



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/10/2024

**File ID:** TMP-4662

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 2 to the Agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Zierdt Road between Martin Road to Madison Boulevard, Project No. 65-06-RD01 & ALDOT Project No. STPHV-ACAA62037-ATRP(016).

Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-524000-BUDGET01-

**City Cost Amount:** \$177,525.00

**Total Cost:** \$1,561,957.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Supplemental Agreement #2 with Garver, LLC for Construction Engineering and Inspection services for ALDOT Project No. STPHV-ACAA62037-ATRP(016) CR-7 (Zierdt Road) Southbound Lanes and Greenway from South of CR-11 (Martin Road) to Madison Boulevard Including Intersection Improvements at Martin Road and Madison Boulevard. Final construction services agreement to provide close-out project documentation in accordance with ALDOT requirements.

## RESOLUTION NO. 24-

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to execute Modification No. 2 to the Agreement between the City of Huntsville, Alabama and Garver, L.L.C., adopted and approved on the 27th day of September, 2018, by the City Council of the City of Huntsville, Alabama by Resolution No. 18-855, as attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be and is hereby modified from ONE MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$1,384,432.00) to ONE MILLION FIVE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$1,561,957.00), including this Modification No. 2, an increase of ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$177,525.00). New end date: November 30, 2024. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 2 to the Agreement between the City of Huntsville, Alabama and Garver, L.L.C., for Construction Engineering and Inspection Services for Zierdt Road between Martin Road and Madison Boulevard, Project No. 65-06-RD01 and ALDOT Project No. STPHV-ACAA62037-ATRP(016)." consisting of a total of four (4) pages plus three (3) additional pages consisting of Attachment "A", and the date of October 10, 2024 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 10th day of October, 2024.

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

**APPROVED** this the 10th day of October, 2024.

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

STATE OF ALABAMA        )

Modification No. 2 to the Agreement  
between the City of Huntsville, Alabama  
and Garver, L.L.C., for Construction  
Engineering and Inspection Services for  
Zierdt Road between Martin Road and  
Madison Boulevard, Project No. 65-06-  
RD01 and ALDOT Project No. STPHV-  
ACAA62037-ATRP(016).

**THIS IS MODIFICATION NO. 2 TO AN AGREEMENT** entered in on the 27th day of September, 2018, in the amount of ONE MILLION ONE HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$1,134,432.00), and amended on the 22nd day of July, 2021, in the amount of TWO HUNDRED FIFTY-THOUSAND AND NO/100 DOLLARS (\$250,000.00) for a revised total contract amount of ONE MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$1,384,432.00). The original Agreement is hereby amended by Modification No. 2 dated October 10, 2024, in the amount of ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$177,525.00) for a revised total contract amount of ONE MILLION FIVE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$1,561,957.00), by and between the City of Huntsville, 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 September 27, 2018, and amended on July 22, 2021, has proposed a change, identified as Attachment "A" to the original Agreement. This modification delineates a change to provide close-out project documentation in accordance with ALDOT requirements.

**WHEREAS**, the Owner desires that the contract documents 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:

Garver, L.L.C., will provide close-out project documentation in accordance with ALDOT requirements at a time and materials cost Not-to-Exceed ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100 (\$177,525.00). New end date: November 30, 2024.

President of the City Council of the City  
of Huntsville, Alabama  
Date: October 10, 2024

1. Item #1 shall be performed in accordance with the original Agreement dated September 27, 2018, and approved by the City Council by Resolution No. 18-855, and as described in the letter from Scott Leach to Kathy Martin, dated September 20, 2024, shown as Attachment "A".
2. 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.
3. 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:

\_\_\_\_\_  
Shaundrika Edwards  
City Clerk

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 Shaundrika Edwards, whose names as Mayor and City Clerk of the City of Huntsville, a municipal corporation in the State of Alabama, 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 \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 Ryan Patton, as Senior Project Manager, 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 Limited Liability Corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_ 2024.

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



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

www.GarverUSA.com

September 20, 2024

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

Attn: Mr. Jacob Stephens, PE

**RE: Supplemental Agreement #2 for Construction Engineering and Inspection (CE&I)  
ALDOT Project No. STPHV-ACAA62037-ATRP(016)  
CR-7 (Zierdt Road) Southbound Lanes and Greenway from  
South of CR-11 (Martin Road) to Madison Boulevard  
Including Intersection Improvements at Martin Road and Madison Blvd.  
In the City of Huntsville, Madison County**

Mrs. Martin:

After multiple disputes regarding Final Quantities, the Contractor (Wiregrass Construction Company, Inc.) has accepted the Final Quantities and we have process the Final Pay Estimate for this project. To summarize, the original construction contract was \$17,847,774.44. Due to construction changes orders during the course of the project, the total construction contract amount is \$18,159,011.20. The total amount complete and final construction amount came in at \$15,079,785.07. With the help of you and your staff, we were able to complete this project with a total construction savings of \$2,767,989.37 below the original contract amount!

