

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 6/27/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 2 to Agreement with LBYD, Inc. – Civil & Structural Engineers

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with LBYD, Inc. – Civil & Structural Engineers for Engineering Design Services for Redstone Gateway Package 1I-Lake F Expansion, Project No. 65-12-SP23, by Modification No. 2

12-439 & 12-628

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 needed due to a change that makes a minor shift in a lake location to accommodate new development priorities of LW Redstone for a total modification amount of \$13,654.00. Account No. 05-6500-0811-4005

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 6/17/13

revised 3/12/2012

CM
6-14-13

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. 2**

Document Name: **LBYD-Redstone Gateway Package I-Lake F Project No. 65-12-SP23**

City Obligation Amount: **\$13,654.00**

Total Project Budget: **\$99,733.00**

Uncommitted Account Balance: **0**

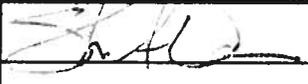
Account Number: **05-6500-0811-4005**

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

<u>Not</u> Applicable	Grant Name:
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Department	Signature	Date
1) Originating		6/17/13
2) Legal		
3) Finance		
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. 2 to the Agreement with LBYD, Inc.-Civil and Structural Engineers, adopted and approved on the 24th day of May, 2012, by the City Council of the City of Huntsville, Alabama by Resolution No. 12-439, and amended on the 26th day of July, 2012, by Resolution No. 12-628, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from EIGHTY-SIX THOUSAND SEVENTY-NINE AND NO/100 DOLLARS (\$86,079.00) to NINETY-NINE THOUSAND SEVEN HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$99,733.00), including this Modification No. 2, an increase of THIRTEEN THOUSAND SIX HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$13,654.00). Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 2 to Agreement between City of Huntsville and LBYD, Inc.-Civil and Structural Engineers for Engineering Design Services for Redstone Gateway Package 1I-Lake F Expansion, Project No. 65-12-SP23, as adopted by Resolution No. 12-439 of May 24, 2012, and amended by Resolution No. 12-628 of July 26, 2012" consisting of a total of three (3) pages plus six (6) additional pages consisting of Attachment "A", and the date of June 27, 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 27th day of June, 2013.

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

APPROVED this the 27th day of June, 2013.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 2 to Agreement between the City of Huntsville and LBYD, Inc.-Civil and Structural Engineers for Engineering Design Services for Redstone Gateway Package II-Lake F Expansion, Project No. 65-12-SP23, as adopted by Resolution No. 12-439 of May 24, 2012, and amended by Resolution No. 12-628 of July 26, 2012

THIS IS MODIFICATION NO. 2 TO AN AGREEMENT entered in on the 24th day of May, 2012, in the amount of EIGHTY-THREE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$83,650.00), and amended on the 26th day of July, 2012, in the amount of TWO THOUSAND FOUR HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$2,429.00), for a revised total contract amount of EIGHTY-SIX THOUSAND SEVENTY-NINE AND NO/100 DOLLARS (\$86,079.00). The original Agreement is hereby amended by Modification No. 2 dated June 27, 2013, in the amount of THIRTEEN THOUSAND SIX HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$13,654.00) for a revised total contract amount of NINETY-NINE THOUSAND SEVEN HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$99,733.00), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and LBYD, INC.-CIVIL AND STRUCTURAL ENGINEERS, (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated May 24, 2012, and amended on July 26, 2012, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change that makes a minor shift in a lake location to accommodate new development priorities for LW Redstone.

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

President of the City Council of the City of
Huntsville, AL

Date: June 27, 2013

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. LBYD, Inc.-Civil and Structural Engineer will provide for design change that makes a minor shift in a lake location to accommodate new development priorities for LW Redstone at a lump sum total contract amount of THIRTEEN THOUSAND SIX HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$13,654.00).
2. Item #1 shall be performed in accordance with the original agreement dated May 24, 2012, and approved by the City Council by Resolution No. 12-439, and as described in the letter from Jennifer Trice to Ron Adams, 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: LBYD, INC.-CIVIL AND
STRUCTURAL ENGINEERS

By: _____

ATTEST:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Richard A. Nail, as Senior Principal, 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 ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

ATTACHMENT "A"

Additional Services Authorization #2 Pkg I

Date
May 14, 2013

Project No.
302-10-002A

To
**City of Huntsville
Urban Development Department
Engineering Division
P.O. Box 308
Huntsville, AL 35804-0308**

Project
**Redstone Gateway
Package I - Lake F**



*ditk
6-12-13*

Attention
Ron Adams

From
Jennifer Trice

Transmitting Via: Facsimile Email U.S. Mail Delivery

The terms of our original agreement shall apply for Redstone Gateway Phase 1 Package I - Lake F, City Project I.D Number 65-12-SP23:

Our scope of services is revised to include the following for Phase 1, Package I:

- o Lake modifications which will include shifting the entire lake approximately 10 feet to the west, extending the northwest corner of the lake to the northwest, extending Storm Lines and modifying profiles for Storm Lines A, B, D, E, F, G, and J, relocating Storm Line H, sidewalk located on west side of pond, best management practice measures, utilities (referenced), and coordination with GreenView Studio and Tetra Tech on the landscaping and electrical modifications. Note that these fees include the 5% markup for GreenView Studio and Tetra Tech.

