or after the meeting, waives notice thereof; or

b. Such action is ratified at a subsequent meeting of the council.

The business that may be transacted at a special meeting shall not be limited to the item indicated in the notice. To the extent practicable, notice of a special meeting shall also be given to the mayor and the clerk, but the failure of either or both of them to receive such notice shall not impair the validity and efficacy of the business transacted at the meeting.

**RESOLUTION NO. 2018-154**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby ratifies and approves the transfer of funds as follows for the year October 1, 2017 through September 30, 2018:

<b>Ledger Number</b>	<b>Ledger Description</b>	<b>Amount</b>
115-3408-4810	Transfers-General Fund	\$2,473.57 DR
115-1001-0000	Cash	2,473.57 CR
100-1001-0000	Cash	2,473.57 DR
100-1116-6915	Transfer-Park Board	2,473.57 CR
	Transfer excess surplus from Park Board (115) to General Operations (100)	
100-1001-0000	Cash	2,473.57 CR
100-1116-6945	Transfers-Emergency Reserve Fund	2,473.57 DR
146-1001-0000	Cash	2,473.57 DR
146-3408-4810	Transfers-General Fund	2,473.57 CR
	General Operations (100) transfer to the Emergency Reserve Fund (146)	
60010010000	Cash-Debt Service Fund	60,861.21 CR
60034084810	Transfers-General Fund	60,861.21 DR
10011166962	Transfers-Debt Service Fund	60,861.21 CR
10010010000	Cash-General Fund	60,861.21 DR
	(1) Transfer \$118,465 from General Fund to Debt Service Fund (as originally budgeted), 2) reimburse the General Fund for cash paid to the MB BOE for its MBHS baseball and MBJH practice field improvement projects and 3) transfer recoveries for same received in General Fund back to Debt Service Fund.	
100-1001-0000	Cash-General Fund	800,000.00 CR
100-1116-6962	Transfers-Debt Service Fund (Pension)	300,000.00 DR
100-1116-6917	Transfers-Capital (Bridges and other infrastructure)	300,000.00 DR
100-1116-6928	Transfers-Capital (Sidewalks)	200,000.00 DR
600-1001-0000	Cash-Debt Service	300,000.00 DR
600-3408-4810	Transfers-General Fund	300,000.00 CR
417-1001-0000	Cash-Capital	300,000.00 DR
417-3408-4810	Transfers-General Fund	300,000.00 CR
428-1001-0000	Cash-Capital	200,000.00 DR
428-3408-4810	Transfers-General Fund	200,000.00 CR
	Transfer a portion of the 2018 General Operations surplus to Debt Service (for FY 2019 extra pension contribution foregone) and Capital (Funds 417 and 428) for future infrastructure and sidewalk projects.	

**ADOPTED:** This 13th day of November, 2018

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of November, 2018

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council at its meeting held on November 13, 2018, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2018-155**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby authorizes the execution of a contractor agreement between the City and Advance Plumbing Company, Inc., in in the form as attached hereto as Exhibit A subject to such minor revisions as may be recommended by the City Attorney, with respect to the Mountain Brook Elementary athletic field restroom project.

**ADOPTED:** This 13th day of November, 2018.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of November, 2018.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on November 13, 2018, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## CONTRACTOR AGREEMENT

**Advance Plumbing Company Inc** (hereinafter the “Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) on the understated project (the Project”)

Name of Project: Install Plumbing Services for MBE Restroom  
B-20180626-429

Site of Project: Mountain Brook Elementary Field  
3041 Cahaba Road  
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and October 8, 2018 Contractor Proposal) that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to four ( 4 ) months (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Thirteen thousand, five hundred dollars (\$13,500.00) as compensation for performing the Work (the “Contract Price”). Unless agreed in a

writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

- (a) Fifteen percent (15%) of the Contract Price within five days after execution of Agreement; and
- (b) The Balance of the Contract Price after the following certification of completion of Work.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

**6. Warranties of Contractor.** The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

**7. Insurance/Safety/Indemnification.**

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

- (i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
- (ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;
- (iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b). Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work

in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d). Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

**8. Project Representative.** Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). . Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

## **9. Miscellaneous Provisions.**

a. This Agreement which is comprised of this instrument, the City Scope of Work and the October 8, 2018 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. **Immigration Law Compliance.** Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it 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, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. **Amendment.** Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. **Delayed Performance/Force Majeure Events.** Neither Party shall be liable to the

other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

*(Signature Page Follows)*

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

**CITY OF MOUNTAIN BROOK, ALABAMA**

By: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

**ADVANCED PLUMBING COMPANY INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – SPECIFICATIONS**

1. Scope of Work.

See attached City Scope of Work and October 8, 2018 Contractor Proposal

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 6 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:  
Shanda Williams  
3698 Bethune Drive  
Birmingham, AL 35223  
Email: williamssh@mtnbrook.org  
Day Tel #: 205-802-3879

Contractor Project Representative:  
Johnathon White  
101 Vulcan Park Drive  
Hueytown, AL 35023  
Email: adandr@bellsouth.net  
Day Tel #: 205-497-0354

4. Special Conditions.

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**Plumbing Quote for a Pre-fabricated Restroom  
At the field by Mountain Brook Elementary  
September 28, 2018**

The City of Mountain Brook is requesting quotes to set a new water meter, run a new water line, install underground drains, and connect sewer lines to a pre-fabricated restroom that is to be placed by the athletic field by Mountain Brook Elementary.

A site map and detailed drawings of the pre-fabricated restroom will be included with this request. The plumbing details are on or about page 18 and 19. The provided plans are a generic set for the type of building we are purchasing. A final set of plans will be provided so actual stub up locations can be determined.

The restroom will be placed on a mound that is yet to be built. The grading, plumbing, and electrical work may be contracted separately and coordinated with the City.

All work must be in compliance with current city and state codes.

The chosen company will be required to purchase a Mountain Brook Business License if one is not currently held.

A work permit will need to be pulled, but no fees will be charged since it is a City project.

A sample of our contract that explains other requirements such as insurance and E-verify is also included with this request.

**Project Details**

**Water:**

Work with the BWWB in installing a new water meter and connecting to the water main under Heathermoor Road.

Use 1-1/2" Sch 40 PVC from the meter to the restroom with tracer tape

Backfill with gravel or 8910 leaving room for 5-6 inches of topsoil for grass regrowth.  
The City will provide and place topsoil.

**Floor Drains:**

Use Sch 40 PVC for the floor drains as described in the restroom details.

Use type L copper or Pex equivalent for the trap primer line and fittings.

**Sewer:**

Work with Jefferson County to connect to the existing sewer line

Use 4" Sch 40 pipe and use tracer tape

**City Contacts:**

Shanda Williams  
Mountain Brook Parks and Recreation  
205-802-3879  
[williamssh@mtnbrook.org](mailto:williamssh@mtnbrook.org)

Glen Merchant  
Mountain Brook Inspections  
205-802-3812  
[merchant@mtnbrook.org](mailto:merchant@mtnbrook.org)

Site visits can be scheduled by contacting Shanda Williams.

Please send your quotes by email to Shanda Williams **Friday, October 5 at 10 am.**

Advance Plumbing Company Inc

101 Vulcan Park Dr  
 Hueytown, AL 35023  
 Phone 205 497-0354

# Estimate

Date	Estimate #
10/8/2018	1063

Name / Address
Mountain Brook Park & Recreation 3690 Bethune Drive Mountain Brook, AL 35213

Project

Description	Qty	Rate	Total
Quote is to cut asphalt and dig up water main to tap. We will set meter and run 1 1/2" PVC Schedule 40 water service (approximately 500' long) We will bed with crushed stone and lay tracer tape Does not include any paving, stone and/or tap fees. We will dig up sewer main for tap and install approximately 40 feet (4" PVC) sewer line to restroom Doesn't include tap and/or impact fees. We will also hook up floor drains and trap primers		13,500.00	13,500.00
All new workmanship guaranteed for a period of one year upon completion		<b>Total</b>	\$13,500.00

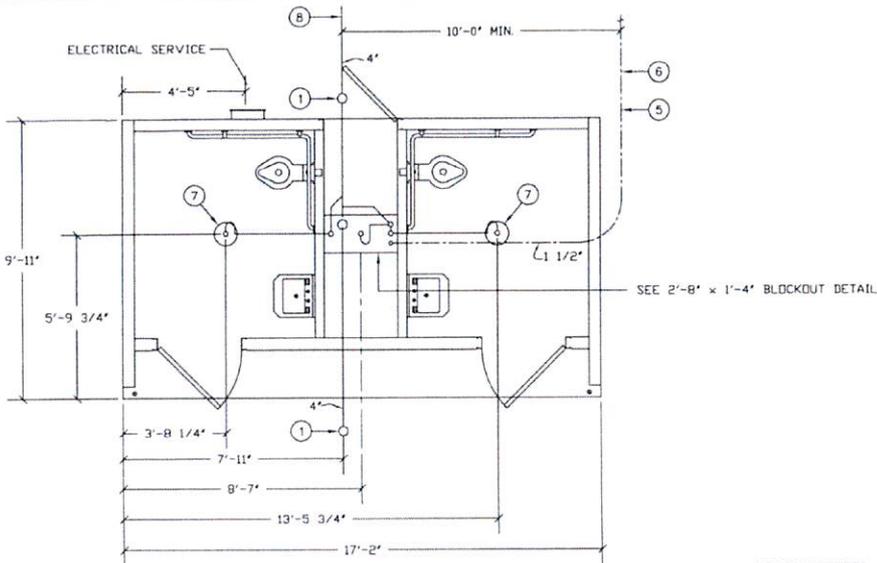
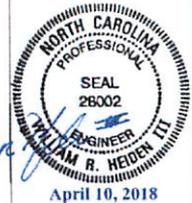


**BELOW FLOOR PIPING - KEY NOTES**

1. 4" CLEAN OUT TO GRADE.
2. 2" FLOOR DRAIN FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (2'-8" x 1'-4" BLOCKOUT)
3. 2" VENT PIPES EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (2'-8" x 1'-4" BLOCKOUT)
4. 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (2'-8" x 1'-4" BLOCKOUT)
5. 1 1/2" TYPE K ANNEALED 'SOFT' COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE CAP AT END. (2'-8" x 1'-4" BLOCKOUT)
6. MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
7. 2" FLOOR DRAIN FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (10" DIA BLOCKOUT)
8. 30" MIN. BURY, PROVIDE TRACER TAPE.

**PIPING LEGEND**

- |       |   |       |  |       |   |
|-------|---|-------|--|-------|---|
| ----- | BELOW FLOOR VENT PIPING<br>SCH 40 PVC<br>TYPE DWV | ----- | BELOW FLOOR WASTE PIPING<br>SCH 40 PVC<br>TYPE DWV | ----- | 1 1/2" TYPE 'K'<br>ANNEALED<br>'SOFT' COPPER<br>WATER SERVICE |
|-------|---|-------|--|-------|---|



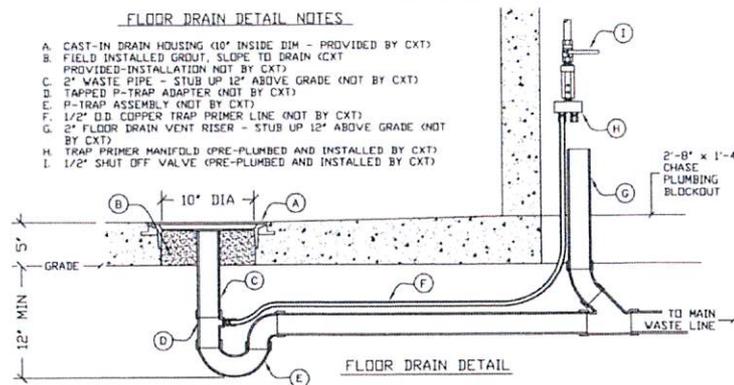
**FLOOR DRAIN BLOCKOUTS & BELOW FLOOR PIPING**

ALL PIPING INDICATED ON THIS SHEET IS NOT BY CXT

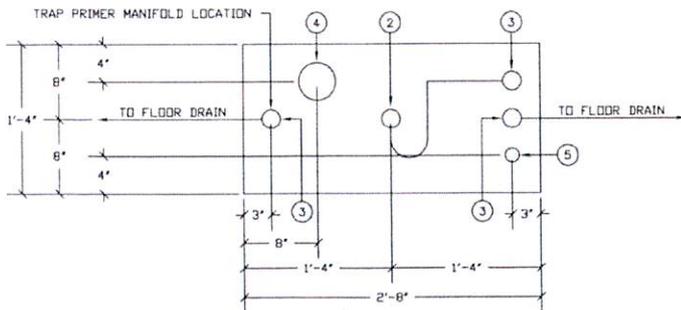


**FLOOR DRAIN DETAIL NOTES**

- A. CAST-IN DRAIN HOUSING (10" INSIDE DIM - PROVIDED BY CXT)
- B. FIELD INSTALLED GROUT, SLOPE TO DRAIN (CXT PROVIDED-INSTALLATION NOT BY CXT)
- C. 2" WASTE PIPE - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- D. TAPPED P-TRAP ADAPTER (NOT BY CXT)
- E. P-TRAP ASSEMBLY (NOT BY CXT)
- F. 1/2" O.D. COPPER TRAP PRIMER LINE (NOT BY CXT)
- G. 2" FLOOR DRAIN VENT RISER - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- H. TRAP PRIMER MANIFOLD (PRE-PLUMBED AND INSTALLED BY CXT)
- I. 1/2" SHUT OFF VALVE (PRE-PLUMBED AND INSTALLED BY CXT)



**FLOOR DRAIN DETAIL**



**2'-8" x 1'-4" BLOCKOUT DETAIL**

3008 N. Sutherlin Blvd, #7 Spokane, WA 99215

901 N. Highway 77 Midland, TX 79645

PRECAST SALE  
**DENALI**  
BUILDING NUMBER DN-229

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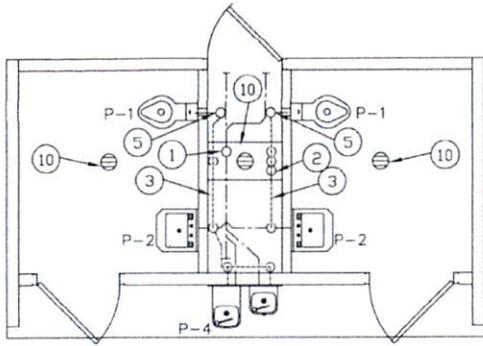
CXT Incorporated

NO.	DATE	BY	CHK.

SCALE	PROJECT	DATE	DLG. NO.

FIELD STUB UP LOCATIONS

CHK. NO.	SHEET	REV.
DN-18	18	22

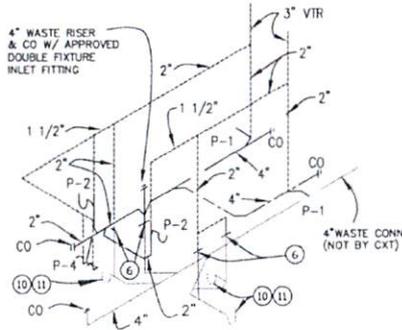


PLUMBING FLOOR PLAN

1/4" = 1'-0"

WATER PIPE - KEY NOTES

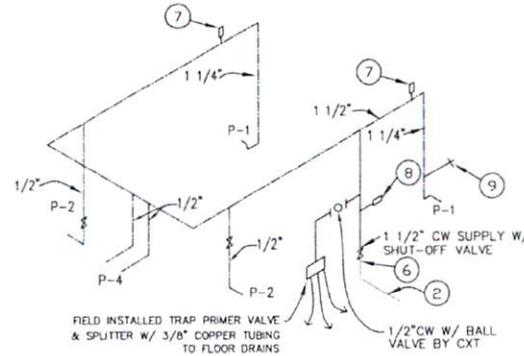
1. 4" WASTE THRU FLOOR, NOT BY CXT. SEE WASTE & VENT DIAGRAM
2. 1-1/2" COLD WATER THRU FLOOR, NOT BY CXT
3. 1 1/2" V & 1/2" CW ALONG WALL. SEE WASTE & VENT, WATER DIAGRAMS.
4. NOT USED
5. 3" VENT THROUGH ROOF
6. TO THIS POINT BY CXT.
7. ASSE 1010 WATER HAMMER ARRESTOR SIOUX CHIEF HYDRA-RESTOR #654-C DR EQUAL
8. 1/2" AIR QUICK CONNECTION W/ BALL VALVE FOR BLOWING OUT WATER PIPING.
9. 3/4" HOSE BIBB W/ SCREW ON VACUUM BREAKER
10. FLOOR DRAIN, FIELD INSTALLED (NOT BY CXT)
11. 2" VENTS, IF FLOOR DRAIN OPTION IS ACCEPTED.



WASTE & VENT RISER DIAGRAM

PIPING LEGEND

- HOT WATER (OPTIONAL)
  - COLD WATER
  - VENT
  - WASTE
  - FIELD INSTALLED (NOT BY CXT)
  - SHUT-OFF VALVE
- WATER PIPE:  
COPPER, ASTM B88, TYPE L
- WASTE PIPE:  
PVC, ASTM D2665, SCHED. 40
- PROVIDE BACKFLOW PREVENTER ONLY IF SPECIFICALLY REQUIRED BY LOCAL JURISDICTION



WATER PIPING RISER DIAGRAM

SPECIAL NOTES:

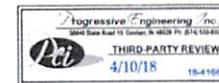
1. TOTAL FIXTURE COUNT = (5)
2. FLOWING PRESSURE: 45 PSI MIN, 80 PSI MAX



April 10, 2018

SYM	DESCRIPTION	MANUFACTURER	CXT PART NUMBER	FLUSH VALVE/FAUCET	SUPPLIES	HW	CW	WASTE	VENT	SUPPLIES / NOTES
P1	WATER CLOSET	ACORN	PENAL-WARE 1680 SERIES 1680-W-1	SLOAN 'OPTIMA' #152-1.6	SLOAN EL-154		1-1/4"	3"	2"	1,3,5,
P2	LAVATORY	ACORN	PENAL-WARE 1652 SERIES 2652-1-BP-04-M	SYMONDS S-71			1/2"	1-1/2"	1-1/2"	2,4,6
P4	DRINKING FOUNTAIN	HAWS	1119FR W/ CANE SKIRT				(2) 1/2"	(2) 1 1/2"	(2) 1 1/2"	8
P6	FLOOR DRAIN	TRAVIS (RESTROOM) SIOUX CHIEF (CHASE)	54960-CXT (QTY 2) 840-2A (QTY 1)					2"	2"	7

- NOTES:
1. SENSOR OPERATED FLUSH VALVES.
  2. HAMMER ARRESTOR JRS520-T-C, FLOOR DRAIN S2005A025NBLP, TRAP PRIMER- MIFAB MM500, DISTR UNIT- MIFAB
  3. MOUNT RIM OF P-1 AT 17" ABOVE FLOOR.
  4. 1/2X15 COMP ANG LAV BSCR1915AC.
  5. USE CLOSET GASKET JG13534 AND Z1203 FINISH KIT
  6. 3 PC COVER SET PF202WH.
  7. TRAP PRIMER- MIFAB MM500, DISTR UNIT- MIFAB
  8. DUAL HEIGHT COMBINATION.



3506 N. Salter Blvd, #7 Sparks, WA 99216  
**CXT**  
 Precast Products  
 901 N. Highway 77 Midland, TX 79645

DENALI  
 BUILDING NUMBER DM-229

WORK  
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CXT Incorporated

DATE	BY	DESCRIPTION	NO.
4/10/18	WJH	ISSUE FOR PERMIT	1
4/10/18	WJH	ISSUE FOR PERMIT	2
4/10/18	WJH	ISSUE FOR PERMIT	3
4/10/18	WJH	ISSUE FOR PERMIT	4

PLUMBING PLANS, NOTES & SCHEDULE

SHEET 16 OF 22  
 DN-19

**RESOLUTION NO. 2018-156**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby authorizes the execution of a contractor agreement between the City and Alabama Sawyer, LLC, in in the form as attached hereto as Exhibit A subject to such minor revisions as may be recommended by the City Attorney, with respect to the log recycling services.

**ADOPTED:** This 13th day of November, 2018.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of November, 2018.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on November 13, 2018, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## CONTRACTOR AGREEMENT

**Alabama Sawyer LLC**, an Alabama limited liability company (hereinafter the “Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation, on behalf of its Public Works Department (hereinafter the “City”) effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

WHEREAS, City employees who serve in its Public Works Department (the “Department”) regularly collect and remove fallen, cut, damaged and diseased trees, and trunks, limbs, branches or other parts thereof (collectively hereinafter “Damaged Trees”) from public rights of way and other locations in the City;

WHEREAS, the Department, in the course of its operations, disposes of Damaged Trees at its facility in a landfill that is located in the City at its East Street (the “Facility”);

WHEREAS, Damaged Trees have no commercial value to the City, and the City incurs expense to transport and dispose of them at its landfill at the Facility;

WHEREAS, Contractor is engaged in the business of manufacturing wooden furniture;

WHEREAS, the Parties desire to enter this Agreement whereby the City will provide Contractor (or its contractors) the opportunity to take possession of those parts of Damaged Trees that are approximately 6 ft. long and 14” in diameter (hereinafter. “Logs”) at the Facility, remove those Logs from that location and reuse or recycle Logs by integrating them into new wooden furniture or products (collectively, the “Contractor Operations”); and

WHEREAS, entering this Agreement promotes the public interest as the performance of Contractor Operations will be at no expense to the City, should reduce its expense in handling and disposing of Logs, will help preserve space in its landfill at the Facility, will not impair the Department’s work and should help protect and preserve the environment by promoting the recycling of reusable materials.

### WITNESSETH

In consideration of the mutual covenants herein, and other good and valuable consideration between the Parties, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Process to Recycle Logs at the Facility. The parties agree that they have the following respective responsibilities concerning the reuse of Logs that are located at the Facility:

(a) City Responsibilities:

(i) Identify Logs within the canopy of Damage Tree material;

- (ii) Sort and place Logs identified by the City at a point within the Facility that is separate from piles of other wooden materials or debris; and
  - (iii) After the City has accumulated a critical mass of Logs (i.e., 15 or more), provide Contractor's Agreement Representative notice (either orally or in writing) that such Logs are available for inspection by Contractor at the Facility.
- (b) Contractor Responsibilities:
- (i) Within five (5) after the date of notice of the availability of Logs at the Facility, inspect those Logs and claim which of the sorted Logs it intends to reuse by distinctively marking each of them. If Contractor fails to inspect, claim and mark the Logs within such time period, the City may grind, move, donate to a third party or otherwise dispose of them in any manner it deems appropriate to facilitate the operation of the Department;
  - (ii) Arrange for Contractor (and any of its employees, officials or contractors, collectively hereafter "Contractor Representatives") to enter the Facility, take possession of Logs that it previously marked for reuse and remove them from the Facility within ten (10) days after the date of notice of availability of Logs. If Contractor fails to remove those marked Logs within such time period, the City may grind, move, donate to a third party or otherwise dispose of them in any manner it deems appropriate to facilitate the operation of the Department; and
  - (iii) Coordinate with the City's Agreement Representative to develop a schedule for Contractor to remove Logs from the Facility, and furnish such schedule to that person.

2. Non-Exclusive Rights. All rights granted by the City to Contractor hereunder, including, but not limited to, any right to enter the Facility, take possession of Logs there and remove them from the Facility, are non-exclusive.

3. Interest in Logs. City grants Contractor all its title, rights and interests, if any, it has in those Logs removed by Contractor from the Facility as contemplated above in Section 1, or with respect to any wooden materials that are tendered to Contractor by the City Tree Service Contractor (defined below in Section 5) and received by Contractor from them as contemplated in Section 5.

Contractor acknowledges that the City is not a merchant with respect to any Logs or other wooden materials that Contractor acquires pursuant to this Agreement, and that the City is not engaged in the business of marketing, selling or supplying wood materials or products. ALL LOGS OR WOODEN MATERIALS TRANSFERRED, TENDERED OR RECEIVED BY

CONTRACTOR PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS IS WHERE IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SPECIFICALLY, CITY DISCLAIMS ANY WARRANTY THAT THOSE LOGS OR WOODEN MATERIALS ARE MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR APPROPRIATE FOR THE USES INTENDED BY CONTRACTOR.

4. License to Enter Facility. City grants Contractor (or the Contractor Representatives) a non-exclusive License to enter the Facility or other premises owned or controlled by the City (collectively, a “City Site”) and perform operations there that are reasonably related to the Contractor Operations or other work contemplated herein.

5. Damaged Trees Removed by City Tree Service Contractor. In lieu of City personnel cutting, removing and disposing of Damaged Trees, the City periodically may retain a third party tree service provider (a “City Tree Service Contractor”) to perform that work. The City grants Contractor no rights hereunder for it to possess, use or recycle wood material from trees that are cut or removed by a City Tree Service Contractor. However, if City schedules the removal of such trees by a City Tree Service Contractor, in non-emergency situations the City will use its good faith effort to furnish Contractor notice of that schedule reflecting the following information: name of City Tree Service Contractor; date(s) and location(s) of tree removal; number of trees scheduled for removal; and type species of tree (if known to City) to be removed. City will furnish this schedule to Contractor so it may contact the City Tree Service Contractor and negotiate arrangements with it concerning the identification, marking, or transfer of reusable wooden materials from the City Tree Service Contractor to Contractor.