A total of 55 working days were added to the construction contract through the construction change orders. The additional construction contract time resulted in additional project labor and expenses incurred by Garver and our sub-consultant, OMI, Inc. Garver's current hourly, not-to-exceed contract amount with the City is \$1,384,432.00. With this Supplemental Agreement, our total CE&I contract would be \$1,561,957.00. This will result in a total CE&I fee of approximately 8.75% of the original construction contract amount (\$17,847,774.44) which is much less than ALDOT's standard allowance of 15% for CE&I services. Throughout the course of this construction project, we tried diligently to assign staff and resources to stay within budget. Therefore, we respectfully request a Supplemental Agreement to cover the additional labor and expenses required to complete the CE&I services on this project.

The total Supplemental Agreement amount we are requesting is \$177,525.00. I have included a breakdown of the additional time and expense we have incurred for your reference along with a fee proposal for your reference. The total Supplemental Agreement amount requested for OMI, Inc. is \$1,825.00. Garver's additional costs to amounts to a total of \$175,680.00 which includes \$92.00 (5%) for sub-consultant administration.

We have already submitted the BMT-38 (Materials Certification) package to ALDOT and will make the revisions necessary to address any comments they might have so we can get this project closed out. The estimated completion date for this Supplemental Agreement is November 30, 2024.

Mrs. Martin, PE  
September 20, 2024  
Page 2 of 2

Please let me know if you have questions or need any additional information regarding this project or our request. Once again, we appreciated the opportunity to work with you and the City of Huntsville on this very important – and very successful – project! I am confident everyone is pleased with the end result.

Sincerely,  
Garver, LLC

A handwritten signature in blue ink, appearing to read "Scott C. Leach", with a stylized flourish at the end.

Scott C. Leach, PE  
Sr. Project Manager

CC: Project File

## Manhour Estimate and Fee Proposal

ALDOT Project No. STPHV-ACCA62037-ATRP(016);  
 CR-7 (Zierdt Road) Southbound Lanes and Greenway from South of CR-11 (Martin Road) to Madison Blvd.  
 In the City of Huntsville, Madison County, AL

Prepared on September 19, 2024

We are requesting a Supplemental Agreement to cover additional CE&I Services required for this project.

| LABOR ESTIMATE   |              | Hourly      | Man-hours | Total                | Comments/Assumptions |
|--|--------------|-------------|-----------|----------------------|----------------------|
| Employee Classification                                    | Billing Rate |             |           |                      |                      |
| Senior Project Manager                                     | \$234.00     |             | 105       | \$24,570             |                      |
| Professional Civil Engineer                                | \$151.76     |             | 4         | \$607                |                      |
| Sr. Inspector  | \$82.44      |             | 327       | \$26,958             |                      |
| Level II Inspector   | \$56.65      |             | 0         | \$0                  |                      |
| Senior Technician  | \$109.26     |             | 1115      | \$121,825            |                      |
| Land Surveyor  | \$152.27     |             | 0         | \$0                  |                      |
| 2-Man Survey Crew  | \$112.16     |             | 0         | \$0                  |                      |
| Total Labor Charges =                                      |              |             |           | \$173,960            |                      |
| Estimate of Project Related Direct                         |              |             |           |                      |                      |
| Costs and Expenses   | Rate/Unit    | Total Units | Total     | Comments/Assumptions |                      |
| Reimbursable Mileage                                       | \$0.535      | 1,500       | \$803     |                      |                      |
| Supplies, Copies, Postage, etc.                            | Varies       | N/A         | \$750     |                      |                      |
| Sub-total Direct Costs =                                   |              |             | \$1,553   |                      |                      |
| + 10% Profit on Expenses =                                 |              |             | \$75      |                      |                      |
| Total Direct Costs =                                       |              |             | \$1,628   |                      |                      |
| Construction Materials Testing Subconsultant (OMI, Inc.) = |              |             | \$1,845   |                      |                      |
| + 5% Sub-Consultant Administration =                       |              |             | \$92      |                      |                      |
| Total Sub-Consultant Services =                            |              |             | \$1,937   |                      |                      |
| Grand Total Estimated Budget =                             |              |             |           |                      | \$177,525            |

Hourly Billing Rates are based on Garver's FY 2016 approved FAR/Audited CFR Part 3 and employees we expect to use on the project.  
 Our approved Indirect Cost Rate of 191.29% & FCCM Rate of 0.82% has been used for office employee hourly billing rates.  
 Our Field Services Overhead Rate of 128.94% & FCCM Rate of 0.38% has been used for field services employee hourly billing rates.  
 The hourly billing rates for all employees that work on this project will be calculated and based on the following formula:  
 $\{\text{Direct Labor Rate} + (\text{OH Rate} \times \text{Direct Labor Rate})\} \times 1.1 + (\text{Direct Labor Rate} \times \text{FCCM Rate})$

Note: This Supplemental Agreement Request includes time and expenses incurred on the project and covers Final Project Closeout through ALDOT.

All rates will remain in effect for the duration of the contract.