

CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: Jul 28, 2016

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Modification No. 1 to Agreement between the City of Huntsville and Garver, 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 Garver, L.L.C. for Construction Administration Services for U. S. Highway 431 Improvements, Project No. 65-11-TI01 & STPHV-STPAA-0001(577)  
  
13-1026

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 construction engineering, inspection, and materials testing required on ALDOT Project No. STPHV-STPAA-0001(577) Intersection Improvements on SR-1 (US-431) at Sutton Road, Caldwell Lane, Plainview Drive and Old Big Cove Road for a total modification amount of \$19,759.87. New end date: December 31, 2016. Account No. 3020-71-00000-524000-PR8113XX

Associated Cost: \$19,759.87

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

MS  
Department Head: Kathy [Signature]

Date: 7/12/16

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering

Council Meeting Date: 7/28/2016

Department Contact: Lameka Carter

Phone # 256-427-5304

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

Document Name: **Garver-Hwy 431 Improvements Project No. 65-11-TI01 & STPHV-STPAA-0001(577)**

City Obligation Amount: \$19,759.87

Total Project Budget: \$168,007.31

Uncommitted Account Balance: 0

Account Number: 3020-71-00000-524000-PR8113XX

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
-----------------------	-----------------------

### Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
-----------------------	-------------

Department	Signature	Date
1) Originating	<i>Lameka Carter</i>	7/12/16
2) Legal	<i>Mary C. Cates</i>	7/18/16
3) Finance	<i>M. Sarge</i>	7-19-16
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. 1 to the Agreement between the City of Huntsville and Garver, L.L.C., adopted and approved on the 19th day of December, 2013, by the City Council of the City of Huntsville, Alabama by Resolution No. 13-1026, as attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be and hereby is modified from ONE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FORTY-SEVEN AND .44/100 DOLLARS (\$148,247.44) to ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN AND .31/100 DOLLARS (\$168,007.31), including this Modification No. 1, an increase of NINETEEN THOUSAND SEVEN HUNDRED FIFTY-NINE AND .87/100 DOLLARS (\$19,759.87). New end date: December 31, 2016. 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 Garver, L.L.C. for Construction Administration Services for U. S. Highway 431 Improvements, Project No. 65-11-TI01 & STPHV-STPAA-0001(577), as adopted by Resolution No. 13-1026 of December 19, 2013" consisting of a total of three (3) pages plus seven (7) additional pages consisting of Attachment "A", and the date of July 28, 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 28th day of July, 2016.

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

**APPROVED** this the 28th day of July, 2016.

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

STATE OF ALABAMA )  
COUNTY OF MADISON )

Modification No. 1 to Agreement between  
the City of Huntsville and Garver, L.L.C.  
for Construction Administration Services for  
U. S. Highway 431 Improvements, Project  
No. 65-11-TI01 & STHV-STPAA-  
0001(577), as adopted by Resolution No.  
13-1026 of December 19, 2013

**THIS IS MODIFICATION NO. 1 TO AN AGREEMENT** entered in on the 19th day of December, 2013, in the amount of ONE HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED FORTY-SEVEN AND .44/100 DOLLARS (\$148,247.44). The original Agreement is hereby amended by Modification No. 1 dated July 28, 2016, in the amount of NINETEEN THOUSAND SEVEN HUNDRED FIFTY-NINE AND .87/100 DOLLARS (\$19,759.87) for a revised contract amount of ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN AND .31/100 DOLLARS (\$168,007.31), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and GARVER, L.L.C., (ENGINEER).

**WITNESSETH**

**WHEREAS**, the firm identified as the ENGINEER to the Agreement dated December 19, 2013, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change for additional services for construction engineering, inspection and materials testing.