6. Safety. Contractor understands, agrees and acknowledges that:

- (a) the City makes no representation that any City Site that Contractor or any Contractor Representative may enter to conduct the Contractor Operations or other work contemplated herein is free of defects (either patent or latent), safe or appropriate for them to perform their work;
- (b) before it, its employees or officials or any Contractor Representative enters or works at a City Site, it will inspect such location(s), and, based on that inspection and its expertise, determine whether that location(s) is safe, appropriate and reasonably suitable for Contractor to perform the operations contemplated in this Agreement;
- (c) it has the sole responsibility to identify any condition or hazard at any City Site or other locations on City property that will prevent it from safely performing the contemplated operations;
- (d) it exclusively is responsible for performing the Contractor Operations (including operations by its contractors) in a safe manner that does not put at risk the safety of persons or endanger property. Further, Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other

persons who may be affected by its contemplated operations; (ii) all materials and equipment to be used or incorporated therein, whether on or off the a City Site, or under the care, custody or control of the Contractor (or any Contractor Representative); and (iii) other property at any City Site or adjacent thereto.

7. Term/Early Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for five (5) years (the "Term").

Notwithstanding the provision immediately above or any other language herein, this Agreement may terminate before its expiration of its Term if any of the following occur:

- (a) Either Party may terminate the Agreement for their convenience and without cause by providing the other Party at least sixty (60) days advance written notice of intent to terminate effective on the date set forth in that notice;
- (b) City may terminate the Agreement after each of the following have occurred:
  - (i) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and
  - (ii) after the City provides written notice of Default to Contractor, it fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. Contractor's failure to coordinate the performance of its operations at the Facility with the City Agreement Representative and timely perform them as scheduled shall be considered an event(s) of Default. This early termination remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

8. Financial Obligations. Contractor, at its sole expense, will furnish all the labor, materials, supplies, supervision, equipment and resources needed for it to perform the Contractor Operations and its other obligations or work contemplated in this Agreement. City, at its expense, is responsible for providing all labor, equipment, materials and other resources to perform its obligations in the Agreement (including, without limitation, sorting Logs at the Facility and placing them in a separate location there).

Neither Party will compensate the other for the grant of the rights or benefits to the other contemplated under this Agreement or from the performance by the other Party of their respective obligations in this Agreement.

9. Warranties of Contractor. The Contractor warrants each of the following with respect to this Agreement:

- (a) that it expeditiously will perform its operations in a good and workmanlike manner and in accordance with the schedule for them;
- (b) that it, and all of its employees or any subcontractors will complete and perform their operations in compliance with all codes, laws and regulations that are applicable thereto;

- (c) that before commencing its operations, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete its work, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout term of this Agreement; and
- (d) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

10. Insurance/Indemnification/Exclusion of Consequential Damages.

(a) Insurance. For the Term of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage resulting from the Contractor Operations (including any work performed by Contractor's contractors) and Contractor's performance of its obligations hereunder. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before this Agreement is fully executed, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b) Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by (i)

any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Contractor Operations or any other work contemplated in this Agreement; (ii) conditions on any City Site; or (iii) Contractor's failure to perform its obligations under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(c). **Exclusion of Consequential Damages.** In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach or alleged breach of its obligations hereunder.

11. **Agreement Representatives.** Each Party shall appoint a representative who shall coordinate with the other Party on all matters related to the performance and administration of this Agreement (the "Agreement Representative"). Unless another type of notice is specified herein, any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof, or by electronic mail. The respective Agreement Representatives are as follows:

City Agmt Representative:

Steven Gay – Public Works Dept.  
3579 East Street  
Birmingham, AL 35243  
Email: gayj@mtnbrook.org  
Day Tel #: 205- 802-3870

Contractor Agmt Representative:

Leigh Spencer  
4000 3<sup>rd</sup> Ave. South  
Birmingham, AL 3522  
Email: leigh@alasa.com  
Day Tel #: 205-377-6729

or such other person(s) who subsequently may be substituted for the above by notice.

12. **Miscellaneous Provisions.**

a. This Agreement sets forth the entire understanding between the Parties concerning the matters herein, and all representations, prior negotiations, understandings, agreements, conditions, proposals and terms discussed or exchanged between them, whether in writing or orally, prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of those rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason; provided that Contractor may contract with third parties to perform the contemplated functions of entering the Facility, taking possession of Logs stored there, and removing them from that location. Notwithstanding, as between Contractor and the City, Contractor remains fully responsible to the City for any failure by any contractor retained by Contractor to fully comply with all obligations herein related to arising from the Contractor Operations or other work contemplated hereunder.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any Contractor Representative) performs the Contractor Operations or other work contemplated hereunder.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it 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, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a written instrument signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than thirty (30) days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

*(Signature Page Follows)*

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

**CITY OF MOUNTAIN BROOK, ALABAMA**

By: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

**ALABAMA SAWYER, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**PRELIMINARY ENGINEERING  
AGREEMENT  
FOR A  
FEDERAL AID  
PROJECT**

**BETWEEN THE STATE OF ALABAMA  
AND  
CITY OF MOUNTAIN BROOK  
Jefferson County**

**Project# STPBH-3716(256)  
CPMS Ref# 100066110**

**Supplemental Agreement Number 1**

**PART ONE (1): INTRODUCTION**

This Supplemental Agreement Number 1 is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as the CITY.

**WHEREAS**, the STATE and the CITY desire to cooperate in the bridge reconstruction and habilitation for Old Brook Trail Bridge (BIN 012869) over Little Shades Creek, and Canterbury Road Bridge (BIN 002873) over Watkins Creek in the City of Mountain Brook.

**WHEREAS**, the STATE and the CITY desire to amend the Agreement entered into on the 17th day of October 2016, by execution of this supplemental Agreement.

**NOW, THEREFORE**, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated October 17, 2016 be and the same is hereby amended in the following respects:

**PART TWO (2): FUNDING PROVISIONS**

1. Paragraph (5) is hereby amended to read as follows: The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$360,000.00 Federal funds unless the Birmingham Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Birmingham Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Birmingham Area Dedicated)	\$ 360,000.00
City Funds	\$ 90,000.00
	-----
TOTAL	\$ 450,000.00

In the event the Project work is not completed for any reason, the CITY will refund by payment to the STATE an amount of money equal to the full amount of funds previously paid by the STATE to the CITY.

2. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
3. Paragraph (22) of the foregoing Agreement has been amended to include updated versions of Exhibits A, E, H, M, and N that are attached and hereby made a part of this agreement.
4. All other and remaining terms of the original Agreement of October 17<sup>th</sup>, 2016 shall remain the same.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.**

**ATTEST:**

**City of Mountain Brook, Alabama**

**By: \_\_\_\_\_**

**City Clerk (Signature)**

**Steven Boone**

**Type Name of Clerk**

**(AFFIX SEAL)**

**By: \_\_\_\_\_**

**As Mayor (Signature)**

**Stewart H. Welch III**

**Type Name of Mayor**

**This agreement has been legally reviewed and approved as to form and content.**

**By: \_\_\_\_\_**

**William F. Patty,  
Chief Counsel**

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
**D.E. (Ed) Phillips, P.E.  
State Local Transportation Engineer**

\_\_\_\_\_  
**Don T. Arkle, P. E.  
Chief Engineer**

**STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
**John R. Cooper, Transportation Director**

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND  
SIGNED BY THE GOVERNOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
**KAY IVEY  
GOVERNOR, STATE OF ALABAMA**

*2018-157*

RESOLUTION NUMBER 2018-157

BE IT RESOLVED, by the City of Mountain Brook as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Bridge reconstruction and habilitation for Old Brook Trail Bridge (BIN 012869) over Little Shades Creek, and Canterbury Road Bridge (BIN 002873) over Watkins Creek; Project# STPBH-3716(256); CPMS# 10006610;**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the 13th day of November, 2018, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

13th day of November, 2018, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 13th day of November, 2018.

\_\_\_\_\_  
City Clerk

(AFFIX SEAL)



**EXHIBIT A**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

**Policy.** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

**EXHIBIT E**

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
  
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  
  2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
  
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

## EXHIBIT H

Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

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The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

**EXHIBIT H**

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

**CITYS' CERTIFICATIONS**

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**RESOLUTION NO. 2018-158**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a professional services agreement between the City and Gresham Smith, in the form as attached hereto as Exhibit A, with respect to ALDOT Project No. STPBH-37126(256) - Old Brook Trail over Little Shades Creek bridge replacement and Canterbury Road over Watkins Creek bridge rehabilitation.

**ADOPTED:** This 13th day of November, 2018.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of November, 2018.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on November 13, 2018, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**AGREEMENT**  
**BETWEEN OWNER AND ENGINEER**  
**FOR**  
**PROFESSIONAL SERVICES**

**OWNER:** City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213

**ENGINEER:** GRESHAM SMITH  
3595 Grandview Parkway, Suite 300  
Birmingham, AL 35243

**PROJECT:** ALDOT Project No. STPBH-3716( )  
Bridge Replacement (BIN#012869) on Old Brook Trail over  
Little Shades Creek and Bridge Rehabilitation  
(BIN#002873) on Canterbury Road over Watkins Creek

**GRESHAM SMITH**

**Design Services for the Built Environment**

[www.gsnet.com](http://www.gsnet.com)

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**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is effective as of \_\_\_\_\_, 2018 (Effective Date) between the City of Mountain Brook (Owner) and **GRESHAM SMITH** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: ALDOT Project No. STPBH-3716( ), Bridge Replacement on Old Brook Trail over Little Shades Creek and Bridge Rehabilitation on Canterbury Road over Watkins Creek (Project).

Engineer's services for this Project are described as follows: Preliminary Engineering – Surveying, Environmental Studies and Documentation, Geotechnical Subsurface Exploration, Roadway and Bridge Plans, Utility Coordination, Bridge Hydraulic Design and Report, and Right of Way Acquisition Services. Owner and Engineer further agree as follows:

**ARTICLE 1 - SCOPE OF ENGINEER'S SERVICES.** Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A. and Exhibit A-1.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES**

3.01 Commencement - Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## ARTICLE 4 - INVOICES AND PAYMENTS

- 4.01 Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- 4.02 Payments
- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. Legislative Actions: If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 - OPINIONS OF COST

- 5.01 Opinions of Probable Construction Cost. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.
- 5.02 *Intentionally Omitted*
- 5.03 Opinions of Total Project Costs - The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total

Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Consultants: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Paragraph 6.12 herein.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods,

techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their employees or of any other persons (except Engineer's own employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Design Without Construction Phase Services - Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 Use of Documents

- A. All Documents prepared by Engineer and its Consultants are instruments of service in respect to this Project, and Engineer and its Consultants shall retain an ownership and property interest therein of their respective documents (including the copyright and the right of reuse at their discretion) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in an Electronic Data Protocol Exhibit attached hereto.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within three days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 3-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited nonexclusive license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full and prompt payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 Insurance

- A. The parties shall procure and maintain insurance as set forth herein. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Paragraph 6.04 H. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

- C. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, without prior written notice pursuant to the policy provisions.
- E. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Paragraph 6.04 F. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Paragraph 6.04 F will be supplemented to incorporate these requirements.
- F. The insurance required by Paragraph 6.04.A of this Agreement are as follows:
- |    |   |             |
|----|---|-------------|
| 1. | By Owner and Engineer:                                |             |
|    | a. Workers' Compensation:                             | Statutory   |
|    | b. Employer's Liability:                              |             |
|    | Each Accident   | \$1,000,000 |
|    | Disease, Policy Limit                                 | \$1,000,000 |
|    | Disease, Each Employee                                | \$1,000,000 |
|    | c. General Liability:                                 |             |
|    | Each Occurrence (Bodily Injury/Property Damage):      | \$1,000,000 |
|    | General Aggregate:                                    | \$2,000,000 |
|    | d. Excess or Umbrella Liability:                      |             |
|    | Each Occurrence                                       | \$3,000,000 |
|    | General Aggregate                                     | \$3,000,000 |
|    | e. Automobile Liability:                              |             |
|    | Combined Single Limit (Bodily Injury/Property Damage) |             |
|    | Each Accident   | \$1,000,000 |
| 2. | By Engineer only:                                     |             |
|    | a. Professional Liability:                            |             |
|    | Each Claim Made                                       | \$1,000,000 |
|    | Annual Aggregate                                      | \$1,000,000 |
- G. Additional Insureds
- The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insureds, as provided in Paragraph 6.04.A: Engineer and Engineer's Consultants, including, but not limited to, Choose an item.:  
None
  - During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

6.05 Suspension and Termination

A. Suspension:

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. Termination: The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in

Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 Lien Rights. Within 15 days after receipt of a written request from the Engineer, the Owner shall furnish any requested information as necessary and relevant for the Engineer to evaluate, give notice of, or enforce lien rights. Evaluation, notice and enforcement of lien rights shall be determined at the Engineer's discretion.

6.07 Controlling Law - This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.09 Claims and Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures herein provided or exercising their rights under law. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the mediation procedures provided herein.

B. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually

agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. If such mediation is unsuccessful in resolving a Dispute, then either party may seek to have the Dispute resolved by a court of competent jurisdiction. In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover in accordance with State law.
- D. Owner and Engineer shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law in effect at the time this Agreement was executed, but in any case not more than 10 years after the date of Substantial Completion of the Work. Owner and Engineer waive all claims and causes of action not commenced in accordance with this Paragraph 6.09 D.

6.10 Environmental Condition of Site

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.11 Allocation of Risk

### A. Indemnification.

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, consultants, and employees 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 (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, or Consultants.
2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including but not limited to reasonable fees and charges of all professionals, and all court or other dispute resolution costs) to the extent caused by the Owner or Owner's officers, directors, partners, employees, consultants or contractors with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
4. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- B. Mutual Waiver: To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project or this Agreement. To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of this Paragraph, the Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, or any of them, shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.

- C. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement. Provided, however, if this Agreement is used as a master agreement to which separate projects are added by Task Orders, then the total liability of those named above shall not exceed the total compensation received by Engineer under such Task Order.
- D. **Premium Cost.** If, after the construction has begun, an error or omission is discovered and the item can still be provided in the planned sequence of construction without a premium cost to the Owner; then the Owner will pay for this entire item just as if it had been included in the original contract documents. If this error or omission is discovered out of sequence with the planned construction schedule resulting in a premium cost, then the Engineer will pay the premium cost to have this item corrected or included, while the Owner will pay the value of the item as if it had been included in the original contract documents. If such premium cost falls within two percent (2%) of the defined construction cost, then such cost shall be the responsibility of the Owner.

#### 6.12 **Miscellaneous Provisions**

- A. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. **Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. **Waiver:** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. **Accrual of Claims:** To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. **Photographic or Artistic Representations:** Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. Engineer shall be given reasonable access to the completed Project to make such representations. However, Engineer's material shall not

include Owner's confidential or proprietary information if Owner has previously advised engineer in writing of the specific information considered by Owner to be confidential or proprietary. Owner shall provide professional credit for Engineer in Owner's promotional materials for the Project.

6.13 Special Provisions: Listed as follows or None as stated below:

A. In the event of conflicting provisions between this Agreement and Exhibit G (Gresham Smith Transportation Support Services Agreement with ALDOT), the provisions of this Agreement will govern.

## ARTICLE 7 - DEFINITIONS

7.01 **Defined Terms.** Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

1. Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
2. Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. Construction Cost – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary

- conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. **Contractor** – The entity or individual with which Owner has entered into a Construction Contract.
  11. **Documents** – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
  12. **Drawings** – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
  13. **Effective Date** – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
  14. **Engineer** – The individual or entity named as such in this Agreement.
  15. **Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
  16. **Laws and Regulations; Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  17. **Owner** – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
  18. **PCBs** – Polychlorinated biphenyls.
  19. **Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
  20. **Project** – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
  21. **Radioactive Material** – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
  22. **Record Drawings** – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
  23. **Reimbursable Expenses** – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
  24. **Resident Project Representative** – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
  25. **Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

26. Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. Site – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 Exhibits Included:**

Exhibit A, Engineer’s Services

Exhibit B, Owner’s Responsibilities

Exhibit C, Compensation

Exhibit D, Not Included

Exhibit E, Not Included

Exhibit F, Not Included

Exhibit G, Agreement between Gresham, Smith and Partners (Gresham Smith) and State of Alabama Acting by and Through the Alabama Department of Transportation, Transportation Support Services Statewide (Contract ID #2028)

- 8.02 **Total Agreement.** This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit F to this Agreement.
- 8.03 **Designated Representatives.** With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
- 8.04 **Engineer's Certifications.** Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04: "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution; "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition; and "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, the Effective Date of which is indicated on page 1.

**OWNER: City of Mountain Brook**

Designated Representative (8.03A)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Address for Giving Notices:

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**ENGINEER: GRESHAM SMITH**

Designated Representative (8.03A)

By: \_\_\_\_\_  
 Title: Alabama State Transportation Leader  
 Date: \_\_\_\_\_

Name: Joel Horton, P.E.  
 Title: Project Manager  
 Phone: 205.298.9242  
 Email: Joel.horton@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400, Nashville, TN 37201-2308

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**EXHIBIT A – ENGINEER’S SERVICES**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer’s Basic and Additional Services shall include the following.

**PART 1 – BASIC SERVICES**

**A1.01 Study and Report Phase**

Not Applicable

**If above box is not checked, then the following applies:**

- A. Engineer shall:
1. Consult with Owner to define and clarify Owner’s requirements for the Project and available data.
  2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer’s Basic Services.
  3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
  4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer’s judgment meet Owner’s requirements for the Project.
  5. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
  6. Perform or provide the following additional Study and Report Phase tasks or deliverables: Field survey and NEPA Environmental Studies, Coordination and Documentation – see Exhibit A, Engineer’s proposal for additional information.
  7. Furnish review copies of the Report and any other deliverables to Owner within (to be determined) calendar days of the Effective Date and review it with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
  8. Revise the Report and any other deliverables in response to Owner’s comments, as appropriate, and furnish copies of the revised Report and any other deliverables to the Owner within (to be determined) calendar days of receipt of Owner’s comments.
- B. Engineer’s services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

**A1.02 Preliminary Design Phase**

Not Applicable

**If above box is not checked, then the following applies:**

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent,

character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
  5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:  
Click or tap here to enter text..
  6. *Intentionally Omitted*
  7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

Not Applicable

**If above box is not checked, then the following applies:**

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
  4. Perform or provide the following additional Final Design Phase tasks or deliverables: Geotechnical Subsurface Exploration and Recommendations, Bridge Hydraulic Design & Report, Utility Coordination, Prepare Right of Way/Easement Acquisition Deeds & Tract Sketches, Provide Right of Way Acquisition Services, participate in up to two (2) public involvement meetings.
  5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.

6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
  - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
  - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 Bidding or Negotiating Phase

Not Applicable

#### **If above box is not checked, then the following applies:**

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
  2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
  3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
  5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
  6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
  7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:  
Click or tap here to enter text..
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required as a part of this Agreement).

#### A1.05 Construction Phase

Not Applicable

#### **If above box is not checked, then the following applies:**

- A. Scope and fee to be determined at a later date and attached hereto as Attachment 1 to Exhibit A.
- B. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* (Check as appropriate)
    - Deleted
    - Included: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
  4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
  5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
    - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
    - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for

the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to 8

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of *Paragraph A2.02.A.2 of this Exhibit A*.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
  17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
  18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: Click or tap here to enter text..
  19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- C. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- D. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

Not Applicable

**If above box is not checked, then the following applies:**

- A. Scope and fee to be determined at a later date and attached hereto as Attachment 1 to Exhibit A.
- B. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
  - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
  - 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
  - 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: Click or tap here to enter text..
- C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 Detailed Scope Information

Not Applicable

**If above box is not checked, then the following applies:**

Refer to Exhibit A-1, Engineer's proposal to Owner dated October 10, 2018, for additional detailed scope information.

**PART 2 – ADDITIONAL SERVICES**

A2.01 Additional Services Requiring Owner's Written Authorization

Not Applicable

**If above box is not checked, then the following applies:**

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and

- documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use.
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  8. Furnishing services of Consultants for other than Basic Services.
  9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
  11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
  12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
  13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by this Agreement.
  14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
  16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
  17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
  18. Preparation of operation and maintenance manuals.
  19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
  20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

Not Applicable

**If above box is not checked, then the following applies:**

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
  7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
  8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
  9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.



October 10, 2018

Mr. Sam Gaston, City Manager  
City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213

Subject: **Project No. STPBH-3716( ) – Revised Proposal  
Bridge Replacement (BIN#012869) on Old Brook Trail over Little  
Shades Creek and Bridge Rehabilitation (BIN#002873) on Canterbury  
Road over Watkins Creek  
City of Mountain Brook/Jefferson County**

Dear Mr. Gaston:

Gresham Smith is pleased to submit this revised proposal to design and prepare the construction plans for the proposed bridge replacement on Old Brook Trail over Little Shades Creek and the bridge rehabilitation on Canterbury Road over Watkins Creek. We have incorporated the revisions based on ALDOT's review of our original proposal dated April 3, 2018 and subsequent coordination with ALDOT. As identified in our APPLE study, these two bridges are a top priority in the City of Mountain Brook's bridge inventory. The existing bridge along Old Brook Trail, over Shade's Creek, is load posted for several vehicle classifications. These load postings will not allow the City's fire trucks, Fire Department EMS transport units, school buses, garbage trucks, or other heavy vehicles to cross the bridge. The existing structure has deteriorated to the point that major rehabilitation is not recommended and will not be cost effective. The proposed replacement structure will provide improvements to the roadway approaches, hydraulic improvements to the crossing, remove the load posting on the bridge, and provide a pedestrian walkway on one side of the bridge.

The existing bridge on Canterbury Road over Watkin's Creek is 70 years old with a load posting of 20 Tons for all trucks with three (3) or more axles. The structure has a poor substructure and superstructure condition ratings, and a very low sufficiency rating. The current load postings for this bridge will not allow the Mountain Brook Fire Department Ladder Truck or city garbage trucks to cross it. Bridge rehabilitation, as opposed to bridge replacement, will allow the bridge to be repaired with minimal disruptions or impacts to the surrounding business district and residential areas.

#### **PROJECT DESCRIPTION**

**Bridge Replacement on Old Brook Trail over Little Shades Creek – Gresham Smith** will approach the design of the proposed bridge with the preference to replace the existing two-span structure with a single-span structure. We must progress in the bridge

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design to confirm the proposed single-span bridge is feasible. The existing bridge substructure and superstructure are proposed to be removed, including the center bridge bent in the channel of Little Shades Creek. The bridge abutments are anticipated to be replaced in the same general location of the existing abutments. The proposed bridge deck will include a 5' wide pedestrian walkway on one side. The proposed bridge will also include a stone veneer comparable what is used on bridges throughout the City of Mountain Brook. Additional details regarding the bridge will be determined during the design process.

Replacing the existing double-span bridge with a single-span will result in a larger bridge beam depth. To maintain an equivalent hydraulic opening and with a no-rise in the required flood study models, the roadway vertical profile elevations will be raised at the bridge and the approaching roadway. We anticipate adjusting the roadway approaches approximately 200'-300' on each end of the bridge and attempting to create a smoother vertical curve for the roadway approaches and across the bridge. The roadway approaches will also be widened from the existing 18' roadway width to meet the 24'+/- proposed bridge width. The guardrail and end anchors will be replaced with a painted brown guardrail.

**Bridge Rehabilitation on Canterbury Road over Watkins Creek** - The proposed bridge will be rehabilitated to improve the condition of the existing bridge, remove the load posting and increase the sufficiency rating to allow heavy vehicles to cross the bridge. The rehabilitation of the bridge will generally be performed under the existing bridge while maintaining traffic on the existing structure. No improvements to the deck, railings or approaches to the bridge are planned at this time. ALDOT has advised that a field survey of the project area is not required. Gresham Smith will use aerial mapping provided by ALDOT, the original bridge plans, bridge inspection records, and field measurements to determine the actual dimensions of the existing structure.

It is our understanding this project will be 80% federally funded with a 20% local match. Federal funding on projects triggers ALDOT administration and requires the project to follow ALDOT standards and procedures. Therefore, the plans will go through the typical ALDOT plan development/review process and will be advertised and bid by ALDOT.

Additionally, ALDOT has advised that both bridges are to be included one set of construction plans with specific sheets for each bridge location as needed. The project will be let to contract by ALDOT as one construction project/contract.

#### **SCOPE OF SERVICES**

Gresham Smith's scope of services for this project includes: Field Survey, NEPA Environmental Studies, Coordination and Documentation, Geotechnical Subsurface Exploration, Pavement Design, Design and Preparation of Bridge & Roadway Construction Plans, Utility Coordination, Engineer's Construction Cost Estimate, Develop ROW/Easement Acquisition Deeds & Tract Sketches for four (4) Tracts, Right-of-way Acquisition Services, two (2) Public Meetings, three (3) Site Visits, and four (4) Coordination Meetings with the City of Mountain Brook.

**Field Survey** – Engineering Design Group, LLC, as a subconsultant to Gresham Smith, will perform a field topographic survey for the Bridge Replacement site on Old Brook Trail only. The surveyor will survey all existing features/topography (pavement, driveway, guardrail, top of bank, center of creek, etc.), location of visual and marked (by Alabama One Call) utilities within the project limits, topographic survey sufficient for development of a digital terrain model, and obtain existing right of way and property information.

ALDOT has advised that no field survey will be required for the Canterbury Road bridge. ALDOT will provide aerial mapping of this bridge area that will be used to prepare the roadway plan sheets.



