

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 6/13/2013

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Modification No. 1 to Agreement with Johnson & Associates Consulting Engineers, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with Johnson & Associates Consulting Engineers, L.L.C. for Engineering Design Services for Old Highway 20 Widening Improvements Project from Segers Road to County Line Road, Project No. 65-13-RD03, by Modification No. 1

12-1039

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is for additional engineering services for the Old Highway 20 Improvements from Segers Road to County Line Road for a total modification amount of \$5,860.00. Account No. 23-6500-0813-8154

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: \_\_\_\_\_

*Kathy Mendi*

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

revised 3/12/2012

*5-29-13*

*pink*

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **6/13/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification No. 1**

Document Name: **J&A-Old Hwy 20 Imp PH II Project No. 65-13-RD03**

City Obligation Amount: **\$5,860.00**

Total Project Budget: **\$471,591.00**

Uncommitted Account Balance: **0**

Account Number: **23-6500-0813-8154**

## Procurement Agreements

<b>Not Applicable</b>	<b>Not Applicable</b>
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## Grant-Funded Agreements

<b>Not Applicable</b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating	<i>Ruthy Marsie</i>	<i>5/29/13</i>
2) Legal	<i>Mary Clater</i>	<i>6/6/13</i>
3) Finance	<i>[Signature]</i>	<i>6/6/13</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 13-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 1 to the Agreement with Johnson & Associates Consulting Engineers, L.L.C., adopted and approved on the 6th day of December, 2012, by the City Council of the City of Huntsville, Alabama by Resolution No. 12-1039, as attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be and hereby is modified from FOUR HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$465,731.00) to FOUR HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$471,591.00), including this Modification No. 1, an increase of FIVE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS (\$5,860.00). Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement between City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C. for Engineering Design Services for Old Highway 20 Widening Improvements Project from Segers Road to County Line Road, Project No. 65-13-RD03, as adopted by Resolution No. 12-1039 of December 6, 2012" consisting of a total of three (3) pages plus three (3) additional pages consisting of Attachment "A", and the date of June 13, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 13th day of June, 2013.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 13th day of June, 2013.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

STATE OF ALABAMA )  
COUNTY OF MADISON )

Modification No. 1 to Agreement between the City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C. for Engineering Design Services for Old Highway 20 Widening Improvements Project from Segers Road to County Line Road, Project No. 65-13-RD03, as adopted by Resolution No. 12-1039 of December 6, 2012

**THIS IS MODIFICATION NO. 1 TO AN AGREEMENT** entered in on the 6th day of December, 2012, in the amount of FOUR HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$465,731.00). The original Agreement is hereby amended by Modification No. 1 dated June 13, 2013, in the amount of FIVE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 (\$5,860.00) for a revised total contract amount of FOUR HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$471,591.00), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and JOHNSON & ASSOCIATES CONSULTING ENGINEERS, L.L.C., (ENGINEER).

**WITNESSETH**

**WHEREAS**, the firm identified as the ENGINEER to the Agreement dated December 6, 2012, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change for additional engineering services for the Old Highway 20 Improvements from Segers Road to County Line Road.

**WHEREAS**, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. Johnson & Associates Consulting Engineers, L.L.C. will provide for additional engineering services at a time and materials cost not to exceed FIVE THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS (\$5,860.00).

\_\_\_\_\_  
President of the City Council of the City  
of Huntsville, AL  
Date: June 13, 2013

2. Item #1 shall be performed in accordance with the original agreement dated December 6, 2012, and approved by the City Council by Resolution No. 12-1039, and as described in the letter from Wade Shadden to Kathy Martin, dated May 14, 2013, shown as Attachment "A".
3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract.
4. All other terms and conditions remain unchanged.

**IN WITNESS WHEREOF**, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,  
a municipal corporation

By: \_\_\_\_\_  
Tommy Battle  
Its Mayor

ATTEST:

\_\_\_\_\_  
Charles E. Hagood  
City Clerk-Treasurer

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ENGINEER: JOHNSON & ASSOCIATES  
CONSULTING ENGINEERS, L.L.C.

By: Nathan Johnson

ATTEST:

Ranexa Carter

STATE OF ALABAMA    )  
COUNTY OF MADISON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Nathan Johnson, as President, 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, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the 3<sup>rd</sup> day of June, 2013.

Yvonne cd Hollingsworth  
Notary Public  
My Commission Expires: 3/28/15

**ATTACHMENT "A"**



May 14, 2013  
**REVISED**

*KM*  
Ms. Kathy Martin, P.E.  
City Engineer  
City of Huntsville  
P. O. Box 308  
Huntsville, AL 35801

ATTN: Mr. Chris McNeese

*LD*  
*5-21-13*

**RE: Project No. 65-13-RD03  
(Supplemental No. 1) to Revise ROW Surveys, Legals & Reset Corners  
Old Highway 20 Widening Improvements Phase 2  
From West of Segers Road to County Line Road  
City of Huntsville, AL**

Mr. McNeese:

Enclosed you will find a supplemental request to revise the Right-of-Way map, tract sketches and acquisition deeds. The original documents were prepared to include all improvements within acquired Rights-of-Way to meet ALDOT criteria. All of the original documents were prepared in accordance with contract and submitted prior to the December 25, 2012 deadline which was required by the contract. The original contract indicated that there would only be 18 ROW takings. Based on the revisions requested in March-April, 2013, there will be at least 36 takings due to the ROW and Easement takings for each parcel. In addition, the City of Huntsville has mandated the Right-of Way line be set at a 60' offset from the construction centerline and a Permanent Utility and Drainage Easement will encompass improvements that fall outside the acquired Right-of-Way.

