



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/5/2024

File ID: TMP-4909

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 between the City of Huntsville and Bostick Landscape Architects for architectural services for the Big Spring Park Expansion.

Resolution No.

Finance Information:

Account Number: 3020-14-00000-521002-000000000

City Cost Amount: \$200,000.00

Total Cost: \$470,000.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: 200 Church Street

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

Additional Comments:

Modification #1 will include additional services for the Fountain Consultant and structural, electrical and mechanical engineering design services for the restroom building.

RESOLUTION NO. 24-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, and the Mayor that the contract with Bostick Landscape Architects for Architectural Services for the Big Spring Park Expansion Huntsville, Alabama, approved and executed by the City of Huntsville, Alabama on the 14rd day of March, 2024, be and the same is hereby amended as is reflected on Modification No. 1 and attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be hereby is amended from Two Hundred Seventy Thousand Dollars and No/100s (\$270,000.00) to Four Hundred Seventy Thousand Dollars and No/100s (\$470,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to, including this Modification No. 1 in the amount of Two Hundred Thousand Hundred Dollars and No/100s (\$200,000.00), said Modification No. 1 is substantially in word and figures as attached hereto identified as “Modification No. 1 to the contract between the City of Huntsville and Bostick Landscape Architects, for the Big Spring Park Expansion.” consisting of eight (8) pages together with the signature of the City Council President 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 5th day of December, 2024.

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

APPROVED this the 5th day of December, 2024.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA

COUNTY OF MADISON

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)

Modification No.1 to the
Agreement Between the
City of Huntsville, Alabama
and Bostick Landscape Architects
Dated March 14, 2024,
as adopted by Resolution No. 24-151

MODIFICATION NO. 1

THIS MODIFICATION TO AN AGREEMENT is entered into on this the **5th** day of **December, 2024** by and between the City of Huntsville, Alabama (Owner) and Bostick Landscape Architects as adopted by Resolution 24-151 on March 14, 2024. The City of Huntsville does hereby modify the contract to continue providing Architectural services for the Big Spring Park Expansion.

WHEREAS, at the time of hire, the scope of work for the Big Spring Park Expansion was to include preliminary and final designs of an upper plaza with pavilion, lower plaza, sidewalk to connect plazas to Church Street, lighting and electrical, civil engineering, landscape and irrigation for the space defined.

WHEREAS, the scope of work for design services listed in Attachment “A” of the Agreement Between the City of Huntsville, Alabama, and Bostick Landscape Architects dated March 14, 2024, as adopted by Resolution No 24-151 is hereby to include additional services listed in the attached proposal dated October 31, 2024, from Bostick Landscape Architects to include the Fountain Consultant and structural, electrical and mechanical engineering design services for the restroom building.

THEREFORE, the previously established Not to Exceed amount of Two Hundred Seventy Thousand Dollars and No/100s (\$270,000.00) for these professional services is hereby increased by the amount of Two Hundred Thousand Dollars and No/100s (\$200,000.00) thereby modifying the Not To Exceed Amount to be Four Hundred Seventy Thousand Dollars and No/100s (\$470,000.00).

All other terms and conditions remain unchanged.

CONTRACTOR

OWNER


SEAL

SEAL

Chad Bostick

Tommy Battle

By:

Signed by:

E37C6865145F478...

(SIGNATURE)

Chad Bostick
Bostick Landscape Architects
413 Homewood Drive
Huntsville, AL 35801

11/20/2024 | 3:06 PM CST

(DATE OF EXECUTION)

By:

(SIGNATURE)

Tommy Battle, Mayor
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

December 5, 2024

(DATE OF EXECUTION)

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



Attachment A

February 23, 2024

Chris O'Neil
Facilities Projects Manager
City of Huntsville
P.O. Box 308
Huntsville, AL 35804

RE: **Big Springs Park East Addition**

Dear Chris,

Thank you for the opportunity to submit this proposal to you for the design and construction drawings of the Big Springs Park east addition in Huntsville, Alabama. I am pleased to submit this outline for plaza, structure, terraces, lighting, grading and utilities, landscape, irrigation and repair design to sidewalks in the current east park.

This proposal includes using the BLA conceptual master plans of the space dated April 4, 2022 as the basis of the design.

This proposal includes the preliminary and final designs of the following; an upper plaza with a pavilion, a lower plaza, sidewalks to connect plazas to Church Street, lighting and electrical, civil engineering, landscape and irrigation for the space defined in the April drawing. This proposal will provide the project manual as well as construction administration for the project.