**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. Garver, L.L.C. will provide for additional services for construction engineering, inspection and materials testing at a time and materials cost not to exceed NINETEEN THOUSAND SEVEN HUNDRED FIFTY-NINE AND .87/100 DOLLARS (\$19,759.87). New end date: September 30, 2016.
2. Item #1 shall be performed in accordance with the original agreement dated December 19, 2013, and approved by the City Council by Resolution No. 13-1026, and as described in the letter from Scott C. Leach to Kathy Martin, dated April 29, 2016, shown as Attachment "A".

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama  
Date: July 28, 2016

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:

\_\_\_\_\_  
Kenneth Benion  
City Clerk-Treasurer

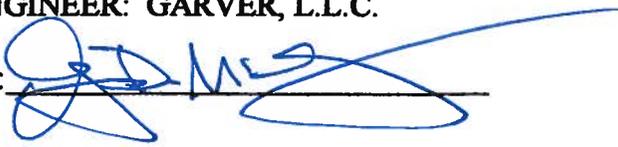
STATE OF ALABAMA     )  
COUNTY OF MADISON    )

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.

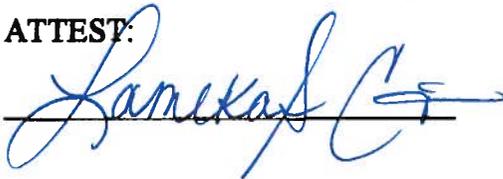
GIVEN under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_ 2016.

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

ENGINEER: GARVER, L.L.C.

By: 

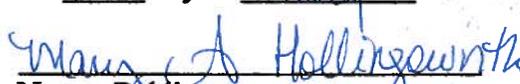
ATTEST:



STATE OF ALABAMA    )  
COUNTY OF MADISON )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Jerry D. McCarley, as Vice 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 15<sup>th</sup> day of July 2016.

  
Notary Public

My Commission Expires: 4/2/19

**ATTACHMENT "A"**



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

April 29, 2016

Ms. Kathy Martin, P.E.   
Director of Engineering  
City of Huntsville  
320 Fountain Circle  
Huntsville, AL 35801

Attn: Mr. Robbie Stewart

**RE: Supplemental Agreement for Additional  
Construction Engineering and Inspection Services  
ALDOT Project No. STPHV-STPAA-0001(577)  
Intersection Improvements on SR-1 (US-431) at Sutton Road  
Caldwell Lane, Plainview Drive, and Old Big Cove Road  
In the City of Huntsville, Madison County, AL**

Mr. Stewart:

As you know, the Contractor has exceeded the original 180 Working Days established in their construction contract for the above referenced project. As a result, we have exceeded our original budget for performing the necessary CE&I services required for this project. Therefore, we are requesting your consideration of Supplemental Agreement #1 for additional services to cover the labor costs and expenses we have incurred while performing this extra work for the City. Attached are two (2) copies of our Man-Day Estimate and Fee Proposal for completing the Scope of Services in our original contract.

Also included is a proposal from our sub-consultant – S&ME, Inc. – for additional construction materials testing and NPDES compliance services required for this project. Garver will complete the necessary paperwork to obtain ALDOT approval of Final Quantities and BMT-38 package to close-out this project out. The Total Estimated Not-to-Exceed Fee to complete the necessary close-out documentation for this project is \$19,759.87 and is based on the additional 42 Working Days used by the Contractor to complete the construction of this project. S&ME's additional fee amount is \$1,200.03. Garver's total estimated fee is \$18,559.24, which includes \$60.00 as a 5% sub-consultant administration fee. Our new contract completion date is estimated to be September 30, 2016. Our fee schedule is valid to December 31, 2016.

Please review these items at your convenience and let me know if you have any questions or need any further information regarding this project. We appreciate the opportunity to be of continued service to you and the City of Huntsville on this very important project.

Sincerely,  
Garver, LLC

  
Scott C. Leach, PE  
Senior Project Manager



May 16, 2016

Garver, LLC  
5125A Research Drive  
Huntsville, Alabama 35805

Attention: Mr. Scott Leach, PE

Reference: **Budget Modification Request No. 2**  
**Project No. STPAA-0001(577)**  
**Highway 431 Improvements**  
Huntsville, Alabama  
S&ME Project No. 1282-14-005

Dear Mr. Leach:

S&ME Inc. appreciates the opportunity to be of service to you on the project. We initially provided a proposal (S&ME Proposal No. 13-294) to provide Materials Testing Services and NPDES Compliance Services for Garver. The work was performed on a time and material basis.

