

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Apr 14, 2016

Action Requested By: Public Works

Agenda Type: Resolution

Subject Matter:

Modification No. 2 to Agreement between the City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute Modification No. 2 to the agreement between the City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C. for Engineering Services for NPDES Permitting and Inspections, John Hunt Park, Project No. 65-12-SP19

74-401 & 14-196

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

Item to be considered for: Action

Unanimous Consent Required: No

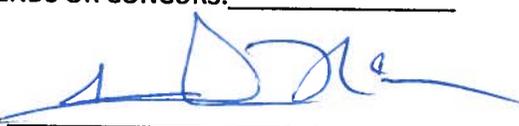
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This modification is for the continuation of the existing permit for the 7-acre site which is up for permit renewal. It is also for the expansion of the permit to include 130 acres which is part of the Master Plan for a multipurpose recreational park. There are three (3) projects currently planned with more to come as funding becomes available. This permit is intended to cover all improvements within its boundaries for the Not-to-Exceed Contract Amount of \$7,485.00. New end date: April 14, 2017. Account No. 1000-55-55300-515370-00000000

Associated Cost: \$7,485.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: 

Date: 4-4-16

Park

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Public Works**

Council Meeting Date: **4/14/2016**

Department Contact: **Lameka Carter**

Phone # **256-427-5304**

Contract or Agreement: **Modification No. 2**

Document Name: **Johnson & Associates - John Hunt Park - Project No. 65-12-SP19**

City Obligation Amount: **\$7,455.00**

Total Project Budget: **\$22,455.00**

Uncommitted Account Balance: **0**

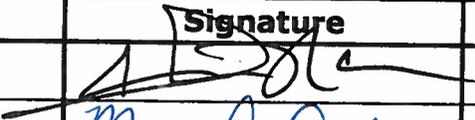
Account Number: **1000-55-55300-515370-00000000**

Procurement Agreements

| | |
|-----------------------|-----------------------|
| Not Applicable | Not Applicable |
|-----------------------|-----------------------|

Grant-Funded Agreements

| | |
|-----------------------|-------------|
| Not Applicable | Grant Name: |
|-----------------------|-------------|

| Department | Signature | Date |
|---|--|---------|
| 1) Originating |  | 4-4-16 |
| 2) Legal | Mary C. Carter | 4-7-16* |
| 3) Finance | M. Dango | 4-8-16 |
| 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 in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to execute Modification No. 2 to the Agreement between the City of Huntsville and Johnson & Associates Consulting Engineers, L.L.C., dated March 14, 2012, and amended on the 13th day of March, 2014, by the City Council of the City of Huntsville, Alabama by Resolution No. 14-196, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from FOURTEEN THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$14,970.00) to TWENTY-TWO THOUSAND FOUR HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$22,455.00), including this Modification No. 2, an increase of SEVEN THOUSAND FOUR HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$7,485.00). New end date: April 14, 2017. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 2 to Agreement between the City of Huntsville, Alabama and Johnson & Associates Consulting Engineers, L.L.C. for Engineering Services for NPDES Permitting and Inspections, John Hunt Park, Project No. 65-12-SP19 dated March 14, 2012, and amended by Resolution No. 14-196 of March 13, 2014" consisting of a total of three (3) pages plus two (2) additional pages consisting of Attachment "A", and the date of April 14, 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 14th day of April, 2016.

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

APPROVED this the 14th day of April, 2016.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 2 to Agreement Between
the City of Huntsville, Alabama and
Johnson & Associates Consulting Engineers,
L.L.C. for Engineering Services for NPDES
Permitting and Inspections, John Hunt Park,
Project No. 65-12-SP19, dated March 14,
2012, and amended by Resolution No. 14-
196 of March 13, 2014

THIS IS MODIFICATION NO. 2 TO AN AGREEMENT entered into on the 14th day of March, 2012, in the amount of SEVEN THOUSAND FOUR HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$7,485.00), and amended on the 13th day of March, 2014, in the amount of SEVEN THOUSAND FOUR HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$7,485.00) for a revised total contract amount of FOURTEEN THOUSAND NINE HUNDRED SEVENTY AND NO/100 DOLLARS (\$14,970.00). The original Agreement is hereby amended by Modification No. 2 dated April 14, 2016, in the amount of SEVEN THOUSAND FOUR HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$7,485.00) for a revised total contract amount of TWENTY-TWO THOUSAND FOUR HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$22,455.00), 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 March 14, 2012, has proposed a Change to the Original Agreement identified as Attachment "A" to this modification which provides continuation of the management of the active ADEM NPDES stormwater permit requirements for another year.

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

**President or President Pro Tem of the
City Council of the City of Huntsville, AL**
Date: April 14, 2016

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 continuation of the management of the active ADEM NPDES stormwater permit requirements at a time and materials cost not to exceed SEVEN THOUSAND FOUR HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$7,485.00). New end date: April 14, 2017.
2. Item #1 shall be performed in accordance with the original agreement dated March 14, 2012, and as described in the letter from Nathan Johnson to Chris McNeese, dated March 16, 2016, 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: _____

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

By: *Nathan P. Johnson*

ATTEST:

Mary D. Hollingsworth

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 4th day of April, 2016.

