

CITY OF SPRINGDALE
Committee Agendas
Tuesday, February 1st, 2021
City Council Chambers
City Administration Building
Meetings begin at 5:30 P.M.

Community Development Block Grant Program by Kevin Flores

1. **Community Development Block Grant Committee** meeting to consider and approve the distribution of our second round of COVID19 funding through the CDBG program. Pgs. 2 & 3

Committee of the Whole

2. **A Presentation** by Ryan Carr and Brad Baldwin regarding a Street Overlay Proposal.

Finance Committee by Chairman Jeff Watson

3. **An Ordinance** authorizing the Mayor and City Clerk to enter into an agreement with the Springdale Chamber of Commerce to promote Business Development and Economic Growth; to waive competitive bidding and for other purposes. Pgs. 4 - 8
4. **A Resolution** authorizing the execution of a Construction Contract with Top Hat Building and Roofing, Inc. who submitted the lowest bid in the amount of \$54,586.26 for Shiloh Meeting Hall Roof Repairs, Project No. CP2002, and appropriating funds. Resolution presented by Wyman Morgan, Administrative and Financial Services Director. Pgs. 9 & 10
5. **A Resolution** authorizing the execution of an amendment to an Architecture Contract for the Springdale Municipal Campus, Project No. 18BPC1 and 18BPC2. Resolution presented by Wyman Morgan, Administrative and Financial Services Director. Pgs. 11 - 15
6. **A Resolution** authorizing the execution of a Change Order, in the amount of \$222,463, for the Construction Contract for the Springdale Municipal Complex Project #18BPC1. Resolution presented by Wyman Morgan, Administrative and Financial Services Director. Pgs. 16 - 25

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
COVID19 CV3
TOTAL FUNDING ANTICIPATED: \$445,382

Springdale, as an entitlement city of the Community Development Block Grant Program, has been allocated a second round of COVID19 funds in the amount of \$445,382. The funds are to be used "To prevent, prepare for, and respond to the Coronavirus". The first allocation received by the City was \$478,318 and has been distributed as approved by the City Council.

Staff has worked with nonprofit organizations in the City that are on the front line assisting the needs of the community with rental assistance, food distribution, clothing, utility subsidies and other essential needs during the pandemic to solicit their needs and to review their ability to administer grants consistent with federal guidelines.

The following nonprofit organizations expressed a need for funding and understand grant requirements including both use and reporting and indicated they have the capacity to accept grant funds. Staff is recommending that funds be distributed as follows:

1. Northwest Arkansas Food Bank

Due to the pandemic, most of the food shelters have been working overtime and have lost space to keep up with the up rise in need for food and essential items. The Food Bank will be purchasing box truck to assist with movement of food distribution. The organization assisted with over 960 Springdale families, through distribution of food.

Funding Amount: \$139,283

2. Dinners for Veterans

The pandemic took a toll on the veterans in Springdale and surrounding areas. This organization will assist with food subsidies, rental, utility and other essential items. Just like the VFW they will assist the senior citizens in our community.

Funding Amount: \$20,000

3. Arkansas Crisis Center

Being quarantined for months on end will cause problems. Suicide has gone up 35% since this process has started and 1/3 of adult are reported symptoms of clinical anxiety and depression. The funds will assist with helping the communications and call centers. The call center has an increase of 108% in calls and needs assistance with the call center and additional staff to take calls.

Funding Amount: \$100,000

4. Returning Home

The quarantine process has also affected this organization by longer stays and longer processes to get the clients into society. The organizations kitchen is too small to handle the influx of personnel going through the doors. The funding will help build a better kitchen to accommodate the larger population.

Funding Amount: \$58,183

5. Epikos Center NWA

Homelessness is an issue with the pandemic. This organization will assist with the problem by purchasing vouchers for showers, laundry services and other essential duties. Thus it will help with safety issues that concern the homeless. They also provide services such as life coaches and other catalyst to help homeless individuals to get into a home/ shelter.

Funding Amount: \$56,200

6. Hope Distributors

This organization assists with movement of food to shelters, coordinates food giveaways. Also they are assisting with utility, rental and other essential payments needed through the pandemic. Since the pandemic, they have lost revenue and lost employees due to the pandemic; this will bring these employees back and assist with the overall movement of food and material to those who need it.