Proposed Lump Sum Fees:

- Lake Modifications Civil Design - \$7,900**
- Lake Modifications Landscaping Design - \$2,362**
- Lake Modification Electrical Design - \$3,392**

Total Fee - \$13,654

Proposed Contract Time Extension:

All of the above modifications will not cause a delay in the schedule. Therefore, we do not request any time extension to our original contract due date.

Requested of LBYD by: **Jennifer Trice**

6/11/13

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

Accepted By: Date: _____



Price Proposal

Redstone Gateway

Fountain Revised Design
Submitted to: LBYD

Contract Type: Fixed Price

Proj Area >

Price Summary / Totals

Task Pricing Totals	3,231
Specify Add'l Fees on Setup	0
Technology Use Fee	
Add'l Fees for Prem. O/T Labor	N/A
Total Price	3,231

Pricing by Resource

Project Phases / Tasks	Schedule		Work Days Off	Work Days	Total Labor Hrs	Labor Rate Esc	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
	From	Thru										
1 Design Eng & Analysis of 6" New CW Tap					28	0.00%	3,231					3,231
2					4		739					739
3					1		185					185
4					3		246					246
5					4		415					415
6					3		246					246
7					3		246					246
8					3		246					246
9					3		246					246
10					2		208					208
11					2		208					208
Totals					28	0.00%	3,231					3,231

**PROPOSAL FOR PROFESSIONAL
HARDSCAPE
LANDSCAPE & IRRIGATION DESIGN SERVICES**

**REVISIONS
REDSTONE GRAND GATEWAY LAKE
Huntsville, Alabama**

PREPARED FOR:

**LBVD, Inc.
305 Church Street SW, Suite 719
Huntsville, Alabama 35801**

Prepared By:

**GreenView Studio, Inc.
4339 Warren Road
Birmingham, Alabama 35213**

Revised
June 3, 2013

OUR APPROACH AND SCOPE OF WORK

Our understanding that the Gateway Grand Lake for The Redstone Gateway development will require Revised Landscape, Hardscape and Irrigation design services based on the redesign of the lake. The scope includes about 1200 LF of landscape, irrigation and 8' sidewalk only on the west side of the lake. There will be a Littoral Shelf planting around the wet edge of most of the lake. The only amenities at this time will address benches. No site lighting or signage will be featured at this time.

It is important to have a design consultant who understands your project's special challenges and who is committed to a relationship that will solve those challenges. Our firm has the capability to respond quickly, assess the required tasks, and prepare viable alternatives that are acceptable to BYD, Inc. We avoid conflicts by aggressively seeking out the pertinent information and solving it accurately.

Experience in working with developers, architects, and their finite deadlines, is another prerequisite to the successful implementation of this program. We also understand the special requirements, pressures, and planning issues imposed by city governments. Our solutions and recommendations will address all of these and be responsive to them.

REVISED CONSTRUCTION DOCUMENTS

Based on your adjustments in the scope of the project directed at this time, we agree to prepare Revised Contract and Bid Documents for the work as defined within the scope of services of this proposal. The Contract Documents consist of drawings and specifications, providing all of the information necessary for installation of the work, including the following:

- Plans, details and dimensions necessary for the layout of all landscape and hardscape improvements;
- Specific selection and identification of all plant types (genus and species, height, spread, character, etc.);
- The exact quantity, location, and spacing of all plant material;
- Coordination with Civil drawings and Client Review;
- specifications describing in detail all phases of the installation, inspection, maintenance and guarantee of the work;
- A complete irrigation plan including details and specifications. The contractor awarded the bid will be required to produce irrigation as-builts in relation to our plan for approval.

Construction Administration has not been included in our fee at this time, but is available prior to construction commencing on this scope of work.

PROFESSIONAL FEES

We propose the following fee stipulations based on your site plans. Our professional fees quoted are all-inclusive and includes all meetings, design, drafting, and administrative time. GreenView Studio, Inc. acknowledges and agrees with the City of Huntsville Contract that UBYD, Inc. is required to abide by for our services.

Reimbursable expenses are invoiced monthly in addition to the professional services. They are expenses incurred as a necessary part of producing the work. All reimbursable expenses will be invoiced at our cost and copies of expenses will be provided with the invoice. We estimate that the reimbursable expenses should not exceed \$500. These expenses will coincide with the City of Huntsville contract Article 8.4 include plotting, printing, postage, overnight mail, presentation materials, airfare, car rental, travel time, lodging, and meals (all pre-approved).

We have prepared our fee based on the information provided to us and the preceding scope of work.

REVISED CONSTRUCTION DOCUMENTS

- Landscape Plan and Details
- Landscape Plan, Details and layout
- Site amenities
- Specifications
- Irrigation Plan and Details

• **Total:** **\$2,250.00**

Grand Total: **\$2,250.00**

Additional Services accepted outside of the scope required in the Contract would be negotiated separately with UBYD, Inc.

Our hourly rates are as follows:

Principal	\$ 110.00
Senior Associate	\$ 85.00
Staff Landscape Architect	\$ 65.00
Administrative	\$ 50.00

We thank you for the opportunity to be of service to you and pledge to you, our very best efforts for an outstanding, successful project together.

Sincerely,

Eris Shadelbauer

Eris Shadelbauer, ASLA