We understand that the performance of our services at this project is essentially complete. Our total billings to date has been \$59,469.26. In order to close out the project, we are requesting an additional \$1,200.03 (invoice attached).

Mr. Leach, as always, S&ME, Inc. appreciates the opportunity to provide our services to you. If you have any questions, please contact me.

Sincerely,

**S&ME, Inc.**

Jeffrey C. Pepper, PE  
Senior Engineer

Attachment: Invoice No. 711384

# INVOICE



**GARVER ENGINEERING, INC.  
5125 A RESEARCH DRIVE  
HUNTSVILLE, AL 35805**

**Invoice # : 711384  
Invoice Date : 10/30/2015  
Project : 128214005  
Project Name : HIGHWAY 431 IMPROVEMENTS  
Terms : Due Upon Receipt  
(Unless otherwise stated below)  
Client Code : Y00114**

**Attention: MR. SCOTT LEACH**

---

**FOR PROFESSIONAL SERVICES RENDERED**

**Professional Services**

**Labor \$1,200.03**

**Total Professional Services : \$1,200.03**

**Amount Due This Invoice : \$1,200.03**

**S&ME, Inc.  
Huntsville Branch  
399 Executive Drive  
Huntsville, AL 35816**

**If you have questions regarding this invoice, please call Jeff Pepper at 256-837-8882.**

*John  
Y001*

---

**Remit to: S&ME, Inc.  
PO Box 277523  
Atlanta, GA 30384-7523 USA  
Federal ID# 56-0791580**



Project : 128214005 -- HIGHWAY 431 IMPROVEMENTS

Invoice # : 711384

**LABOR**

<i>Class Name</i>	<i>Hours</i>	<i>Hrs Type</i>	<i>Rate</i>	<i>Amount</i>
STAFF PROFESSIONAL - P1	9.00	R	\$68.31	\$614.79
PROJECT PROFESSIONAL - P4	3.00	R	\$105.00	\$315.00
SENIOR PROFESSIONAL - P5	2.00	R	\$135.12	\$270.24
<b>Labor Total :</b>				<b>\$1,200.03</b>

Total: \*\*\*\* -- GENERAL PHASE

Labor : \$1,200.03  
Expense : \$0.00

Total: 128214005 -- HIGHWAY 431 IMPROVEMENTS : \$1,200.03

Remit to: S&ME, Inc.  
PO Box 277523  
Atlanta, GA 30384-7523 USA  
Federal ID# 56-0791580

**APPENDIX B - FEE PROPOSAL and HOURLY FEE SCHEDULE**

**ALDOT Project No. STHV-STPAA-0001(577)**

**Intersection Improvements on SR-1 (US-431) at Sutton Road, Caldwell Lane, Plainview Drive and Old Big Cove Road  
In the City of Huntsville, Madison County**

4/29/2016

We are requesting a supplemental fee as follows:

**LABOR ESTIMATE**

Employee Classification	Hourly Rate	Est. Man-hours	Total	Comments
Sr. Project Manager	\$60.10	11	\$661.10	Average 0.25 hours per extra working day
Professional Civil Engineer	\$38.94	31	\$1,207.14	Average 0.75 hours per extra working day
Construction Inspector	\$25.00	21	\$525.00	Inspection for repaving and punch-list items
Administrative Assistant	\$20.00	147	\$2,940.00	Average 3.5 hours per extra working day
2-Man Survey Crew	\$31.63	0	\$0.00	
<b>Total Direct Labor</b>			<b>\$5,333.24</b>	
<b>Audited Combined General Overhead Rate @ 187.57% =</b>			<b>\$10,003.56</b>	
<b>Sub-Total Labor Cost + Overhead =</b>			<b>\$15,336.80</b>	
<b>Total Estimated Direct Costs =</b>			<b>\$1,453.60</b>	
<b>Total Estimated Labor &amp; Direct Costs =</b>			<b>\$16,790.40</b>	
<b>Profit 10% =</b>			<b>\$1,679.04</b>	
<b>Sub-Total =</b>			<b>\$18,469.44</b>	
<b>FCCM (Facilities Capital Cost of Money) @ 0.57% =</b>			<b>\$30.40</b>	Applied to Direct Labor Only w/out Profit
<b>Sub-Total =</b>			<b>\$18,499.84</b>	
<b>Construction Materials Testing Subconsultant (S&amp;ME, Inc.) =</b>			<b>\$1,200.03</b>	
<b>5% Sub-Consultant Administration =</b>			<b>\$60.00</b>	
<b>Sub-Total Sub-Consultant Services =</b>			<b>\$1,260.03</b>	
<b>Total Estimated Fee =</b>			<b>\$19,759.87</b>	

Estimated Direct Costs	Rate/Unit	Total Units	Total
Reimbursable Mileage	\$0.540	840	\$453.60
Supplies, Copies, Postage, etc.	Varies	Lump Sum Estimate	\$1,000.00
<b>Total Direct Costs =</b>			<b>\$1,453.60</b>

<b>Grand Total =</b>	<b>\$19,759.87</b>
----------------------	--------------------

Note: This Fee Proposal is based additional time and expense due to construction not being completed within the 180 Working Days allowed for the project. Garver's FY 2012 Approved Combined General Overhead & FCCM Rates were used for the purpose of establishing the Total, Not-To-Exceed Fee Amount. Hourly Labor Rates are based on the employees/classifications used on the extra services for this project. Hourly Billing Rates are based on the following formula:  
 {Direct Labor + (1.8757 x Direct Labor)} x 1.1 + Direct Labor x 0.0057

Intersection Improvements on SR-1 (US-431) at Sutton Road, Caldwell Lane, Plainview Drive and Old Big Cove Road  
 In the City of Huntsville, Madison County, Alabama

ALDOT Project No. STPHV-STPAA-0001(577)