Funding Amount: \$50,000

7. Community Clinic

At the forefront of the pandemic are the medical facilities assisting with all of the community needs. This organization will bring in more PPE and assistance with the funds provided

Funding Amount: \$21,716

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE CHAMBER OF COMMERCE TO PROMOTE BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that in the past the City of Springdale has worked in conjunction with the Springdale Chamber of Commerce to promote business development and economic growth within the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is an agreement between the City of Springdale and the Springdale Chamber of Commerce, allowing for the Chamber to perform certain services for the City of Springdale as set out in the agreement for the total sum of \$225,000.00 per year, as set out in the Agreement;

WHEREAS, because the Chamber is actively involved in promoting of business development and economic growth within the City of Springdale, Arkansas, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Agreement, which is incorporated herein by reference, with the Springdale Chamber of Commerce, and to pay the sum not to exceed \$225,000.00 per year to the Springdale Chamber of Commerce, as set out in the Agreement, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2021, by and between the City of Springdale, Arkansas, hereinafter referred to as "City," and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "Chamber;"

WITNESSETH:

WHEREAS, the City of Springdale recognizing the need for continued development and economic diversification, a broader tax base, and increased employment opportunities and improved quality of life for its citizens, wishes to provide for a coordinated effort to encourage, foster and promote the economic development of the City and its environs; and

WHEREAS, the Chamber of Commerce of the City of Springdale, Arkansas has actively promoted business development and economic growth within the region for the purpose of creating jobs, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor;

WHEREAS, it is the desire of the parties that the Chamber provide economic development services to the City utilizing, among other things, the provisions of Act 686 of 2017; and

WHEREAS, it is the desire of the parties hereto that the entities involved in furthering the economic well being combine and coordinate their efforts for such purpose and provide as effective economic development program for Springdale, to be operated as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:

1. That the Chamber agrees to serve as the economic development marketing arm of the City for 2021 and 2022, subject to paragraph 5 of this Agreement.
2. Further, Chamber agrees that it shall be assigned the following responsibilities:
 - a. Chamber shall develop coordinate, administer and have overall management of economic development marketing activities and the coordination and administration of the functions above described for the City;
 - b. The Chamber shall be responsible for advancing the improvement, in the broadest sense, of the quality and the quantity of life in the City, utilizing, among other things, the provisions of Act 686 of 2017.
 - (1) Implementation, development and management of all marketing and advertising campaigns designed to attract a diverse segment of manufacturing, service industries, commercial and retail establishments, if such campaigns are used.
 - (2) Design and execution of an industrial retention and expansion program to encourage local manufacturing to remain and expand in the City.
 - (3) Operation of an on-going communications and promotions program for economic development activities in the City.
 - c. The Chamber shall provide a written report to the City Council on a quarterly basis relative to its economic development work. The reports will be due in January, April, July, and October of each year.

3. Further, it is agreed by and between the parties that in the role of serving as the economic development marketing arm for the City, Chamber shall be responsible for:

- a. Representing the City as the initial contact for manufacturing, service industries, commercial and retail prospects.
- b. Development of financial proposals to help accomplish the economic development goals, which includes development of financial proposals for project funding, which includes working with the City, AEDC, and regional and local financial institutions.
- c. Maintaining economic development files that will pertain to manufacturing, service industry, commercial and retail projects.

4. For the services to be provided by the Chamber to the City for the year 2021, the City shall pay \$225,000.00 to the Chamber. The sum of \$56,250.00 shall be paid on January 1, April 1, July 1, and October 1 in 2021, subject to paragraph 5 of this Agreement. For the services to be provided by the Chamber to the City for the year 2022, the City shall pay \$225,000.00 or an amount mutually agreed upon in writing and approved by the City, whichever amount is greater, to the Chamber. The sum shall be paid in four (4) equal installments on January 1, April 1, July 1, and October 1 in 2021, subject to paragraph 5 of this Agreement.

5. This Agreement shall terminate on December 31, 2022. However, should the City not appropriate the funds to pay the Chamber for 2022, this Agreement shall terminate December 31, 2021.

6. This Agreement does not create an exclusive right to conduct marketing of economic development by the Chamber on behalf of the City.

7. If the City appropriates the necessary funds through 2021 to fund this Agreement, this Agreement shall be automatically renewed for 2022 on the same terms and conditions as 2021 provided the Chamber requests renewal on or before October 1, and upon condition the City appropriates the necessary funds for 2022. If either party wants to change any of the terms or conditions set out in the Agreement, the party must submit those changes to the other party within 60 days prior to the expiration of the Agreement year. If the parties cannot agree to the changes, the Agreement will renew on the same terms and conditions set out herein provided the Chamber has requested renewal as provided herein, and provided the City appropriates the necessary funds.

WITNESS our hands and seals this 1st day of January, 2021.

