

**PRE-MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**AUGUST 14, 2023 6:15pm**

**As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 08142023).**

1. Playing fields and tennis/pickleball courts usage times-Shanda Williams (See attached information. This item could be added to the formal agenda.)
2. Proposal for additional services for the Pine Ridge Road sidewalk project-Nathan Currie of Sain Associates (See attached information. This item may be added to the formal agenda.)
3. Bryson Stephens to address the City Council regarding a proposed sidewalk project from The Vulcan to English Village (See attached information.)
4. ROW encroachment agreement for 2701 Overhill Road – Dana Hazen. (See attached information. This item may be added to the formal agenda.)
5. Change Order for the Field #1 overflow parking lot-Sam Gaston (See attached information. This item could be added to the formal agenda.)
6. Executive Session

Date: August 9, 2023  
To: Council Members  
From: Shanda Williams, Parks and Recreation  
Subject: Field and Court Time Limits- Park Board recommendation

With the popularity of the pickleball courts, we have become aware that there are no official regulations on when our fields and courts can be used outside of school hours. The Park Board has set time limits on when parks, fields and courts will be closed in the evenings, but none state when they will open in the mornings.

In the evenings, parks, fields, and courts with no lights close at sundown.

Fields and courts with lights close at 9pm. The only exception that I am aware of is at MBHS where occasionally some school and MBA activities will go past 10pm.

For the morning start times, I checked on what other communities have in place for their tennis and pickleball courts and it varies greatly from 6:30am-10am, but the most common are 7am or 8am. Our noise ordinance states that lawn care companies are allowed to start work at 7am on weekdays and 8am on weekends.

After speaking with the Park Board, their recommendation is to have fields and courts open at 7am each day of the week, except for school facilities during school hours. They feel that will allow users to beat the heat in the summer and they do not expect many people to use the facilities that early in the winter. The closing times will remain the same with some exceptions.

I have shared these recommendations with the Board of Education for their comment.

These are the Park Board's recommendations:

Passive activities that do not generate noise in parks, fields, and courts are allowed to begin at sunrise.

Example: individual runners

Noise generating activities in parks, fields, and courts can begin at 7am

All activities in parks, fields, and courts with no direct lights will cease at sundown.

All activities in parks, fields, and courts with lights will cease at 9pm.

Facilities with surrounding ambient lights or self-provided lights are not considered lighted facilities and will close at sundown.

Facilities on Board of Education property will be closed to the public while schools are in session or they are being used by the Board of Education.

Exceptions may be allowed with permission from the Board Of Education or the Parks and Recreation department.

## Sam Gaston

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**From:** Currie, Nathan <ncurrie@sain.com> on behalf of Currie, Nathan  
**Sent:** Wednesday, August 09, 2023 6:12 PM  
**To:** Sam Gaston (gastons@mtnbrook.org)  
**Cc:** Bailey, Alicia  
**Subject:** Pine Ridge Rd - Proposal for Additional Services  
**Attachments:** Proposal for Additional Services.pdf; ALDOT Estimate Templates (Revised 1-3-22).pdf

Sam,

Please see attached for the proposal I had mentioned. Approximately 80% of this supplement is to provide ROW related services, including maps and sketches, appraisals and acquisitions, and survey staking. This effort was not included in our initial proposal to the City, since ROW fees are dependent on the number of parcels affected, which was unknown at the time the project was planned. The proposal is setup to include all anticipated ROW services and you would only be billed for what's needed. Hopefully many of the owners agree to donate, so in that case the actual cost of ROW services would be much lower.

Other services included in this proposal are work associated with expanding the project footprint to the east side of Pine Ridge Road to replace old cross drains, ALDOT's addition of an unanticipated plan review, and structural engineering services required for the stone retaining walls.

Following your review and comment/approval of the proposal, the next step will be for ALDOT to review and comment/approve it prior to the City contracting with us to perform the work.

Please let me know if you have any questions or need anything else for your review. Thanks for considering this proposal!

**Nathan Currie, P.E.**  
**Infrastructure Team Leader / Associate**  
**Sain Associates, Inc.**

Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Direct: 205.263.2129  
Mobile: 404.983.7379



80% - FEDERAL  
20% - LOCAL

**Disclaimer**



**SAIN**  
**ASSOCIATES**

August 9, 2023

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

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

**SUBJECT:** Supplement services on Pine Ridge Road sidewalk  
CMAQ-3718(251)  
SA Project #17-0228

Dear Sam:

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

#### General Project Understanding

This scope of work is for supplemental services required for the project. At the time of the scoping of the original contract for the design, it was expected acquisitions would be needed, but the number of affected parcels was unknown. Since right of way fees are highly dependent on the number of affected parcels, right of way services were excluded. As a result, this supplemental services agreement is primarily for the preparation of a right of way map, tract sketches, legal description, and acquisition services.

In addition, during the environmental phase, it was discovered that some of the existing retaining walls are considered of significance to the historical nature of the property. Through discussions with ALDOT, Sain understands the existing walls can be removed and replaced. For the new walls, a concrete wall will be installed with a stone façade and battered face. Since these will be non-standard walls, a structural engineer will be contracted to prepare a detail which will be submitted to ALDOT for review and approval.

Finally, upon review of the existing drainage infrastructure, ALDOT and the City agreed that several pipes crossing under Pine Ridge Road to the east require replacement since they are vitrified clay pipes. Since the original project limits were not intended to extend to the east side of the road, this requires additional survey and additional property research for establishment of the right-of-way and property lines on the east side of the road. Since these existing pipes extend past the present right of way, additional right of way must also be acquired. These right of way acquisitions on the east side of the road were not shown on the displays for the public involvement meeting. Therefore, letters and sketches must be prepared depicting the acquisitions on the east side of the road, and coordination with affected property owners must be completed and included within the project environmental document.



### Scope of Services

#### **Environmental Document**

Sain will prepare sketches and letters for the City to send to the affected property owners located on the east side of the road, as required by ALDOT. This is a result of the additional drainage not anticipated prior to the public involvement meeting. Since these additional drainage and related property impacts were not shown at the initial public involvement meeting, the purpose of the letters and additional coordination is to document that all property owners were informed of the impacts to their property.

#### **Topographic Survey**

Additional topographic survey is required for locating information on the east side of the roadway including drainage pipes, outlet ditches, establishment of the east side right of way and property lines.

Additionally, it is expected that property owners affected by right of way and easement acquisitions will require the proposed right of way and easements be staked on their property. Therefore, staking of right of way easements is included in this scope of services.

#### **Right of Way**

Currently, there are 37 tracts estimated to require either additional right of way, permanent drainage easements, or temporary construction easements for construction of the proposed improvements. Some of these tracts will require a combination of additional right of way and easements. Sain will prepare a right of way map for submittal and approval, and Sain will contract with Wisener LLC to perform the appraisals and acquisitions of the right of way and easements.

If the City desires, sketches will be prepared for all of the properties. The sketches, along with a letter, will be sent to each property owner requesting the right of way or easement be donated to the City. Wisener can request these donations for \$500/tract.

If the property owner donates, no appraisal or additional request will be required of the property owner. If the property owner does not donate, an appraisal, tract sketch and legal description will be provided for the acquisition. Wisener will contact, communicate, and coordinate the offer and proceed with the process of acquiring the required right of way or easement. Wisener will provide these services for \$3500/tract. Since the number of property owners that will be willing to donate right-of way or easements is unknown, this scope will be provided on an hourly not to exceed basis. As a result, the City will only be billed for the specific acquisition services required.

Since the sidewalk is located in front of residential properties, impacts to mailboxes, trees, landscaping, driveway features, retaining walls, and other decorative items are expected. Sain's role during the right of way process is to coordinate with Wisener and assist with communication to the property owners when responding to technical questions related to the plans, improvements, and impacts. Sain will also serve as a liaison between Wisener, the City, and ALDOT. Time associated with this coordination and communication is included within the Design Plans task below, to correspond with ALDOT's manday spreadsheet.



**Design Plans**

The original contract was based on a combination Plan in Hand and PS&E submittal and review. However, based on the detail and the amount of right of way and easements needed for the project, it has been determined by ALDOT that 2 separate reviews will be required: a Plan in Hand review and a PS&E review. As part of this supplement, we have accounted for an additional submittal, review meeting, and time for addressing the additional review comments.

For additional drainage impacts related to the replacement of existing cross drains, Sain will analyze the existing cross drains, evaluate downstream conditions at the outfalls, and update the plans and cross sections to reflect the additional survey and design changes.

Sain will contract with Structural Design Group to prepare a signed and sealed detail for the required retaining walls for the project, which will consist of concrete walls with a stone façade. Sain will revise the plans to include the retaining wall details.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: lighting and landscaping, sanitary sewer or water design, all other exclusions from the original contract.

