



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 8/22/2024

File ID: TMP-4491

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Agreement between the City of Huntsville, Alabama and Barge Design Solutions, Inc., for Clinton Avenue Improvements, Project No. 71-24-TIO1.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-521000-PR7520xx

City Cost Amount: \$3,570.00

Total Cost: \$53,520.00

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:

Modification #1 with Barge Design Solutions to include irrigation design within the median for the Clinton Avenue. Scope increase of \$3,570.00 to the original contract amount. for a total modification amount of \$53,520.00. New end date: September 12, 2024.

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. 1 to the Agreement between the City of Huntsville, Alabama and Barge Design Solutions, Inc., adopted and approved on the 13th day of June, 2024, by the City Council of the City of Huntsville, Alabama by Resolution No. 24-407, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from FORTY-NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$49,950.00) to FIFTY-THREE THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$53,520.00), including this Modification No. 1, an increase of THREE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$3,570.00). New end date: September 12, 2024. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 1 to the Agreement between the City of Huntsville, Alabama and Barge Design Solutions, Inc., for Clinton Avenue Improvements, Project No. 71-24-TIO1," consisting of a total of three (3) pages plus four (4) additional pages consisting of Attachment "A", and the date of August 22, 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 22nd day of August, 2024.

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

APPROVED this the 22nd day of August, 2024.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 1 to the Agreement between
the City of Huntsville, Alabama and Barge Design
Solutions for Clinton Avenue Improvements,
Project No. 71-24-TIO1.

THIS IS MODIFICATION NO. 1 TO AN AGREEMENT entered in on the 13th day of June, 2024, in the amount of FORTY-NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$49,950.00). The original Agreement is hereby amended by Modification No. 1 dated August 22, 2024, in the amount of THREE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$3,570.00) for a revised contract amount of FIFTY-THREE THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$53,520.00), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and BARGE DESIGN SOLUTIONS, INC., (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated June 13, 2024, has proposed a change, identified as Attachment "A" to the original Agreement. This modification delineates a change to include irrigation design within the median for Clinton Avenue.

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:

1. Barge Design Solutions, Inc. will provide for irrigation design in a Lump Sum Contract amount of THREE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$3,570.00). New end date: September 12, 2024.
2. Item #1 shall be performed in accordance with the original agreement dated June 13, 2024 and approved by the City Council by Resolution No. 24-407, and as described in the letter from Gregg Bissott to Toneka Lindsay, dated July 15, 2024, 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.

**President of the City Council of the City
of Huntsville, AL**
Date: August 22, 2024

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:

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 Shandrika 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: BARGE DESIGN SOLUTIONS, INC.

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 Gregg Bissott, 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 ____ day of _____ 2024.

Notary Public _____

My Commission Expires: _____



**Attachment A - Scope of Work Supplement 1
Clinton Ave Improvements
Huntsville, Alabama**

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Final Deliverables
- VI. Compensation

I. Project Description

See Scope of Work from Original Agreement dated 6/17/24. This Supplement is adding irrigation design to the original scope of work.

II. Scope of Services

BARGE Design Solutions, Inc. (Barge), through a subconsultant, is proposes the following Scope of Services related to the above-noted items:

- 1) Irrigation Design** - See Attachment B for the scope of services.

III. Project Understanding, Assumptions and Exclusions

See Section III. Project Understanding, Assumptions and Exclusions, Original Agreement dated 6/17/24.

IV. Time of Performance

See Section IV. Time of Performance from Original Agreement dated 6/17/24.

V. Final Deliverables

See Attachment B for Deliverables for Task 1 and Task 2.

VI. Compensation

The compensation to be paid to Barge for providing the requested services is provided in the Fee Summary Table below. The total contract amount for the Lump Sum services, including direct project expenses, will not exceed the TOTAL amount shown below without prior authorization by the Client. Barge reserves the right to reallocate amounts among tasks, as necessary.

Fee Summary Table			
Items			Fee Amount
1	Irrigation Plans	Lump Sum	\$ 3,570
TOTAL		Lump Sum	\$ 3,570

Sincerely,

A handwritten signature in blue ink that reads "Gregg Bissot".