**NEPA Environmental Studies, Coordination & Documentation -** In preliminary discussions with ALDOT regarding the Bridge Replacement site on Old Brook Trail, ALDOT has advised that appropriate environmental document will be a Categorical Exclusion (CE). From the discussions regarding the Bridge Rehabilitation, on Canterbury Road over Watkins Creek, ALDOT has advised that the appropriate environmental document will be a Programmatic Categorical Exclusion – Type 2 (PCE-2). ALDOT also advised that each bridge site should be a separate environmental document. Should the level of required environmental documentation change to a higher level for either site, a formal amendment to our scope and fee will be negotiated.

The early coordination will require submission to ALDOT of an overall project colored map, project location exhibit, other necessary exhibits, project description, and the purpose and need statement. ALDOT has advised they will handle tribal coordination through FHWA.

Gresham Smith's subconsultant, Strada Professional Services, LLC, will complete the environmental studies and documents for this project. The work includes cultural resources assessment, threatened and endangered species study, wetland/stream delineation, hazardous materials assessment, public involvement, coordination with various agencies including the US Army Corps of Engineers (USACE), US Fish & Wildlife Service (US F&W), the State Historic Preservation Office (SHPO), ALDOT and FHWA, and the preparation of the necessary environmental documents. ALDOT has advised that they will complete the necessary noise and air analyses.

ALDOT has advised that a public involvement meeting will be required on this project. Based on discussions with ALDOT, we anticipate handling the public involvement through a public hearing as part of a normal City Council meeting.

ALDOT has also advised that because this project is in the Cahaba River watershed, we will be required to coordinate with the Cahaba River Society. We have estimated and included time for submitting project information to the Cahaba River Society, attending one (1) meeting on site for each site for a total of two (2) meetings, and time for general coordination with them. Should the required coordination exceed the anticipated effort included in this fee proposal, Gresham Smith reserves the right to request additional fee for the additional coordination needed to satisfy the Cahaba River Society's concerns.

**Geotechnical Subsurface Exploration –** United Consulting, as a subconsultant to Gresham Smith, will perform a geotechnical subsurface exploration, for the Bridge Replacement along Old Brook Trail over Little Shades Creek, to develop bridge foundation recommendations for the proposed bridge in accordance with ALDOT 398. United Consulting will drill three (3) soil test borings to perform the analysis. One boring will be performed at each bridge bent/abutment location. United will core and drill through the existing bridge deck at the interior bent and patch the bridge deck upon completion of the work. A bridge foundation report will be prepared to summarize the results of the subsurface exploration and provide recommendations for bridge abutments supported on shallow or deep foundation as appropriate. This bridge foundation report will be submitted to ALDOT for review and approval.

United Consulting will perform additional analysis on Old Brook Trail to produce a Materials Report for the proposed roadway approach work in accordance with ALDOT 390 requirements. The Materials Report will provide pavement recommendations and embankment/slope recommendations for the project. Four (4) asphalt cores will be taken within the roadway to determine existing build-up. Additionally, four (4) to six (6) hand-auger boring will be performed along the toes of the existing slopes to provide slope study recommendations. The Project Materials Report and pavement design will be based on the "Equivalent Build-up" method or per the city standard, whichever is greater. Gresham Smith has contacted ALDOT, and they have advised this method is acceptable given the good condition and low volume of the existing roadway.



To reduce the cost of the geotechnical field investigation work, the City of Mountain Brook agreed to provide traffic control for geotechnical drilling. We will provide the City of Mountain Brook with at least two days' notice prior to drilling so that City staff will have adequate time to provide the necessary resources for traffic control.

**Design and Preparation of Bridge & Roadway Approach Plans** – Gresham Smith will design and prepare one (1) set of construction plans, containing both the proposed bridge replacement and bridge rehabilitation, in accordance with ALDOT requirements. Since the project will be federally funded, the construction plans will be subject to ALDOT standards and review.

The plans will consist of the following sheets:

- Title Sheet
- Index Sheet
- Standard Drawing Index Sheet
- Plans Legend Sheet
- Plan Abbreviation Sheet
- Geometric Layout / Survey Control Sheet
- Typical Sections (Bridge Replacement)
- Summary Sheet/Box Sheets
- Project Notes
- Bridge General Plan & Elevation
- Bridge Superstructure Design & Detail
- Bridge Substructure Design & Detail
- Roadway Plan Sheet (1 per site)
- Roadway Profile Sheet (1 per site)
- Paving Layout (includes striping) Sheet
- Traffic Control Sequence and Notes
- Traffic Control Plan Sheet (1 per site)
- Utility Plan Sheet (1 per site)
- Utility Profile Sheet (1 per site)
- Erosion & Sediment Control Legend
- Erosion & Sediment Control Plan Sheets
  - Bridge Replacement – All 3 Phases
  - Bridge Rehabilitation – Phase II only
- Soil Sheet (Bridge Replacement)
- Cross-Sections (25' interval) – Bridge Replacement

Gresham Smith will develop a typical section for the Bridge Replacement site on Old Brook Trail that varies in width from approximately 18' to 24' wide. The shoulders will match the existing shoulder width, and the roadway will be crowned in the middle with ditches on both sides.

The proposed plan sheets, for the Bridge Replacement site, will detail the construction activities required to build the proposed roadway approaches. This will include establishing the horizontal alignment, vertical alignment, and centerline information. The proposed plan sheets for the Bridge Rehabilitation site will detail the construction activities required to rehabilitate the proposed bridge. The information needed for rehabilitation of the bridge will be shown on the Bridge Rehabilitation Plan & Detail sheets.

The information needed for construction of the new Bridge on Old Brook Trail will be in the Bridge Superstructure Design & Detail sheets, plus the Bridge Substructure Design & Detail sheets.

Only minor drainage modifications are anticipated for the Old Brook Trail bridge replacement site.

For the Old Brook Trail site, Gresham Smith will also prepare and provide landscaping plans and details for the replacement of any existing decorative landscaping that is impacted by the project construction.

For the Canterbury Road site, Gresham Smith will prepare a Storm Water Construction Best Management Practices Plan (CBMPP) since the project lies within the Shades Creek TMDL construction stormwater watershed, thus making it a priority stormwater construction site.



**Utility Coordination** – Gresham Smith will coordinate with all utility companies located within the project limits of each site. Per the ALDOT Guidelines for the Development of Construction Plans (GDCCP), Gresham Smith will submit plans to local utility companies to determine if any utility conflicts exist. If a utility company determines there is a conflict, Gresham Smith will coordinate with the utility company to execute the applicable ALDOT standard utility agreement to relocate the utility. If the Utility Company determines there are no conflicts with their utility, we will request a no-conflicts letter to provide ALDOT with documentation. Any minor utility adjustments and details for minor adjustment can be shown in the plans if applicable per the standard ALDOT utility agreement that is used. Certain ALDOT standard agreements require work to be performed by the utility company outside the scope of the project contract. In these cases, utility adjustments would not be shown in the project plans.

For the Bridge Replacement site on Old Brook Trail, we have reviewed record drawings of an existing 21" sewer line location running parallel to the creek on the north side of the creek. We are currently anticipating that this sewer line will not require relocation as it is offset far enough to the north that removal of the existing abutment will not encroach upon the sewer lines current location, but this will be coordinated and confirmed with Jefferson County Environmental Services during design. Birmingham Water Works Board record drawings show an existing 8" water line that runs parallel to Old Brook Trail through this crossing. However, we will not know if relocation is needed until we obtain a more accurate location of the water line and determine the bridge structure type, size and location. We anticipate relocation of two existing water meters on the north side of the bridge. There is also an Alabama Power service box and communication junction box that will likely have to be relocated. Utility relocation plans will be prepared by the affected utility company. The preparation of separate utility relocation plans is outside Gresham Smith's scope of services.

**Engineer's Construction Cost Estimate** - Gresham Smith will prepare an Engineer's construction cost estimate for the entire project that includes the Bridge Replacement and Bridge Rehabilitation. Gresham Smith will utilize unit cost information provided by ALDOT.

**Bridge Hydraulic Design and Report** – A bridge hydraulic study will be performed on the Old Brook Trail Bridge Replacement site only, in order to provide the proper hydraulic opening under the bridge for Little Shades Creek. This is also required by FEMA's National Flood Insurance Program (NFIP) since Little Shades Creek is a designated floodway in this area. Gresham Smith's hydraulic engineer will conduct a site visit and develop hydraulic models to perform a flood analysis of the existing and proposed conditions. We have had discussions with ALDOT to confirm necessary procedures and documentation to produce the Bridge Hydraulic Report. The Bridge Hydraulic Report will consist of the following:

- Site Description / Project Narrative
- Bridge Hydraulic Study Results
- Scour Analysis (w/ sketch for each pier)
- Hydraulic Structure Recommendation per ALDOT Standards
- Bridge Design Plan and Profile Sheets
- Bridge Replacement Cost Estimate including Alternatives

The FEMA flood study and CLOMR/LOMR submittals for the Old Brook Trail bridge replacement are being handled under a separate contract.



**Prepare Right-of-Way/Easement Acquisition Deed & Tract Sketch** – To accommodate the anticipated need to raise the profile grade elevation of Old Brook Trail, Gresham Smith anticipates the need to acquire additional right of way and/or easements from four (4) properties (tracts). Gresham Smith will prepare the ROW roll map required by ALDOT and develop the ROW/Easement Acquisition Deeds & Tract Sketches to acquire the necessary ROW/Easements for up to four (4) tracts.

**Right-of-Way Acquisition Services** – Wisener, LLC, as a subconsultant to Gresham Smith, will provide right of way acquisition services for the Bridge Replacement site. Because this project is federally funded, all right-of-way acquisition must conform to the federal Uniform Act. Wisener, LLC will do the following:

- Coordinate and obtain required appraisals and appraisal reviews.
- Coordinate with ALDOT to obtain all necessary reviews and approvals
- Negotiate with property owners
- Coordinate title work and closings.
- Coordination with Gresham Smith and the City of Mountain Brook.

**Public Involvement Meeting** – Gresham Smith will prepare exhibits of the proposed project, including the proposed detour plan, that will be used during the Bridge Replacement, and any other exhibits as necessary to present to the public during a Mountain Brook City Council meeting. For the purposes of this proposal we are anticipating two (2) public involvement meetings, holding one (1) for each site. These public involvement meetings are anticipated to be prior to finalizing the plans, and before advertising the project for bids.

**Coordination Meetings** – Gresham Smith anticipates that a total of four (4) coordination meetings, two (2) for the Bridge Replacement & two (2) for the Bridge Rehabilitation, with the City of Mountain Brook will be needed for the project. Gresham Smith will attend these meetings and provide meeting minutes within one week after the meeting.

**EXCLUSIONS:**

- Irrigation Design or Layout. We anticipate that modifications to existing private irrigation systems will be handled as part of the right of way acquisition process.
- Additional landscaping plans. We will include plans and details for the replacement of any existing decorative landscaping that is impacted by the construction of the project.
- Additional NEPA Environmental Studies, Coordination & Documentation above and beyond those described above
- Environmental related permits.
- Additional Geotechnical Investigation and/or Recommendations
- Additional Hydraulic Studies
- Construction Engineering & Inspection (CE&I) – CE&I will be handled under a separate agreement.
- Utility relocation design – this will be the responsibility of the individual utility owners, in accordance with ALDOT's Utility Manual.
- Right of Way/Easement appraisal updates, second appraisals, appraisals for court or expert witness fees and additional tracts.

Gresham Smith can provide any of the services above as additional Services upon written authorization from the City of Mountain Brook and by amendment to the scope and fee.

**Compensation**

Gresham Smith proposes to perform the scope of services described above for the cost-plus, not-to-exceed fee of \$433,867 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#2028) with ALDOT. This fee includes all labor, overhead, profit, and subconsultants. The breakdown of this fee is shown below and on the attached fee proposal:

<b>Task</b>	<b>Fee</b>
Field Survey	\$10,395
NEPA Environmental Coordination & Documents	\$87,419
Roadway Plans (both sites)	\$84,627
Bridge Plans – Old Brook Trail Bridge Replacement	\$56,653
Bridge Plans – Canterbury Road Bridge Rehabilitation	\$78,139
Bridge Hydraulic Study & Report	\$5,075
Geotechnical Investigation and Recommendation	\$72,145
Right-of-Way Map, tract Sketches and Deeds	\$7,303
Right-of-Way Acquisitions	\$32,111
<b>TOTAL</b>	<b>\$433,867</b>

Construction Phase Services – Prior to construction of the project, Gresham Smith and the City can negotiate a scope of work and fee for the construction engineering and inspection (CE&I) phase services required by ALDOT. These services would be performed in accordance with ALDOT CE&I standards.

**AGREEMENT**

If this proposal is acceptable to the City of Mountain Brook, we will prepare an *Agreement Between Owner and Engineer for Professional Services* for this project and send it to you for your review and execution. Since you are selecting us from ALDOT's list of consultants with on-call contracts with ALDOT, this Agreement will incorporate the terms and conditions of our Gresham Smith's on-call contract with ALDOT.

If you have any questions about this proposal, please don't hesitate to contact me at 205.298.9232 or by email at [blair\\_perry@gspnet.com](mailto:blair_perry@gspnet.com).

We look forward to completing this project for City of Mountain Brook.

Sincerely,

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

**Gresham  
Smith**



BCP

Attachments    ALDOT Man Day Estimate  
                    EDG Proposal (Surveying)  
                    STRADA Proposal (Environmental)  
                    United Consulting Proposal (Geotechnical)  
                    Wisener, LLC Proposal (Right of Way Acquisition Services)



**Alabama Department of Transportation**

EXHIBIT A-1

<b>Project No.</b>	STPBH-3716( )		
<b>County</b>	Jefferson		
<b>Description</b>	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins		
<b>Scope of Work</b>	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition		
<b>Project Length</b>	0.09 Miles		
<b>Consultant</b>	Gresham, Smith and Partners		
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.00	\$ 416.30	\$ -
PLS	0.00	\$ 276.54	\$ -
Survey Crew (see man-day sheet)	0.00	\$ 281.92	\$ -
Engineering Technician/CADD	0.00	\$ 444.88	\$ -
Clerical	0.00	\$ 438.90	\$ -
<b>Total Direct Labor</b>			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ -
Operating Margin (10%)			\$ -
<b>Sub-Total</b>			\$ -
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Engineering Design Group, LLC		\$	9,900.00
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	495.00
<b>Sub-Total</b>			\$ 10,395.00
Facilities Capital Cost of Money (% of Direct Labor)	0.44	\$	-
<b>TOTAL FEE</b>			\$ 10,395.00



September 27, 2018

Gresham, Smith and Partners  
3995 Grandview Parkway Suite 300  
Birmingham AL, 35243  
Attn: Blair Perry

**Re: Old Brook Trail Bridge Replacement, Mountain Brook, Alabama.**

Dear Blair,

Engineering Design Group, LLC is pleased to submit this proposal of survey services for the Old Brook Trail Bridge replacement project. We appreciate the opportunity to present our scope of services and we look forward to working with you on this project.

This proposal is a portion of services submitted to you in February of 2017. At your request, we have excluded portions of the original proposal. The excluded portions of the original proposal, are shown in Red. The purpose of this proposal is to supplement the (5) Hydraulic Cross Sections of Little Shades Creek at the bridge crossing at Old Brook Trail.

## **SCOPE OF SERVICES**

### **TASK A: Mobilization and Basic Survey Control**

**Excluded from this proposal. Control established for the Hydraulic Cross Section will be utilized during this scope of services.**

### **TASK B: Project Alignment and Profile**

**B-1** Engineering Design Group will run a traverse loop between the basic survey control to insure the accuracy of the survey control meets the standards of accuracy as required by the Alabama Department of Transportation. We will provide a diagram depicting the angle, distances and closure recorded during the closure traverse.

**B-2** Engineering Design Group will establish the centerline of the project and will obtain ground profile of the centerline throughout the project limits.

**B-3** Engineering Design Group will obtain topographic locations along the project limits. Topographic locations will be located at 50-foot interval and any break line(s) along the interval.

**TASK C: Supplemental Control Survey and Data Gathering**

**C-1** Engineering Design Group will traverse Old Brook Lane from the intersection of Old Brook Lane and Old Brook Trail in a southeast direction for a distance of 150 feet. Locations of topography, utilities and boundary information will be obtained within the right-of-way of Old Brook Lane.

**C-2 – Excluded from this proposal.**

**C-3 Excluded from this proposal.**

**C-4** Engineering Design Group will locate topographic survey information equivalent to locating cross sections at 20 meter intervals. Actual cross sections will not be located or provided as a final product.

**TASK D: Utility Surveys, Drainage Sections and Compilation of Data**

**D-1** Engineering Design Group will coordinate with Alabama One Call and local utility companies to have subsurface marked for our location of visible and subsurface utilities. **“Pot-Holing” of the utilities is not included in this scope of service.**

**D-2 Excluded from this proposal..**

**D-3** Engineering Design Group will locate existing section corners and ¼ corners adjacent to the project limits. Front property corners along the project centerline will be located. **Missing property corners, section corners and ¼ corners will not be reset during this survey.**

**D-4** Engineering Design Group will research and obtain the current deeds for the properties adjacent to the project centerline. Deeds obtained will be used in re-establishing boundary lines of adjacent property lines.

**D-5 Set and reference PIs, PCs, POTs, POCs and other critical roadway points is not included in this scope of services.**

**D-6** Engineering Design Group will process and reduce all notes and data obtained in the field into a format adequate to be used during the design process.

**D-7** Engineering Design Group, once work has been completed, will submit all work to Gresham, Smith and partners for review. Once the files have been reviewed, we will supply a signed and sealed Mylar plot of the approved field map.

**PROJECT LIMITS**

The limits of the survey will extend in a southwest direction along Old Brook Trail from the southwest end of bridge crossing Little Shades Creek for a distance of 300 feet, limits will also

EXHIBIT A-1

extend in a northeast direction along Old Brook Trail from the northeast end of bridge for a distance of 300 feet. Topo limits will extend 30 feet outside of the existing right-of-way line.

Locations of Little Shades Creek will extend 200 feet upstream and downstream of the existing bridge.

Bridge locations will include the low chord, profile of bridge and edge of paving.

**DELIVERABLES**

Engineering Design Group will provide Gresham, Smith and Partners CAD files in DGN format, ASCII file, field notes, deeds and plats obtained during the project research.

**FEE.....\$9,900.00**

**Exclusions**

- Completing HYD-100 and HYD-101 forms
- Defining Drainage Areas
- Preparing Schematic Drainage Map
- Pot Holing Utilities
- Setting Missing Property Corners
- Setting and Referencing PIs, PCs, POTs Roadway Points



Project No. <u>STPBH-3716( )</u> County <u>Jefferson County</u> Description <u>Bridge Replacement</u> Scope of Work <u>Roadway Survey</u> Project Length <u>0.90 Miles</u>  Consultant _____				
<b>FIELD SURVEY</b>	PLS	Crew	Tech/CADD	Clerical
<b>Based on a 0 Man Crew</b>				
<b>Task A: Mobilization and Basic Control Survey</b>				
A-1 Mobilize/Demobilize			0.00	
A-2 Contact Property Owners		0.00	0.00	0.00
A-3 Perform Basic Control Survey	0.00		0.00	0.00
A-4 Conduct On-site Inspection		0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task A Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Task B: Project Alignment and Profile</b>				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.25	0.00	0.75	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	1.00	0.25	0.00
B-3 Obtain Topographic Data	0.00	2.00	1.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task B Totals</b>	<b>0.25</b>	<b>3.00</b>	<b>2.00</b>	<b>0.00</b>
<b>Task C: Supplemental Control Surveys and Data Gathering</b>				
C-1 Traverse Cross-Roads and Railroads	0.00	0.50	0.25	0.00
C-2 Stream Topography & Cross Sections/ <del>Complete HYD-100 &amp; 101 Forms</del>	0.00			0.00
C-3 <del>Define Drainage Areas/Prepare Schematic Drainage Map</del>	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.50	0.25	0.00
	0.00	0.00	0.00	0.00

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
		0.00	0.00	0.00
<b>Task C Totals</b>	<b>0.00</b>	<b>1.00</b>	<b>0.50</b>	<b>0.00</b>
<b>Task D: Utility Surveys, Drainage Sections and Compilation of Data</b>				
D-1 Identify/Locate Utilities	0.50	0.25	0.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	1.50	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.50	0.00	0.00	0.00
D-5 Set & Reference <del>PLs, PGs, POTs, POCs</del> , & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.50	0.00	0.25	0.00
D-7 Submit Work for Review/ <del>Sealed Mylar Plot of Accepted Field Map</del>	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task D Totals</b>	<b>1.50</b>	<b>1.75</b>	<b>0.25</b>	<b>0.00</b>
<b>TOTALS</b>	<b>1.75</b>	<b>5.75</b>	<b>2.75</b>	<b>0.00</b>

<b>Project No.</b> STPBH-3716( )			
<b>County</b> Jefferson County			
<b>Description</b> Bridge Replacement			
<b>Scope of Work</b> Roadway Survey			
<b>Project Length</b> 0.90 Miles			
<b>Consultant</b>			
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.18	\$ 346.16	\$ 62.31
PLS	1.75	\$ 320.00	\$ 560.00
Survey Crew (see man-day sheet)	5.75	\$ 424.00	\$ 2,438.00
Engineering Technician/CADD	2.75	\$ 248.00	\$ 682.00
Clerical	0.00	\$ 120.00	\$ -
	<b>Total Direct Labor</b>		\$ 3,742.31
Combined Overhead (%)	134.94		\$ 5,049.87
Out-of-Pocket Expenses**			\$ 74.80
	<b>Sub-Total</b>		\$ 8,866.98
Operating Margin (10%)			\$ 886.70
	<b>Sub-Total</b>		\$ 9,753.68
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	<b>Sub-Total</b>		\$ 9,753.68
Facilities Capital Cost of Money (% of Direct Labor)	3.91		\$ 146.32
	<b>TOTAL FEE</b>		\$ 9,900.00

<b>Project No.</b> <u>STPBH-3716( )</u> <b>County</b> <u>Jefferson County</u> <b>Description</b> <u>Bridge Replacement</u> <b>Scope of Work</b> <u>Roadway Survey</u> <b>Project Length</b> <u>0.90 Miles</u>  <b>Consultant</b> _____ <b>Out-of-pocket Expenses (Field Survey)</b>
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TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	10	12	\$0.540	\$ 64.80
	0	0	\$0.540	\$ -
	0	0	\$0.540	\$ -
	0	0	\$0.540	\$ -
<b>Total Mileage Cost</b>				<b>\$ 64.80</b>

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	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 64.80</b>

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	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	<b>\$ 10.00</b>

<b>Other (provide description on next line)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Total Out-of-pocket Expenses</b>	<b>\$ 74.80</b>
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Comments:

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

<b>Bridge Recons</b>	<b>Project No.</b> STPBH-3716( )				
	<b>County</b> Jefferson				
	<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook				
	<b>Scope of Work</b> Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition				
	<b>Consultant</b> Gresham, Smith and Partners				
<b>Project Length (Bridge Replacement)</b> 0.09 Miles					
<b>Project Length (Bridge Rehabilitation)</b> 0.04 Miles					
<b>ENVIRONMENTAL DOCUMENT &amp; CAHABA RIVER SOCIETY COORDINATION</b>					
<b>Task A: Early Coordination</b>					
<b>Bridge Replacement - Old Brook Trail</b>					
A-1 Prepare Overall Colored Map Aerial Exhibit, Project Location Exhibit & Other Exhibits					
A-2 Prepare Project Description					
A-3 Purpose and Need Statement (Coordinate with ALDOT & Strada)					
A-4 Prepare for & Attend Environmental Scoping Meeting with ALDOT & FHWA					
A-4a Prepare Kickoff Meeting Notes					
A-5 Coordinate/confirm level of environmental document with ALDOT					
<b>Bridge Rehabilitation - Canterbury Rd</b>					
A-1 Prepare Overall Colored Map Aerial Exhibit, Project Location Exhibit & Other Exhibits					
A-2 Prepare Project Description					
A-3 Purpose and Need Statement (Coordinate with ALDOT & Strada)					
A-4 Prepare for & Attend Environmental Scoping Meeting with ALDOT & FHWA					
A-4a Prepare Kickoff Meeting Notes					
A-5 Coordinate/confirm level of environmental document with ALDOT					
<b>Task A Totals</b>					
<b>Task B: Prepare Environmental Document</b>					
<b>Bridge Replacement - Old Brook Trail (Categorical Exclusion)</b>					
B-1 Prepare for and Attend Public Involvement Meeting					
B-1a Review and respond to comments from Public Involvement Meeting					
B-2 Review Environmental Studies, draft and final CE. Coordination with Strada, ALDOT & FHWA.					
<b>Bridge Rehabilitation - Canterbury Rd (PCE2)</b>					
B-1 Prepare for and Attend Public Involvement Meeting					
B-1a Review and respond to comments from Public Involvement Meeting					
B-2 Review Environmental Studies, draft and final CE. Coordination with Strada, ALDOT & FHWA.					
<b>Task B Totals</b>					
<b>Task C: Coordination with Cahaba River Society</b>					
<b>Bridge Replacement - Old Brook Trail</b>					
C-1 Submit Project Description, Maps/Exhibits, Purpose and Need and Other Information to Cahaba River Society					
C-2 Meeting on Site with Cahaba River Society					
C-2a Meeting Notes					
C-3 Additional coordination with Cahaba River Society					
<b>Bridge Rehabilitation - Canterbury Rd</b>					
C-1 Submit Project Description, Maps/Exhibits, Purpose and Need and Other Information to Cahaba River Society					
C-2 Meeting on Site with Cahaba River Society					
C-2a Meeting Notes					
C-3 Additional Coordination with Cahaba River Society					
<b>Task C Totals</b>					
<b>TOTALS</b>					