Fees

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

Environmental Document .....	Lump Sum \$4,896
Field Survey .....	Lump Sum \$29,779
Right of Way .....	Hourly not to exceed budget of \$235,647
Design Plans .....	Lump Sum \$58,418
Total Estimated Budget.....	\$328,740

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

Procedures for Changes in Scope of Work

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

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the

Pine Ridge Road sidewalk  
City of Mountain Brook  
August 9, 2023  
Page 4



schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Schedule

Design plans have been submitted to ALDOT for Plan-in-Hand review and a Plan-in-Hand review has been held. Comments from that review are currently being addressed and right of way and easement acquisition limits are being confirmed. Upon receiving approval of this supplement from the City and ALDOT, Sain will prepare the required right of way map within 3 weeks and submit to ALDOT for review. Following approval of the map, we will move forward with sketches and the donation request process. The timeframe required for appraisals and acquisitions will vary depending on the number of property owners that are willing to donate.

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

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.  
Infrastructure Team Leader/Associate  
AL No. 32400

Enclosures:  
Proposal from Wisener LLC  
Sain Terms & Conditions (sch. 2023)

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

\_\_\_\_\_  
Signature of Authorized Representative

Date: 8/9/23

ACCEPTED:  
CITY OF MOUNTAIN BROOK

BY: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name & Title

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



**WISENER, LLC**

Real Estate Acquisition And  
Engineering Services

January 2, 2022

Sain Associatees  
Attn: Alicia Bailey, P.E.  
Two Perimeter Park South, Suite 500 East  
Birmingham, AL 35243

Re: Estimate for Right-of-Way Acquisition Services  
Project: CMAQ-3718(251)  
Sidewalk Project Pine Ridge Road  
City of Mtn. Brook

Dear Ms. Bailey:

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:

Donation Requests- We will negotiate with property owners requesting that they donate the easements using approved ALDOT forms and procedures

*If donations are unsuccessful, the following will be necessary:*

Appraisal- 40 Appraisals - Appraisal will be completed in accordance to State and Federal guidelines as a before and after report and following USPAP.

Appraisal Reviews- 40 tracts- The appraisal reviewer will follow guidelines as set out in the State and Federal guidelines as well as USPAP.

Negotiations (40 tracts)

Negotiations with the property owners of this project using appropriate State and Federal guidelines.

Project Management

Coordination between City & State

Coordination between project and design consultant on row issues

We have estimated our fees to provide the above services and those fees are broken down on the second page of this proposal. 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 appraisals for court or expert witness fees, title searches or closing costs. If it is determined that these services will be needed, we can add them in a supplemental agreement.

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



## BREAKDOWN OF FEES

Donation Requests- 40 tracts @ \$500 per Tract = \$20,000

### IF DONATIONS ARE NOT GIVEN:

Appraisal, appraisal review, negotiations and project management:

Total \$3,500 per tract for those tracts that did not donate

# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

### Rates:

Principal .....	\$210.00 - \$300.00 per Hour
Engineer/Planner .....	\$105.00 - \$160.00 per Hour
Senior Engineer .....	\$165.00 - \$230.00 per Hour
GIS Professional .....	\$130.00 - \$150.00 per Hour
Designer .....	\$95.00 - \$140.00 per Hour
Surveyor .....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person) .....	\$110.00 per Hour
Survey Crew (1-Person + Robot) .....	\$165.00 per Hour
Survey Crew (2-Person) .....	\$190.00 per Hour
Survey Crew (3-Person) .....	\$240.00 per Hour
Survey Per Diem .....	\$170.00 per person per Night
Administrative Support .....	\$65.00 - \$98.00 per Hour

### Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

### Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

### AI Immigration Law Compliance

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.

### Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

### Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

### Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

### Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

### Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

### Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

### Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

### Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.



# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

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### **Unforeseen Conditions and Occurrences**

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

### **Use of Electronic Media**

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

### **Limitation of Remedies**

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

### **Consultant's Choice of Arbitration or Court**

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

### **Indemnification**

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

### **Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### **Termination of Contract**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

### **Ownership of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

### **Third Parties**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

### **Consequential Damages Waiver**

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

### **Conflicting or Inconsistent Terms/Severability**

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023





**SAIN**  
ASSOCIATES

August 9, 2023

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

Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
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SUBJECT: Supplement services on Pine Ridge Road sidewalk  
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In addition, during the environmental phase, it was discovered that some of the existing retaining walls are considered of significance to the historical nature of the property. Through discussions with ALDOT, Sain understands the existing walls can be removed and replaced. For the new walls, a concrete wall will be installed with a stone façade and battered face. Since these will be non-standard walls, a structural engineer will be contracted to prepare a detail which will be submitted to ALDOT for review and approval.

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### Scope of Services

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The original contract was based on a combination Plan in Hand and PS&E submittal and review. However, based on the detail and the amount of right of way and easements needed for the project, it has been determined by ALDOT that 2 separate reviews will be required: a Plan in Hand review and a PS&E review. As part of this supplement, we have accounted for an additional submittal, review meeting, and time for addressing the additional review comments.

For additional drainage impacts related to the replacement of existing cross drains, Sain will analyze the existing cross drains, evaluate downstream conditions at the outfalls, and update the plans and cross sections to reflect the additional survey and design changes.

Sain will contract with Structural Design Group to prepare a signed and sealed detail for the required retaining walls for the project, which will consist of concrete walls with a stone façade. Sain will revise the plans to include the retaining wall details.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: lighting and landscaping, sanitary sewer or water design, all other exclusions from the original contract.

Fees

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

Environmental Document .....	Lump Sum \$4,896
Field Survey .....	Lump Sum \$29,779
Right of Way.....	Hourly not to exceed budget of \$235,647
Design Plans .....	Lump Sum \$58,418
Total Estimated Budget.....	\$328,740

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

Procedures for Changes in Scope of Work

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

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the

Pine Ridge Road sidewalk  
City of Mountain Brook  
August 9, 2023  
Page 4



schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Schedule

Design plans have been submitted to ALDOT for Plan-in-Hand review and a Plan-in-Hand review has been held. Comments from that review are currently being addressed and right of way and easement acquisition limits are being confirmed. Upon receiving approval of this supplement from the City and ALDOT, Sain will prepare the required right of way map within 3 weeks and submit to ALDOT for review. Following approval of the map, we will move forward with sketches and the donation request process. The timeframe required for appraisals and acquisitions will vary depending on the number of property owners that are willing to donate.

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

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.  
Infrastructure Team Leader/Associate  
AL No. 32400

Enclosures:  
Proposal from Wisener LLC  
Sain Terms & Conditions (sch. 2023)

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

\_\_\_\_\_  
Signature of Authorized Representative

Date: 8/9/23

ACCEPTED:  
CITY OF MOUNTAIN BROOK

BY: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name & Title

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



**WISENER, LLC**

Real Estate Acquisition And  
Engineering Services

January 2, 2022

Sain Associatees  
Attn: Alicia Bailey, P.E.  
Two Perimeter Park South, Suite 500 East  
Birmingham, AL 35243

Re: Estimate for Right-of-Way Acquisition Services  
Project: CMAQ-3718(251)  
Sidewalk Project Pine Ridge Road  
City of Mtn. Brook

Dear Ms. Bailey:

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:

Donation Requests- We will negotiate with property owners requesting that they donate the easements using approved ALDOT forms and procedures

*If donations are unsuccessful, the following will be necessary:*

Appraisal- 40 Appraisals - Appraisal will be completed in accordance to State and Federal guidelines as a before and after report and following USPAP.

Appraisal Reviews- 40 tracts- The appraisal reviewer will follow guidelines as set out in the State and Federal guidelines as well as USPAP.

Negotiations (40 tracts)

Negotiations with the property owners of this project using appropriate State and Federal guidelines.

Project Management

Coordination between City & State

Coordination between project and design consultant on row issues

We have estimated our fees to provide the above services and those fees are broken down on the second page of this proposal. 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 appraisals for court or expert witness fees, title searches or closing costs. If it is determined that these services will be needed, we can add them in a supplemental agreement.

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



## BREAKDOWN OF FEES

Donation Requests- 40 tracts @ \$500 per Tract = \$20,000

### IF DONATIONS ARE NOT GIVEN:

Appraisal, appraisal review, negotiations and project management:

Total \$3,500 per tract for those tracts that did not donate

# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

### Rates:

Principal.....	\$210.00 - \$300.00 per Hour
Engineer/Planner.....	\$105.00 - \$160.00 per Hour
Senior Engineer.....	\$165.00 - \$230.00 per Hour
GIS Professional.....	\$130.00 - \$150.00 per Hour
Designer.....	\$95.00 - \$140.00 per Hour
Surveyor.....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person).....	\$110.00 per Hour
Survey Crew (1-Person + Robot).....	\$165.00 per Hour
Survey Crew (2-Person).....	\$190.00 per Hour
Survey Crew (3-Person).....	\$240.00 per Hour
Survey Per Diem.....	\$170.00 per person per Night
Administrative Support.....	\$65.00 - \$98.00 per Hour

### Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

### Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

### AI Immigration Law Compliance

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.

### Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

### Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

### Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

### Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

### Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

### Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

### Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

### Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.



# SAIN ASSOCIATES, INC.

## TERMS AND CONDITIONS

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### **Unforeseen Conditions and Occurrences**

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

### **Use of Electronic Media**

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

### **Limitation of Remedies**

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

### **Consultant's Choice of Arbitration or Court**

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

### **Indemnification**

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

### **Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

### **Termination of Contract**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

### **Ownership of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

### **Third Parties**

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

### **Consequential Damages Waiver**

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

### **Conflicting or Inconsistent Terms/Severability**

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023





**Project No.** CMAQ-3718( )  
**County** Jefferson  
**Description** Sidewalks along Pine Ridge Road  
**Scope of Work** Grade, Drain, Sidewalk  
**Project Length** 1.05 Miles  
**Consultant** Sain Associates

<b>CORRIDOR STUDY</b>	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
<b>Task A: Preliminary Corridor Investigation</b>					
A-1 Obtain & Study State Supplied Maps	0.00	0.00	0.00	0.00	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.00	0.00	0.00	0.00
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.00	0.00	0.00	0.00	0.00
A-4 Develop General Design Criteria for Each Reasonable Alternate	0.00	0.00	0.00	0.00	0.00
A-5 Perform a Capacity Analysis for Each Design Alternate	0.00	0.00	0.00	0.00	0.00
A-6 Develop Study Report and Present to State and FHWA	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 A Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Task B: Alternative Upgrading Studies</b>					
B-1 Develop and Study Preliminary Alternate Designs to Determine Feasibility	0.00	0.00	0.00	0.00	0.00
B-2 Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	0.00	0.00	0.00	0.00	0.00
B-3 Conduct Environmental Studies/Develop Alternative Matrix	0.00	0.00	0.00	0.00	0.00
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	0.00	0.00	0.00	0.00	0.00
B-4A Prepare and send sketches and letters to additional affected property owners	1.00	2.25	0.00	0.00	0.50
B-5 Review Feasible Alternates & Prepare Environmental Assessment	0.00	0.00	0.00	0.00	0.00
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments	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>1.00</b>	<b>2.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.50</b>
<b>Task C: Engineering Analysis on Selected Alternative</b>					
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report	0.00	0.00	0.00	0.00	0.00
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>Task C Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>	<b>1.00</b>	<b>2.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.50</b>

<b>Project No.</b>	CMAQ-3718( )
<b>County</b>	Jefferson
<b>Description</b>	Sidewalks along Pine Ridge Road
<b>Scope of Work</b>	Grade, Drain, Sidewalk
<b>Project Length</b>	1.05 Miles
<b>Consultant</b> Sain Associates	
<b>Fee Proposal (Corridor Study)</b>	

**PERSONNEL COST**

	Man-days	x	Daily Rate	
Project Manager (10% of Eng. & Env.)	0.10	\$	490.24	\$ 49.02
Engineer	1.00	\$	523.92	\$ 523.92
Engineering Technician/CADD	2.25	\$	377.12	\$ 848.52
Environmental	0.00	\$	535.88	\$ -
Environmental Technician	0.00	\$	376.32	\$ -
Clerical	0.50	\$	173.20	\$ 86.60
<b>Total Direct Labor</b>				\$ 1,508.06
Combined Overhead (%)	195.00			\$ 2,940.72
Out-of-Pocket Expenses**				\$ -
<b>Sub-Total</b>				\$ 4,448.78
Operating Margin (10%)				\$ 444.88
<b>Sub-Total</b>				\$ 4,893.66
<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>				\$ 4,893.66
Facilities Capital Cost of Money (% of Direct Labor)	0.16			\$ 2.41
<b>TOTAL FEE</b>				\$ 4,896.07

\*\*See Grand Total Fee sheet

**Project No.** CMAQ-3718( )  
**County** Jefferson  
**Description** Sidewalks along Pine Ridge Road  
**Scope of Work** Grade, Drain, Sidewalk  
**Project Length** 1.05 Miles  
**Consultant** Sain Associates

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

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
<b>Total Mileage Cost</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>Total Travel Cost</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>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>\$ -</b>
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**Comments:**

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

<p><b>Project No.</b> CMAQ-3718( )</p> <p><b>County</b> Jefferson</p> <p><b>Description</b> Sidewalks along Pine Ridge Road</p> <p><b>Scope of Work</b> Grade, Drain, Sidewalk</p> <p><b>Project Length</b> 1.05 Miles</p> <p><b>Consultant</b> Sain Associates</p>
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FIELD SURVEY	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	0.25	0.00	0.00
A-2 Contact Property Owners	0.50	0.00	0.00	0.25
A-3 Perform Basic Control Survey	0.00	0.50	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	0.00
<b>Task A Totals</b>	<b>0.50</b>	<b>0.75</b>	<b>0.00</b>	<b>0.25</b>
<b>Task B: Project Alignment and Profile</b>				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	0.00	0.00	0.00
B-3 Obtain Topographic Data	0.25	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
	0.00	0.00	0.00	0.00
<b>Task B Totals</b>	<b>0.25</b>	<b>2.00</b>	<b>1.00</b>	<b>0.00</b>
<b>Task C: Supplemental Control Surveys and Data Gathering</b>				
C-1 Traverse Cross-Roads and Railroads	0.00	0.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00



FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task C Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Task D: Utility Surveys, Drainage Sections and Compilation of Data</b>				
D-1 Identify/Locate Utilities	0.13	0.25	0.13	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	0.50	1.00	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.00	0.00	0.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.13	0.00	0.13	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.25	0.00	0.25	0.00
	0.00	0.00	0.00	0.00
Staking of Acquired ROW and Easements	1.50	7.00	1.00	0.00
<b>Task D Totals</b>	<b>2.51</b>	<b>8.25</b>	<b>1.51</b>	<b>0.00</b>
<b>TOTALS</b>	<b>3.26</b>	<b>11.00</b>	<b>2.51</b>	<b>0.25</b>

<b>Project No.</b>	CMAQ-3718( )
<b>County</b>	Jefferson
<b>Description</b>	Sidewalks along Pine Ridge Road
<b>Scope of Work</b>	Grade, Drain, Sidewalk
<b>Project Length</b>	1.05 Miles
<b>Consultant</b>	Sain Associates
<b>Fee Proposal (Field Survey)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of PLS)	0.33	\$ 490.24	\$ 161.78
PLS	3.26	\$ 430.36	\$ 1,402.97
Survey Crew (see man-day sheet)	11.00	\$ 601.60	\$ 6,617.60
Engineering Technician/CADD	2.51	\$ 377.12	\$ 946.57
Clerical	0.25	\$ 173.20	\$ 43.30
<b>Total Direct Labor</b>			\$ 9,172.22
Combined Overhead (%)	195.00		\$ 17,885.83
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ 27,058.05
Operating Margin (10%)			\$ 2,705.81
<b>Sub-Total</b>			\$ 29,763.86
<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>			\$ 29,763.86
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 14.68
<b>TOTAL FEE</b>			\$ 29,778.54

**Project No.** CMAQ-3718( )  
**County** Jefferson  
**Description** Sidewalks along Pine Ridge Road  
**Scope of Work** Grade, Drain, Sidewalk  
**Project Length** 1.05 Miles  
**Consultant** Sain Associates

**Out-of-pocket Expenses (Field Survey)**

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
<b>Total Mileage Cost</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>Total Travel Cost</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>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>\$ -</b>
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**Comments:**

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

<b>Project No.</b>	CMAQ-3718( )
<b>County</b>	Jefferson
<b>Description</b>	Sidewalks along Pine Ridge Road
<b>Scope of Work</b>	Grade, Drain, Sidewalk
<b>Project Length</b>	1.05 Miles
<b>Consultant</b>	Sain Associates

