

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 25, 2016

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Modification No. 1 to Agreement between the City of Huntsville and Slade, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute Modification No. 1 to the agreement between the City of Huntsville and Slade, L.L.C. for Construction Materials Testing Services for Wynn Drive Relocation, Project No. 71-14-RD02

74-401

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 services for engineering and material testing for the removal and replacement of unsuitable materials located within the Old Madison Pike roadway widening in a Not-to-Exceed Contract Amount of \$2,895.09. New end date: March 17, 2016. Account No. 3080-71-00000-530000-00000000-

Associated Cost: \$2,895.09

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *Nathy Marti*
pink
nc

Date: *2/17/16*

**ROUTING SLIP
CONTRACTS AND AGREEMENTS**

Originating Department: Engineering

Council Meeting Date: 2/25/2016

Department Contact: Lynn Majors

Phone # 256-427-5201

Contract or Agreement: Modification No. 1

Document Name: Slade-Wynn Drive Relocation Project No. 71-16-RD02

City Obligation Amount: \$2,895.09

Total Project Budget: \$10,200.09

Uncommitted Account Balance: 0

Account Number: 3080-71-00000-530000-00000000-

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathy Mae</i>	<i>2/17/16</i>
2) Legal	<i>Mary C Cates</i>	<i>2/17/16</i>
3) Finance	<i>M. Sargo</i>	<i>2-19-16</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to amend the Agreement between the City of Huntsville and Slade, L.L.C., dated April 16, 2015, in the amount of SEVEN THOUSAND THREE HUNDRED FIVE AND NO/100 DOLLARS (\$7,305.00), by Modification No. 1 to include an increase of TWO THOUSAND EIGHT HUNDRED NINETY-FIVE AND .09/100 DOLLARS (\$2,895.09), for a total contract amount of TEN THOUSAND TWO HUNDRED AND .09/100 DOLLARS (\$10,200.09). New end date: March 17, 2016. Agreement is for the continuation of construction materials testing services for Wynn Drive Relocation, Project No. 71-14-RD02, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to Agreement Between the City of Huntsville, Alabama and Slade, L.L.C. for Construction Materials Testing Services for Wynn Drive Relocation, Project No. 71-14-RD02 dated April 16, 2015" consisting of a total of three (3) pages plus three (3) additional pages consisting of Attachment "A", and the date of February 25, 2016, 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 25th day of February, 2016.

President or President Pro Tem
of the City Council of the City
of Huntsville, Alabama

APPROVED this the 25th day of February, 2016.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 1 to Agreement Between
the City of Huntsville, Alabama and
Slade, L.L.C. for Construction Materials
Testing Services for Wynn Drive
Relocation, Project No. 71-14-RD02, dated
April 16, 2015

THIS IS MODIFICATION NO. 1 TO AN AGREEMENT entered into on the 16th day of April, 2015, in the amount of SEVEN THOUSAND THREE HUNDRED FIVE AND NO/100 DOLLARS (\$7,305.00). The original Agreement is hereby amended by Modification No. 1 dated February 25, 2016, in the amount of TWO THOUSAND EIGHT HUNDRED NINETY-FIVE AND .09/100 DOLLARS (\$2,895.09) for a revised total contract amount of TEN THOUSAND TWO HUNDRED AND .09/100 DOLLARS (\$10,200.09), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and SLADE, L.L.C., (CONSULTANT).

WITNESSETH

WHEREAS, the firm identified as the CONSULTANT to the Agreement dated April 16, 2015, has proposed a Change to the Original Agreement identified as Attachment "A" to this modification which provides continuation engineering and material testing located within the Old Madison Pike roadway widening project.

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

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

1. Slade, L.L.C. will provide for engineering and construction materials testing services at a time and materials cost not to exceed TWO THOUSAND EIGHT HUNDRED NINETY-FIVE AND .09/100 DOLLARS (\$2,895.09). New end date: March 17, 2016.

**President or President Pro Tem of the
City Council of the City of Huntsville, AL**
Date: March 13, 2014

2. Item #1 shall be performed in accordance with the original agreement dated April 16, 2015, and as described in the letter from L'Tryce Slade to Kathy Martin and Alan Clements, dated December 30, 2015, 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 as modified previously.
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 her duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Kenneth Benion
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 Kenneth Benion, 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 _____, 2016.