<b>Project No.</b>	STPBH-3716( )
<b>County</b>	Jefferson
<b>Description</b>	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook
<b>Scope of Work</b>	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Project Length</b> (Bridge Replacement)	0.09 Miles
<b>Project Length</b> (Bridge Rehabilitation)	0.04 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Fee Proposal (Environmental Document & Cahaba River Society Coordination)**

PERSONNEL COST		Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	0.92	\$	416.30	\$ 383.00
Senior Engineer	3.55	\$	398.08	\$ 1,413.18
Engineer	5.65	\$	279.22	\$ 1,577.59
Environmental	0.00	\$	281.92	\$ -
Environmental Technician	0.00	\$	-	\$ -
Clerical	0.25	\$	216.77	\$ 54.19
<b>Total Direct Labor</b>				\$ 3,427.96
Combined Overhead (%)	161.52			\$ 5,536.84
Out-of-Pocket Expenses**				\$ 205.49
<b>Sub-Total</b>				\$ <b>9,170.29</b>
Operating Margin (10%)				\$ 917.03
<b>Sub-Total</b>				\$ <b>10,087.32</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>				
STRADA - Old Brook Trail Bridge Replacement (CE)		\$		48,184.00
STRADA - Canterbury Road Bridge Rehabilitation (PCE2)		\$		25,451.00
		\$		-
		\$		-
		\$		-
Subconsultant Administration Expense (5%)		\$		3,681.75
<b>Sub-Total</b>				\$ <b>87,404.07</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.44			\$ 15.08
<b>TOTAL FEE</b>				\$ <b>87,419.15</b>

\*\*See Grand Total Fee sheet

<b>Project No.</b>	STPBH-3716( )
<b>County</b>	Jefferson
<b>Description</b>	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over
<b>Scope of Work</b>	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Project Length (Bridge Replacement)</b>	0.09 Miles
<b>Project Length (Bridge Rehabilitation)</b>	0.04 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Out-of-pocket Expenses (Environmental Document & Cahaba River Society Coordination)**

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
To ALDOT Birmingham Area Office	1	25	\$0.545	\$ 13.63
To Project Site	2	8	\$0.545	\$ 8.72
To Mountain Brook City Hall	2	14	\$0.545	\$ 15.26
To ALDOT Central Office (Montgomery)	1	175	\$0.545	\$ 95.38
<b>Total Mileage Cost</b>				<b>\$ 132.99</b>

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	1	2	\$11.25	\$ 22.50
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	\$ -
<b>Total Subsistence Cost</b>				<b>\$ 22.50</b>
<b>Total Travel Cost</b>				<b>\$ 155.49</b>

**PRINTING / REPRODUCTION COST**

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Color Roll Maps (36" x48") (1"=50')	5	1	5	\$ -	\$ -
11" x 17" Color Plots	20	5	100	\$ -	\$ -
8.5" x 11" B&W	1	500	500	\$ -	\$ -
8.5" x 11" Color	20	5	100	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	<b>\$ 50.00</b>

<b>Other (provide description on next line)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Total Out-of-pocket Expenses</b>	<b>\$ 205.49</b>
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Comments:

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



August 28, 2018

Blair Perry, P.E.  
Gresham Smith & Partners  
3595 Grandview Parkway, Suite 300  
Birmingham, AL 35243

**RE:** Revision of Man-days Fee Proposal per **ALDOT** Review for Bridge Reconstruction for the Old Brook Trail Bridge over Little Shades Creek and a Bridge Rehabilitation for the Canterbury Road Bridge over Watkins Creek, Jefferson County, Alab 11ama (STRP0763)

Dear Mr. Perry:

The Man-day fee proposal for the reference project has been adjusted per ALDOT's review. The project will still encompass the following:

- 1) Categorical Exclusion for the Bridge Reconstruction for the Old Brook Trail Bridge over Little Shades Creek.
- 2) Programmatic Categorical Exclusion 2 for the Bridge Rehabilitation for the Canterbury Road Bridge over Watkins Creek, which includes the rehabilitation of the abutment walls and the underside of the bridge deck.

The proposals have been revised and are attached. This contract will entail the coordination of the environmental activities encompassing cultural resources, endangered species, public involvement, air analysis, noise analysis and hazardous materials reports.

The following items were considered:

- This contract will be a cost-plus contract, meaning work is paid for services provided.
- Noise/air will be prepared by ALDOT and reviewed by STRADA.
- Gresham, Smith & Partners (GS&P) will prepare layouts and provide drawings.
- Purpose and need for the proposed projects will be developed by STRADA and GS&P.
- One set of draft documents will be submitted to GS&P for review and comment.
- Strada will attend two public meetings to provide support to GS&P.
- The stream is a Cahaba River tributary, and the initial environmental survey will determine if there are endangered/threatened species in the watershed.
- If a meeting with the Cahaba River Society is required, one public meeting is included in this proposal.

Thank you for considering STRADA. Please do not hesitate to contact us with any questions.

Sincerely

A handwritten signature in blue ink, appearing to read "Ronald Thompson", is written over a light blue horizontal line.

Ronald Thompson  
Director of Engineering

Enclosures



<b>Project No.</b> STPBH-3716() <b>County</b> Jefferson <b>Description</b> Canterbury Bridge Rehabilitation over Watkins Creek <b>Scope of Work</b> Programmatic Categorical Exclusions (CE) <b>Project Length</b> 0.04 Miles <b>Consultant</b> STRADA Professional Services			
<b>CORRIDOR STUDY</b>	Engineer	Engineer Tech.	Sr. Environment
<b>Task A: Preliminary Corridor Investigation</b>			
A-1 Obtain & Study State Supplied Maps	0.0	0.5	0.0
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.0	1.0	0.5
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.0	1.0	1.0
A-4 Develop Purpose and Need	0.0	0.0	0.5
A-5 Develop Matrix for Categorical Exclusion (CE)	0.0	0.0	1.0
A-6 Develop Study Report and Present to State and FHWA	0.5	0.0	0.0
	0.0	0.0	0.0
<b>Task A Totals</b>	<b>0.5</b>	<b>2.5</b>	<b>3.0</b>
<b>Task B: Environmental Studies</b>			
B-1 Review Existing Data	0.0	0.0	1.0
B-2 Air/Noise Analysis Statement for Review by ALDOT	0.0	0.0	0.5
B-3 Conduct Environmental Studies/Develop Alternative Matrix	0.0	0.0	0.5
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	0.0	0.0	2.0
B-5 Conduct Haz Mat Survey and Report	0.5	0.0	1.0
B-6 Review Endangered Species Report and Coordinate with ALDOT/FWS	0.0	0.0	0.5
B-7 Review Cultural Resource Report and Coordinate with ALDOT/SHPO	0.0	0.0	0.5
	0.0	0.0	0.0
<b>Task B Totals</b>	<b>0.5</b>	<b>0.0</b>	<b>6.0</b>
<b>Task C: Completion of Document</b>			
C-1 Prepare Final Analysis of Present to ALDOT for comments	0.5	0.0	1.0
C-2 Prepare PCE 2 and Submit for Review & Approval	0.5	0.0	1.0
	0.0	0.0	0.0
<b>Task C Totals</b>	<b>1.0</b>	<b>0.0</b>	<b>2.0</b>
<b>TOTALS</b>	<b>2.0</b>	<b>2.5</b>	<b>11.0</b>

<b>Project No.</b> STPBH-3716()			
<b>County</b> Jefferson			
<b>Description</b> Canterbury Bridge Rehabilitation over Watkins Creek			
<b>Scope of Work</b> Programmatic Categorical Exclusions (CE)			
<b>Project Length</b> 0.04 Miles			
<b>Consultant</b> STRADA Professional Services			
<b>Fee Proposal (Corridor Study)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	1.30	\$ 565.36	\$ 734.97
Engineer	2.00	\$ 384.64	\$ 769.28
Engineering Technician/CADD	2.50	\$ 161.52	\$ 403.80
Environmental	11.00	\$ 480.00	\$ 5,280.00
	<b>Total Direct Labor</b>		\$ 7,188.05
Combined Overhead (%)	152.00		\$ 10,925.84
Out-of-Pocket Expenses**			\$ 166.00
	<b>Sub-Total</b>		\$ 18,279.89
Operating Margin (10%)			\$ 1,827.99
	<b>Sub-Total</b>		\$ 20,107.88
<b>SUB-CONSULTANTS</b> (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Barry A. Vittor & Associates, Inc.			\$ 3,660.00
MRS Consultants, LLC.			\$ 1,360.00
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 251.00
	<b>Sub-Total</b>		\$ 25,378.88
Facilities Capital Cost of Money (% of Direct Labor)	1.00		\$ 71.88
	<b>TOTAL FEE</b>		\$ 25,450.76

\*\*See Grand Total Fee sheet

<b>Project No.</b> <u>STPBH-3716()</u> <b>County</b> <u>Jefferson</u> <b>Description</b> <u>Canterbury Bridge Rehabilitation over Watkins Creek</u> <b>Scope of Work</b> <u>Programmatic Categorical Exclusions (CE)</u> <b>Project Length</b> <u>0.04 Miles</u> <b>Consultant</b> <u>STRADA Professional Services</u>
<b>Out-of-pocket Expenses (Corridor Study)</b>

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	4	25	\$0.535	\$ 53.50
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
<b>Total Mileage Cost</b>				<b>\$ 53.50</b>

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	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 53.50</b>

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	3	75	225	\$ 0.50	\$ 112.50
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 112.50</b>

Communication Cost (telephone, fax, etc.)	<b>Total</b>
	\$ -

Postage Cost (overnight, stamps, etc.)	<b>Total</b>
	\$ -

Other (provide description on next line)	<b>Total</b>
	\$ -

<b>Total Out-of-pocket Expenses</b>	<b>\$ 166.00</b>
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Comments:

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



<b>Project No.</b> <u>STPBH-3716()</u> <b>County</b> <u>Jefferson</u> <b>Description</b> <u>Old Brook Trail Bridge Replacement over Little Shades Creek</u> <b>Scope of Work</b> <u>Catergorical Exclusions (CE)</u> <b>Project Length</b> <u>0.09</u> Miles <b>Consultant</b> <u>STRADA Professional Services</u>				
<b>CORRIDOR STUDY</b>	Engineer	Engineer Tech.	Sr. Environment	Clerical
<b>Task A: Preliminary Corridor Investigation</b>				
A-1 Obtain & Study State Supplied Maps	0.0	0.0	0.5	0.0
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.0	2.0	0.0	0.0
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.0	2.0	1.0	0.0
A-4 Develop Purpose and Need	0.0	0.0	0.5	0.0
A-5 Develop Matrix for Catergorical Exclusion (CE)	0.0	0.0	0.0	0.0
A-6 Develop Study Report and Present to State and FHWA	1.0	0.0	3.0	2.0
<b>Task A Totals</b>	<b>1.0</b>	<b>4.0</b>	<b>5.0</b>	<b>2.0</b>
<b>Task B: Environmental Studies</b>				
B-1 Review Existing Data	0.0	0.0	2.0	0.0
B-2 Air Analysis/Noise Statement for Review by ALDOT	0.0	0.0	1.0	0.0
B-3 Conduct Environmental Studies/Develop Alternative Matrix	0.0	0.0	1.0	0.0
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	0.0	0.0	2.0	2.0
B-5 Conduct Haz Mat Survey and Report	0.0	0.0	2.0	1.0
B-6 Review Endangered Species Report and Coordinate with ALDOT/FWS	0.0	0.0	2.0	0.0
B-7 Review Cultural Resource Report and Coordinate with ALDOT/SHPO			2.0	
<b>Task B Totals</b>	<b>0.0</b>	<b>0.0</b>	<b>12.0</b>	<b>3.0</b>
<b>Task C: Completion of Document</b>				
C-1 Prepare final analysis of Present to ALDOT for comments	0.0	0.0	3.0	1.0
C-2 Prepare CE and Submit for Review & Approval	0.0	0.0	3.0	1.0
<b>Task C Totals</b>	<b>0.0</b>	<b>0.0</b>	<b>6.0</b>	<b>2.0</b>
<b>TOTALS</b>	<b>1.0</b>	<b>4.0</b>	<b>23.0</b>	<b>7.0</b>

<b>Project No.</b> STPBH-3716()			
<b>County</b> Jefferson			
<b>Description</b> Old Brook Trail Bridge Replacement over Little Shades Creek			
<b>Scope of Work</b> Categorical Exclusions (CE)			
<b>Project Length</b> 0.09 Miles			
<b>Consultant</b> STRADA Professional Services			
<b>Fee Proposal (Corridor Study)</b>			
<b>PERSONNEL COST</b>			
	Man-days	x	Daily Rate
Project Manager (10% of Eng. & Env.)	3.50	\$	561.36 \$ 1,964.76
Engineer	1.00	\$	384.64 \$ 384.64
Engineering Technician/CADD	4.00	\$	161.52 \$ 646.08
Environmental	23.00	\$	480.00 \$ 11,040.00
Clerical	7.00	\$	130.80 \$ 915.60
<b>Total Direct Labor</b>			<b>\$ 14,951.08</b>
Combined Overhead (%)	152.00		\$ 22,725.64
Out-of-Pocket Expenses**			\$ 103.50
<b>Sub-Total</b>			<b>\$ 37,780.22</b>
Operating Margin (10%)			\$ 3,778.02
<b>Sub-Total</b>			<b>\$ 41,558.24</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Barry A. Vittor & Associates, Inc.			\$ 4,710.00
MRS Consultants, LLC.			\$ 1,600.00
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 315.50
<b>Sub-Total</b>			<b>\$ 48,183.74</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
<b>TOTAL FEE</b>			<b>\$ 48,183.74</b>

\*\*See Grand Total Fee sheet

<b>Project No.</b>	STPBH-3716()
<b>County</b>	Jefferson
<b>Description</b>	Old Brook Trail Bridge Replacement over Little Shades Creek
<b>Scope of Work</b>	Categorical Exclusions (CE)
<b>Project Length</b>	0.09 Miles
<b>Consultant</b>	STRADA Professional Services

**Out-of-pocket Expenses (Corridor Study)**

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Review/Public Meeting	4	25	\$0.535	\$ 53.50
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
<b>Total Mileage Cost</b>				<b>\$ 53.50</b>

Subsistence Cost				
	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by oth	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 53.50</b>

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Environmental document	5	100	500	\$ 0.10	\$ 50.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 50.00</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
	\$ -

<b>Total Out-of-pocket Expenses</b>	<b>\$ 103.50</b>
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**Comments:**

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

# MRS Consultants, LLC.

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Cultural Resource Specialists • Phase I Assessments • Section 106 Compliance

December 18, 2017

Alfredo Acoff  
STRADA Professional Services, LLC.  
P.O. Box 55375  
Birmingham, AL 35255

Re: Bridge Reconstruction for the Old Brook Trail Bridge over Little Shades Creek and a Bridge Rehabilitation for the Canterbury Road Bridge over Watkins Creek, Jefferson County, Alabama

Dear Ms. Acoff:

Thank you for contacting MRS Consultants, LLC. regarding the above referenced projects. The project includes two separate survey areas: 1) Bridge Reconstruction for the Old Brook Trail Bridge over Little Shades Creek, which includes 200-300 ft approaches on each side of the bridge; and 2) Bridge Rehabilitation for the Canterbury Road Bridge over Watkins Creek, which includes the rehabilitation of the abutment walls and the underside of the bridge deck. Costs proposals for each project are attached. This contract will entail a Phase I cultural resources assessment for each project area that will involve three general stages: 1) Background Research; 2) Field Research; 3) Analysis and Reporting. All phases of the research will be conducted in compliance with the guidelines set forth by the State Historic Preservation Officer (SHPO) at the Alabama Historical Commission (AHC) and will consider both archaeological and structural resources.

**Stage 1:** This stage of research includes the background research conducted before the field investigation. Background research will be conducted to identify any known cultural resources within the study area, especially archaeological sites, cemeteries, historic structures, and historic communities. This research will also serve to identify the potential for such resources. Several sources will be consulted during the research, including but not necessarily limited to the Alabama State Site File for archaeological sites, the National Register of Historic Places (NRHP), pertinent archaeological reports for the study area, and historical maps for the area.

**Stage 2:** This stage will include the field assessment of the project area, and will document archaeological sites, cemeteries, and historic structures. The property will receive a pedestrian review. Standard archaeological techniques will be employed during the survey, especially visual observation of the ground surface and subsurface shovel testing. Areas of moderate-high probability will receive a more thorough subsurface investigation. Low probability areas, i.e. upland slopes, eroded and disturbed areas, and low/wet areas, will receive a more cursory inspection. Shovel tests generally will measure 30 cm in diameter and will be excavated into subsoil. Soils will be sifted through a 6 mm mesh screen to search for cultural material. Any artifacts recovered during the investigation will be bagged by provenience, and returned to the laboratory for analysis. Each discovered resource (archaeological sites, cemeteries, and historic structures) will be evaluated to a preliminary level necessary for determining its potential eligibility for inclusion on the NRHP. Standard information will be derived for each archaeological site, i.e. GPS coordinates, dimensions, vertical depth, positive/negative shovel tests, environmental context, photographs, sketch maps, etc. We will also inspect the bridges to determine if they are historic (50 years or older) and if they are potentially eligible for NRHP nomination.

**Stage 3:** This stage includes the laboratory analysis and preparation of the technical report and other documentation. Artifacts will undergo standard laboratory procedures, i.e. washing, analysis, and preparation for curation. Site forms will be completed for each recorded archaeological site, which will be submitted to the Alabama State Site File for a permanent site number. If necessary, the ALDOT will be consulted if any of the bridges are historic to help determine their potential NRHP eligibility. A technical report will be written for each project detailing the survey and findings of the research. Recommendations of NRHP eligibility will be made for each cultural resource. Those cultural resources that are considered *Not Eligible* for the NRHP will be recommended for clearance. Those cultural resources that have an *Undetermined* or *Potentially Eligible* NRHP eligibility will be recommended for avoidance or additional research/documentation. The final reports should be reviewed by the AHC. Also, if any federal permits are involved in the project, those agencies would also need to be involved in the Section 106 review process.

If you have any questions, please do not hesitate to call me on my cell phone at (205) 242-8650. We look forward to working with you, and thank you for considering MRS Consultants, LLC.

Sincerely,



Catherine C. Meyer  
MRS Consultants, LLC.

Enclosure

December 18, 2017

## Cost Proposal

Phase I Cultural Resources Survey for a Bridge Reconstruction for the  
Old Brook Trail Bridge over Little Shades Creek, Mountain Brook, Jefferson County, Alabama

<u>PERSONNEL COSTS</u>	<u>No. Days</u>	<u>Daily Rate</u>	<u>Costs</u>
<b><u>Fieldwork</u></b>			
Cultural Resource Specialist	1.00	\$350.00	\$350.00
Research Assistant/Archaeological Technician	1.00	\$250.00	\$250.00
<b><u>Background Research/Laboratory/Report/Drafting</u></b>			
Cultural Resource Specialist	2.00	\$350.00	\$700.00
Research Assistant	0.50	\$250.00	<u>\$125.00</u>
<b>Personnel Subtotal</b>			<b>\$1,425.00</b>
<b><u>OPERATING BUDGET</u></b>			
Overnight Per Diem (2 people x 2 days)	0	\$46.00	\$0.00
Daily Per Diem	2	\$20.00	\$40.00
Hotel	0	\$110.00	\$0.00
Mileage (.535/mile)	120	\$0.535	\$64.20
Miscellaneous Supplies/Equipment			<u>\$25.00</u>
<b>Total Operating</b>			<b>\$129.20</b>
<b>INDIRECT COSTS ON OPERATING</b>		43%	\$55.56
<b>Total Estimated Costs</b>			<b>\$1,609.76</b>
<b>LUMP SUM/FIXED PRICE</b>			<b>\$1,600.00</b>

December 18, 2017

## Cost Proposal

Phase I Cultural Resources Survey for a Bridge Rehabilitation for the Canterbury Road Bridge  
over Watkins Creek, Mountain Brook, Jefferson County, Alabama

<u>PERSONNEL COSTS</u>	<u>No. Days</u>	<u>Daily Rate</u>	<u>Costs</u>
<b><u>Fieldwork</u></b>			
Cultural Resource Specialist	1.00	\$350.00	\$350.00
Research Assistant/Archaeological Technician	0.00	\$250.00	\$0.00
<b><u>Background Research/Laboratory/Report/Drafting</u></b>			
Cultural Resource Specialist	2.00	\$350.00	\$700.00
Research Assistant	0.50	\$250.00	<u>\$125.00</u>
	<b>Personnel Subtotal</b>		<b>\$1,175.00</b>
<b><u>OPERATING BUDGET</u></b>			
Overnight Per Diem (2 people x 2 days)	0	\$46.00	\$0.00
Daily Per Diem	2	\$20.00	\$40.00
Hotel	0	\$110.00	\$0.00
Mileage (.535/mile)	120	\$0.535	\$64.20
Miscellaneous Supplies/Equipment			<u>\$25.00</u>
	<b>Total Operating</b>		<b>\$129.20</b>
<b>INDIRECT COSTS ON OPERATING</b>		43%	\$55.56
<b>Total Estimated Costs</b>			<b>\$1,359.76</b>
<b>LUMP SUM/FIXED PRICE</b>			<b>\$1,360.00</b>



# BARRY A. VITTOR & ASSOCIATES, INC.

ENVIRONMENTAL RESEARCH & CONSULTING

8060 Cottage Hill Road

Mobile, Alabama 36695

Phone (251) 633-6100

Fax (251) 633-6738

December 19, 2017

Alfredo Acoff  
Strada  
P.O. Box 55375  
Birmingham, AL 35255-5375

Subject: Environmental Services for Bridges in Jefferson County (ALDOT Project  
No. STPBH-3716( )

Dear Mr. Acoff:

Barry A. Vittor & Associates, Inc. appreciates the opportunity to provide this price quote to Strada, for environmental clearances for two bridge projects in Jefferson County, Alabama. We anticipate that these services will involve wetland/stream delineation (and U.S. Army Corps of Engineers verification) and endangered/threatened species surveys of the projects. Costs associated with each bridge project are listed below.

Bridge Reconstruction of Old Brook Trail Bridge over Little Shades Creek:

Wetland/Stream delineation and mapping	\$1,760.00
Endangered Species survey (terrestrial)	\$1,050.00
Endangered Species survey (aquatic)	<u>\$1,900.00</u>
Total:	\$4,710.00

Bridge Rehabilitation for Canterbury Road Bridge over Watkins Creek:

Wetland/Stream delineation and mapping	\$1,760.00
Endangered Species survey (aquatic)	<u>\$1,900.00</u>
Total:	\$3,660.00

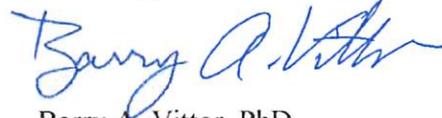
We believe that the environmental aspects of the Canterbury Road bridge project will be limited to the aquatic ecosystem, because the project is described as involving no modifications to the existing approaches, and only minor impacts to the streambed, where riprap or cement bags could be placed at the bridge abutments.

Please note that the costs provided above do not include costs for applying for and obtaining Sec. 404 permits for the proposed projects. Let us know if those services will be required as well.

EXHIBIT A-1

Please feel free to call or email me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barry A. Vittor". The signature is fluid and cursive, with a long horizontal stroke at the end.