**Supporting Documentation for ROW Fee Proposal**

<b>Date of Research</b>	<b>Parcel Tax ID #</b>	<b># of Tracts</b>
7/26/2023	28 00 09 2 001 006.000	1
7/26/2023	28 00 09 2 001 007.000	1
7/26/2023	28 00 09 2 001 009.000	1
7/26/2023	28 00 09 2 001 009.002	1
7/26/2023	28 00 09 1 003 009.000	1
7/26/2023	28 00 09 2 001 010.000	1
7/26/2023	28 00 04 3 011 017.000	1
7/26/2023	28 00 04 3 011 018.000	1
7/26/2023	28 00 04 3 011 019.000	1
7/26/2023	28 00 04 3 011 020.000	1
7/26/2023	28 00 04 4 004 006.000	1
7/26/2023	28 00 04 4 004 007.000	1
7/26/2023	28 00 04 4 004 008.003	1
7/26/2023	28 00 04 4 001 009.001	1
7/26/2023	28 00 04 4 004 008.001	1
7/26/2023	28 00 04 4 004 008.002	1
7/26/2023	28 00 04 4 001 008.001	1
7/26/2023	28 00 04 4 002 022.000	1
7/26/2023	28 00 04 4 002 023.000	1
7/26/2023	28 00 04 4 002 024.000	1
7/26/2023	28 00 04 4 001 006.001	1
7/26/2023	28 00 04 4 001 006.002	1
7/26/2023	28 00 04 4 002 025.000	1
7/26/2023	28 00 04 4 002 026.000	1
7/26/2023	28 00 04 4 001 005.001	1
7/26/2023	28 00 04 4 001 004.000	1
7/26/2023	28 00 04 4 002 027.000	1
7/26/2023	28 00 04 4 002 031.000	1
7/26/2023	28 00 04 4 002 032.000	1
7/26/2023	28 00 04 1 011 035.000	1
7/26/2023	28 00 04 1 011 035.001	1
7/26/2023	28 00 04 1 011 036.000	1
7/26/2023	28 00 04 1 011 038.000	1
7/26/2023	28 00 04 1 011 038.001	1
7/26/2023	28 00 04 1 011 039.000	1
7/26/2023	28 00 04 1 011 040.000	1
7/26/2023	28 00 09 2 007 001.000	1
<b>Total Tracts:</b>		<b>37</b>



**Project No.** CMAQ-3718( )  
**County** Jefferson  
**Description** Sidewalks along Pine Ridge Road  
**Scope of Work** Grade, Drain, Sidewalk  
**Project Length** 1.05 Miles  
  
**Consultant** Sain Associates

ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
	<b>Estimated number of tracts= 37</b>		
Task A: Right-of-Way Map	2.00	6.00	0.50
Task B: Tract Sketches	4.00	18.00	2.00
Task C: Deeds	16.00	6.00	2.00
	0.00	0.00	0.00
	0.00	0.00	0.00
<b>TOTALS</b>	<b>22.00</b>	<b>30.00</b>	<b>4.50</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>	CMAQ-3718( )
<b>County</b>	Jefferson
<b>Description</b>	Sidewalks along Pine Ridge Road
<b>Scope of Work</b>	Grade, Drain, Sidewalk
<b>Project Length</b>	1.05 Miles
<b>Consultant</b>	Sain Associates
<b>Fee Proposal (ROW Map, Tract Sketches &amp; Deeds)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	2.20	\$ 490.24	\$ 1,078.53
Engineer	22.00	\$ 523.92	\$ 11,526.24
Engineering Technician/CADD	30.00	\$ 377.12	\$ 11,313.60
Clerical	4.50	\$ 173.20	\$ 779.40
<b>Total Direct Labor</b>			\$ 24,697.77
Combined Overhead (%)	195.00		\$ 48,160.65
Out-of-Pocket Expenses**			\$ 57.52
<b>Sub-Total</b>			\$ 72,915.94
Operating Margin (10%)			\$ 7,291.59
<b>Sub-Total</b>			\$ 80,207.53
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Wisener, LLC (37 tracts at \$500/tract) for donation request			\$ 18,500.00
Wisener, LLC (37 tracts at \$3500/tract) for acquisition if not donated			\$ 129,500.00
			\$ -
Subconsultant Administration Expense (5%)			\$ 7,400.00
<b>Sub-Total</b>			\$ 235,607.53
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 39.52
<b>TOTAL FEE</b>			\$ 235,647.05

\*\*See Grand Total Fee sheet

**Project No.** CMAQ-3718( )  
**County** Jefferson  
**Description** Sidewalks along Pine Ridge Road  
**Scope of Work** Grade, Drain, Sidewalk  
**Project Length** 1.05 Miles  
  
**Consultant** Sain Associates

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

TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.585	\$	-
	0	0	\$0.585	\$	-
	0	0	\$0.585	\$	-
	0	0	\$0.585	\$	-
<b>Total Mileage Cost</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>Total Travel Cost</b>				\$	-
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Sketches	2	36	72	\$ 0.33	\$ 23.76
Deeds	2	36	72	\$ 0.33	\$ 23.76
Roll Plot	2	1	2	\$ 5.00	\$ 10.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>				\$	<b>57.52</b>
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
<b>Total Out-of-pocket Expenses</b>				\$	<b>57.52</b>

**Comments:**

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



<b>Project Number</b> CMAQ-3718( )	<b>CPMS #</b> _____
<b>County</b> Jefferson	_____
<b>Description</b> Sidewalks along Pine Ridge Road	_____
<b>Scope of work</b> Grade, Drain, Sidewalk	_____
<b>Length</b> 1.05 miles	_____
<b>Consultant</b> Sain Associates	

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.00	0.00	0.07	0.07
INDEX SHEET	1.00	0.07	0.07	0.13	0.13
GEOMETRIC LAYOUT/SURVEY CONTROL	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Project)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (TCP)	1.00	0.07	0.07	0.13	0.13
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	0.00	0.00	0.00	0.00	0.00
<b>TYPICAL SECTIONS</b>					
Main Roadway	2.00	0.13	0.26	0.25	0.50
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.50	0.13	0.07	0.50	0.25
	0.00	0.00	0.00	0.00	0.00
<b>SUMMARY SHEET</b>					
Main Summary	0.00	0.00	0.00	0.00	0.00
<b>SUMMARY BOX SHEETS</b>					
Roadway Drainage (non-culvert)	1.00	0.25	0.25	0.50	0.50
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.25	0.25	0.06	0.25	0.06
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.00	0.00	0.00	0.00	0.00
Removal Items	0.00	0.00	0.00	0.00	0.00
Utility Relocation	0.00	0.00	0.00	0.00	0.00
ROW	1.00	0.25	0.25	0.50	0.50
<b>PLAN &amp; PROFILE</b>					
Main Roadway	3.00	0.25	0.75	0.25	0.75
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	2.00	0.25	0.50	0.75	1.50
Driveway	1.00	0.13	0.13	0.25	0.25

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
<b>PAVING LAYOUT (includes striping)</b>					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>INTERCHANGES</b>					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>TRAFFIC CONTROL</b>					
Sequence of Construction	0.00	0.00	0.00	0.00	0.00
Summary & Items	0.00	0.00	0.00	0.00	0.00
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>SIGNING</b>					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	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>SIGNALIZATION</b>					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>ITS</b>					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>LIGHTING</b>					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
<b>UTILITY SHEETS</b>					
Utility Locations (plan/profile)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>DRAINAGE SECTIONS</b>					
Pipe & Culvert X-Sect./Hydraulic Computations	3.00	1.00	3.00	1.50	4.50
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	1.00	0.13	0.13	0.25	0.25
	0.00	0.00	0.00	0.00	0.00
<b>SOIL SHEETS</b>					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>EROSION CONTROL</b>					
Legend & Sequence	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase I)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase II)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase III)	0.00	0.00	0.00	0.00	0.00
CBMPP & NOI	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>ROADWAY CROSS SECTIONS</b>					
Main Roadway	18.00	0.07	1.26	0.13	2.34
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.07	0.07	0.13	0.13
	0.00	0.00	0.00	0.00	0.00
<b>REVIEW COMMENTS</b>					
30% Review			0.00		0.00
Plan-in-Hand Inspection			2.50		2.50
PS&E Inspection			0.00		0.00
<b>Cost Estimates</b>					
Design Hearing			0.25		0.50
Property owner coord/ROW meetings			5.00		2.00
City coordination/meetings			1.00		1.00
<b>SUB-TOTAL</b>	<b>36.75</b>		<b>15.62</b>		<b>17.86</b>
10% Supervision			1.56		
<b>TOTALS</b>					
	<b>36.75</b>		<b>15.62</b>		<b>17.86</b>

<b>Project No.</b>	CMAQ-3718( )
<b>County</b>	Jefferson
<b>Description</b>	Sidewalks along Pine Ridge Road
<b>Scope of Work</b>	Grade, Drain, Sidewalk
<b>Project Length</b>	1.05 Miles
<b>Consultant</b>	Sain Associates
<b>Fee Proposal (Roadway Plans)</b>	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	1.56	\$ 490.24	\$ 764.77
Engineer	15.62	\$ 523.92	\$ 8,183.63
Engineering Technician/CADD	17.86	\$ 377.12	\$ 6,735.36
Clerical	4.00	\$ 173.20	\$ 692.80
<b>Total Direct Labor</b>			\$ 16,376.56
Combined Overhead (%)	195.00		\$ 31,934.29
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ 48,310.85
Operating Margin (10%)			\$ 4,831.09
<b>Sub-Total</b>			\$ 53,141.94
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Structural Design Group			\$ 5,000.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 250.00
<b>Sub-Total</b>			\$ 58,391.94
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 26.20
<b>TOTAL FEE</b>			\$ 58,418.14

\*\*See Grand Total Fee sheet

**Project No.** CMAQ-3718( )  
**County** Jefferson  
**Description** Sidewalks along Pine Ridge Road  
**Scope of Work** Grade, Drain, Sidewalk  
**Project Length** 1.05 Miles  
  