Gregg Bissot, PE
Client Service Leader



2024-07-01

Mr. Steve Provost
Barge Design Solutions
500 Corporate Parkway, Suite 100
Hoover, AL 35243

Dear Steve,

Hines Inc is honored to partner with Barge Design Solutions to provide Irrigation System Design for Huntsville Clinton Avenue in Alabama. It is assumed that the project scope includes irrigation system design for 800 linear feet of roadway medians & will contain drip irrigated plant materials. It is further assumed that the irrigation system will utilize a potable water supply with adequate municipal pressure & flow rate to efficiently operate the irrigation system. Our detailed scope of work & general conditions are attached for your review & approval.

Scope & Fee Summary

Fee

Construction Documents:

Task 1: Irrigation Plan Design

\$2,950

Construction Observation:

Task 2: Construction Services

\$450

Total

\$3,400

We strive to be as specific as possible in all aspects of our work to ensure complete understanding of scope & our ability to meet the proposed schedule. Should anything require further clarification, please do not hesitate to contact me.

Kind Regards,
James N Hines



CONSTRUCTION DOCUMENT SCOPE-OF-WORK

Task 1 - Irrigation Plan Design

- Site irrigation water balance will be developed to estimate future annual water usage.
- Irrigation controller location, electrical power source location and water tap information (available pressure, meter requirements, etc.) will be documented.
- Design will comply with applicable City & ALDOT equipment specification and design standards.
- Detailed irrigation design will include; sprinkler layout, mainline and lateral pipe routing and sizing, remote-control valve locations, and diagrammatic routing of drip laterals.
- Prepare irrigation details in required format.
- Prepare irrigation specifications in CSI format.
- **Deliverables:**
 - Two (2) 24 x 36 drawing sheets at 20 scale, details & specifications.
 - This proposal assumes a total of three (3) drawing submittals: (50% CD, 75% CD, 100% CD)

CONSTRUCTION OBSERVATION SCOPE-OF-WORK

Task 2 - Construction Services

- Pre-Construction Services
 - Participation in a pre-construction conference call/video conference to answer Contractor questions and to provide clarification to bid documents as required.
 - Review of RFIs, shop drawings, and material submittals, comment, re-review and approval for construction.
 - **Deliverables:** Project related documentation in the required format

Client-Provided Information

This proposal assumes that the Client will provide the information necessary to complete the scope of work. Examples of client-provided information include but are not limited to: Project base files in the required format, key design team contact information, project milestone definition, and coordinated reasonable advanced notice of submittal deadlines.

Additional Services

If additional services or reimbursable expenses are requested beyond what is outlined in the tasks listed above, Hines would be pleased to provide a written proposal that will outline new scope, tasks, fee, & reimbursable expenses associated with the work.

Notes:

- Major base changes made after 90% Construction Document submittal, resulting in major irrigation design revisions, will require additional fees.
- If a booster pump is required, an additional fee will be necessary for the design and specification of pump equipment.
- All final construction documentation, including specifications, shall be approved by the Owner's Representative prior to issuance for bidding.
- Construction service tasks & fees proposed are an estimate of required activities and associated costs at the time of project proposal. Construction service activities will be completed on Client request and invoiced Hourly Not-to-Exceed assuming there is remaining approved fee available. Should scope and fee be exhausted prior to completion of the tasks outlined above, or should the Client request additional items not listed above, Hines will request approval of additional scope and fees. Site Visits require two weeks' notice to ensure scheduling. If site visit is scheduled and Hines arrives on site and inspection cannot be completed for any reason, Hines will provide a non-refundable invoice for the full site visit cost & travel expenses.
- Not included in this scope-of-work:
 - Construction Services (On-site Observation, As-built Creation)

We request written approval to proceed with this project. Signature indicates agreement with our scope, fee, and General Conditions. Refer to Attachment A for a detailed list of our General Conditions. Please call with any questions or comments; we look forward to working with you on this project!

Kind Regards,
Hines Inc.

AGREED TO BY:
Barge Design Solutions Representative

James N Hines

Authorized Signature

Date