Bostick Landscape Architects (BLA) proposes the following approach and scope of services:

SCOPE OF SERVICES

I. Base Information and Civil Drawings

BLA will subcontract with Schoel Engineering for all survey and civil engineering work for the project.

- A. The BLA team will use a cad survey provided by Schoel Engineering once the building has been removed as the basis for design. This survey will include features that may remain after site demolition as well as all topography for the areas as part of this project from the edge of the AT&T building, to the demolition fence limits in Big Springs Park East, from Fountain Circle back of curb to the south side of Church Street. Plans will be prepared at the appropriate scale from the survey information provided.

II. Preliminary Design Development Plans

- A. Utilizing the base information, BLA will create a layout of the site with plazas, walks and other amenities further defined from the Conceptual drawing.



III. Preliminary Layout and Grading Plans

- A. From the above design development plan, BLA will develop a preliminary layout plan for review of the park space. The following items will be addressed as part of this preliminary layout:
 - 1. Dimensions of the amenities, sidewalks pavilions, walkways, raised table tops and median across Church Street as well as other items defined in the master plan.
 - 2. Develop a preliminary landscape and irrigation scheme(s) based off the master plan for the site as well as the expressed needs of the park from previous city meetings.

IV. Final Layout, Grading and Utility Plans

- A. Final Proposed Layout and Grading Plans.
 - 1. Upon the city's review, comments and acceptance of the Preliminary Plans, the design team will prepare final construction documents for the areas outlined above incorporating these items and comments. The final plans will consist of dimension plans to properly lay out the sidewalks, median and table top, plazas, pavilion, walls steps curb and gutter and any other pertinent dimensions for a buildable set of plans.
 - 2. The design team will provide Final grading plans which will illustrate areas for soil renovation and addition, final spot elevations and contours as well as all drainage needed.
 - 3. The design team will provide Final utility drawings for the site coordinating with utility companies for sanitary sewer, power, water, gas and communications.

V. Final Hardscape Specialty, Landscape and irrigation Drawings

- A. Final Specialty Hardscape Plans
 - 1. BLA will provide all detailing for the specialty areas included surfacing, steps and handrails, trash receptacles, benches and tables, and seatwalls to be installed throughout the park. Structural design is included for all walls necessary for the project.
 - 2. Final landscape and irrigation plans showing quantities and locations for the landscape plans as well as all elements necessary for a working irrigation system matching existing irrigation components in Big Springs Park East.

VI. Final Electrical Plans

- A. Electrical Plans

BLA will sub-contract with Hyde Engineering to provide an electrical plan for the entire site consisting of lighted walking paths, street lights along Church, as well as revising the food truck power as necessary with the updates to Church Street.



VII. Final Architectural Plans

A. Pavilion

BLA will subcontract with Nola Van Peursem Architects to provide architectural drawings for the pavilion for bidding purposes. Structural and electrical design is included in this portion of the design as it relates to the pavilions and shall be shown as a part of these drawings.

VII. Contract Administration

A. Bidding / Negotiation

These services are outlined below:

BLA will assist you in obtaining and evaluating bids and in negotiating and awarding all contracts for construction of the park work. This will include, in part, the following services.

The services provided in this phase include:

- a. Completion of the project manual for all specifications.
- b. Assisting you in qualifying bidders.
- b. Participating in pre-bid conferences.
- c. Preparing addenda to the Construction Documents.
- d. Attending bid opening
- e. Evaluating bids.
- f. Recommending and award of Construction Contract.
- g. Distributing required sets of contract documents. Consider, analyze, compare and make recommendations relative to alternatives or substitutions proposed by bidders or proposers either prior to or subsequent to receipt of bids or proposals.

B. Construction Administration

BLA will provide the following:

1. Attend the Owner/ Architect Contractor meetings if requested.
2. The Landscape Architect will represent the Client, as his agent, during the construction of the Landscape Work.
3. The Construction Observation Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, thirty (30) days after the Date of Substantial Completion of the Work, whichever comes first.
4. The Landscape Architect is a representative of the Client during the Construction Phase. Instructions to the Contractor will be forwarded through the Landscape Architect.
5. Review progress or construction work for conformance of the Contract Documents on an average of one (1) day per week minimum for the full construction period.