Barry A. Vittor, PhD  
President

Project Number	STPBH-3716( )	CPMS #	100066112		
Bridge Re	County	Jefferson			
Description	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook				
Scope of work	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition				
Project Length (Bridge Replacement)	0.09 Miles				
Project Length (Bridge Rehabilitation)	0.04 Miles				
Consultant	Gresham, Smith and Partners				
ROADWAY PLANS		ESTIMATED MAN-DAYS			
SHEET TITLE	NO. OF SHEETS	SENIOR ENGINEER		ENGINEER	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.25	0.25	0.50	0.50
INDEX SHEET	1.00	0.25	0.25	0.50	0.50
STANDARD DRAWING INDEX SHEET	1.00	0.25	0.25	0.50	0.50
GEOMETRIC LAYOUT / SURVEY CONTROL - (Old Brook Trail Bridge Replacement)	1.00	0.25	0.25	0.50	0.50
GEOMETRIC LAYOUT / SURVEY CONTROL - (Bridge Rehab)	1.00	0.15	0.15	0.50	0.50
PROJECT NOTE SHEET (Project)	1.00	0.50	0.50	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.25	0.25	0.25	0.25
PROJECT NOTE SHEET (Signage)					
PROJECT NOTE SHEET (Signals)					
PROJECT NOTE SHEET (ITS)					
PROJECT NOTE SHEET (Lighting)					
PROJECT NOTE SHEET (Traffic Loops)					
PLANS LEGEND & ABBREVIATIONS	2.00	0.05	0.10	0.10	0.20
<b>TYPICAL SECTIONS - (Old Brook Trail Bridge Replacement)</b>					
Main Roadway	1.00	0.50	0.50	1.00	1.00
Cross Roads					
Detour & Misc. (Driveways)	1.00	0.50	0.50	0.75	0.75
Ditches	0.50	0.25	0.13	0.50	0.25
Misc. Special Project Details	2.00	0.25	0.50	0.50	1.00
<b>SUMMARY OF QUANTITIES SHEET</b>					
Main Summary (both sites combined)	1.00	0.50	0.50	1.25	1.25
<b>SUMMARY BOX SHEETS</b>					
<b>Old Brook Trail Bridge Replacement</b>					
Guardrail/End Anchors	0.25	0.50	0.13	1.00	0.25
Side Drain Pipe	0.25	0.75	0.19	1.50	0.38
Base & Pavement			0.25		0.50
Bridge	1.00	0.50	0.50	1.00	1.00
Striping & Pavement Markings	0.50	0.35	0.18	0.75	0.38
Bridge End Slabs	0.25	0.25	0.06	0.50	0.13
Sidewalk	0.25	0.50	0.13	1.00	0.25
Slope Paving (Ditches)/Ditch Summary					
Misc. Boxes	1.00	0.13	0.13	0.75	0.75
Erosion Control	0.50	0.75	0.38	1.50	0.75
Removal Items	0.50	0.50	0.25	1.00	0.50
<b>Canterbury Road Bridge Rehab</b>					
Bridge (Rehabilitation)	1.00	0.50	0.50	0.50	0.50
Misc. Boxes	1.00	0.25	0.25	0.50	0.50
Erosion Control	0.25	0.50	0.13	1.00	0.25
Removal Items	0.25	0.50	0.13	1.00	0.25
<b>PLAN &amp; PROFILE</b>					
Plan & Profile (1"=20' or 1"=30') - (Old Brook Trail Bridge Replacement)	2.00	1.00	2.00	2.50	5.00
Plan & Profile (1"=20' or 1"=30') - (Canterbury Road Bridge Rehab)	1.00	0.25	0.25	1.00	1.00
Driveway Profiles - (Old Brook Trail Bridge Replacement)	1.00	0.50	0.50	0.75	0.75
Landscaping Plan & Details - (Old Brook Trail Bridge Replacement)	1.00	0.25	0.25	0.50	0.50
<b>PAVING LAYOUT (includes striping) - (Old Brook Trail Bridge Replacement)</b>					
Main Roadway	1.00	0.50	0.50	1.00	1.00
<b>TRAFFIC CONTROL</b>					
Sequence of Construction & Summary of Quantities - (Old Brook Trail Bridge Replacement)	1.00	0.25	0.25	1.00	1.00
Sequence of Construction & Summary of Quantities - (Canterbury Road Bridge Rehab)	1.00	0.25	0.25	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.) - (Old Brook Trail Bridge Replacement)	2.00	0.25	0.50	0.50	1.00
Layout Sheets (signs, devices, shifts, etc.) - (Canterbury Road Bridge Rehab)	1.00	0.25	0.25	0.50	0.50
Special Drawings	5.00	0.06	0.30	0.25	1.25

ROADWAY PLANS SHEET TITLE	NO. OF SHEETS	ESTIMATED MAN-DAYS			
		SENIOR ENGINEER		ENGINEER	
		SHEET	TOTAL	SHEET	TOTAL
<b>UTILITY SHEETS</b>					
Utility Plan & Profile - (Old Brook Trail Bridge Replacement)	2.00	0.15	0.30	0.50	1.00
Utility Plan & Profile - (Canterbury Road Bridge Rehab)	1.00	0.15	0.15	0.25	0.25
Utility Coordination - (Old Brook Trail Bridge Replacement)			0.50		4.00
Utility Coordination - (Canterbury Road Bridge Rehab)			0.50		1.00
<b>DRAINAGE SECTIONS - (Old Brook Trail Bridge Replacement)</b>					
Pipe & Culvert X-Sect./Hydraulic Computations	1.00	0.50	0.50	2.00	2.00
Hydraulic Data Sheet	1.00	0.50	0.50	0.50	0.50
Details	1.00	0.50	0.50	1.00	1.00
<b>SOIL SHEETS - (Bridge Replacement)</b>					
Soil Boring Logs	1.00	0.15	0.15	0.25	0.25
<b>EROSION CONTROL</b>					
Legend & Sequence	1.00	0.05	0.05	0.13	0.13
Phased Sheets (Phase I) - (Old Brook Trail Bridge Replacement)	1.00	0.25	0.25	0.50	0.50
Phased Sheets (Phase II) - (Old Brook Trail Bridge Replacement)	1.00	0.25	0.25	0.50	0.50
Phased Sheets (Phase III) - (Old Brook Trail Bridge Replacement)	1.00	0.25	0.25	0.50	0.50
Phased Sheets (Phase II) - (Canterbury Road Bridge Rehab)	1.00	0.25	0.25	0.50	0.50
CBMPP & NOI			2.00		2.00
<b>ROADWAY CROSS SECTIONS - (Old Brook Trail Bridge Replacement)</b>					
Main Roadway	4.00	0.25	1.00	0.75	3.00
Earthwork Balancing/Calculations	1.00	0.50	0.50	0.50	0.50
<b>REVIEW COMMENTS</b>					
30% Review			1.00		2.00
Plan-in-Hand Inspection			2.00		3.00
PS&E Inspection			2.00		3.00
<b>Cost Estimates</b>			0.50		1.00
<b>Design Hearing</b>					
<b>Site Visits (2) - (Old Brook Trail Bridge Replacement)</b>			0.50		0.50
<b>Site Visits (1) - (Canterbury Road Bridge Rehab)</b>			0.50		0.50
<b>Public Meeting (1) (at City Council meeting) - (Both Sites)</b>			0.50		1.00
<b>Coordination Meetings w/City &amp; ALDOT - (Both sites)</b>			0.75		1.50
<b>SUB-TOTAL</b>	54.50		27.79		56.72
10% Supervision			2.78		
<b>TOTALS</b>	54.50		27.79		56.72

<b>Project No.</b>	STPBH-3716( )
<b>County</b>	Jefferson
<b>Description</b>	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Scope of Work</b>	Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Project Length</b> (Bridge Replacement)	0.09 Miles
<b>Project Length</b> (Bridge Rehabilitation)	0.04 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Fee Proposal (Roadway Plans)**

<b>PERSONNEL COST</b>		Man-days x Daily Rate	
Project Manager (10% of Eng.)	2.78	\$ 416.30	\$ 1,157.31
Senior Engineer	27.79	\$ 398.08	\$ 11,062.64
Engineer	56.72	\$ 279.22	\$ 15,837.36
Clerical	0.50	\$ 216.77	\$ 108.39
<b>Total Direct Labor</b>			<b>\$ 28,165.70</b>
Combined Overhead (%)	161.52		\$ 45,493.24
Out-of-Pocket Expenses**			\$ 3,161.77
<b>Sub-Total</b>			<b>\$ 76,820.71</b>
Operating Margin (10%)			\$ 7,682.07
<b>Sub-Total</b>			<b>\$ 84,502.78</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			<b>\$ 84,502.78</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 123.93
<b>TOTAL FEE</b>			<b>\$ 84,626.71</b>

\*\*See Grand Total Fee sheet

<b>Project No.</b> STPBH-3716( )					
<b>County</b> Jefferson					
<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of					
<b>Scope of Work</b> Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition					
<b>Project Length (Bridge Replacement)</b>	0.09 Miles				
<b>Project Length (Bridge Rehabilitation)</b>	0.04 Miles				
<b>Consultant</b> Gresham, Smith and Partners					
<b>Out-of-pocket Expenses (Roadway Plans)</b>					
<b>TRAVEL COST</b>					
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>	
Site Visits	3	8	\$0.545	\$	13.08
Public Involvement Meeting	1	13	\$0.545	\$	7.09
Coordination Meetings with City of Mountain Brook/ALDOT	4	13	\$0.545	\$	28.34
ALDOT Birmingham Area Office (plan reviews)	3	25	\$0.545	\$	40.88
<b>Total Mileage Cost</b>				\$	<b>89.39</b>
<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>	
Travel allowance (6 hour trips)	3	2	\$11.25	\$	67.50
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	\$	-
<b>Total Subsistence Cost</b>				\$	<b>67.50</b>
<b>Total Travel Cost</b>				\$	<b>156.89</b>
<b>PRINTING / REPRODUCTION COST</b>					
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>	<b>Total</b>
22"x34" Checksets	4	55.00	220	\$ 0.84	\$ 184.80
22"x34" Final set	2	55.00	110	\$ 0.84	\$ 92.40
11"x17" Checksets/plan submittals	112	54.00	6048	\$ 0.16	\$ 967.68
11"x17" Color Plots	100	2	200	\$ 1.00	\$ 200.00
Color Roll Maps (36" x48") (1"=50')	12	2	24	\$ 30.00	\$ 720.00
8.5"x 11" B&W	1	500	500	\$ 0.08	\$ 40.00
Binding Plans	50	1	50	\$ 5.00	\$ 250.00
<b>Total Printing/Reproduction Cost</b>				\$	<b>2,454.88</b>
<b>Communication Cost (telephone, fax, etc.)</b>					<b>Total</b>
					\$ -
<b>Postage Cost (overnight, stamps, etc.)</b>					<b>Total</b>
					\$ 100.00
<b>Other (provide description on next line)</b>					<b>Total</b>
Traffic Counts					\$ 450.00
<b>Total Out-of-pocket Expenses</b>				\$	<b>3,161.77</b>
<b>Comments:</b>					

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

<b>FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN &amp; PLANS</b>						
Consultant: <b>Gresham, Smith and Partners</b>						
Bridge Reconstruction ; 10/10/2018	PROJECT NO: STPBH-3716( )		DESCRIPTION: Bridge Replacement on Old Brook Trail over Little Shades Creek in the City of Mountain Brook			
	COUNTY: Jefferson					
SHEET TITLE	NO. OF SHEETS	CONSULTANT ENGR. days/sheet	ESTIMATED TOTAL DAYS	MANDAYS TECH. days/sheet	TOTAL DAYS	
Preliminary Bridge Layout	1	3	3	3.5	3.5	
Index, Notes, Quantities, & Required	1	1.5	1.5	2	2	
Bridge General Plan & Elevation	1	2.5	2.5	2.5	2.5	
<b>SUBTOTAL</b>	<b>3</b>		<b>7</b>		<b>8</b>	
<b>BRIDGE SUPERSTRUCTURE DESIGN &amp; DETAIL</b>						
Span Details	2	3	6	3	6	
Girder Details	1	3	3	3	3	
Bearings, Diaphragms, Miscellaneous Details	1	1	1	2	2	
<b>SUBTOTAL per SPAN</b>	<b>4</b>		<b>10</b>		<b>11</b>	
Number of individual spans/girders requiring design and detail		1				
<b>SUBTOTAL</b>	<b>4</b>		<b>10</b>		<b>11</b>	
Will bridge be in vertical curve or superelevation/transition? Enter "y" for yes, enter "n" for no		y				
Incremental (1/10 point) Elevations (when required)	0	0	0	0	0	
<b>BRIDGE SUBSTRUCTURE DESIGN &amp; DETAIL</b>						
Abutment Details	2	1.5	3	2	4	
Number of individual abutments requiring design and detail		2				
<b>SUBTOTAL</b>	<b>4</b>		<b>6</b>		<b>8</b>	
Bent Details	1	0	0	3	3	
Number of individual bents requiring design and detail		0				
<b>SUBTOTAL</b>	<b>0</b>		<b>0</b>		<b>0</b>	
Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, horiz. and vertical curve. ALDOT reviews			1		1	
<b>SHOP DRAWING REVIEW</b>						
Prestressed Girders			0			
<b>TOTALS - Total # Shts</b>	<b>11</b>	<b>Engr. Days</b>	<b>24</b>	<b>Tech. Days</b>	<b>28</b>	

**FEE COMPUTATIONS FOR BRIDGE PLANS**

Consultant: **Bridge Reconstruction and Rehabilitation, Inc.** PROJECT NO: STPBH-3716( )  
 DESCRIPTION: **Bridge Replacement on Old Brook Trail over Little Shades Creek in the City of Mountain Brook**  
 COUNTY: **Jefferson**

**EMPLOYEE WAGES:**

Project Manager (10% of Engineer)						
>>>>>>>>	2.40	Days		\$416.30	per Day	= \$999.12
Engineer	24.00	Days	x	\$438.90	per Day	= \$10,533.60
Technician	28.00	Days	x	\$276.54	per Day	= \$7,743.12
				<b>TOTAL DIRECT LABOR</b>		<b>\$19,275.84</b>
Combined Overhead (%) >>>>>	161.52	%	x	\$19,275.84		= \$31,134.34
				<b>SUBTOTAL COSTS</b>		<b>= \$50,410.18</b>
				Out-of-pocket expense**		= \$1,092.52
				PROFIT (10%)		= \$5,150.27
				<b>TOTAL BRIDGE FEE</b>		<b>= \$56,652.97</b>

\*\*See Grand Total Fee sheet

<b>Project No.</b> STPBH-3716( )					
<b>County</b> Jefferson					
<b>Description</b> Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City					
<b>Scope of Work</b> Bridge Replacement, Environmental Documentation, Surveying, Roadway Plans, Bridge Plans, Geotechnical & ROW Acquisition					
<b>Project Length</b> 0.09 Miles					
<b>Consultant</b> Gresham, Smith and Partners					
<b>Out-of-pocket Expenses (Bridge Plans)</b>					
<b>TRAVEL COST</b>					
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>	
To Site	2	400	\$0.545	\$ 436.00	
	0	0	\$0.545	\$ -	
	0	0	\$0.545	\$ -	
	0	0	\$0.545	\$ -	
<b>Total Mileage Cost</b>				<b>\$ 436.00</b>	
<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>	
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)***	2	2	\$75.00	\$ 300.00	
				\$ -	
<b>Total Subsistence Cost</b>				<b>\$ 300.00</b>	
<b>Total Travel Cost</b>				<b>\$ 736.00</b>	
<b>PRINTING / REPRODUCTION COST</b>					
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>	<b>Total</b>
11"x17" halFSIZE bond black & white	100	13	1300	\$ 0.16	\$ 208.00
22"x34" bond black & white	6	13	78	\$ 0.84	\$ 65.52
11"x17" color prints	50	1	50	\$ 1.00	\$ 50.00
8 1/2" x 11" color prints	50	1	50	\$ 0.50	\$ 25.00
8 1/2" x 11" color prints	100	1	100	\$ 0.08	\$ 8.00
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 356.52</b>
<b>Communication Cost (telephone, fax, etc.)</b>				<b>Total</b>	
				\$ -	
<b>Postage Cost (overnight, stamps, etc.)</b>				<b>Total</b>	
				\$ -	
<b>Other (provide description on next line)</b>				<b>Total</b>	
				\$ -	
<b>Total Out-of-pocket Expenses</b>				<b>\$ 1,092.52</b>	
<b>Comments:</b>					

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

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS					
Consultant: <b>Gresham, Smith and Partners</b>					
Submittal Date: <b>10/10/2018</b>	PROJECT NO: <b>STPBH-3716( )</b>	Bridge Rehabilitation on Canterbury Road over Walkins Creek in the City of Mountain Brook Jefferson			
DESCRIPTION:					
COUNTY:					
<b>SHEET TITLE</b>	<b>NO. OF SHEETS</b>	<b>CONSULTANT ENGR. days/sheet</b>	<b>ESTIMATED TOTAL DAYS</b>	<b>MANDAYS TECH. days/sheet</b>	<b>TOTAL DAYS</b>
Preliminary Bridge Layout , meetings	2	2	4	2	4
Index, Notes, Quantities, & Required Specs	2	2	4	2	4
Bridge General Plan & Elevation	1	4.5	4.5	3.5	3.5
<b>SUBTOTAL</b>	<b>5</b>		<b>12.5</b>		<b>11.5</b>
<b>BRIDGE SUPERSTRUCTURE DESIGN &amp; DETAIL</b>					
Span Details	2	2.5	5	2.5	5
Girder Details	0	0	0	0	0
Bearings, Diaphragms, Miscellaneous Details	1	1	1	2	2
<b>SUBTOTAL per SPAN</b>	<b>3</b>		<b>6</b>		<b>7</b>
Number of individual spans/girders requiring design and detail		1			
<b>SUBTOTAL</b>	<b>3</b>		<b>6</b>		<b>7</b>
Will bridge be in vertical curve or superelevation/transition? Enter "y" for yes, enter "n" for no		y			
Incremental (1/10 point) Elevations (when required)	0	0	0	0	0
<b>BRIDGE SUBSTRUCTURE DESIGN &amp; DETAIL</b>					
Abutment Details	2	2.5	5	2	4
Number of individual abutments requiring design and detail		2			
<b>SUBTOTAL</b>	<b>4</b>		<b>10</b>		<b>8</b>
Bent Details	0	0	0	0	0
Number of individual bents requiring design and detail		0			
<b>SUBTOTAL</b>	<b>0</b>		<b>0</b>		<b>0</b>
Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, horiz. and vertical curve ALDOT reviews, load rating			7		3
<b>SHOP DRAWING REVIEW</b>					
Prestressed Girders			0		
<b>TOTALS - Total # Shts</b>	<b>12</b>	<b>Engr. Days</b>	<b>35.5</b>	<b>Tech. Days</b>	<b>29.5</b>

Assumptions:

1. Inspection of bridge
2. Meet with ALDOT bridge load rating engineer to discuss what will be needed to improve the bridge rating.
3. Develop repair plans to improve condition of superstructure. Will look at spall repairs, cleaning of reinforcement, crack repairs, and possible use of carbon fiber wrap to strenghten superstructure.
4. Develop repair plans to improve condition of substructure. Will look at spall repairs, epoxy pressure injection of cracks, scour protection, repair of wingwalls.
5. Goal is to increase life of bridge. Increase sufficiency rating and ability to carry loads.
6. Perform load rating of bridge.

<u>FEE COMPUTATIONS FOR BRIDGE PLANS</u>						
Consultant: <b>Bridge Reconstruction and Rehab</b>		PROJECT NO: STPBH-3716( )				
		DESCRIPTION: Bridge Rehabilitation on Canterbury Road over Watkins Creek in the City of Mountain Brook				
		COUNTY: Jefferson				
<b>EMPLOYEE WAGES:</b>						
Project Manager (10% of Engineer)	>>>>>>>>	3.55	Days	x	\$416.30 per Day	= \$1,477.87
Engineer		35.50	Days	x	\$438.90 per Day	= \$15,580.95
Technician		29.50	Days	x	\$276.54 per Day	= \$8,157.93
TOTAL DIRECT LABOR						\$25,216.75
Combined Overhead (%) >>>>>		161.52 %		x	\$25,216.75	= \$40,730.09
SUBTOTAL COSTS					=	\$65,946.84
Out-of-pocket expense**					= \$	5,088.52
PROFIT (10%)					=	\$7,103.54
<b>TOTAL BRIDGE FEE</b>					<b>=</b>	<b>\$78,138.90</b>

\*\*See Grand Total Fee sheet

<b>Project No.</b>	STPBH-3716( )
<b>County</b>	Jefferson
<b>Description</b>	Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City
<b>Scope of Work</b>	Bridge Rehabilitation - Environmental Documentation, Roadway Plans, Bridge Plans,
<b>Project Length</b>	0.04 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Out-of-pocket Expenses (Bridge Plans)**

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
To Project Site	2	400	\$0.545	\$ 436.00
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
	0	0	\$0.545	\$ -
<b>Total Mileage Cost</b>				<b>\$ 436.00</b>

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)***	2	2	\$75.00	\$ 300.00
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ 300.00</b>
<b>Total Travel Cost</b>				<b>\$ 736.00</b>

**PRINTING / REPRODUCTION COST**

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
11"x17" halfsize bond black & white	100	13	1300	\$ 0.16	\$ 208.00
22"x34" bond black & white	6	13	78	\$ 0.84	\$ 65.52
11"x17" color prints	50	1	50	\$ 1.00	\$ 50.00
8 1/2" x 11" color prints	50	1	50	\$ 0.50	\$ 25.00
8 1/2" x 11" color prints	50	1	50	\$ 0.08	\$ 4.00
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 352.52</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	\$ -

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	\$ -

<b>Other (provide description on next line)</b>	<b>Total</b>
Deck sounding	\$ 4,000.00

<b>Total Out-of-pocket Expenses</b>		<b>\$ 5,088.52</b>
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Comments:

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

<b>Br</b>	<b>Project No.</b> STPBH-3716( )
	<b>County</b> Jefferson
	<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook
	<b>Scope of Work</b> Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
	<b>Project Length</b> 0.09 Miles
<b>Consultant</b> Gresham, Smith and Partners	

<b>BRIDGE HYDRAULIC DESIGN AND REPORT</b>		Sr. Engineer (Hydraulics)	Engineer (Hydraulics)	Clerical
<b>Task A : ALDOT BRIDGE HYDRAULIC REPORT</b>				
A-1	Scour Analysis	0.125	0.25	0.25
<del>A-2</del>	<del>Spar Dike Computations</del>	<del>0.000</del>	<del>0.00</del>	<del>0.00</del>
A-3	Prepare No-Rise Certification	0.125	0.25	0.25
A-4	Prepare ALDOT Bridge Hydraulics Report (Prelim BHR)			
A-4a	Site Description / Project Narrative	0.000	0.25	0.00
A-4b	Coordination with ALDOT Environmental Department	0.250	0.25	0.00
A-4c	Document Bridge Hydraulic Study Results	0.125	0.50	0.00
A-4d	Prepare Scour Analysis Sketch for each Pier	0.100	0.25	0.00
<del>A-4e</del>	<del>Freeboard Analysis per ALDOT Design Criteria</del>	<del>0.000</del>	<del>0.00</del>	<del>0.00</del>
A-4f	Hydraulic Structure Recommendation per ALDOT Standards	0.125	0.25	0.00
A-4g	Include Bridge Design Plan and Profile Sheet with Hydraulic Tables	0.125	0.25	0.00
A-4h	Bridge Replacement Cost Estimate including Alternatives	0.125	0.25	0.00
A-5	Address ALDOT Comments on Prelim BHR	0.250	0.25	0.25
A-6	Prepare and Submit Final ALDOT BHR	0.250	0.25	0.25
<b>Task A Totals</b>		<b>1.60</b>	<b>3.00</b>	<b>1.00</b>
<b>TOTALS</b>		<b>1.60</b>	<b>3.00</b>	<b>1.00</b>

<b>Project No.</b> STPBH-3716( )	
<b>County</b> Jefferson	
<b>Description</b>	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook
<b>Scope of Work</b>	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Project Length</b>	0.09 Miles
<b>Consultant</b>	Gresham, Smith and Partners
<b>Fee Proposal (Bridge Hydraulic Design &amp; Report)</b>	
<b>PERSONNEL COST</b>	
	Man-days x Daily Rate
Project Manager (10% of Sr. Eng.)	0.16 x \$ 416.30 \$ 66.61
Sr. Engineer (Hydraulics)	1.60 x \$ 444.88 \$ 711.81
Engineer (Hydraulics)	3.00 x \$ 255.41 \$ 766.23
Clerical	1.00 x \$ 216.77 \$ 216.77
<b>Total Direct Labor</b>	
	\$ 1,761.42
Combined Overhead (%)	161.52 \$ 2,845.05
Out-of-Pocket Expenses**	\$ -
<b>Sub-Total</b>	
	<b>\$ 4,606.47</b>
Operating Margin (10%)	\$ 460.65
<b>Sub-Total</b>	
	<b>\$ 5,067.12</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>	
	\$ -
	\$ -
Subconsultant Administration Expense (5%)	\$ -
<b>Sub-Total</b>	
	<b>\$ 5,067.12</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.44 \$ 7.75
<b>TOTAL FEE</b>	
	<b>\$ 5,074.87</b>

\*\*See Grand Total Fee sheet

<b>Project No.</b> STPBH-3716( )			
<b>County</b> Jefferson			
<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook			
<b>Scope of Work</b> Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition			
<b>Project Length (Bridge Replacement)</b>		0.09 Miles	
<b>Project Length (Bridge Rehabilitation)</b>		0.04 Miles	
<b>Consultant</b> Gresham, Smith and Partners			
<b>Fee Proposal (Geotechnical)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.00	\$ 416.30	\$ -
PLS	0.00	\$ 276.54	\$ -
Survey Crew (see man-day sheet)	0.00	\$ 281.92	\$ -
Engineering Technician/CADD	0.00	\$ 444.88	\$ -
Clerical	0.00	\$ 438.90	\$ -
<b>Total Direct Labor</b>			\$ -
Combined Overhead (%)	161.52		\$ -
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ -
Operating Margin (10%)			\$ -
<b>Sub-Total</b>			\$ -
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
United Consulting		\$ 68,709.71	
		\$ -	
		\$ -	
Subconsultant Administration Expense (5%)		\$ 3,435.49	
<b>Sub-Total</b>			\$ 72,145.20
Facilities Capital Cost of Money (% of Direct Labor)		0.20	\$ -
<b>TOTAL FEE</b>			<b>\$ 72,145.20</b>

