



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/26/2023

File ID: TMP-3502

Department: General Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the Agreement between the City of Huntsville and KPS Group, Inc., for the Sandra Moon Community Center Phase 4.

Resolution No.

Finance Information:

Account Number: 4017-14-00000-523023-PHASE004

City Cost Amount: \$ 507,500.00

Total Cost: \$ 1,701,375.00

Special Circumstances:

Grant Funded: NONE

Grant Title - CFDA or granting Agency: n/a

Resolution #: N/A

Location: (list below)

Address: 7901 Bailey Cove Road

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

Additional Comments:

Increase of total project budget from \$15,000,000.00 (7.25% fee rate) to \$20,000,000.00 (7% fee rate) and change from CDAI to Newcomb and Boyd Consultants.

RESOLUTION NO. 23-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into Modification No. 1 to the Agreement by and between the City of Huntsville and KPS Group, Inc., for the additional amount of Five Hundred Seven Thousand Five Hundred Dollars and NO/100s (\$507,500.00) for a total amount of One Million Seven Hundred One Thousand Three Hundred Seventy-Five Dollars and NO/100s (\$1,701,375.00) for Architectural Services for the Sandra Moon Community Center Phase 4, Huntsville, Alabama. Said agreement is substantially in words and figures similar to the certain document attached hereto and identified as "Modification No. 1 to the Agreement between the City of Huntsville and KPS Group, Inc.," consisting of seven (7) 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 26th day of October, 2023.

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

APPROVED this the 26th day of October, 2023.

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 KPS Group, Inc.
Dated December 27, 2022,
as adopted by Resolution No. 22-871

MODIFICATION NO. 1

THIS MODIFICATION TO AN AGREEMENT is entered into on this the 26th day of October, 2023 by and between the City of Huntsville, Alabama (Owner) and KPS Group, Inc. as adopted by Resolution 22-871 on December 27, 2022. The City of Huntsville does hereby modify the contract to continue providing Architectural services for the Sandra Moon Community Center Phase 4.

WHEREAS, the fee was based upon a \$15,000,000.00 Million Dollar Construction Budget with a Not To Exceed reimbursable amount of \$10,000.00; and

WHEREAS, CDAI was contracted by KPS Group, Inc. for the acoustical and theater services as specialty consultants;

WHEREAS, KPS Group, Inc. has determined that CDAI has not provided a definite scope of work and a fair fee proposal for this project;

WHEREAS, KPS Group, Inc. proposes to release CDAI from their contract and enter a contract with Newcomb and Boyd, (who is more qualified for this project) for acoustic testing, acoustic design, audiovisual, theatrical systems, and general consulting of the event hall, gymnasiums, and teen space as needed;

WHEREAS, the scope of work for design services listed in Attachment “A” of the Agreement Between the City of Huntsville, Alabama, and KPS Group, Inc. dated December 27, 2022, as adopted by Resolution No 22-871 is hereby amended to the attached proposal (Attachment “B”) dated October 4, 2023 from KPS Group, Inc.

WHEREAS, the increase in cost of construction from \$15,000,000.00 at a rate of 7.25% to \$20,000,000.00 at a rate of 7%% based upon the State of Alabama’s fee schedule are hereby added to the agreement with KPS Group, Inc. thereby increasing the overall fee for services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the Architect agree to the following modifications to the Agreement:

1. Paragraph 3.1 of the Agreement containing the Fixed Limitation on Construction Cost is deleted and is hereby replaced with the following paragraph:

“3.1 The Architect understands and acknowledges that the Owner has established a budget for the Project of Not to Exceed **Twenty Million Dollars and No/100s (\$20,000,000.00).**

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

The Architect agrees to design the Project so that the actual Total Project Construction Cost does not exceed the Fixed Limitation for Construction Cost.”

2. Paragraph 4.1 of the Agreement is deleted and is hereby replaced with the following paragraph:

“4.1 The Owner shall compensate the Architect for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Paragraph 1.9 of this Agreement, by payment of the fixed sum of **One Million Seven Hundred One Thousand Three Hundred Seventy-Five Dollars and NO/100s (\$1,701,375.00).**”

THEREFORE, the previously established Not to Exceed amount of **One Million One Hundred Ninety-Three Thousand Eight Hundred Seventy-Five Dollars and NO/100s (\$1,193,875.00)** plus a Not to Exceed amount of **Ten Thousand Dollars and NO/100s (\$10,000.00)** for a Total Contract of **One Million Two Hundred Three Thousand Eight Hundred Seventy-Five Dollars and NO/100s** for these professional services is hereby increased by the amount of **Five Hundred Seven Thousand Five Hundred Dollars and NO/100s (\$507,500.00)** thereby modifying the Not To Exceed Amount to be **One Million Seven Hundred One Thousand Three Hundred Seventy-Five Dollars and NO/100s (\$1,701,375.00).**

All other terms and conditions remain unchanged.

CONTRACTOR

OWNER

SEAL

SEAL

Kristine A. Harding

Tommy Battle

By:

By:

(SIGNATURE)

(SIGNATURE)

Kristine A. Harding
104 Jefferson Street South
Huntsville, AL 35801

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

(DATE OF EXECUTION)

October 26, 2023

(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.

August 24, 2022

Chris O'Neal
Facilities Project Manager
City of Huntsville
Facilities Projects Management
PO Box 308
Huntsville, AL. 35804-0308

Re: Phase 4 Sandra Moon Community Center

Dear Mr. O'Neal:



We appreciate the opportunity to provide this fee proposal to you for consideration. This project has many special functions that will require specialty consultants beyond our Basic Services. In addition, we feel that we should complete the Masterplan effort that we started under Phase2, as well as Programming if there is no detailed programming document provided. We have broken the proposal down to address the Masterplan, Programming and Basic Services and are identifying specialty consultants who will provide fee proposals once their scope of work is defined. Basic Services includes construction documents through construction administration.