6. The Landscape Architect will visit the site at appropriate intervals to become generally familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Landscape Architect will keep the Owner informed of the progress and quality of the Work and will endeavor to guard the owner against defects and deficiencies in the Work.
7. The Landscape Architect does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work: for the acts or omissions of the Contractor, his Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
8. Provide clarifications and coordination of documents in writing and/or sketches as requested by the owner.
9. The Landscape Architect will determine the amounts owed to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and will approve Certificates for Payment in such amounts. The approval of a Certificate for Payment is not a representation that the Landscape Architect has made any examination to ascertain how and for what purpose the Contractor has used the monies paid
10. The Landscape Architect will review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for conformance with the design concept and conformance with the information given in the Contract Documents.
11. The Landscape Architect will prepare Change Orders for the Client's approval and execution, and will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or Contract Time.
12. Prepare Punch-list for consultant's scope of work and one (1) subsequent review that the work has been in conformance with the Contract Documents.

COMPENSATION FOR SERVICES

The fee for Items I-VIII will be a not to exceed amount of \$270,000.00 and includes final landscape architecture, architecture, civil, structural, and electrical engineering fees. This amount is based on the Alabama DCM basic fee rates for group III projects.

These fees will be billed as per the city's general service contract agreement. I request that our invoices be paid within 30 days of receipt, in order for us to provide uninterrupted services.

Should you request any services not mentioned in this proposal; those services will be performed at our appropriate hourly rates with an estimate of time first presented to you for review.

Our hourly rates are as follows:

Landscape Architect:	125.00 per hour	Architect:	Hourly rates
Civil Engineer:	Hourly rates	Electrical Engineer:	Hourly rates

413 Homewood Drive Huntsville, Alabama 35801

256.361.9BLA

www.bosticklandscapearchitects.com



REIMBURSABLES

In addition to the above stated fees, all substantial print, courier, photographic, fax and long distance phone costs will be billed monthly at BLA or Consultant cost plus 15%. These reimbursable expenses will be billed along with the design fees.

ADDITIONAL SERVICES

Consists of professional services provided, if any, which are not described specifically above and as mutually agreed upon between the Client and the Landscape Architect. Examples of such services include, but are not limited to the following:

- A. Any consultation time spent dealing with or incurred by dealings with any government or municipal agency or office. This would include time above an allowance specified in the above scope of services. If no time is allowed for, these services would be provided on an hourly basis.
- B. Substantial increase in drawings or administration due to multiple contracts or multiple phases of work.
- C. Assisting the Client in arranging for the Work to proceed should the Contractor default due to delinquency or insolvency.
- D. Any construction administration for overseeing the implementation of the project.
- E. Providing prolonged administration of construction contract should the construction contract time be exceeded by more than thirty (30) days through no fault of the Landscape Architect.
- F. Preparing as-recorded drawings showing construction changes in Work or final locations of equipment, mechanical or electrical service lines and outlets, on the basis of data furnished by the Contractor.
- G. Revising drawings, specifications or other documents previously approved to accomplish changes requested by the Client.

This proposal and its contents are good for the period of February 23, 2024 through March 23, 2024.



October 31, 2024

Mr. Chris O'Neal
City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

RE: **Big Springs Park Expansion**

Please find this proposal for additional services for the park project. This proposal will cover the following:

SCOPE OF SERVICES

- A. Addition of the bathroom building for the project which will include all structural, mechanical and electrical services.
- B. Addition of the fountain consultant to the project
- C. Addition of the green roof to the project.
- D. Addition of the paver fix in the park
- E. Addition of the sidewalks from this site to the Breland entrance at the old bank
- F. Addition of the sidewalks from this site to the entry to the Truist garage and all ROW to complete this side of Fountain Circle from the square to the Truist garage entry.

COMPENSATION FOR SERVICES

- A. Scope of Services - The fee for Items above will be a not to exceed amount of \$200,000.00 to be added to the current contract of \$270,000.00. The amounts break down as follows per discipline:
 - Nola Van Peursem – \$100,000.00 – includes all structural, mechanical and electrical services for the bathroom, green roof consultant/ design team, and alternate structural for the pavilion based on current design.
 - Southern Aquatics Inc. – \$49,800.00 – fountain design at current pavilion
 - Bostick LA -- \$50,200.00

Total for All both original and additional services - \$470,000.00.

REIMBURSABLES

All reimbursables are covered within the original contract.

This additional services proposal and its contents are good for the period of November 1, 2024 through December 1, 2024.

Respectfully,

Chad Bostick, PLA, ASLA
President