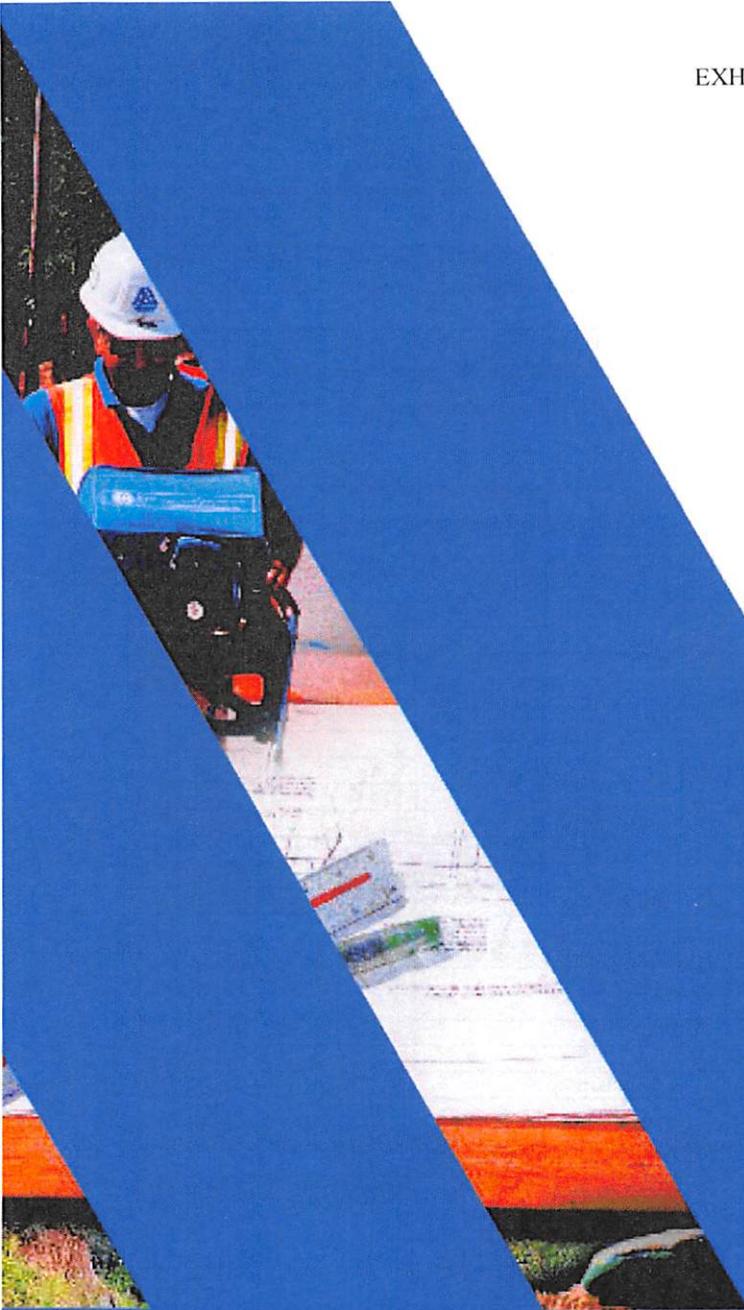
EXHIBIT A-1

# PROPOSAL

for

**Mr. Joel Horton, PE  
Gresham, Smith and  
Partners, Inc.**

**Geotechnical Subsurface  
Exploration  
Old Brook Trail Bridge  
Replacement  
Mountain Brook, AL**



*We're here for you*

**UNITED CONSULTING**



September 10, 2016  
(Revised September 27, 2016 and July 26, 2018)

Mr. Joel Horton, P.E.  
**Gresham, Smith and Partners, Inc.**  
3595 Grandview Parkway, Suite 300  
Birmingham, AL 35243

*Via Email:* [joel\\_horton@gspnet.com](mailto:joel_horton@gspnet.com)

RE: Geotechnical Subsurface Exploration  
**Old Brook Trail Bridge Replacement**  
Mountain Brook, Alabama  
Proposal No.: 2016.5938.01 (Rev. 2)

Dear Mr. Gurney:

Thank you for the opportunity to submit this proposal for geotechnical subsurface exploration for the **Old Brook Trail Bridge Replacement** project in Mountain Brook, Alabama. The objective of the geotechnical exploration is to develop foundation recommendation for the new bridge in accordance with ALDOT standards. This proposal supersedes our revised proposal submitted on September 27, 2016. This proposal has been prepared in response to your initial e-mail on August 11, 2016, our conference call on August 15, 2016, discussions with Mr. Bryan Gurney on September 15, 2016, and review comments by ALDOT submitted in e-mail on July 13, 2018.

## PROJECT DESCRIPTION

The project is located on Old Brook Trail, approximately 2.5 miles northwest of the intersection with Dolly Ridge Road, in Jefferson County, Alabama. The project will be funded by ALDOT and will therefore require the full ALDOT scope of work per ALDOT 390 and ALDOT 398 . The existing bridge single span will be replaced with a two (2) span bridge with vertical abutments walls at the end bents that the beams will rest on top. The abutments will be located further to the southwest and northeast of the existing bridge end bent locations, so that the new bridge will be longer and will be set a few feet higher than the existing bridge. There will therefore be some approach work (approximately 200 feet or so beyond either end of the bridge). The pavement reconstruction work will be considered a "Short Widening Project" and pavement recommendations will be provided based on the "Equivalent Build Up" method. The project will be funded by ALDOT and will require an ALDOT Materials Report as well as a Bridge Foundation Report, both of which will have to be reviewed and approved by ALDOT.

We understand the Schedule is not certain at this time and it might be several months before the preliminary plans are prepared and the geotechnical work is released.

## SCOPE OF SERVICES

Our Scope of Services for this project is based on the following assumptions:

1. Our Scope, including the number and locations of the borings will be reviewed and approved by ALDOT. If, per ALDOT request, the number or locations of the borings is changed or if additional services not specifically proposed herein are required; an appropriate adjustment to our scope and fee will be required.
2. Total disturbance for our work will be less than 1 acre and ADEM permits will not be required.
3. We anticipate the proposed bridge will be a 2-span pile-supported structure. If drilled shafts are to be considered additional borings and rock coring (ALDOT requires a boring at each shaft location) will be required.
4. LRFD design methodology is not required for this project.
5. Traffic Control will be provided by the city of Mountain Brook
6. The roadway improvement will limit the approaches to within approximately 200 feet of each end of the bridge. Project Materials Report and pavement design will be based on the "Equivalent Build-Up" method or per the city standard (whichever is greater).
7. Preliminary Bridge Plans, bent locations, and roadway cross sections for the project will be provided for our use, prior to commencement of the geotechnical exploration.

For the Bridge Foundation Exploration United Consulting proposes to drill three (3) Standard Penetration Test (SPT) borings, one at each of the planned bridge bent/abutment locations. Each boring will be extended to auger refusal which for the purpose of this proposal is assumed to be at an average depth of 40 feet. Because of the variability of the top of rock surface, rock coring will be performed below the auger refusal levels in each of the borings (three 20-foot rock cores). The planned interior bent is expected to be within the existing creek. We will therefore core and drill through the existing bridge deck at the interior bent location; and subsequently patch the bridge deck upon completion of our work.

For the Materials Report and Slope Study, we will perform 4 asphalt cores at the bridge approaches with shallow 4 feet to 5 feet deep SPT borings to determine the asphalt and base thickness and general classification and condition of the subgrade soils.

We understand that the elevation of the new bridge will be approximately 1 foot to 3 feet higher than the current bridge. As such, some minor widening and extending of the toes of the approach

slopes might be required. We therefore propose to drill 4 to 6 hand auger-borings with dynamic cone penetrometer testing to planed depths of up to 6 feet along the toes of the existing embankment slopes. Up to one undisturbed Shelby Tube sample and one consolidation test are budgeted in the event that soft/compressible soils are identified in the areas where new embankments will be located

For this proposal we have assumed a total of 120 feet of soil SPT testing and 60 feet of rock coring (for the bridge) and an additional 30 feet of SPT drilling (pavement evaluation), plus the hand auger borings (for the Materials Report). Groundwater level determination will be done at the time of drilling; and temporary piezometers will be installed in selected boreholes, as needed, to assess stabilized water levels. The boreholes will be backfilled with soil cuttings; and for borings in the roadway, the upper 2 feet filled with a concrete plug. Lane closure and traffic control will be required to complete both the bridge borings and the asphalt cores/borings. We understand the City will provide lane closure and traffic control services.

Our field engineer will supervise the drilling. Although many of our competitors don't do this, we have found that having an engineer on the drill rig is in the client's best interest. Our engineer helps make sure that the borings are drilled in the right location and to the proper depth. Also, in the case of unexpected soil conditions, our engineer can modify our testing program. Our experience has shown that significant cost savings are typically achieved if necessary changes are made prior to demobilizing.

The borings will be located using a high accuracy GPS unit and the locations and elevations of each boring location and elevation will be recorded by our representative. The boring locations and elevations should therefore be considered fairly accurate.

A Bridge Foundation Report and a Separate Materials Report will be prepared to summarize the results of the subsurface exploration program, and provide geotechnical foundation recommendations for bridge abutments supported on shallow or deep foundations as appropriate, as well as pavement recommendations and embankment/slope recommendations for the project in general conformance with ALDOT 390 (Short Widening/Equivalent Build Up Method) and ALDOT 398.

We propose a limited laboratory testing program consisting of the following:

- 14 Soil Classification Tests (Grain size, Hydrometer and Atterberg Limits)
- 20 Moisture Contents
- 1 Surface Water Corrosion Potential Test (sulfates, chloride, resistivity, pH)
- 1 Consolidation Test (if needed)

## COMPENSATION AND SCHEDULE

Our compensation for the services listed above are determined based on a "Cost plus" basis using our approved ALDOT rates as indicated below and on our attached budget worksheet.:

**Geotechnical Exploration Program ..... \$68,709.71**  
**Lane Closure and Traffic Control (Optional) ..... \$1,750.00/ day**

We understand that the City may provide Lane Closure and Traffic Control services. We expect the drilling program will take 6 to 7 days to complete. Any additional services requested will be completed in accordance with our ALDOT audited rates attached.

We will contact the appropriate local agency regarding location of utility lines at the project site. However, United Consulting will not be held responsible for damage to subterranean structures (underground tanks, cables, utility lines, etc.).

We will provide DRAFT reports for your internal review and comment within approximately four weeks following completion of the field exploration program. We assume that we will have Right-of-Entry Authorizations for the completion of the fieldwork.

We have attached a copy of our Contract Conditions, which is an integral part of this proposal. Our receipt of one signed copy of this proposal will serve as the official Notice to Proceed.

We look forward to assisting your organization on this project. If there are any questions, please contact us at your convenience.

Sincerely,

### UNITED CONSULTING



Rafael I. Ospina, P.E.  
Senior Geotechnical Engineer



Chris L. Roberds, P.G.  
Senior Executive Vice President



Russell C. Griebel, P.G., C.P.G.  
Executive Vice President

RIO/RCG/CLR/ajp

Attachments  
H:\MARKET\PROPOSAL\2016\2016.5938.01R2.docx



<b>Project No.</b> STPBH-3716( )
<b>City of Mountain Brook</b> Jefferson
<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Scope of Work</b> Acquisition
<b>Project Length (Bridge Replacement)</b> 0.09 Miles
<b>Project Length (Bridge Rehabilitation)</b> 0.04 Miles
<b>Consultant</b> Gresham, Smith and Partners

**Supporting Documentation for ROW Fee Proposal**

Date of Research	Parcel Tax ID #	# of Tracts	Address
9/15/2016	28 00 21 4 001 029.000	1	4275 Old Brook Trail
9/15/2016	28 00 21 4 003 001.003	1	4252 Old Brook Trail
9/15/2016	28 00 21 4 003 001.002	1	4244 Old Brook Trail
9/15/2016	28 00 21 4 003 001.001	1	4236 Old Brook Trail
<b>Total Tracts:</b>		4	

<b>Project No.</b> STPBH-3716( )			
<b>Project Name - City of Mountain Brook</b> Jefferson			
<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain			
<b>Scope of Work</b> Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition			
<b>Project Length (Bridge Replacement)</b> 0.09 Miles			
<b>Project Length (Bridge Rehabilitation)</b> 0.04 Miles			
<b>Consultant</b> Gresham, Smith and Partners			
<b>ROW Map, Tract Sketches and Deeds</b>			
	Senior Engineer	Engineer	Clerical
<b>Estimated number of tracts=</b>	<b>4</b>		
Task A: Right-of-Way Map	0.50	2.00	0.00
Task B: Tract Sketches	0.65	1.50	0.00
Task C: Deeds	0.65	1.50	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>TOTALS</b>	<b>1.80</b>	<b>5.00</b>	<b>0.00</b>

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

<b>Project No.</b>	STPBH-3716( )		
<b>County</b>	Jefferson		
<b>Description</b>	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over		
<b>Scope of Work</b>	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition		
<b>Project Length (Bridge Replacement)</b>	0.09 Miles		
<b>Project Length (Bridge Rehabilitation)</b>	0.04 Miles		
<b>Consultant</b>	Gresham, Smith and Partners		
<b>Fee Proposal (ROW Map, Tract Sketches &amp; Deeds)</b>			
<b>PERSONNEL COST</b>			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.68	\$ 416.30	\$ 283.08
Senior Engineer	1.80	\$ 398.08	\$ 716.54
Engineer	5.00	\$ 279.22	\$ 1,396.10
Clerical	0.50	\$ 216.77	\$ 108.39
	<b>Total Direct Labor</b>		\$ 2,504.11
Combined Overhead (%)	161.52		\$ 4,044.64
Out-of-Pocket Expenses**			\$ 80.00
	<b>Sub-Total</b>		\$ 6,628.75
Operating Margin (10%)			\$ 662.88
	<b>Sub-Total</b>		\$ 7,291.63
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	<b>Sub-Total</b>		\$ 7,291.63
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 11.02
	<b>TOTAL FEE</b>		\$ 7,302.65

\*\*See Grand Total Fee sheet

<b>Project No.</b>	STPBH-3716( )
<b>County</b>	Jefferson
<b>Description</b>	Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook
<b>Scope of Work</b>	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Project Length (Bridge Replacement)</b>	0.09 Miles
<b>Project Length (Bridge Rehabilitation)</b>	0.04 Miles
<b>Consultant</b>	Gresham, Smith and Partners

**Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)**

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.545	\$ -	
	0	0	\$0.545	\$ -	
	0	0	\$0.545	\$ -	
	0	0	\$0.545	\$ -	
<b>Total Mileage Cost</b>				<b>\$ -</b>	
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	\$ -	
				\$ -	
<b>Total Subsistence Cost</b>				<b>\$ -</b>	
<b>Total Travel Cost</b>				<b>\$ -</b>	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
8.5" x 14" Deeds and Tract Sketches	0	0	0	\$ 0.12	\$ -
36" x 48" Roll Map (B&W)	3	1	3	\$ 10.00	\$ 30.00
8.5" x 11" Printing	0	0	0	\$ 0.08	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ 30.00</b>
<b>Communication Cost (telephone, fax, etc.)</b>					<b>Total</b>
					<b>\$ -</b>
<b>Postage Cost (overnight, stamps, etc.)</b>					<b>Total</b>
					<b>\$ 50.00</b>
<b>Other (provide description on next line)</b>					<b>Total</b>
					<b>\$ -</b>
<b>Total Out-of-pocket Expenses</b>					<b>\$ 80.00</b>

**Comments:**

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

<b>Project No.</b>		STPBH-3716( )					
Creek - City of Mountain Brook		Jefferson					
<b>Description</b>		Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of Mountain Brook					
<b>Scope of Work</b>		Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition					
<b>Project Length (Bridge Replacement)</b>		0.09 Miles					
<b>Project Length (Bridge Rehabilitation)</b>		0.04 Miles					
<b>Consultant</b>		Gresham, Smith and Partners					
<b>Supporting Documentation for ROW Fee Proposal</b>							
<b>Date of Research</b>	<b>Parcel Tax ID #</b>	<b># of Tracts</b>	<b>Address</b>				
9/15/2016	28 00 21 4 001 029.000	1	4275 Old Brook Trail				
9/15/2016	28 00 21 4 003 001.003	1	4252 Old Brook Trail				
9/15/2016	28 00 21 4 003 001.002	1	4244 Old Brook Trail				
9/15/2016	28 00 21 4 003 001.001	1	4236 Old Brook Trail				
<b>Total Tracts:</b>		<b>4</b>					

<b>Project No.</b>	STPBH-3716( )
<b>Creek - City of Mountain Brook</b>	Jefferson
<b>Description</b>	Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins
<b>Scope of Work</b>	Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition
<b>Project Length (Bridge Replacement)</b>	0.09 Miles
<b>Project Length (Bridge Rehabilitation)</b>	0.04 Miles
<b>Consultant</b>	Gresham, Smith and Partners

<b>ROW Acquisition Services</b>		Senior Engineer	Engineer	Clerical
<b>Estimated number of tracts=</b>	<b>4</b>			
Task A: One (1) meeting with each property owner to assist ROW negotiations		1.00	1.50	0.00
Task B: Coordinate ROW Acquisition with ROW Acquisition sub, City & ALDOT		1.00	1.00	0.00
Task C:		0.00	0.00	0.00
Task D:		0.00	0.00	0.00
<b>TOTALS</b>		<b>2.00</b>	<b>2.50</b>	<b>0.00</b>

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

<b>Project No.</b> STPBH-3716( )			
<b>County</b> Jefferson			
<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over			
<b>Scope of Work</b> Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition			
<b>Project Length (Bridge Replacement)</b>	0.09 Miles		
<b>Project Length (Bridge Rehabilitation)</b>	0.04 Miles		
<b>Consultant</b> Gresham, Smith and Partners			
<b>Fee Proposal (ROW Acquisition Services)</b>			
<b>PERSONNEL COST</b>			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	0.45	\$ 416.30	\$ 187.34
Senior Engineer	2.00	\$ 398.08	\$ 796.16
Engineer	2.50	\$ 279.22	\$ 698.05
Clerical	0.00	\$ 216.77	\$ -
<b>Total Direct Labor</b>			\$ 1,681.55
Combined Overhead (%)	161.52		\$ 2,716.04
Out-of-Pocket Expenses**			\$ 17.44
<b>Sub-Total</b>			\$ 4,415.03
Operating Margin (10%)			\$ 441.50
<b>Sub-Total</b>			\$ 4,856.53
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Wisner, LLC (ROW Acquisition)			\$ 25,950.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,297.50
<b>Sub-Total</b>			\$ 32,104.03
Facilities Capital Cost of Money (% of Direct Labor)	0.44		\$ 7.40
<b>TOTAL FEE</b>			\$ 32,111.43

\*\*See Grand Total Fee sheet

<b>Project No.</b> STPBH-3716( )					
<b>County</b> Jefferson					
<b>Description</b> Bridge Reconstruction and Rehabilitation for Old Brook Trail Bridge over Little Shades Creek and Canterbury Road Bridge over Watkins Creek - City of					
<b>Scope of Work</b> Roadway Plans, Bridge Replacement Plans, Bridge Rehabilitation Plans, Environmental Documentation, Surveying, Geotechnical & ROW Acquisition					
<b>Project Length</b> (Bridge Replacement)		0.09 Miles			
<b>Project Length</b> (Bridge Rehabilitation)		0.04 Miles			
<b>Consultant</b> Gresham, Smith and Partners					
<b>Out-of-pocket Expenses (ROW Acquisition Services)</b>					
<b>TRAVEL COST</b>					
<b>Mileage Cost</b>					
	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>	
Travel to project site (Mountain Brook, AL)	4	8	\$0.545	\$ 17.44	
	0	0	\$0.545	-	
	0	0	\$0.545	-	
	0	0	\$0.545	-	
<b>Total Mileage Cost</b>				<b>\$ 17.44</b>	
<b>Subsistence Cost</b>					
	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>	
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	-	
				-	
<b>Total Subsistence Cost</b>				<b>\$ -</b>	
<b>Total Travel Cost</b>				<b>\$ 17.44</b>	
<b>PRINTING / REPRODUCTION COST</b>					
	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>	<b>Total</b>
8.5" x 14" Deeds and Tract Sketches	0	0	0	\$ 0.12	-
36" x 48" Roll Map (B&W)	0	0	0	-	-
8.5" x 11" Printing	0	0	0	\$ 0.08	-
	0	0	0	-	-
	0	0	0	-	-
	0	0	0	-	-
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>
<b>Communication Cost (telephone, fax, etc.)</b>				<b>Total</b>	
				<b>\$ -</b>	
<b>Postage Cost (overnight, stamps, etc.)</b>				<b>Total</b>	
				<b>\$ -</b>	
<b>Other (provide description on next line)</b>				<b>Total</b>	
				<b>\$ -</b>	
<b>Total Out-of-pocket Expenses</b>				<b>\$ 17.44</b>	
<b>Comments:</b>					

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



October 11, 2018

Gresham, Smith & Partners  
Attn: Blair Perry, P.E.  
3595 Grandview Pkwy, Suite 300  
Birmingham, AL 35242

Re: Estimate for Right-of-Way Acquisition Services  
Project: STPBH-3716( )  
Bridge Replacement on Old Brook Trail over Little Shades Creek  
City of Mountain Brook

Dear Mr. Perry:

We would first like to thank you for considering our services for this project. We have reviewed your request concerning the above referenced project to provide the following services:

- Appraisal (4 Tracts)- Appraisal will be completed in accordance to State and Federal guidelines as a before and after report and following USPAP. We will be using an appraiser who is qualified with this type report and is on the State's approved list.
- Appraisal Reviews- 4 tracts- The appraisal reviewer will follow guidelines as set out in the State and Federal guidelines as well as USPAP.
- Negotiations- 4 Tracts- All paperwork will be completed as required by ALDOT
- Title Work and Closings
- Project Management
  - Coordination between project and County
  - Assisting attorney appointed to project with tract information for closing
  - Coordination between project and design consultant on row issues

We have estimated that our fees will not exceed \$25,950.00 to provide the above services. This fee is based on the acquired right of way as shown on the illustrations provided by your office and a visual inspection of the project. This proposal does not include appraisal updates, second appraisals, appraisals for court or expert witness fees. If it is determined that these services will be needed, we can add them in a supplemental agreement. Also, if tracts are revised, added or deleted we will adjust our proposal accordingly. It may also be reasonable to conduct Waiver Evaluations instead of regular appraisals which will lower the cost. We cannot determine what style of report will be needed until a right of way map is completed.

Thank you again for considering our services and we look forward to working with you. Please let me know if you have any questions.

Sincerely,

Bradley Wisener

EXHIBIT A-1

BREAKDOWN OF FEES

Appraisals-

\$2,500 per Tract (4 Tracts) = \$10,000

Appraisal Reviews -

\$1,000 per Tract (4 Tracts) = \$4,000

Negotiations- \$500 per tract (4 Tracts) = \$2,000

Title Work & Closings

\$2,000 per Tract (4 Tracts) = \$8,000

Project Management- \$65/hr- 30 hours = \$1,950

Total = \$25,950

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## EXHIBIT B – OWNER’S RESPONSIBILITIES

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner’s standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer’s assessment of initially-available Project information and data and upon Engineer’s request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
  - 7. All surveys will be provided in hard copy in addition to digital format.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer’s services, or any defect or nonconformance in Engineer’s services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

## EXHIBIT C - COMPENSATION

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.01 Owner shall pay Engineer for Basic Services set forth in Exhibits A and A-1 for the cost-plus, not-to-exceed fee of \$433,867, as further outlined in Exhibit A-1. Engineer will invoice using the terms and conditions of Article IV (Payment) of Gresham Smith's current Transportation Support Services, Statewide Agreement (Contract ID #2028) with ALDOT. This fee includes all labor, overhead, profit and consultants. The breakdown of this fee is shown below:

Task	Fee
Field Survey	\$10,395
NEPA Environmental Coordination & Documents	\$87,419
Roadway Plans (both sites)	\$84,627
Bridge Plans – Old Brook Trail Bridge Replacement	\$56,653
Bridge Plans – Canterbury Road Bridge Rehabilitation	\$78,139
Bridge Hydraulic Study & Report	\$5,075
Geotechnical Investigation and Recommendation	\$72,145
Right-of-Way Map, tract Sketches and Deeds	\$7,303
Right-of-Way Acquisitions	\$32,111
<b>TOTAL</b>	<b>\$433,867</b>

EXHIBIT G



Robert Bentley  
Governor

## ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110



John R. Cooper  
Transportation Director

July 20, 2015

Mr. Blair Perry  
Gresham Smith & Partners  
3595 Grandview Parkway  
Suite 300  
Birmingham, AL 35243

RE: Project: Transportation Support  
Services - Statewide  
Statewide  
**Contract ID #2028**  
**Original Agreement**

Dear Sir:

Attached is a completely executed agreement between the State and Gresham Smith & Partners, for work on the above-referenced project. This work includes performing transportation support services on a statewide on call basis for the Department and your **Contract ID# is 2028.**

This is your written notice to proceed with work in accordance with the agreement.

If you have any questions, please let us know.

Yours very truly,

A handwritten signature in blue ink that reads "David J. Welch".