Notary Public
My Commission Expires: _____

CONSULTANT: SLADE, L.L.C.

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 L'Tryce Slade, as Managing Director, 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 _____, 2016.

Notary Public
My Commission Expires: _____

ATTACHMENT "A"

SLADE

December 30, 2015

Mrs. Kathy Martin
c/o Alan Clements
City Hall
308 Fountain Circle
Huntsville, AL 35801

Re: Construction Materials Testing (CMT) Proposal
Wynn Drive Relocation
Project No. 65-15-RD02
Huntsville, Alabama
Slade Proposal No. P02515010

Dear Mrs. Martin and Mr. Clements:

Slade appreciates the opportunity to submit a proposal for providing Construction Material Testing (CMT) services for the above mentioned project. The following paragraphs described the project information as we understand it, the proposed scope of services, scheduling assumptions, and estimated costs and unit rates for the proposed work.

PROJECT INFORMATION

The project consists of approximately 1,200 linear feet (lf) of divided 4-lane curb and gutter roadway construction for the realignment of Wynn Drive. Construction will consist of site grading, drainage, aggregate base, and asphalt paving. Also, approximately 1,600 lf of roadway widening will be performed on Old Madison Pike to add a turn lane.

SCOPE OF SERVICES

Slade will provide additional services for undercut inspection and testing on the southernmost eastbound lane on Old Madison Pike. Slade will provide technicians as requested by the City's designated representative. The technician will perform materials testing for subgrade and aggregate base construction for the new roadway and turn lane construction. We anticipate proofrolling, in-place density testing of subgrade and aggregate base, and density testing of asphalt paving materials will be required for the project. The technician will also perform periodic sampling and testing of concrete placed for curb & gutter and sidewalks as required.

The presence of our field representative will be for the purpose of providing observation and laboratory testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse the contractor in any way from defects discovered in his work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

COMPENSATION

Based on the construction schedule assumptions detailed on the cost estimate, we recommend that you establish a budget of **\$2895.09** for our services. We will be glad to

SLADE

refine the estimate as the project progresses and/or if the construction schedule or scope of work changes.

We will provide our services on a time and materials basis according to the attached unit-rates on the cost estimate. Because our fees depend on the quality and rate of progress achieved by the contractor, weather conditions, and other factors beyond our control, we will keep you apprised of our budget status. If it appears that we will exceed the budget estimate, we will notify you and discuss whether you wish to expand the budget or reduce the remaining scope of services to maintain the budget.

PROPOSAL ACCEPTANCE

Enclosed is a Client Project Services Agreement, which hereby becomes a part of the contract. If this proposal meets with your approval, please execute and return the Client Project Services Agreement prior to commencement of work and contract the writers to finalize the schedule.

We appreciate the opportunity to submit a proposal for providing Construction Material Testing services for this project. Please call if you have any questions or if you need other pricing information. These rates will remain in effect through the duration of the project.”

Sincerely,

Slade



L'Tryce Slade
Managing Director
Attachments: Cost Estimate
Client Project Services Agreement

SLADE

CMT**2016 Unit Rates**

Word processing	60.00/hour
Engineering Technician	55.00/hour
Senior Engineering Technician	55.00/hour
Structural Steel Inspector(CWI)	95.00/hour
Lab Manager	75.00/hour
Staff Professional	100.00/hour
Project Manager	100.00/hour
Project Engineer, P.E	130.00/hour
Senior Engineer P.E.	170.00/hour

Laboratory

Moisture Content	10.00/each
Atterburg limits test	75.00/each
Std Proctor	90.00/each
Modified Proctor	110.00/each
200 Wash	65.00/each
Sieve Analysis	75.00/each
Concrete Cylinders	12.00/each
Grout Prisms	15.00/each
Coring	1.00/inch

Mileage

Trip charge	.57/mile
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Equipment Charge

Gauge	20.00/day
Concrete Equipment	20.00/day
Generator	125.00/day
Core drill	100.00/day
Core	
Bit	75.00/day
Floor Flatness	150.00/day

Time over 8 hours per day and weekends is 1.5 times applicable rate.
There is a minimum trip charge of 3 hours per visit.

These rates will remain in effect through the duration of the contract.