MANHOUR ESTIMATE

SCOPE OF CONSTRUCTION ENGINEERING & INSPECTION SERVICES TO BE PROVIDED					
	E-5 Senior Project Manager	E-3 Professional Civil Engineer	Construction Inspector	X-1 Administrative Assistant	2-Man Survey Crew
<b>A. General</b>					
1. Provide contract administration and document omissions, substitutions, defects & deficiencies noted in the work of contractor and the corrective action taken.	2	4		12	
<b>B. Survey Controls</b>					
1. Reestablish project survey controls and provide project surveying and quantity verification survey estimates during the course of the project.					
<b>C. Project Inspection</b>					
1. Monitor & document contractor operations; test, inspect, & document construction materials; & keep accurate, detailed records of contractor's daily activities	2	5	21	24	
<b>D. Testing (Materials Sampling &amp; Testing Proposal from S&amp;ME, Inc. is attached)</b>					
1. Coordinate with Contractor & geotech to ensure the appropriate sampling & testing of construction materials is performed as required by ALDOT Testing Manual				3	
<b>E. Management Engineering Services</b>					
1. Attend/Conduct/Participate in Pre-Construction Conference, record information at conference, and prepare & distribute copies of meeting minutes					
2. Complete & Maintain full & accurate daily record of all activities & events related to project, record work completed by Contractor, including pay item quantities	1	2		8	
3. Complete & Maintain Project Diaries and Inspector's Daily Reports as requested by ALDOT on a daily basis				16	
4. Maintain a project log of all materials entering into work w/ proper identification basis of acceptance for each shipment of material				4	
5. Maintain & analyze records of sampling & testing accomplished; Record Field Reports; & Verify, Certify, & Document work items requiring performance periods	1	2		24	
6. Prepare & Submit tabulation of quantities of items satisfactorily completed based on records & recorded calculations to be used in Monthly Progress Estimate	1	4		20	
7. Interpret Plans, Specifications & Contract provisions; Consult w/ City/State as needed when interpretation may have impact on cost/quality of work	1	4			
8. Ensure field problem solutions are pursued & implemented as soon as possible; Assemble relevant information; Assess impacts; Recommend Solutions	1	2		2	
9. Analyze plans, specifications, & contract provisions for extra work that appears necessary to fulfill contract intent; Recommend changes for City/State approval	1	2		8	
10. Negotiate prices for modification to contract if required due to necessary change in character of work; Prepare & Submit recommendation (Extra Work)					
11. Maintain accurate documentation of costs involved in work contractor claims is beyond original scope of construction contract (Extra Work)					
12. Maintain documentation of work involved in contractor claim for additional compensation; Prepare & Submit recommendation (Extra Work)					
13. Analyze contractor request for extension of contract time; Prepare recommendation covering accurate summary of statements & events (Extra Work)					
14. Prepare & Submit Final Estimate with documentation and one (1) set of record as-built plans for each contract including all changes made to plans	1	2		18	
15. Assist in preparation for hearings or litigation that may occur during the term of the Agreement in connection with project as needed (Extra Work)					
16. Monitor & document Contractor compliance with contract provisions in regard to payment of predetermined wage rates; including sub-contractor compliance				4	
17. Review & document Contractor compliance w/ EEO & AA requirements; Assist State's EEO Specialist; Review & Document DBE activities per contract goals				2	
18. Review & document whether construction activities violate any permit requirements; Notify contractor of problems & require immediate resolution of such					
19. Actively Encourage the review of all Shop drawing/sample submittals & approvals logged by STATE to accomplish reviews promptly					
20. Assist Contractor & Utility Companies in resolving conflicts in a timely manner to minimize delays to construction operations; Document conflicts as needed					
21. Conduct Meetings with contractor, sub-contractor, &/or utility companies to review plans, schedules, problems, or areas of concern & record meetings in Diary					
22. Conduct & Document field reviews of maintenance of traffic operations as needed after normal working hours, weekends, & holidays	1			2	
23. Respond to Inquiries from Public; Media; Property Owners; Local, State, &/or Federal Agencies, etc. and Inform City/State of Inquiries (Extra Work)					
24. Provide Design Engineering for Field Construction activities that may necessitate change to design plans to complete construction (Extra Work)					
<b>Total Hours by Classification Estimated for Construction Engineering &amp; Inspection Services:</b>	<b>11</b>	<b>31</b>	<b>21</b>	<b>147</b>	<b>0</b>

**Garver, LLC**  
**2016 Hourly Rate Schedule**  
**Valid for Duration of Contract**

<b>Classification</b>	<b>2016 Rates</b>
<b>Engineers / Architects</b>	
M-1	318.00
E-6	228.00
E-5	186.00
E-4	148.00
E-3	132.00
E-2	117.00
E-1	97.00
<b>Planners</b>	
P-2	140.00
P-1	116.00
<b>Designers</b>	
D-4	146.00
D-3	123.00
D-2	113.00
D-1	87.00
<b>Technicians</b>	
T-3	108.00
T-2	93.00
T-1	80.00
<b>Surveyors</b>	
S-6	173.00
S-5	117.00
S-4	96.00
S-3	71.00
S-2	56.00
S-1	43.00
1-Man Crew (Survey)	141.00
2-Man Crew (Survey)	170.00
3-Man Crew (Survey)	210.00
2-Man Crew (GPS Survey)	188.00
3-Man Crew (GPS Survey)	228.00
<b>Construction Observation</b>	
C-4	204.00
C-3	162.00
C-2	118.00
C-1	88.00
<b>Administration</b>	
M-1	318.00
X-4	114.00
X-3	88.00
X-2	66.00
X-1	49.00
<b>Intern</b>	
I-1	49.00