David J. Welch, P.E.  
Consultant Management Engineer

DJW/CDS/ll  
Attachments

c: FHWA  
Mr. Clay McBrien  
Finance & Audits (Attn: Ms. Christy Baird)  
Finance & Audits (Attn: Mr. Dedrick McDade)  
Finance & Audits (Attn: Ms. Beth Rosser)  
Mr. Bill Flowers (External Audit)  
Mr. Steve Dukes  
Mr. Johnny Harris  
Mr. DeJarvis Leonard  
Mr. George Conner  
Mr. Vince Calametti  
Consultant Management/file

EXHIBIT G

K-15-0935

**A G R E E M E N T**

15 APR 8 4 10 5

**B E T W E E N**

**GRESHAM SMITH AND PARTNERS**

**A N D**

**S T A T E O F A L A B A M A**

**A C T I N G B Y A N D T H R O U G H**

**T H E A L A B A M A D E P A R T M E N T O F T R A N S P O R T A T I O N**

**T R A N S P O R T A T I O N S U P P O R T S E R V I C E S  
S T A T E W I D E**

EXHIBIT G

AGREEMENT

Transportation Support Services

This AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation (ALDOT), hereinafter referred to as the STATE and Gresham Smith and Partners, which is qualified to do business in the State of Alabama, with its principal Alabama office at 3595 Grandview Parkway, Suite 300, Birmingham, Alabama, 35243, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the STATE, for the consideration hereinafter mentioned, to prepare roadway plans and provide other requested pre-construction, administrative and/or general services activities on-call, on a statewide basis, for the STATE. The projects may include, but not be limited to, resurfacing, safety, intersection improvements, signal design, lighting design, intelligent transportation system (ITS) design, preliminary bridge design, bridge design, bridge inspection, environmental studies, and, when needed, emergency projects, and portions of projects such as traffic control plan (TCP), erosion control plan (ECP), hydraulic design, project review, and traffic engineering studies, as specified in ARTICLE I of this AGREEMENT.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT will meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation of the United States in cooperation with the STATE and will ascertain the written practices of the STATE prior to

EXHIBIT G

beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the STATE and Federal Highway Administration before the CONSULTANT will be paid for the work.

“As a part of the obligation of the CONSULTANT to the STATE under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT”.

**ARTICLE I – SCOPE OF WORK**

The CONSULTANT will prepare roadway plans and provide other requested pre-construction, administrative and/or general services activities on-call, on a statewide basis, for the STATE. The projects may include, but not be limited to, resurfacing, safety, intersection improvements, signal design, lighting design, intelligent transportation system (ITS) design, preliminary bridge design, bridge design, bridge inspection, environmental studies and, when needed, emergency projects, and portions of projects such as traffic control plan (TCP), erosion control plan (ECP), hydraulic design, project review, and traffic engineering studies as outlined in the sections below. The cost for performing these design services shall not exceed \$100,000 per project, unless approved by the Chief Engineer.

The work to be performed by the CONSULTANT may include all as follows:

**SECTION 1 – ENVIRONMENTAL STUDIES**

**TASK A – FIELD REVIEW**

EXHIBIT G

A-1. The CONSULTANT will obtain and study STATE supplied mapping and accompany the STATE on an initial field review to identify obvious environmentally sensitive areas within the project corridor.

**TASK B: PERFORM ENVIRONMENTAL ANALYSIS**

B-1. CONSULTANT will perform environmental analysis as follows:

1. Conduct social, economic and environmental studies sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771.

The archaeological phase of the cultural resource survey will identify sites that will be affected by alternates carried forward in the Environmental Document. The cultural resource report will include a recommendation as to whether the archaeological sites are eligible for the National Register of Historic Places. A letter from the CONSULTANT will accompany the cultural resource survey and shall describe the effects of each alternate on any archeological site eligible for the National Register of Historic Places and/or any structure eligible for the National Register of Historic Places. If there are eligible archeological sites that cannot be avoided, the STATE may instruct the CONSULTANT to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. All work shall be performed in compliance with 36 CFR 800.

The CONSULTANT shall submit:

- a. A letter from the U.S. Fish and Wildlife Service containing a list of

## EXHIBIT G

the threatened and endangered species that may exist within the project area.

- b. If threatened or endangered species are identified, qualifications of personnel, either sub-consultant or in-house personnel, who will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project.

The Consultant shall perform all studies of endangered species in accordance with FHWA Technical Advisory T6640.8A dated October 30, 1987, 23 CFR, Part 771 and Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for each alternative under consideration.

In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the U.S. Fish and Wildlife Service. If additional studies are required, the STATE may instruct the CONSULTANT to submit a proposal for approval before performing the work.

A wetland assessment will be performed for each alternative. The wetlands will be identified using criteria set forth in the U. S. Army Corps of Engineers 1987 “Manual for Delineating Wetland”, however, a full delineation is not required.

The wetland assessment does not require the completion of delineation forms, but will require the judgment of a wetlands specialist. The approximate limits of wetlands shall be marked on maps and quantified such that alternatives can be compared. A wetland evaluation report shall be submitted in accordance with T6640.8A.

EXHIBIT G

2. When an alternative matrix is required, the CONSULTANT will furnish the STATE a matrix of environmentally sensitive features, and the cost for minimizing any adverse environmental effects.
3. If a Public Involvement meeting is required, the CONSULTANT will meet with the STATE prior to the Public Involvement Meeting.

B-2. If a Value Engineering Review is conducted, the CONSULTANT will provide all necessary material.

B-3. When a Public Involvement Meeting is necessary, it will be conducted by the STATE, or CONSULTANT if requested by the STATE. The CONSULTANT will prepare technical data, maps, and plans as necessary for the public meeting(s). Representatives of the CONSULTANT will be in attendance at the public meeting(s) to explain or comment upon matters pertaining to studies completed on this project. The CONSULTANT will assist the STATE in analyzing comments received through the public meeting(s) and in resolving comments within the scope of the AGREEMENT to the satisfaction of the STATE.

B-4. Review each feasible alternate design. Prepare Environmental Document in compliance with all current Federal Highway Administration Guidelines and Directives. Based on the type of document required for the project, submit the following number of copies of the Environmental Document to the STATE (submit copies for review along with an original title sheet for approval, and upon receipt of review comments, make necessary corrections and resubmit corrected copies):

<u>Type of Document</u>	<u>Copies of document for review</u>	<u>Copies of approved document</u>
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EXHIBIT G

Re-evaluation	5	5
Categorical Exclusion (CE), checklist	5	5
Categorical Exclusion (CE), written	5	5
Environmental Assessment (EA)	7	30
Finding of No Significant Impact (FONSI) (EA before hearing, FONSI after hearing)	7	30
Draft Environmental Impact Statement (DEIS) (to be submitted before corridor hearing)	10	150
Final Environmental Impact Statement (FEIS) (to be submitted in C-2)	10	150

B-5. When a Corridor Public Hearing(s) or combination Corridor/Design Public Hearing(s) is necessary, it will be conducted by the STATE or CONSULTANT if requested by the STATE. The CONSULTANT will prepare data, maps, and plans as necessary for the Public Hearing. Representatives of the CONSULTANT will be in attendance at the Public Hearing to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will assist the STATE in analyzing comments received from the Public Hearing, within the scope of this AGREEMENT, to the satisfaction of the STATE.

**TASK C: PREPARE ENVIRONMENTAL DOCUMENT**

C-1. Identify hazardous material sites on all alternatives under consideration. Submit locations of known hazardous material sites and underground storage tanks affected by the selected alternate to the STATE in order for the STATE to determine estimated cost of clean-up, if required. The consultant will conduct the initial site assessment in accordance with FHWA's Guidelines, Techniques and Approaches to Screening Right-of-way.

## EXHIBIT G

(The Phase I Hazardous Material Site Assessment will be conducted by one of the hazardous material specialty consultants that are approved by the STATE's Materials and Tests Bureau. The Man-day and Fee Proposal for the Phase I Site Assessment will be included in the Man-day and Fee Proposal for the Corridor Study. The CONSULTANT will provide to the Hazardous Material consultant maps indicating the alternatives that are to be studied. The CONSULTANT will provide a copy of the Phase I Site Assessment to the STATE's Environmental Technical Section.

Upon the selection of an alternative, the CONSULTANT will provide the STATE's Environmental Technical Section maps or plans depicting the location of the hazardous material sites in relation to the proposed and existing right-of-way for the proposed project.

If Phase II investigations are warranted, this will be the responsibility of the STATE's Materials and Tests Bureau. The results of the Phase II investigation, such as cost for cleanup or no further investigative action required, will be forwarded to the CONSULTANT by the STATE's Environmental Technical Section. The results should be included in the final environmental document for the project.)

- C-2. The CONSULTANT will prepare the final Environmental Document and submit the required (see B-4) number of copies and an original title sheet for approval to the STATE for review. Upon receipt of review comments, make any necessary corrections and resubmit corrected copies. If an FEIS is being prepared, a draft record of decision (ROD) will also be submitted. After approval, submit the required (See B-4) number of copies of the approved document.

## EXHIBIT G

- C-3. The CONSULTANT will submit coordinate mapping, in DXF or DGN format, showing location of environmentally sensitive features such as wetlands and endangered species habitats.
- C-4. The CONSULTANT, at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) to the STATE. The CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's MicroStation V8i-SS3 and InRoads V8i-SS2 or newer versions of these software packages. Deliverables to the STATE will include all and InRoads files.
- C-5. At the completion of this project, the CONSULTANT shall supply the approved environmental document (including all images, figures, tables, photos, maps, etc.), in Microsoft (MS) Word format on Compact Disc (CD), to the STATE. Appendices are to be supplied to the STATE and are to be in MS Word or PDF format.

### SECTION 2 - ROADWAY PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the STATE's "*Guide for Developing Construction Plans*" and "*Guidelines for Operation*".
- B. Study available traffic data, which will be furnished by the STATE, and reaffirm the Design Criteria consistent with the policies of the STATE, and of criteria established during the Corridor Studies.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations according to approved chapters of the STATE Hydraulic Manual, otherwise in the absence of direction in the STATE Hydraulic Manual then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars, American

EXHIBIT G

Association of State Highway and Transportation Officials (AASHTO) Guidelines or as instructed by the STATE.

- D. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the STATE, City or Local Community, the FHWA, and Federal Emergency Management Agency (FEMA).
- E. The CONSULTANT in the development of the designs will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such way as to create unreasonably hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA and AASHTO will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
- F. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.
- G. The CONSULTANT will prepare Floodplain Studies for the project to include a "Risk Assessment" and "Risk Analysis" where applicable in the development of designs in accordance with the requirements of Federal Aid Policy Guide, 23 CFR 650A. Also, the forms HYD-100, HYD-101, and HYD-102 will have to be completed prior to the Plan-in-Hand review.

EXHIBIT G

- H. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and as specified in Chapters 2, 3 and 4 of the STATE Hydraulic Manual.
- I. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by Alabama Department of Environmental Management (ADEM) for the application of a construction stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMPs). When required by the STATE, the CONSULTANT will prepare a Construction Best Management Practices Plan based on the latest template provide by the STATE. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO's *Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in Highway Construction (2007)* and to the Alabama Soil and Water Conservation Committee's *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, March 2009*.
- J. Each project Plan Assembly will include title geometric layout, summary of quantities, typical section, drainage section, plan and profile, paving layout, traffic control, signing, striping, earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the STATE for all grade, base, pave and drain work. Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the STATE Hydraulic Manual, Guidelines For Operations and Plan

## EXHIBIT G

Preparation Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 100 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the STATE's design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

- K. Drainage Section drawings will be provided for all proposed drains and existing drain modifications along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- L. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the STATE, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above as approved by the STATE.
- M. Arrangements will be made by the STATE with any affected utility owner to prepare plans for any utility relocations. Following the Plan-In-Hand Inspection, the CONSULTANT will provide utility base sheets and CADD files to the STATE showing existing utilities for STATE's use and coordination with the utility companies. All CADD files shall be graphic files submitted in .DGN Format compatible with Bentley's

EXHIBIT G

Microstation V8i-SS2 – 2004 or the newest version of software packages. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

- N. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition, (or latest succeeding standard specifications issued by the STATE prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the STATE of any needed items not covered by the aforementioned Standard Specifications.
- O. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the STATE.
- P. Following the 30% Review, a Public Involvement Meeting will be conducted by the STATE with assistance from the CONSULTANT. The CONSULTANT will prepare data, maps, and plans as necessary for the Public Involvement Meeting. Representatives of the CONSULTANT will be in attendance at the Public Involvement Meeting to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will assist the STATE in analyzing comments received from the Public Involvement Meeting, within the scope of this AGREEMENT, to the satisfaction of the STATE.
- Q. Preliminary detailed contract plans and estimates for each construction project

EXHIBIT G

shall be submitted to the STATE before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.

- R. The CONSULTANT will coordinate these plans with existing and proposed plans of the STATE.
- S. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD Standards that will facilitate the STATE's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross-sections can be accurately annotated or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.
- T. After the Plan-In-Hand Inspection, the CONSULTANT may prepare reproducible base maps showing property ties and ownership and submit to the STATE with the latest recorded deeds and preliminary plans showing construction limits and acquired right-of-way limits for the use of the STATE in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk in .DGN format showing all base maps and acquired right-of-way information.
- U. Three separate plan reviews plus other reviews up to and including the P.S. & E., as required by the Alabama Department of Transportation Guide for Developing Construction Plans (G.D.C.P.), will be conducted. The CONSULTANT will prepare and submit sets of selected plan sheets for requesting materials recommendations and

## EXHIBIT G

handling of Railroad Agreements, City/County Agreements and other Coordination Sets as required in accordance with the G.D.C.P. The CONSULTANT will prepare and submit sets of plans for a 30% completion review, for a Plan-In-Hand Inspection, and for a P.S. & E. Inspection. The number of plan sets required for all submittals will be as directed in the G.D.C.P. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspections, the CONSULTANT will submit sets of prints of plans to the STATE for its Quality Control review. The CONSULTANT will submit sets of prints after Quality Control comments have been addressed for Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the 30%, P.S.& E., Construction Bureau review and final plan submittals. The CONSULTANT will be required to prepare and submit a grade book with grades shown on fifty (50) foot stations. The cross-sections shown on the plans will be shown on one hundred (100) foot stations or as directed by the STATE.

- V. The CONSULTANT, at each review stage and as required by the GDGP, and at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software, Bentley's MicroStation V8i-SS3 and InRoads V8i-SS2 or newer versions of these software packages. Deliverables to the STATE will include all MicroStation and InRoads files.

**SECTION 3**

**BRIDGE PRELIMINARY PLANS**

- A. Type, Size and Location Drawings (TS&L's) for each bridge will be furnished to establish the general design features of each structure.
- B. Typical sections for the type design proposed will be shown for each structure.
- C. Minimum horizontal and vertical clearances will be shown for grade separation structures.
- D. The CONSULTANT will show hydraulic data and stream velocity (provided by the STATE) through the proposed bridge for each drainage structure.
- E. Prints will be furnished as necessary to the STATE for submittal to City, County or Federal agencies involved for review and approval.
- F. A "square foot" construction cost estimate for each structure will be provided.

**BRIDGE FINAL PLANS**

After approval of the preliminary plans by the lead agency plans will be provided to the STATE and FHWA, the CONSULTANT will develop final plans based on the approved preliminary plans. Final plans will be developed in sufficient form and detail for the STATE to let a construction contract. The final design, detailed drawings and materials will be prepared using the latest LRFD Bridge Design Specifications and interims and will meet the approval of the STATE and FHWA. The CONSULTANT may make maximum utilization of STATE standard drawings and plans of existing bridges where applicable, and the CONSULTANT will accomplish the following:

- A. Prepare supplemental specifications and special provisions for items not covered by the Standard Specifications, supplemental specifications of special provisions of the STATE.

EXHIBIT G

- B. Prepare estimates of quantities and construction costs itemized and properly symbolized in accordance with the Standard Specifications for Highway Construction using unit prices furnished by the STATE.
- C. Preliminary detailed contract plans and estimates will be submitted to the lead agency and then to the STATE for review before final Mylars are complete.
- D. The contract plans will be completed in accordance with current design practices of the STATE in the preparation of Federal Aid Plans.
- E. The CONSULTANT will prepare plans using drafting techniques that will facilitate the STATE's development of one-half (1/2) scale drawings.
- F. The CONSULTANT will compute, and furnish to the STATE, the gutter lines, edges of parabolic crown and finished grade for each bridge deck in relationship with the profile grade for all horizontal curve transitions utilizing standard super-elevation of curves as outlined in the "State of Alabama Special & Standard Drawings" of the current year.
- G. The CONSULTANT will make an independent structural check of the bridge plans, including a check of design stress analysis and a check of detailing and drafting of completed plans. Competent personnel other than those performing the original design will make this independent check, detailing and drafting, but such personnel may be within the firm that performed the original design. The person(s) making the check will certify on the plans that the check was made.
- H. The CONSULTANT will, at the request of the STATE, correct any plan errors or omissions found in design, detailing or drafting before or after acceptance of final plans by the STATE.

## EXHIBIT G

- I. The CONSULTANT will submit final Mylars, final calculations and a compact disc (CD) containing all digital files in MicroStation format.

### **SECTION 4 – TRAFFIC SIGNAL DESIGN SERVICES**

The work performed by the CONSULTANT may include, but not be limited to, the following:

- A. Assist the STATE in the design, review, construction process and system management and/or maintenance. This includes specifications, construction plan development, project meetings, bid analysis, construction and final inspections.
- B. Provide 12 hour traffic counts with turning movements, pedestrian data, and accident data.
- C. Provide trip generation studies, intersection operation analysis, capacity analysis, ramp metering studies, roundabout studies and traffic simulation.
- D. Prepare traffic signal warrants, per the MUTCD, and perform analysis using SYNCHRO and SIMTRAFFIC.
- E. Implement timings into controllers and make adjustments.

### **SECTION 5 – FIBER OPTIC AND ITS SERVICES**

The work performed by the CONSULTANT shall include, but not be limited to, the following:

- A. Assist the STATE in the design, review, construction process and system management and/or maintenance. This includes specifications, construction plan development, project

## EXHIBIT G

meetings, bid analysis, construction testing/inspections including final inspections and maintaining fiber management databases.

- B. Study the existing ATMS System and be capable of making additions and/or extensions without appreciable changes to the existing ALDOT ITS software.
- C. The CONSULTANT shall be available on an as-needed basis to the STATE for the purpose of providing support and expertise in the area of fiber optic communication networks. This includes work that may be beyond normal business hours and at various locations throughout the state.
- D. Provide training to STATE personnel in fiber optic theory, terms as they apply to fiber optics, installation and maintenance technology, the use of connecting, splicing and testing equipment.
- E. Provide assistance in the evaluation and testing of new products, including surveillance, detection, communications, networking and information display devices.

### **SECTION 6 – ELECTRICAL ENGINEERING SERVICES**

The work performed by the CONSULTANT shall include, but not be limited to, the following:

- A. The CONSULTANT will provide completely designed projects ready for letting, partial plans to be inserted into other roadway plans for letting, or reports and studies as directed.
- B. The CONSULTANT will produce plan sets on a CADD system using current ALDOT CADD Standards and be capable of electronically transmitting/receiving project files or individual sheets to/from the ALDOT's Central Office.

## EXHIBIT G

- C. Upon notice from the STATE for Need of Services, the CONSULTANT will attend a scope of work meeting. Within five (5) workdays after the scope of work meeting the CONSULTANT will provide a written project scope including the understanding and a detail cost estimate for the required design services for review and approval by the STATE. The CONSULTANT will proceed with the work on a project only after receiving written authorization from the STATE.
- D. All lighting level calculations will be made using AGi32 or other Department approved programs. The CONSULTANT shall perform all calculations using the illuminance method of design. The CONSULTANT shall attend the Plan-in-Hand meeting and the PS&E meeting or the combination Plan-in-Hand/PS&E meeting to discuss the calculation results and lighting design with ALDOT.
- E. The CONSULTANT will write specifications for all special hardware and installation techniques not covered in the ALDOT's existing Section 750 – Roadway Lighting, Section 756 – Electrical Conduits under Roadway, and Section 889 – Roadway Lighting Materials.
- F. The CONSULTANT will provide to the STATE a complete set of final plans, including all sheets in a .DGN format on DVD or other optical storage media. In addition, the CONSULTANT will provide the STATE with a complete full-size (24' x 36") plans on paper with the exception of the title sheet, which shall be submitted on Mylar. All calculations will be turned over in a systematic manner.

### **SECTION 7 – BRIDGE INSPECTION SERVICES**

Scope of services for consultant inspection:

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- A. The CONSULTANT will be responsible for providing all necessary traffic control, to include personnel, equipment and devices. Prior to the deployment of any traffic control, the CONSULTANT will provide a copy of the traffic control plan to ALDOT for review.
- B. The CONSULTANT will be responsible for providing all needed access equipment to include manlifts, reachalls, platforms, etc.
- C. The CONSULTANT will begin bridge inspections as instructed by the STATE and the CONSULTANT will complete each bridge inspection as safely and promptly as possible.
- D. Qualifications of inspection personnel will be as follows:
  - a. Each inspection team leader shall be an Alabama Certified Bridge Inspector (CBI).
  - b. All team members must have successfully completed the National Highway Institute (NHI) course "Safety Inspection of In Service Bridges".
- E. All CONSULTANT personnel performing engineering evaluations must have a professional engineering license in the State of Alabama.
- F. The CONSULTANT will provide inspection services on specified bridge structures to include the following:
  - a. Routine inspections of structures, performed at the hands-on inspection level
  - b. Fracture critical inspection of bridges
  - c. Channel cross-sectioning of bridges
  - d. NDE (Non Destructive Evaluation) and NDT (Non Destructive Testing) of bridges as specified
- G. The CONSULTANT will provide engineering evaluation services for specified bridge structures as follows:

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- a. Review inspection findings and identify deficiencies
  - b. Determine effect of those deficiencies on the structure
  - c. Recommend repairs/corrections to the STATE to address those deficiencies
  - d. Provide budgetary estimates for those repairs/corrections to the STATE
- H. The CONSULTANT will rate the structures as follows:
- a. Model each specified structure in AASHTOWare Virtis™ including trusses, floor beams and stringer; provide an export copy of the Virtis bridge definition to ALDOT.
  - b. The CONSULTANT will use same version of Virtis™ used by ALDOT.
  - c. Supply rating report sealed by a professional engineer licensed in the State of Alabama
- I. The CONSULTANT will provide the following documentation:
- a. Inspection Reports
    - i. Completed Bridge Inspection (BI) forms from Alabama Bridge Information Management System (ABIMS), to be signed by the CONSULTANT inspector and CONSULTANT reviewer as required
    - ii. Scour plots provided through the ABIMS Webscour Module
    - iii. Inspection notes, sketches and annotated photographs
    - iv. CONSULTANT will enter all inspection data into ABIMS
  - b. "As-exists" drawings for any structures that are missing structural drawings
  - c. A separate structural evaluation report, sealed by a professional engineer licensed in the State of Alabama.

**ARTICLE II – OBLIGATION OF STATE TO CONSULTANT**

The work to be performed by the STATE will include the following (unless the STATE instructs the CONSULTANT to perform said work), as applicable:

- A. Provide all traffic data, which is deemed necessary by the STATE.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the STATE.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- E. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- F. Advertise, conduct and provide necessary transcripts of Public Involvement Meeting (s) and Corridor Public Hearing (s) with the assistance of CONSULTANT.
- G. Prepare right-of-way maps, tract sketches, right-of-way deeds, and acquire right-of-way.
- H. Upon receipt of prints of final plans from the CONSULTANT, the STATE will furnish plans to each utility service owner and handle the securing of all appropriate utility agreements.
- I. Provide a copy of applicable portions of the STATE Hydraulics Manual and Guidelines For Operation, Plan Preparation Manual and GDCP.
- J. Make any necessary studies, testing, reporting, etc. for any identified hazardous waste sites along the proposed alignment.

## EXHIBIT G

- K. Prepare hydraulic analysis for streams where bridges are required for selected alignment based on field survey by the STATE.
- L. Prepare final hydraulic report and bridge length recommendation for streams based on information required from the CONSULTANT.
- M. Perform all geotechnical work and pavement structural design.
- N. Perform field surveys.
- O. Provide "fiber cable management" software.
- P. Provide all applicable field information and plans of existing facilities.
- Q. Provide CONSULTANT with unit prices as needed.

### **ARTICLE III – TIME OF BEGINNING AND COMPLETION**

- A. The CONSULTANT will be notified in writing by the STATE and will be furnished a map showing the location of the project where work is to be performed, and a description of work requested, before beginning a project for the STATE.
- B. The CONSULTANT will prepare a proposal to include fee estimates in accordance with the terms of this AGREEMENT for approval by the STATE before beginning any work. The CONSULTANT may also be required to submit a man-day and fee estimate to the STATE.
- C. The STATE has the absolute right to reject all or parts of a proposal and may cause rejected work to be accomplished by other or different parties.
- D. The CONSULTANT will begin work within five (5) days after receipt of the approved proposal that will constitute the Notice to Proceed from the STATE.

EXHIBIT G

- E. The CONSULTANT will furnish a monthly progress report on all work in progress, indicating work that has been completed to date as well as the schedule for completion of remaining work.
- F. This AGREEMENT will be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and the signature of the Governor of Alabama, for a term of two years. Any requests for work by the STATE, made prior to the end of the two-year term will be covered by this AGREEMENT.

**ARTICLE IV - PAYMENT**

**SECTION 1**

Overhead shall be limited to the actual audited overhead rates. Increases in billable overhead and labor additives shall be limited to a maximum of five (5) percentage points from the previous year's audited rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When a Region/Bureau requires the CONSULTANT to stay overnight at a project, the CONSULTANT will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the appropriate Region/Bureau.