**Consultant** Sain Associates

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

**TRAVEL COST**

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
<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
	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>\$ -</b>

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

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

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



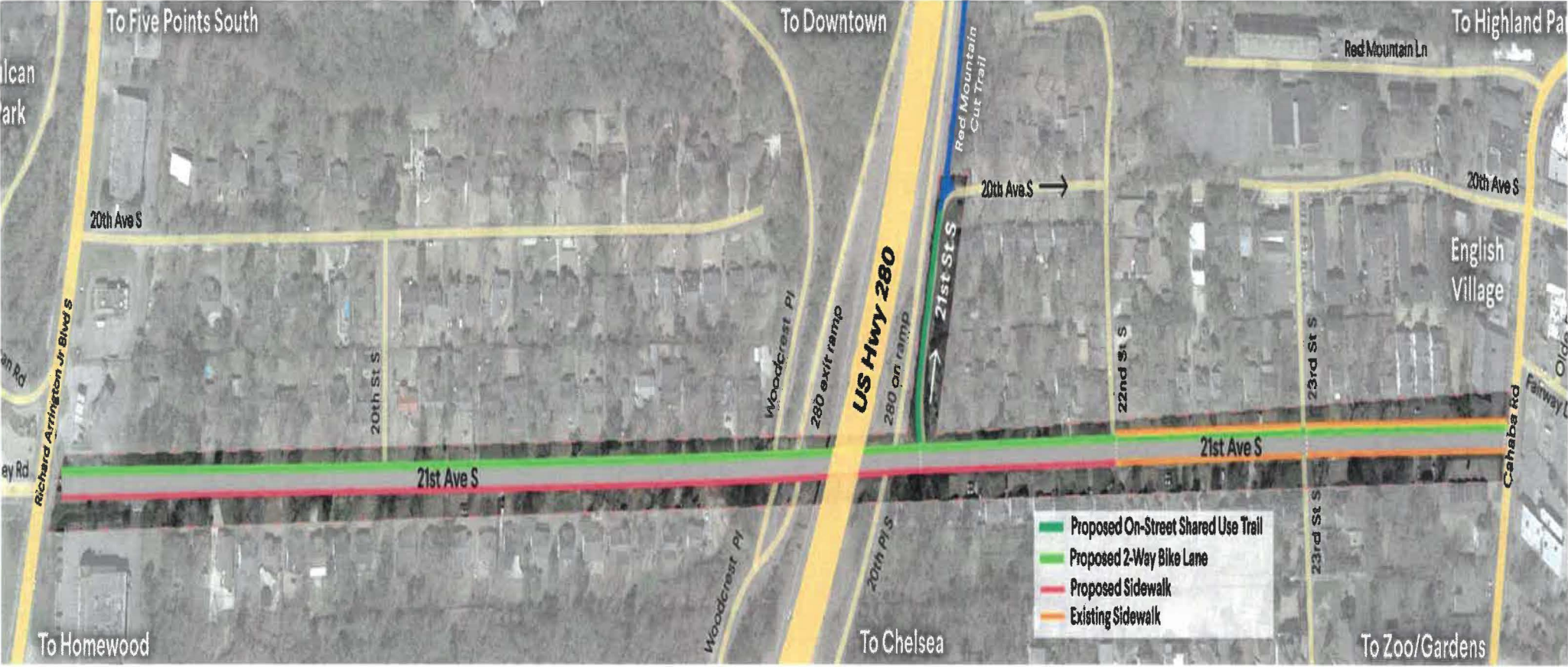
PROPOSED 21<sup>st</sup> AVENUE SOUTH  
IMPROVEMENTS

**BIRMINGHAM, AL**  
AUGUST 2023



# 21<sup>ST</sup> AVENUE SOUTH IMPROVEMENTS BIRMINGHAM, AL

## MASTER PLAN



IMPROVED PEDESTRIAN AND CYCLIST CONNNECTIVTY AND SAFETY.

IMPROVED TRAFFIC CONDITONS TO SLOW AND CALM TRAFFIC.



RED MOUNTAIN EXPRESSWAY

SIDEWALK ADDITIONS

PEDESTRIAN CROSSWALK

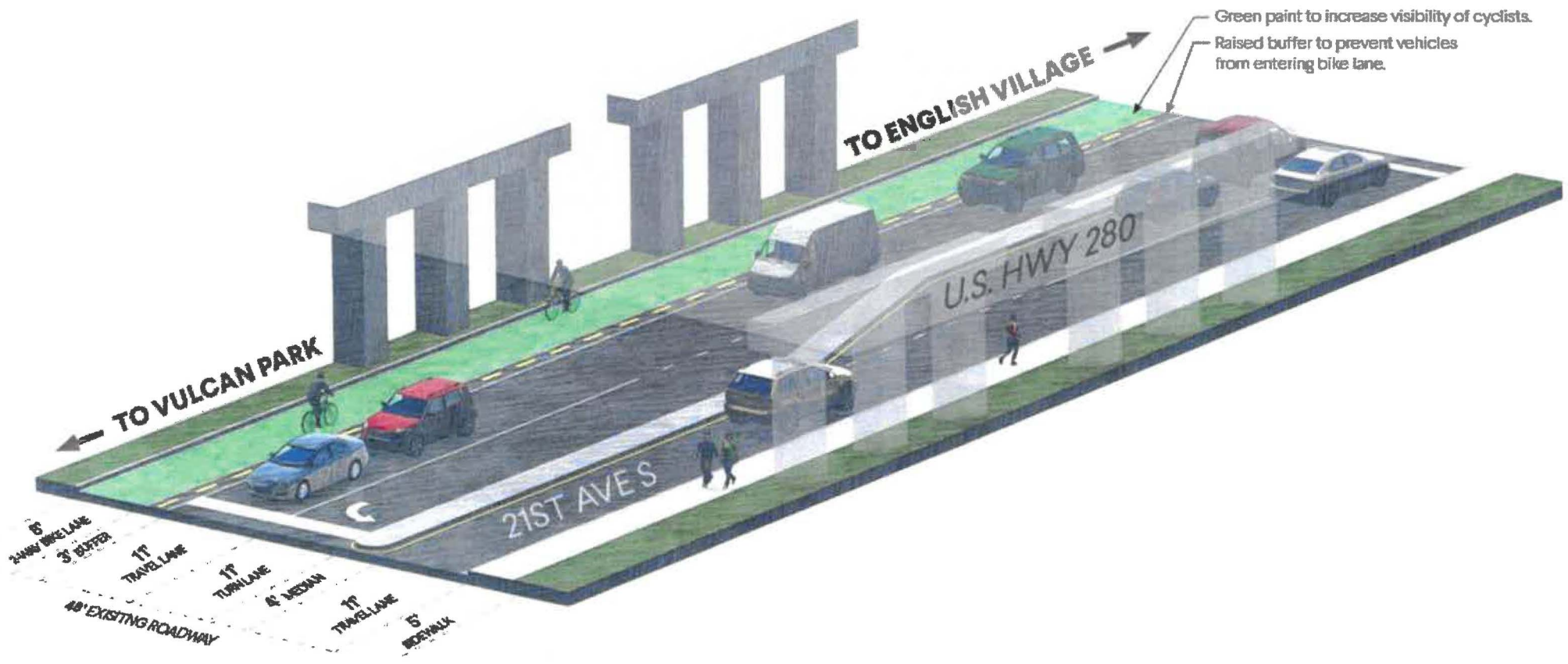
21ST STREET SOUTH TO FUTURE RED MOUNTAIN CUT TRAIL

DEDICATED BIKE LANE

**PROPOSED CONDITONS**  
PERSEPCTIVE VIEW LOOKING TOWARDS HWY 280  
AT INTERSECTION OF 21<sup>ST</sup> AVENUE S AND  
21<sup>ST</sup> STREET SOUTH