The tasks associated with this request include revising the original tract sketches for Right-of-Way to indicate the new location and preparing a new tract sketch for the Permanent Easements to be acquired. The legal descriptions will be revised to describe the Right-of-Way and Easement takings. Additionally the Right-of-Way Map will be updated to reflect the necessary revisions. All property corners that were set in December 2012 will have to be pulled up and new corners established for each parcel and wooden stakes set at each easement limit.

Attached is a spreadsheet breakdown for each task based on the correspondence with Shane Davis received May 9, 2013. The total request for extra services is \$5,860 for Supplemental Agreement No. 1.

Please review these items at your convenience. We will be ready to begin work following the City of Huntsville's review and approval of the estimated man-days to perform this work and a written notice to proceed. If you have any questions or comments, please feel free to contact me.

Sincerely,  
Johnson & Associates, LLC

*Wade Shadden*

Wade Shadden, P.E., Project Manager

**Johnson & Associates, Inc.**

**PROJECT ESTIMATING FORM**

PROJECT: Old Hwy. 20 from Segers Rd to Co. Line Rd.  
 CLIENT: City of Huntsville PREPARED BY: NGJ  
 Proj. No.: Date: 5/14/2013

Revise 18 Tract Sketches, Add 20 additional Tract Sketches for Easements, Restake all property corners and add staking for all easements

PHASE/TASK	Senior Engr./LS \$145/hr	Project Engineer \$85/hr	Project Surveyor \$105/hr	Drafting CAD \$75/hr	Surveying 2-MAN \$135/hr	Surveying 3-MAN \$160/hr	Total Hours	Labor Cost	Direct Expense	TOTAL FEE
Prepare Tract Sketches for approx. 40 takings				27			27	\$2,025	\$15	\$2,040
Prepare Deeds for approx. 40 takings				13.5			13.5	\$1,013	\$8	\$1,021
Survey Crew to stake property corners & easements					20.5		20.5	\$2,768	\$32	\$2,800
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
							0	\$0		\$0
<b>Total Hours</b>	0	0	0	40.5	20.5	0	61	\$5,805	\$55	\$5,860
<b>Total Cost</b>	\$0	\$0	\$0	\$3,038	\$2,768	\$0				

**STANDARD SCHEDULE OF HOURLY FEES**

Johnson and Associates

Effective: Oct. 1, 2012 to Sept. 30 2013

PERSONNEL DESCRIPTION		HOURLY AMOUNT (\$ Range)
<b>Surveying &amp; Engineering:</b>		
Surveyor I	Survey Technician (Rodman)	\$40
Surveyor II	Survey Technician (Instrumentman)	\$55
Surveyor III	Junior Party Chief	\$70
Surveyor IV	Survey CAD Technician	\$75
Surveyor V	Senior Party Chief	\$85
Surveyor VI	Survey Manager	\$125
Surveyor VII	Principal Surveyor	\$145

Engineer I	Engineering Student/Part-Time Intern	\$55
Engineer II	Entry-Level Engineering Intern	\$65
Engineer III	Design Engineering Intern	\$75
Engineer IV	Project Design Engineer	\$85
Engineer V	Project Design Engineer	\$100
Engineer VI	Senior Project Engineer	\$115
Engineer VII	Senior Managing Engineer/Project Manager	\$130
Engineer VIII	Principal Engineer	\$145

<b>Technical &amp; Inspection:</b>		
Technician I	Entry-Level CAD Technician Intern	\$50
Technician II	Junior Engineering CAD Technician	\$60
Technician III	Engineering CAD Technician	\$70
Technician IV	Engineering CAD Technician	\$75
Technician V	Senior Engineering CAD Technician	\$80

Inspector I	Periodic Observation/Junior Inspector	\$80 - \$100
Inspector II	Resident Inspection/Junior Inspector	\$70 - \$90
Inspector III	Periodic Observation/Senior Inspector	\$115
Inspector IV	Resident Inspection/Senior Inspector	\$105

<b>Administrative / Secretarial</b>	\$50
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<b>Survey Crew:</b>	
Two-Man Survey Crew	\$135
Three-Man Survey Crew	\$175
Four-Man Survey Crew	\$215

<b>Subcontract Services</b>	Cost Plus 10% 5% WS
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<b>Direct Expenses</b>	Cost Plus 10% 5% WS
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**These rates will remain in effect through the duration of the contract**