For performance by the CONSULTANT of the services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this

EXHIBIT G

AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the STATE will pay the CONSULTANT as follows:

- A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:
  1. Direct Salary and Wages – Actual salary and wages paid personnel while actually engaged in the performance of the work, all as determined by the STATE's Bureau of Finance and Audits.
  2. Expenses – Actual STATE approved expenses associated with direct actual cost paid by the CONSULTANT not included in the overhead rates, applicable to services provided under this AGREEMENT. Subsistence for personnel engaged for assignments under this AGREEMENT at rates payable under STATE law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
  3. The overhead and labor additive rate of 160.96 percent (for Fiscal Year Ending 12-31-2013) on direct salary and wages. The CONSULTANT's billable overhead and labor additive rate can only increase to a maximum of five (5) percentage points per year during the life of this AGREEMENT.
  4. The overhead rate and cost billed will be subject to audit as determined by the STATE's Bureau of Finance and Audits, however, in no event shall the home office overhead rate be reimbursed at a rate higher than five (5) percentage points of the previous year's audited rate.

EXHIBIT G

5. Facilities Capital Cost of Money Rate is 0.13 percent (for Fiscal Year Ending 12-31-2013) and no profit will be allowed on this item.
6. The STATE's Bureau of Finance and Audits, External Audit Section, shall be furnished a Financial Statement Audit that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT's fiscal year.
7. An annual Certified Labor Rate for all employees of the CONSULTANT which may perform work under this AGREEMENT shall be furnished to the STATE's Bureau of Finance and Audits, External Audit Section, the beginning of each fiscal year this AGREEMENT is in effect. This Certification must be sent by the end of first month of the CONSULTANT's new fiscal year. Any changes occurring during the CONSULTANT's fiscal year such as the addition of new employees, annual pay increase and/or promotions which may affect the AGREEMENT will require a new certification on the employee affected as they occur.
8. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses.

EXHIBIT G

9. Any paid overtime will require prior authorization from the STATE's Director.

Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

a. The hourly overtime rate will be 1.5 times the hourly billable rate.

Hours worked on holidays observed by the CONSULTANT will be billable at an hourly rate of 2 times the hourly billable rate.

Billable holiday work will require prior approval by the STATE.

10. The maximum amount payable to the CONSULTANT for the work provided for under this AGREEMENT shall not exceed [REDACTED]

**SECTION 2**

A. Certified payroll reports for the personnel actively engaged on work included in this AGREEMENT will be furnished with each payment request.

B. Payments to the CONSULTANT shall be made not more often than monthly. Such payments shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance that the STATE may deem necessary. The original invoice, signed in blue ink and notarized, shall be submitted by the CONSULTANT to the appropriate Region/Bureau Office for review, approval and forwarding to the STATE's Bureau of Finance and Audits, External Audit Section, located in Montgomery, Alabama for payment.

C. The CONSULTANT will correlate and coordinate the accounting of CONSULTANT to comply with the current audit system of the STATE and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs,

## EXHIBIT G

and labor costs charged to the project will be the actual rate of pay at the time work is performed and will be subjected to audit by the STATE. Reviews and/or audits of the CONSULTANT's records may be performed to verify actual labor costs, actual quantities and actual expenses charged to this AGREEMENT as determined by the STATE's Bureau of Finance and Audits, to correct any errors, omissions or misstatements. In addition, upon request by the STATE, the CONSULTANT shall provide any and all personnel and/or employment records of the CONSULTANT's staff actually engaged in the performance of work.

### **SECTION 3**

The acceptance by the CONSULTANT of the final payment will constitute and operate as a release to the STATE of all claims and of any and all liability of the STATE to the CONSULTANT; its representatives and/or assigns for all things done, furnished or relating to the services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the STATE.

### **SECTION 4**

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the STATE in effect at the time the work is performed.

## **ARTICLE V - MISCELLANEOUS PROVISIONS**

Exhibits A, C, D, E, F, G, H, H-1, I, K, L, M, N, X, Y and Z attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the

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EXHIBIT G

parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

By signing this contract, the contracting parties affirm, for the duration of the AGREEMENT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the AGREEMENT and shall be responsible for all damages resulting there from.

EXHIBIT G

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date of approval by the Legislative Contract Review Oversight Committee and the approval of the Governor of Alabama.

ATTEST:

GRESHAM SMITH AND PARTNERS

By: [Signature]

[Signature]

(Affix Corporate Seal) No Corporate Seal

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT. ✓

[Signature]  
Jim R. Ippolito, Jr.,  
Chief Counsel  
Department of Transportation

RECOMMENDED FOR APPROVAL:

STATE OF ALABAMA  
acting by and through its  
DEPARTMENT OF TRANSPORTATION

[Signature]  
Clay P. McBrien  
State Office Engineer

[Signature]  
John R. Cooper  
Transportation Director

[Signature]  
Ronald L. Baldwin, P.E.  
Chief Engineer

The within and foregoing instrument is hereby approved on this 17<sup>th</sup>  
Day of July, 2015.

[Signature]  
Robert Bentley  
GOVERNOR, STATE OF ALABAMA

Prepared By:  
The Alabama Department of Transportation  
Design Bureau-Consultant Management Section  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110  
Office: (334)242-6842 or 6142 Fax: (334) 353-6513  
Reference: Statewide/Contract ID#2028

EXHIBIT G

STD CONTRACT EXHIBITS

CONSULTANT 4/14/81  
REVISED 3/9/01  
REVISED 3/21/07

EXHIBIT A

**Participation by Disadvantaged Business Enterprises in Federal-Aid Program**

**Policy.** It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

**DBE Obligation.** The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, such recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this agreement, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this agreement shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

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EXHIBIT C

The parties agree to fully comply with the energy conservation plan of the State of Alabama issued in compliance with the Federal Energy Policy and Conservation Act (Public Law 94-163) where applicable to the parties and, in addition;

In the event the payment to CONSULTANT under the terms of this AGREEMENT exceeds the sum of \$100,000.00, the CONSULTANT agrees to comply fully and completely with the applicable standards, orders and requirements issued under the following laws, orders and regulations:

- a. Section 306 of the Federal Clean Air Act (42 U.S.C. 1857(h), as amended by 42 U.S.C. 7401 et seq.).
- b. Section 508 of the Federal Clean Water Act (33 U.S.C. 1368).
- c. Executive Order 11738 (Federal).
- d. Environmental Protection Agency Regulations (40 CFR Part 15).

It is understood and agreed that the STATE will report in writing to the Federal Highway Administration and to the Assistant Administrator for enforcement of the United States Environmental Protection Agency, violation on the part of the CONSULTANT, immediately upon concurrence of any such violation or any provision of the foregoing laws, orders and regulations applicable to CONSULTANT.

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REVISED 3/17/82  
REVISED 5/12/89  
REVISED 3/8/91

EXHIBIT D  
Page 1

CHANGES OF WORK

- a. If during the term of this AGREEMENT additional services are required other than those services specified in this AGREEMENT, or major changes in the work become necessary or desirable, the STATE may, in writing, order the CONSULTANT to perform such services or make such changes, or if the CONSULTANT is of the opinion that the work he was directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT shall promptly notify the STATE in writing of such fact and receive written approval from the STATE prior to performing such work. The terms "in writing" and "written approval" may be in the form of normal correspondence such as letters, or written conference notes approved by the CONSULTANT and the STATE. In the event that the STATE determines that such work does constitute extra work, additional terms for completion of contract shall be given and payment for the extra work will be negotiated by supplemental AGREEMENT. Any extra work and/or payment for extra work must have the approval of the Federal Highway Administration before such work is undertaken if Federal funds are to be utilized in payment for such work.
- b. During the term of this AGREEMENT any service in the AGREEMENT may be deleted and reduced at the discretion of the STATE. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee will be made on a proportionate basis.

DELAYS AND EXTENSIONS - TIME PERIOD OF AGREEMENT

In the event that additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in this AGREEMENT, the STATE may grant a time extension to any or all phases of the work provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extension for extra work authorized will be based on the ratio that the additional compensation bears to the original fee and time limit. In the event the STATE determines the time provided for in the AGREEMENT for the completion of work is not sufficient for completion of the work, in keeping with generally acceptable work practices for accomplishment of the work involved, the STATE may, at the sole option of the STATE, in writing directed to the CONSULTANT, extend the AGREEMENT for such time period, or periods of time from time to time thereafter as the STATE deems necessary for work completion. Writing directed from the STATE to the CONSULTANT extending the AGREEMENT will be conclusive of the fact that the STATE has made the determination of insufficiency of time as above provided.

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CONFERENCES, VISITS TO SITE, INSPECTION OF WORK

- a. The parties agree that conferences will be held at the request of STATE representatives, the Federal Highway Administration or the CONSULTANT to discuss matters pertinent to any phase of this project. STATE or FHWA representatives may visit the CONSULTANT'S office during normal working hours where the work is being performed at any time with or without advance notice to the CONSULTANT. The CONSULTANT agrees to coordinate the work with the STATE throughout all areas and stages of work as it progresses, assuring that it proceeds expeditiously and is accomplished in an orderly and timely fashion.
- b. The CONSULTANT, when so directed by the STATE, agrees to confer with local public agencies, including planning authorities, giving consideration to suggestions and plans of such agencies.

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CONSULTANT 4/14/81  
REVISED 4/18/89  
REVISED 7/24/01  
REVISED 10/18/01

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE shall have the absolute right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CONSULTANT upon an equitable basis. The value of the work performed by the CONSULTANT prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  - (1) The ratio of the amount of work performed by the CONSULTANT prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  - (2) The amount of the expense to which the CONSULTANT is put in performing the work to be terminated in proportion to the amount of expense to which the CONSULTANT would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CONSULTANT prior to the termination, no consideration will be given to profit, which the CONSULTANT might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CONSULTANT, such termination shall be accordance with Federal Acquisition Regulations applicable.

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REVISED 4/2/92  
REVISED 4/22/94  
REVISED 2/4/98  
REVISED 7/24/01  
REVISED 10/18/01  
REVISED 9/22/05  
REVISED 9/15/2014

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**RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT and the subconsultant, agents or employees of CONSULTANT in connection with their service under this AGREEMENT. The CONSULTANT specifically agrees that the subcontractors, agents, or employees of CONSULTANT shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, the CONSULTANT shall defend, indemnify and hold harmless the STATE of Alabama, the Alabama Department of Transportation, its officials and employees, both in their official and individual capacities, and their agents and servants from and against all claims, damages, losses and expenses or allegations thereof, including but not limited to reasonable attorneys' fees, arising out of or resulting from faults, errors, mistakes, omissions, malfeasance, misfeasance, misconduct or negligent acts or omissions of the CONSULTANT in connection with their service under this agreement. Such indemnity shall not be limited by reason of any insurance coverage provided.

**INSURANCE**

General Liability, public liability, professional liability and property damage insurance in the amount of \$1,000,000 shall be carried by the CONSULTANT in a policy, or policies, which shall specifically cover the above areas, as well as motor vehicle liability in the amount of \$250,000 without expense to the STATE. Proof of insurance coverage shall be provided annually in a form as required by the STATE. The STATE shall be made, and shown as, an additional insured on the face of the insurance.

**GENERAL COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with the provisions of the labor law and state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this AGREEMENT, and procure all necessary licenses and permits.

**SUBLETTING, ASSIGNMENT, OR TRANSFER**

There shall be no assignment, subletting or transfer of the work or interests of the CONSULTANT in any of the work covered by this AGREEMENT without the written consent of the STATE. In the event the STATE gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work or interest is assigned, sublet or transferred to as fully and completely as the CONSULTANT is hereby bound and obligated, and the CONSULTANT agrees to so bind any party or parties to which the work or interests of CONSULTANT are so assigned, sublet, or transferred.

**AGENCIES**

By entering into this agreement, the CONSULTANT is not an agent of the State, its officers, employees, agents or assigns. The CONSULTANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

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REVISED 7/24/01  
REVISED 10/18/01  
REVISED 9/22/05  
REVISED 9/15/2014

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IMMIGRATION

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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REVISED 7/14/81  
REVISED 8/5/81  
REVISED 7/24/01  
REVISED 10/18/01  
REVISED 6/13/07

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Page 1

EMPLOYMENT OF STATE, COUNTY, OR CITY WORKERS

Unless specific written approval is granted by the STATE, the CONSULTANT agrees that CONSULTANT will not engage, on full or part-time or other basis during the period of the AGREEMENT, any professional or technical personnel, who are or have been at any time during the period of the AGREEMENT, in the employ of any highway organization in Alabama, either State, County, or City, except regularly retired employees.

SOLICITING OF AGREEMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this AGREEMENT. For breach of violation of this warranty the STATE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

CONSULTANT'S RESPONSIBILITY

The CONSULTANT agrees to endorse the original title or cover sheet or all sets of plans, estimates, reports and engineering data required to be furnished by CONSULTANT under the terms of this AGREEMENT. The CONSULTANT agrees to certify to the STATE as to the accuracy of the design and plans stating that checks of (1) design calculations and (2) details and drafting of plans have been made by competent engineers of CONSULTANT'S organization. The CONSULTANT hereby assumes responsibility for any design errors found during the preparation of contract plans, which are attributable to the work, called for by this AGREEMENT.

At all times from the execution of this AGREEMENT until its termination, CONSULTANT shall possess all appropriate professional or other required or necessary certifications for itself and/or all staff, as the case may be. If at any time during the term of this AGREEMENT, any said certification shall become inactive, expire, be suspended, or CONSULTANT become ineligible therefore, either through its corporate entity or entities, including parent(s) and subsidiary (ies), or through its employees, servants, or agents, CONSULTANT shall not be permitted to continue any work contemplated under this AGREEMENT and not be paid for work performed during said times while any certification was not active and current. In addition, CONSULTANT shall be liable in all respects for all matters required of CONSULTANT under the terms of this AGREEMENT regardless of whether or not ALDOT discovers or is aware of the same.

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All reports, drawings, studies, maps, or any other documents of any nature whatsoever prepared by or for the CONSULTANT shall be made available to ALDOT for inspection and review at a reasonable time(s) and place(s) as designated by ALDOT. Provision of all reports, drawings, studies, maps, or any other documents of any nature whatsoever to ALDOT shall not in any way relieve the CONSULTANT of any of its duties or responsibilities for any and all aspects of work provided therein or thereby. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies, maps, or other documents of any nature whatsoever prepared under this AGREEMENT should funds of the United States of America be in any way utilized in payment for the same. Instructions, suggestions, modifications, or comments communicated by ALDOT regarding the work to be performed under this AGREEMENT at any time during the term of this AGREEMENT to CONSULTANT does not relieve CONSULTANT of its duties or responsibilities or the engineering or quality thereof for any and all aspects of work under this AGREEMENT. CONSULTANT shall confirm in writing receipt of any such communication. CONSULTANT shall be responsible for any ALDOT cost incurred in any work or service under this AGREEMENT due to CONSULTANT'S conduct as provided in Exhibit F.

Acceptance by ALDOT of any work performed by CONSULTANT shall not relieve CONSULTANT of its duties, responsibilities or professional or other obligations to correct deficiencies in its work, at its sole and complete expense, without recourse, any responsibility as provided in Exhibit F.

The CONSULTANT shall be liable and responsible for contractor claims as provided in Exhibit F. For contractor claims against the STATE, the CONSULTANT shall attend, participate and defend the claim in the claims review process. Claims determined to be caused by the CONSULTANT as provided in Exhibit F shall be paid by the CONSULTANT.

MAINTENANCE OF RECORDS

It is agreed that the CONSULTANT and the subcontractors of CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for this project and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment of funds under the contract, for inspection by the STATE and FHWA and copies thereof shall be furnished if requested.

OWNERSHIP OF ENGINEERING DOCUMENTS

- a. Upon completion or termination of the work covered by this AGREEMENT, the CONSULTANT shall deliver to the STATE upon STATE'S request all survey notes, computations, tracings and all other documents and data pertaining to the work or to the project, which material shall become the property of the STATE. All completed original tracings of maps and other engineering data furnished to the STATE by the CONSULTANT shall bear thereon the endorsement of the CONSULTANT.
- b. The STATE shall in no way be limited in its subsequent use of the designs or ideas incorporated in the work for the preparation of contract plans and documents. The STATE, insofar as it has the right, releases the CONSULTANT from liability, resulting from use by the STATE of such designs or ideas on work other than that covered in this AGREEMENT.

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations

The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to
  - ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONSULTANT of the CONSULTANT'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to

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furnish this information, the CONSULTANT shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CONSULTANT under contract until the CONSULTANT complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CONSULTANT will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, orders or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CONSULTANT may request the STATE to enter into such litigation to protect the interest of the STATE.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CONSULTANT shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CONSULTANT shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

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- b. The CONSULTANT, in accordance with the status of CONSULTANT as an independent contractor, covenants and agrees that the conduct of CONSULTANT will be consistent with such status, that CONSULTANT will neither hold CONSULTANT out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CONSULTANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph b. also applies in like manner to the employees of CONSULTANT.

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EXHIBIT H-1

CONSULTANTS' CERTIFICATIONS

The CONSULTANT by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CONSULTANT. The CONSULTANT agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CONSULTANT at the time of execution of the AGREEMENT. The CONSULTANT agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CONSULTANT agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CONSULTANT agrees that a meal allowance shall be limited to CONSULTANT employees while in travel status only and only when used in lieu of a per diem rate.

The CONSULTANT shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CONSULTANT agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

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CONSULTANT 11/12/81  
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EXHIBIT I

**FAILURE TO COMPLETE AGREEMENT WITHIN AGREED UPON TIME**

The CONSULTANT, by execution of the AGREEMENT, agrees that the work described within the AGREEMENT will be completed in accordance with the time specified in the AGREEMENT and in the event the CONSULTANT does not complete the work on time, with the exception of any delays that are not within its control, the CONSULTANT shall pay for all costs of the STATE attributable to, arising or resulting from, the CONSULTANT'S delay. In addition, the STATE will have the absolute right to eliminate the CONSULTANT for consideration of any future work.

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

A. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this AGREEMENT is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this AGREEMENT is being submitted for assistance in obtaining a copy of those regulations.

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The prospective primary participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

Instructions for Certification

By signing and submitting this AGREEMENT, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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The prospective lower tier participant shall provide immediate written notice to the person to which this AGREEMENT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this AGREEMENT is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this AGREEMENT that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction, with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this AGREEMENT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-  
Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this AGREEMENT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

(Exceptions to the above are to be submitted on a separate sheet.)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

By executing the AGREEMENT to which this Exhibit K is attached, I further certify that I am the proper authorized individual or corporate official, as applicable, to make this certification and that the above and foregoing statements are true and correct and that by signing this certification I am also agreeing on behalf of the contractor in whose name the agreement is made, whether individual, partnership or corporation as might be applicable, that this Exhibit K is a part of the agreement to which it is attached.

EXHIBIT G

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CONSULTANT 02/05/88

EXHIBIT L

**PARTICIPATION BY FOREIGN CONSULTANTS  
AND SUBCONSULTANTS**

In accordance with Section 109 of Public Law 100-202 enacted on December 22, 1987, the State, acting by and through its Department of Transportation, will not consider for award any bid proposals submitted by any consultant, and will not consent to subletting any portions of the contract to any subconsultant, of a foreign country during any period in which foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

Unless otherwise noted by the United States Trade Representative, the country of Japan shall be deemed to be listed as discriminating against U.S. firms in conducting procurements for public works projects.

For the purpose of the foregoing provisions of this Exhibit L, any consultant or subconsultant who is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country shall be considered to be a consultant or subconsultant or such foreign country.

EXHIBIT G

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CONSULTANT 3/19/90  
REVISED 7/18/90

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONSULTANT 2/15/95  
REVISED 5/30/02  
REVISED 6/16/11

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive on all parties.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EXHIBIT G

REVISED 12-27-10

EXHIBIT X

STD CONTRACT EXHIBITS

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Gresham Smith and Partners

Project Number: N/A

Contract ID#: 2028 Supplemental Agreement #: 0

Date of Proposal Preparation (mm/dd/yyyy): N/A

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): N/A

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

\*Signature: Rodney Chester

\*Name of Certifying Official (Print): Rodney Chester

\*Title: Sr. Vice President of Operations

Date of Certification (mm/dd/yyyy): 3/16/15

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

EXHIBIT G

STD CONTRACT EXHIBITS

REVISED 3/9/01  
REVISED 1/22/07

EXHIBIT Y

State Contract ID # 2028

Federal-Aid Project # N/A

State Alabama

CERTIFICATION OF CONSULTANT

I hereby certify that I am the SR. VICE PRESIDENT and duly authorized representative of the  
(title) 395 GRANDVIEW PKWY SUITE 300  
firm of GREHAM SMITH AND ASSOCIATES whose address is BERMININGHAM, AL 35243

and that neither I nor the above firm I here represent has:

- (a) employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as hereby expressly stated (if any):

I acknowledge that this certification is to be furnished to the Alabama Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

3/26/05  
(Date)

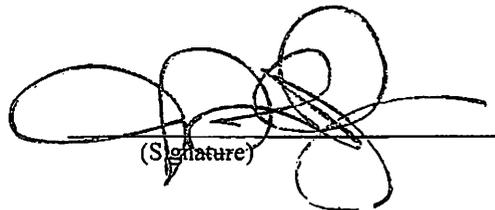
  
(Signature)

EXHIBIT G

STD CONTRACT EXHIBITS

REVISED 1/22/07

EXHIBIT Z

State Contract ID # 2028

Federal-Aid Project # N/A

State Alabama

I hereby certify that I am the Transportation Director of the Alabama Department of Transportation, and that the consulting firm nor its representatives have been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or,
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

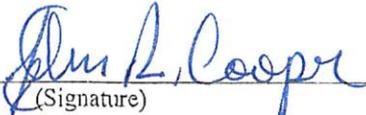
  
(Signature)

EXHIBIT G

State of Alabama )  
County of Jefferson )

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: March 16, 2015

RE Contract/Grant/Incentive (describe by number or subject):

Transportation Support Services - Statewide by and between  
Gresham, Smith & Partners (Contractor/Grantee) and  
Alabama Department of Transportation (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

- The undersigned holds the position of SE.V.P. with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
- Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

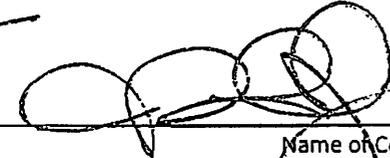
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.  
 (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 26<sup>TH</sup> day of MARCH 2015.

  
 Name of Contractor/Grantee/Recipient  
 By: T. ROBERT MURPHY, JR.  
 Its SE. VICE PRESIDENT

The above Certification was signed in my presence by the person whose name appears above, on this 21<sup>st</sup> day of MARCH 2015

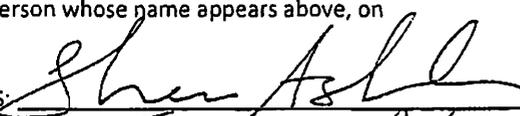
WITNESS:   
Theresa Ashley  
 Printed Name of Witness

EXHIBIT G

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Tennessee

County of Davidson

Before me, a notary public, personally appeared Amy Denton (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as HRIS Administrator (state position) for Gresham, Smith and Partners (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Amy D. Denton Signature of Affiant

Sworn to and subscribed before me this 12<sup>th</sup> day of April, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Debra L. Saylor Signature and Seal of Notary Public  
*My commission expires March 4, 2013*



Author: Jean Brown.  
Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b);  
Section 31-13-9 (h).

EXHIBIT G

Company ID Number: 52704

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Gresham, Smith and Partners (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

## EXHIBIT G

Company ID Number: 52704

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

### **B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY**

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

EXHIBIT G

Company ID Number: 52704

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

EXHIBIT G

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

EXHIBIT G

Company ID Number: 52704

**ARTICLE III**

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF  
HOMELAND SECURITY**

**A. REFERRAL TO THE SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

**B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

EXHIBIT G

Company ID Number: 52704

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

**ARTICLE IV**

**SERVICE PROVISIONS**

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

**ARTICLE V**

**PARTIES**

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even



EXHIBIT G

Company ID Number: 52704

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

09/04/2007

Signature

Date

EXHIBIT G

Company ID Number: 52704

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM	
Information relating to your Company:	
Company Name:	<u>Gresham, Smith and Partners</u>
Company Facility Address:	<u>511 Union Street</u> <u>1400 Nashville City Center</u> <u>Nashville, TN 37219</u>
Company Alternate Address:	<u> </u> <u> </u> <u> </u>
County or Parish:	<u>DAVIDSON</u>
Employer Identification Number:	<u>620794126</u>
North American Industry Classification Systems Code:	<u>541</u>
Parent Company:	<u> </u>
Number of Employees:	<u>500 to 999</u>
Number of Sites Verified for:	<u>14</u>
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.	
• VIRGINIA	1 site(s)
• TENNESSEE	3 site(s)
• OHIO	2 site(s)
• TEXAS	1 site(s)
• ALABAMA	1 site(s)
• FLORIDA	3 site(s)
• KENTUCKY	1 site(s)
• GEORGIA	1 site(s)
• NORTH CAROLINA	1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

EXHIBIT G

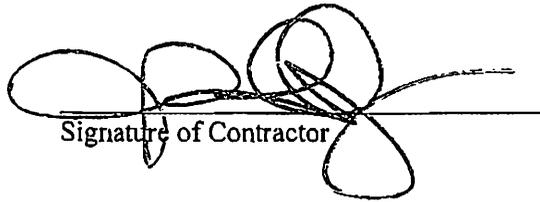
Company ID Number: 52704

Name:	Carolyn A Kitts	Fax Number:	(615) 770 - 8135
Telephone Number:	(615) 770 - 8167		
E-mail Address:	carolyn_kitts@gspnet.com		

EXHIBIT G

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

  
Signature of Contractor

  
Witness