During this phase, we understand that we are to complete approximately 110,000 SF into renovated spaces to include 700-800 seat Theater that can be reduced to 350 seat Black Box Theater, Event Space, Catering Kitchen, Meeting Spaces, Restrooms, Multi-purpose Spaces, Support Athletic Spaces with Walking Track, new additions for elevators, Dressing Rooms, Offices and entrance drive. We expect that we will also provide FF&E Services. We understand that you need Huntsville City Council approval and anticipate that we will have a Notice to Proceed on or about October 1, 2022 with a desired completion date for construction documents end of March 2023.

We have been given a construction budget of \$15,000,000 and recommend no less than a 10% contingency. Per the State of Alabama Fee Schedule for major renovation, our fee will be 7.25% of the construction cost. The break-down is as follows:

Masterplan Completion	\$ 20,000
Programming	\$ 54,375
FF&E (8% of \$400K Budget)	\$ 32,000
<u>Basic Services</u>	<u>\$1,087,500</u>
TOTAL	\$1,193,875

Specialty Consultants expected for this project but not limited to are as follows:

Audio/Visual	Harvey Marshall Berling Assoc (HMBA)
Acoustical Engineering	CDAI
Theater Consultant	HMBA
Lighting (both theatrical and architectural)	HMBA

KPS Group, Inc.
104 Jefferson Street South
Huntsville, AL 35801
Tel: 256-539-0764

Our Basic Services include Architecture, Interior Design, Civil, Structural, Electrical, Mechanical, Plumbing and Fire Protection. Those consultants are as follows:

Schoel Engineering
LBYP
Mims
Electrical

Civil
Structural
Mechanical/Plumbing/Fire Protection
Hyde Engineering

As is standard, we invoice monthly for percentage complete which is due 15 days from the date of the invoice and considered past due at 30 days. Reimbursable expenses include printing, copies and overnight mail fees which will be invoiced at cost plus 10%. Please let us know if you have any questions. We look forward to working on this project with you!

KPS Group, Inc.
Sincerely,

A handwritten signature in black ink, appearing to read "Kristine A. Harding". The signature is fluid and cursive, with a large, stylized initial "K".

Kristine A. Harding, FAIA
Sr. Vice President

KPS GROUP, INC.**Schedule of Hourly Rates - 2021-2022**

<u>Position</u>	<u>Rate</u>
Officers	300
	260
	220
Vice President	195
Senior Associate	175
Associate	140
Senior Staff	130
Technical Staff	120

October 4, 2023

Attachment B

Chris O'Neal
Facilities Project Manager
City of Huntsville
Facilities Projects Management
PO Box 308
Huntsville, AL. 35804-0308

Re: Phase 4 Sandra Moon Community Center REVISED Fee Proposal

Dear Mr. O'Neal:



We appreciate the opportunity to provide this updated fee proposal to you for consideration. As stated in our original agreement, this project has many special functions that will require specialty consultants beyond our Basic Services. We originally brought CDAI on board during the programming phase to help us define their scope of work for acoustics and theater consultation. We included their fees in our programming services and they have been paid \$37,948.20 for their time and reimbursable expenses. We have had challenges working with CDAI to define their scope and obtaining a fair fee proposal. To this end, we made the decision to pursue Newcomb and Boyd and feel that they are more qualified to work on this project. We propose to contract with them for acoustic testing, acoustic design, audio visual and theatrical systems consulting. Their fee is \$180,000 for the specialty design and \$14,000 for general consulting of the Event Hall, Gymnasiums and Teen Space as needed.

Additionally, our A/E scope of basic Services has increased to an approximate budget of \$29,000,000. We understand that the city wants to avoid multiple contract amendments so we recommend that we include in this contract amendment the Newcomb and Boyd fees and an increase to our Basic Services of a \$20,000,000 budget. Once the bids are received, we can update our fees to the actual construction amount.

Per the State of Alabama Fee Schedule for major renovation, our fee will be 7% of the \$20,000,000 preliminary construction cost. The break-down is as follows:

Masterplan Completion	\$ 20,000 COMPLETE
Programming	\$ 54,375 COMPLETE
FF&E (8% of \$400K Budget)	\$ 32,000
Newcomb and Boyd	\$ 195,000
<u>Basic Services</u>	<u>\$1,400,000 (\$223,906.25 PTD)</u>
TOTAL	\$1,701,375

Specialty Consultants expected for this project but not limited to are as follows:

Audio/Visual	Newcomb and Boyd
Acoustical Engineering	Newcomb and Boyd
Theater Consultant	Newcomb and Boyd

Our Basic Services include Architecture, Interior Design, Civil, Structural, Electrical, Mechanical, Plumbing and Fire Protection. Those consultants are as follows:

Schoel Engineering
LBYP
Mims
Electrical

Civil
Structural
Mechanical/Plumbing/Fire Protection
Hyde Engineering

As is standard, we invoice monthly for percentage complete which is due 15 days from the date of the invoice and considered past due at 30 days. Reimbursable expenses include printing, copies and overnight mail fees which will be invoiced at cost plus 10%. Please let us know if you have any questions. We look forward to working on this project with you!

KPS Group, Inc.
Sincerely,

A handwritten signature in blue ink, reading "Kristine Harding". The signature is fluid and cursive, with the first name "Kristine" and last name "Harding" clearly distinguishable.

Kristine A. Harding, FAIA
Sr. Vice President