



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/17/2022

File ID: TMP-2283

Department: Urban Development

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Modification No. 1 to the agreement between the City of Huntsville and RSM Design, for Cummings Research Park, Project No. 71-22-SP04.

Type of Document: Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: 3700-71-00000-515370-00000000

City Cost Amount: \$12,500.00

Total Cost: \$77,000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

Modification No. 1 to the agreement with RSM Design for additional design services and additional service fees for Cummings Research Park.

RESOLUTION NO. 22-

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 RSM Design, adopted and approved on the 24th day of March, 2022, by the City Council of the City of Huntsville, Alabama by Resolution No. 22-200 as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and is hereby modified from SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00) to SEVENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$77,000.00), including this Modification No. 1, an increase of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00). New end date: January 31, 2023. 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 RSM Design, for Cummings Research Park, Project No. 71-22-SP04, as adopted by Resolution No. Resolution No. 22-200 of March 24, 2022," consisting of a total of four (4) pages plus three (3) additional pages consisting of Attachment "A", and the date of November 17, 2022 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 17th day of November 2022

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

APPROVED this the 17th day of November 2022.

Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 1 to Agreement between
the City of Huntsville and RSM Design
for Cummings Research Park, Project No.
71-22-SP04, as adopted by Resolution No.
22-200 of March 24, 2022

THIS IS MODIFICATION NO. 1 TO AN AGREEMENT entered in on the 24th day of March, 2022, in the amount of SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00). The original Agreement is hereby amended by Modification No. 1 dated November 17, 2022, in the amount of TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$12,500.00) for a revised total contract amount of SEVENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$77,000.00), by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (Owner) and RSM DESIGN (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated March 24, 2022, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change for additional design services for Cummings Research Park to include design directions and aesthetic palettes for the signage.

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. RSM Design, will provide for additional design services for Cummings Research Park to include design directions and aesthetic palettes for signage at a time and materials cost Not-to-Exceed TWELVE THOUSAND FIVE HUNDRED AND NO/100 (\$12,500.00). New end date: January 31, 2023.
2. Item #1 shall be performed in accordance with the original agreement dated March 24, 2022 and approved by the City Council by Resolution No. 22-200, and as described in the letter from Kyle Richter to Shane Davis, dated November 4, 2022, shown as Attachment "A".

**President of the City Council of the
City of Huntsville, Alabama
Date: November 17, 2022**

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. 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 _____ 2022.

Notary Public
My Commission Expires: _____

ENGINEER: RSM DESIGN

By: _____

ATTEST:

By: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Kyle Richter, 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 _____ 2022.

Notary Public
My Commission Expires: _____



REQUEST FOR ADDITIONAL SERVICE FEES

PROJECT

Cummings Research Park – Concept Design Revisions – AS1

SUBMITTED TO

Erin Koshut, Executive Director – Cummings Research Park

PREPARED BY

Kyle Richter, RSM Design

kyle@rsmdesign.com

DATE

November 04, 2022

This proposal is for additional design services for Cummings Research Park. This change order request is to supplement our original contract as a request for additional service fees. All terms and conditions are consistent with the original contract.

SCOPE OF WORK

Site Signage:

- Primary gateway monuments
- Secondary gateway monuments
- Vehicular directional

CONCEPT DESIGN REVISIONS

Based on the feedback received and discussions with the client team on the first round of conceptual design directions, RSM Design will revisit and develop 2 new conceptual design directions and aesthetic palettes for the signage scope. Using reference images and computer-generated design "sketches," the concept design package will convey the character of the concept direction for the signage elements. Please note, dimensions and material callouts are not added to the drawings in the concept design phase...the drawings focus on overall design aesthetics.

Deliverables

- Image palettes that convey the signage vision
- Maximum of 2 different concept design families will be presented. Only 1 modification to the initial submitted design approaches is included. *(Once a single design direction is selected, continued development will continue per the original contract scope of work)*
- Concept deliverables will be compiled into an 11" x 17" JPG formatted PDF presentation

Schedule

RSM Design anticipates an estimated 4 weeks for the completion of the revised concept design package after written notice to proceed is received. The contract end date for this work is 31 January, 2022. RSM Design shall not be responsible for delays outside of RSM Design's control.

DESIGN FEES

CONCEPT DESIGN REVISIONS *(2 NEW DIRECTIONS)* \$12,500 *(fixed not to exceed fee)*

PAYMENT + EXPENSES

RSM Design's hourly rates would remain the same through the duration of the project:

PRINCIPAL / DIRECTOR	\$225.00 PER HOUR
DESIGN / PRODUCTION	\$175.00 PER HOUR

For the purposes of calculating monthly charges, typical reimbursable expenses include, but are not limited to, the following:

- travel expenses
- in-house and external printing expenses
- parking and mileage at standard per diem rate established by federal government
- postage / messenger / express shipping

An agreed upon 5% markup is assessed on all reimbursable expenses above and beyond the outlined expenses. These charges will be itemized in each monthly client invoice. Reimbursable expenses are defined as those actual expenditures incurred directly in conducting the project. These include but are not limited to the items listed above. Excessive reimbursable expenses would be considered an additional fee – these may include such items as professional renderings, photography, presentation models, purchasing of stock photos, excessive printing, and special presentation materials.

No government or sales taxes will be taken out of these fees. If the client needs to pay taxes upon these fees or work provided, that amount shall be incurred at the client’s sole expense and not be deducted from the above amounts. All work by RSM Design for this project, including design services and preparation of deliverables will be conducted in the USA, and therefore not be subjected to any withholding taxes from international locations.

The above design fees are fixed fees (unless otherwise stated) and additional fees will only be charged if requested by the client or if the scope and meetings agreed upon change. Any fee associated with requested additional work will be negotiated with the client prior to beginning. Any changes in scope, meetings, or deliverables may result in additional expenses, but this will be brought to the client’s attention prior to any work started.

OWNER:
CITY OF HUNTSVILLE

CONSULTANT:
RSM DESIGN

BY: _____
NAME: _____

BY: _____
NAME: Kyle Richter

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: _____