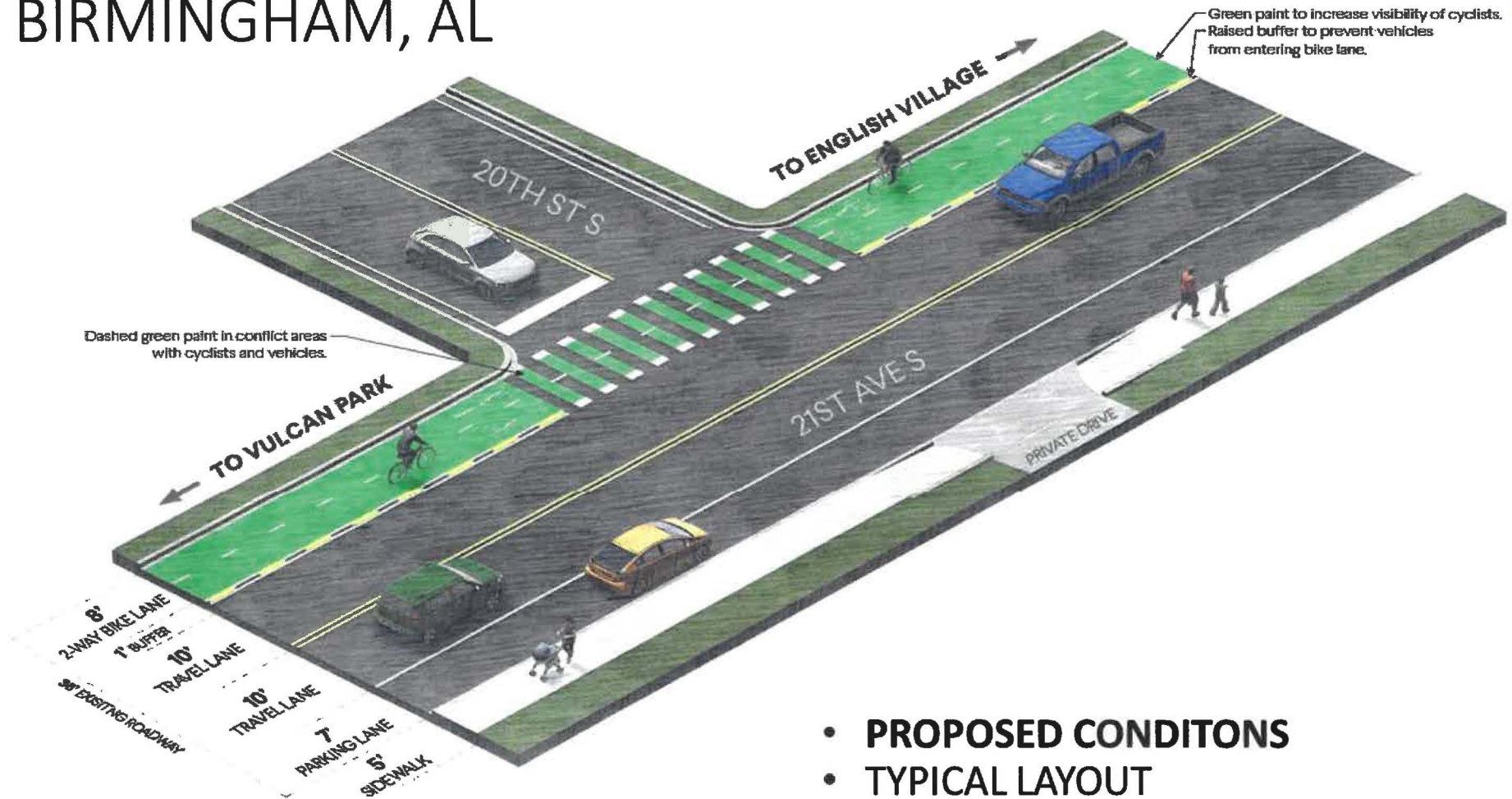
TO ENGLISH VILLAGE





21ST AVENUE SOUTH  
 HWY 280 UNDERPASS IMPROVEMENTS  
 BIRMINGHAM, AL

# 21<sup>ST</sup> AVENUE SOUTH IMPROVEMENTS BIRMINGHAM, AL



- **PROPOSED CONDITIONS**
- **TYPICAL LAYOUT**
- **FROM RICHARD ARRINGTON JR BLVD S TO CAHABA RD**

Diaper  
Row

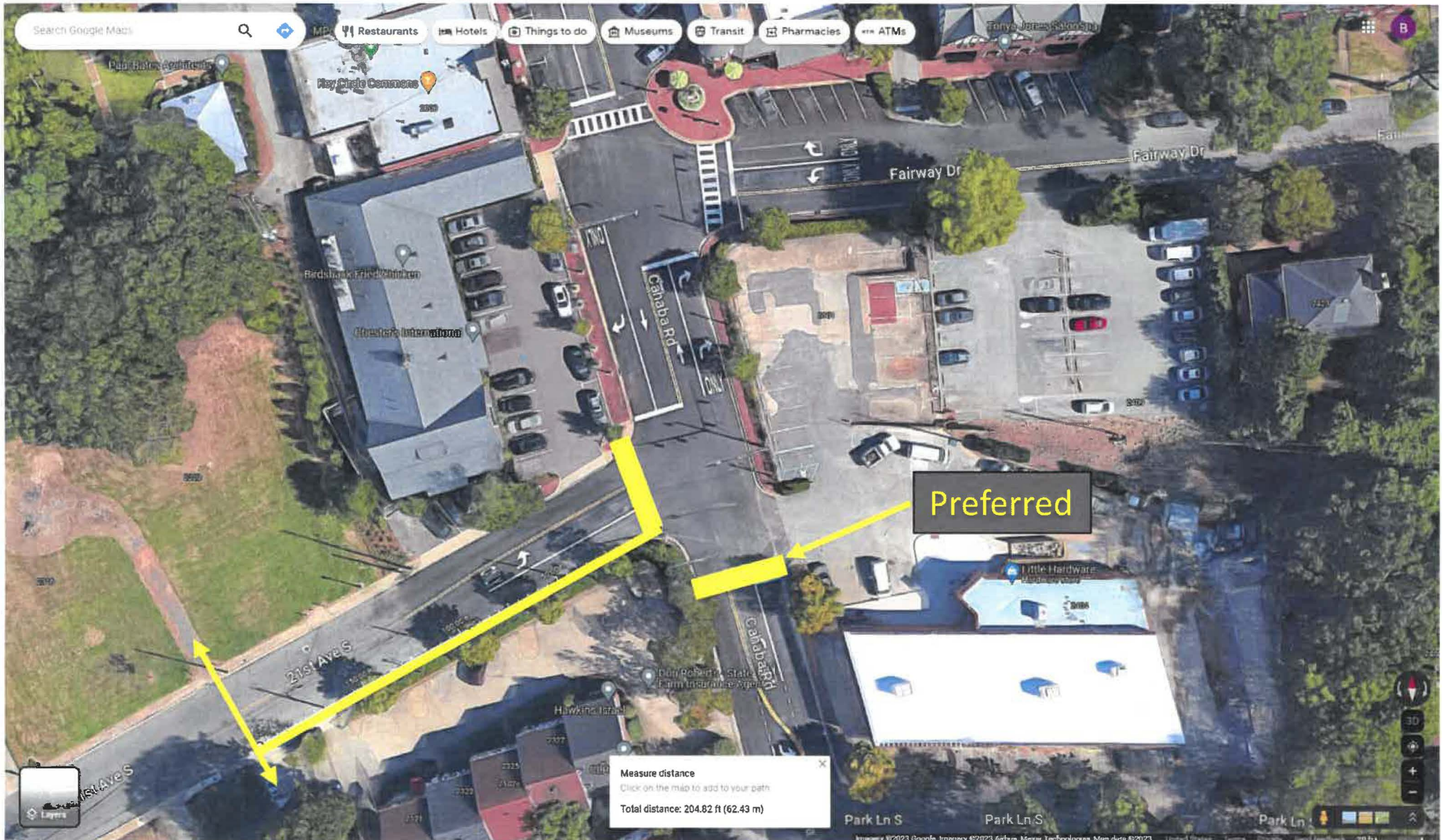
New  
Sidewalk  
Funding

- 4,000' Sidewalk from English Village to RA Jr. Blvd will cost \$1,600,000.
- Source of Funds:
  - Valerie Abbott ARPA - \$300,000
  - Red Mountain Cut Foundation - \$200,000
  - Jefferson County District 5 - \$100,000
  - Mt. Brook & Homewood
  - Foundations
  - City of Birmingham

# Current State at Cahaba Rd and 21<sup>st</sup> Ave S



# Proposed Sidewalk & Crosswalk(s) at Cahaba Rd and 21<sup>st</sup> Ave S



Ask

At the approximate time of construction of 3,800' of new sidewalk by the City of Birmingham along 21<sup>st</sup> Ave South, the City of Mt. Brook will agree to:

1. Construct (or pay for the construction of) 205' of new sidewalk on the south side of 21<sup>st</sup> Ave South.
2. Construct (or pay for) a pedestrian crosswalk solution bridging Cahaba Road in English Village.
3. Contribute \$25,000 towards the construction of 3,800' of sidewalk in Birmingham.