Mary D. Hollingsworth
Notary Public
My Commission Expires: 4/2/19

ATTACHMENT "A"



Mr. Chris McNeese 
Public Works Services Department
City of Huntsville
Huntsville, AL 35804-0308

March 16, 2016

RE: **Proposal for Engineering Services: NPDES Permitting and Inspections**
John Hunt Park

Dear Mr. McNeese:

Johnson & Associates, Inc. (hereinafter referred to as Consultant) is pleased to provide Engineering and Inspection support services for **NPDES Permitting and Inspections** for the John Hunt Park ('project').

Scope of Services

Project Scope includes the renewal and service of the currently active General Permit Number ALR109288 (NPDES permit) administered by ADEM for construction activities resulting in land disturbance activities. Because the project site does not discharge into a priority water of the state, as defined by ADEM, the CBMPP does not require ADEM approval. However, the approved Permit and the CBMPP must be kept current and on-site throughout the duration of the project construction for ADEM review and inspection. As requested by COH Engineering Dept., an additional 130 acres are to be added to the renewal. Presently, there are planned activities of pavement removal, retention pond excavation, and culvert installation. The inspections mentioned below will expand to include these and other future land disturbance activities as necessary.

Additionally, J&A will conduct Site Inspections throughout the construction duration to ensure compliance with the CBMPP and the approved Erosion and Sediment Control Plan. The inspections will be performed monthly and after each rainfall event of 0.75 inches or greater in any 24-hour period. These site inspections and follow-up reports will be conducted by our Qualified Credentialed Professional (QCP). Our proposal is based on a one year construction duration, and average of 1.5 inspections per month during this period as well as the possibility of responding to any ADEM warnings. Our efforts will be coordinated with the Public Works office and other City departments as needed.

GENERAL REQUIREMENTS:

1. The Scope does not include payment of any permit fees required to regulatory agencies.
2. The terms of this agreement will remain in effect for 1 year from authorization to proceed.
3. The proposed fee is based on our understanding of the project requirements and the project duration of one year. Any change to the project scope or duration may result in adjustments to the fee proposal.
4. The Consultant shall bill the City for all work outlined in the Scope of Services according to the following terms: An hourly fee not to exceed \$7,485.00. All work will be billed monthly based on the hourly and unit rates outlined in the attached Standard Schedule of Hourly Fees.

Thank you for this opportunity to provide services for the City of Huntsville. If you have any questions or comments, please feel free to contact me.

Sincerely,
Johnson & Associates, LLC,


Nathan G. Johnson, PE, PLS
President

1218 Church Street • Huntsville, AL 35801 (256) 533-7331
8 Commerce St., Ste. 900 • Montgomery, AL 36104 (334) 262-7333
1551 N. College Street • Auburn, AL 36830 (334) 466-8956

STANDARD SCHEDULE OF HOURLY FEES

Johnson and Associates

Effective: Oct. 1, 2015 to Sept. 30 2016

| PERSONNEL DESCRIPTION | | HOURLY AMOUNT (\$ Range) |
|-------------------------------------|-----------------------------------|-----------------------------|
| Surveying & Engineering: | | |
| Surveyor I | Survey Technician (Rodman) | \$50 |
| Surveyor II | Survey Technician (Instrumentman) | \$60 |
| Surveyor III | Junior Party Chief | \$70 |
| Surveyor IV | Survey CAD Technician | \$65 to \$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 | \$60 |
| Engineer III | Design Engineering Intern | \$65 to \$75 |
| Engineer IV | Project Jr. Design Engineer | \$80 |
| Engineer V | Project Sr. Design Engineer | \$85 to \$105 |
| Engineer VI | Senior Project Engineer | \$115 |
| Engineer VII | Senior Managing Engineer/Project Manager | \$130 |
| Engineer VIII | Principal Engineer | \$145 |

| Technical & Inspection: | | |
|------------------------------------|-----------------------------------|------|
| 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 | Technician | \$60 |
| Inspector II | Engineer Intern | \$75 |
| Inspector III | Engineer | \$105 |
| Inspector IV | Senior Engineer/Project Manager | \$115 |

| | |
|-------------------------------------|------|
| Administrative / Secretarial | \$55 |
|-------------------------------------|------|

| Survey Crew: | |
|-----------------------|-------|
| Two-Man Survey Crew | \$145 |
| Three-Man Survey Crew | \$200 |
| Four-Man Survey Crew | \$255 |

| | |
|-----------------------------|------------------|
| Subcontract Services | Cost Plus 10% 5% |
|-----------------------------|------------------|

| | |
|------------------------|------------------|
| Direct Expenses | Cost Plus 10% 5% |
|------------------------|------------------|

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