**CITY OF MOUNTAIN BROOK**

**Dana O. Hazen, AICP**  
**Director of Planning, Building & Sustainability**  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205/802-3816  
Fax: 205.879.6913  
hazend@mtnbrook.org  
www.mtnbrook.org

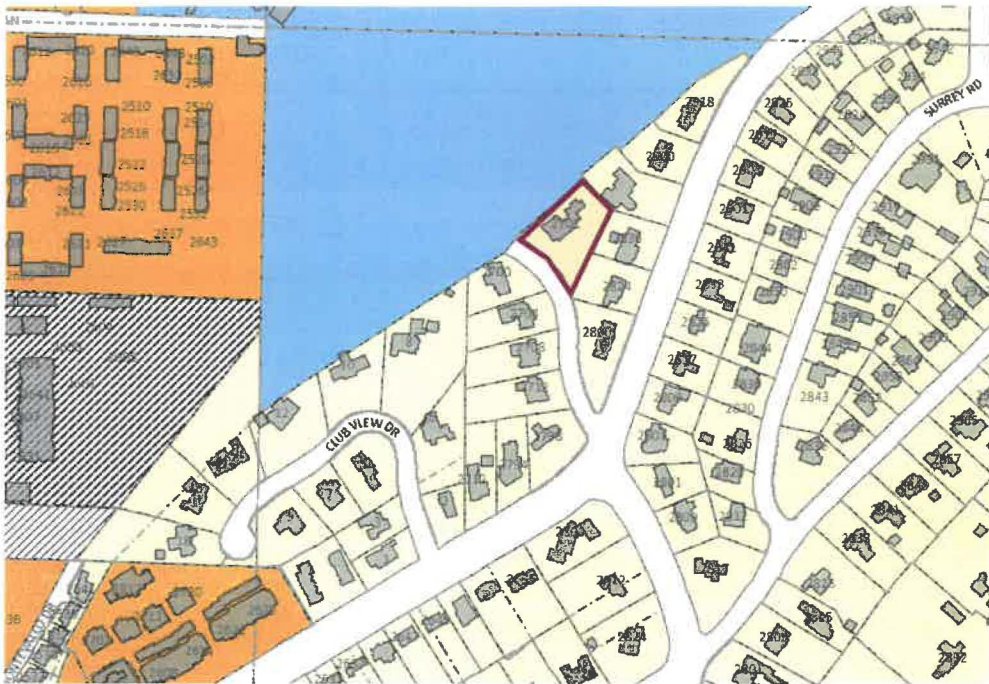
DATE: August 14, 2023

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: ROW Encroachment Agreement – 2701 Overhill Road

See attached applicant explanation, street view, and site plan; proposing the installation of split-rail fencing along both sides of the driveway, in order to help direct delivery trucks that are turning around in the driveway.



THIS INSTRUMENT PREPARED BY:

CT Dodge  
\_\_\_\_\_  
\_\_\_\_\_

JEFFERSON COUNTY }  
STATE OF ALABAMA }

**RIGHT-OF-WAY ENCROACHMENT AGREEMENT**

This **Right of Way Encroachment License Agreement** (the "Agreement") is entered this 7<sup>th</sup> day of August 2023 by and between the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter the "City" or "Licensor"), and CT Dodge and Florence S. Dodge (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

**WITNESSETH:**

**WHEREAS**, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 2701 Overhill Rd, Mountain Brook, AL 35223  
Parcel ID #: 28 00 08 1 003 014.000  
Legal Description Lot 7, Park in the Pines  
\_\_\_\_\_  
\_\_\_\_\_

(the "Property");

**WHEREAS**, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

**WHEREAS**, the Licensee desires to install and maintain a fence at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

**WHEREAS**, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

**WHEREAS**, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.



**NOW, THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:  
City of Mountain Brook, Alabama  
Attention: City Manager  
56 Church Street  
Mountain Brook, AL 35213

To the Licensee:  
*CT & Florence S. Dodge*  
*2701 Overhill Rd*  
*Mt. Brook, AL 35223*

Notices shall be deemed given upon receipt or refusal of delivery.

#### 11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

**CITY OF MOUNTAIN BROOK, ALABAMA**

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

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

**LICENSEE (if individual)**

*C. T. Dodge*  
\_\_\_\_\_

**LICENSEE (if individual)**

*Florence S. Dodge*  
\_\_\_\_\_

**LICENSEE (if entity)**

\_\_\_\_\_  
Name of Entity  
By: \_\_\_\_\_

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

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Charles T Dodge whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 7<sup>th</sup> day of August, 2023.

[Signature]  
NOTARY PUBLIC  
My Commission expires: 9/9/25



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Florence S Dodge whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 7<sup>th</sup> day of August, 2023.

[Signature]  
NOTARY PUBLIC  
My Commission expires: 9/9/25



STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

(For Use if Licensee is Entity)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed same voluntarily for and as the act of said entity.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

Aug 2014

**EXHIBIT A – DEPICTION OF ENCROACHMENT AREA**

See attached.

*2 attachments*

August 7, 2023

**MEMORANDUM**

**TO:** City of Mountain Brook

**FROM:** C. T. and Florence S. Dodge

**RE:** REQUEST TO ERECT FENCE IN PUBLIC RIGHT OF WAY

---

Our driveway at 2701 Overhill Road, 35223, being at the dead-end of Overhill Road, serves as a turn-around for trucks and other vehicles.

Often as they back into our driveway they run off the pavement, running over our driveway lights and brick soldier course. Two of our driveway lights have recently been knocked down and damaged (see photo of one light below).



The proposed split rail fence would give drivers a visual aid that would allow them to stay on the paved portion of the drive.

We understand that the normal setback for a fence would be approximately 15 feet, but that would be so far up the drive it would not serve the purpose of guiding drivers as they turn around in the driveway.

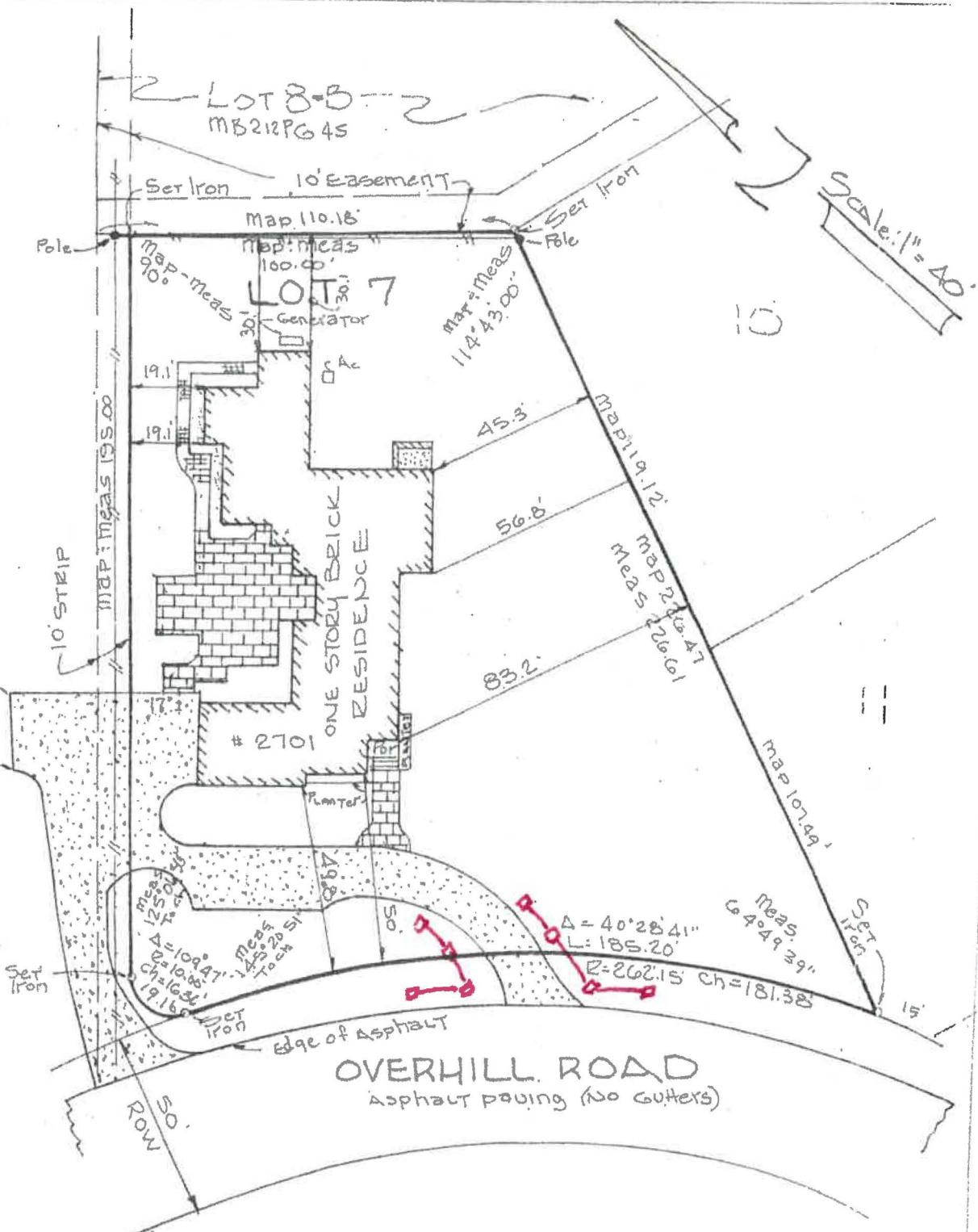
The photo below shows in yellow the approximate location of the two fences which would be split rail, two rails high, with one 10-foot section along the street on either side of the drive and two 10-foot sections along the driveway itself (i.e., a total of 3 sections per fence).



The attached survey of our property shows in red the approximate location of the two fences.

**LEGEND**

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- X FENCE
- POWER LINE
- PVMT PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- GLGT LIGHT
- COV COVERED
- DECK DECK
- CONCRETE CONCRETE
- WALL WALL



Two split rail fences with three sections each on either side of driveway entrance.



**Teresa Bradley**

---

**From:** Joshua Reeser <JReeser@wbcci.com>  
**Sent:** Thursday, July 27, 2023 9:56 AM  
**To:** Dick Shea; Bill Shea  
**Cc:** Chris Brown  
**Subject:** Mt Brooke additional work proposal  
**Attachments:** MORRIS SHEA PROPOSAL.pdf

Per our conversations, see attached

**Joshua Reeser**  
**Project Manager**  
Wright Brothers Construction Company, Inc.  
M: 423-650-8207; F: 423-336-2079  
[jreeser@wbcci.com](mailto:jreeser@wbcci.com)



Shea to Pay  
1/2 of this costs?





Date: 7/27/23  
 Dick Shea  
 Morris-Shea Bridge Company

Reference: Mt Brook Ball Park; Additional Work

Dear Mr. Shea:

Wright Brothers Construction Company Inc is pleased to provide this proposal for additional work at the Mt Brook High School ballpark. Our total for this Change Order for this item is **\$263,610.62**. This proposal is for the following:

ITEM #	DESCRIPTION	UNITS	UNIT TYPE	UNIT RATE	TOTAL
1	6" compacted Type B 825 Base Stone	2800	TONS	\$ 35.00	\$ 98,000.00
2	2" Lower Binder Asphalt	6622	SY	\$ 15.21	\$ 100,720.62
3	Type 4 Gutter Along Btm Slope	350	LF	\$ 12.00	\$ 4,200.00
4	Box extension/ P3 inlet	1	LS	\$3,000.00	\$ 3,000.00
5	Striping; Parking Spaces *****	1	LS	\$3,000.00	\$ 3,000.00
6	ALDOT Fence	400	LF	\$ 27.00	\$ 10,800.00
7	Steel Guardrail Class A Type 25	750	LF	\$ 35.00	\$ 26,250.00
8	Guardrail End Treatment ( Half Round)	2	EA	\$ 220.00	\$ 440.00
9	Schoel;Prelim Design Parking Area	1	LS	\$6,500.00	\$ 6,500.00
10	Schoel;Topography Survey	1	LS	\$5,700.00	\$ 5,700.00
11	Final Seeding	1	LS	\$2,500.00	\$ 2,500.00
12	S2 Slope Netting	1	LS	\$2,500.00	\$ 2,500.00
				<b>TOTAL</b>	<b>\$ 263,610.62</b>

\*\*\*\*Paving pricing is based on estimation only. Price may change due to Schoel final parking area design.

**Inclusions**

This proposal is good for 30 days from the above date

This change order is based on quantities developed by Wright Brothers and Morris Shea

Above proposal is based on the survey provided by Schoel Engineering on July 11, 2023

Wright Brothers and subcontractors will provide all labor, equipment, and materials to fulfill this Proposal.

This price does not include permits, testing, or the cost of a third-party inspector.

This price includes all the items listed above.

This proposal will be made part of any agreement between Wright Brothers and Morris-Shea

Wright Brothers reserves the right to change bid pricing upon any changes that may occur.

This proposal includes all applicable sales tax.

**Exclusions**

Does not include communication conduit or any other utility installations.

Does not include third party utility locates.

Does not include as-builts of final product.

Does not include as-builts for Jefferson County Environmental Services

Payment and Performance Bond is not included.

Does not include costs for Builders Risk Insurance

This proposal excludes Traffic Control

Sincerely,

*Joshua Reeser*

Joshua Reeser

Project Manager

1500 Lauderdale Memorial Highway      P.O. Box 437      Charleston, TN 37310  
Phone (423) 336-2261      Fax (423) 336-2079

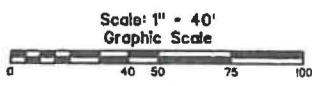
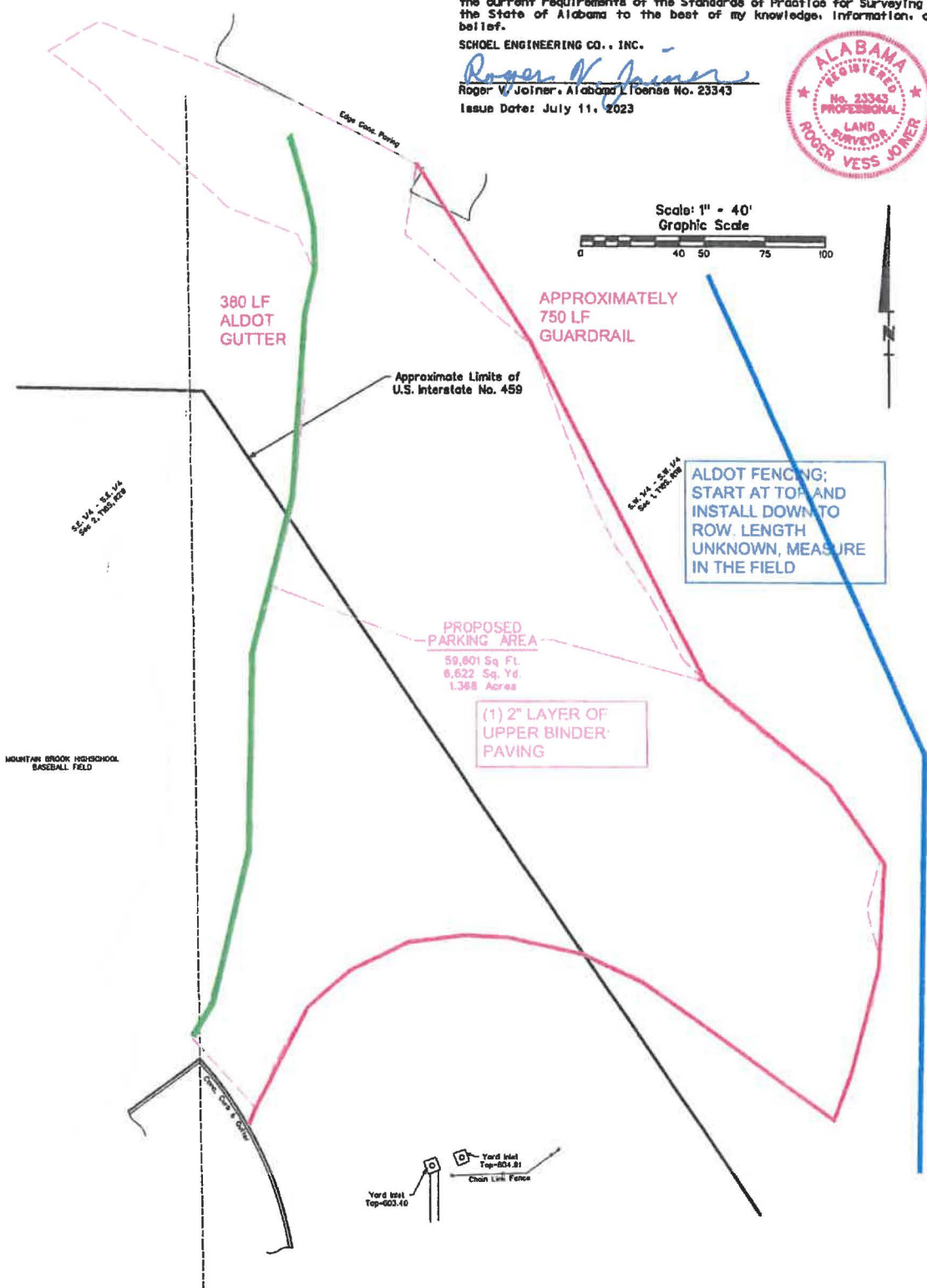
**An Equal Opportunity Employer**

STATE OF ALABAMA  
JEFFERSON COUNTY

I, Roger V. Joiner, a Registered Professional Land Surveyor in the State of Alabama, hereby certify that this survey and drawing of the parcel described hereon, were made by individuals under my supervision, and all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

SCHOEL ENGINEERING CO., INC.

*Roger V. Joiner*  
Roger V. Joiner, Alabama License No. 23343  
Issue Date: July 11, 2023



C:/21/578/Survey/Exhibit/21578\_After Fill Parking Area.dgn

# WASTE AREA AFTER FILL PARKING AREA EXHIBIT

DATE: JULY 2023  
SCALE: 1" = 40'



BIRMINGHAM    HUNTSVILLE    TUSCALOOSA  
SCHILLER