CITY OF SPRINGDALE

BY _____

ATTEST:

SPRINGDALE CHAMBER OF COMMERCE

BY _____

ATTEST:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR SHILOH
MEETING HALL ROOF REPAIRS AND
APPROPRIATING FUNDS
CP2002**

WHEREAS, Springdale administration has received bids for repair work on the Shiloh Meeting Hall roof, and

WHEREAS, the low bid of \$54,586.26 was received from Top Hat Building & Roofing, Inc., and

WHEREAS, The City has a balance of \$61,420.00 funds appropriated for this project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Top Hat Building & Roofing, Inc. for repairs to Shiloh Meeting Hall roof repairs for a cost of \$54,586.26.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this 1st day of February, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Beth Parnell

From: Allyn Lord <alord@springdalear.gov>
Sent: Friday, January 22, 2021 9:59 AM
To: Wyman Morgan
Subject: RE: Shiloh Meeting Hall roof bid opening

Thanks. Should Gary come to the committee meeting, the council meeting, or both?

Allyn

From: Wyman Morgan [<mailto:wmorgan@springdalear.gov>]
Sent: Friday, January 22, 2021 9:52 AM
To: Allyn Lord
Subject: RE: Shiloh Meeting Hall roof bid opening

Colby is going to write the resolution. Will get it on the agenda.

Wyman

From: Allyn Lord [<mailto:alord@springdalear.gov>]
Sent: Thursday, January 21, 2021 2:39 PM
To: 'Wyman Morgan'
Cc: Mayor Doug Sprouse
Subject: Shiloh Meeting Hall roof bid opening

Wyman:

We had a successful bid opening on the Shiloh Meeting Hall roof project. The low bidder was Top Hat Building & Roofing out of Springdale. The total bid was \$54,586.26.

- Would you please put us on the Council committee agenda for Monday, Feb. 1?
- Would it be helpful for Gary Clements to be there for the committee meeting, for the Council meeting (Tues., Feb. 9), or for both meetings?

Gary may send you paperwork from the bid opening. If not, just let me know what you need. Thanks.

Allyn

(Ms) Allyn Lord
Director
Shiloh Museum of Ozark History
118 W Johnson Ave
Springdale, AR 72764-4313
479-750-8165

alord@springdalear.gov
www.ShilohMuseum.org

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AMENDMENT TO AN ARCHITECTURE
CONTRACT FOR THE SPRINGDALE MUNICIPAL
CAMPUS
PROJECT NO. 18BPC1 AND 18BPC2**

WHEREAS, the contractor has experienced no-fault delays due to the COVID-19 virus that will extend the 780 calendar days provided in the construction contract by 287 days to a revised total of 1,067 calendar days, and

WHEREAS, the extension of the construction period will require additional oversight by the architecture firm, and

WHEREAS, there have been several changes requested by the City during construction that required additional work by the architecture firm, and

WHEREAS, the 2021 adopted budget includes funds for the anticipated architecture fees to be paid this year, the additional fees included in this amendment will be included in the Mayor's proposed 2022 budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a contract amendment with Duvall Decker Architects P.A. for the Springdale Municipal Campus Project for an additional costs of \$317,241.00

PASSED AND APPROVED this 9th day of February, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Duvall Decker Architects P.A.
Architecture . Planning . Interiors (design)

January 18, 2021

Doug Sprouse, Mayor
201 Spring Street
Springdale, Arkansas 72764

RE: CRIMINAL JUSTICE CENTER AND ADMINISTRATION COMPLEX
PROPOSED ADDITIONAL CONSTRUCTION ADMINISTRATION FEE

Dear Mayor, Sprouse,

Over the course of construction, we have provided architectural and engineering construction administration services for the project to our highest standards. Along the way, we have provided additional services for owner requested changes and to support the contractor with unforeseen underground utility conflicts. In each case, we have provided the design work, engineering, and bulletins to update and coordinate the contract documents and provided the construction administration to ensure the project is constructed in concert with the project requirements to best serve the City of Springdale.

In addition, due to the contractors extended schedule (see CO#1) the architects will be required to provide full construction administration services for an additional nine and one half months beyond what was anticipated in our original agreement.

With the update to the project construction costs and time in Change Order 1, we want, also to reconcile our associated additional service fee request. We respectfully submit the attached request for additional services fee for your consideration.

Thank you for considering our request and let me know if you have any questions.

Sincerely,



Roy T. Decker, FAIA

c: 1712.2 Contract
Wyma Morgan
Krystal Lamm



January 18, 2021

ADDENDUM to Standard Form of Agreement Between Owner, City of Springdale, and Architect, Duvall Decker Architects, P.A., dated May 23, 2017 (the "Agreement")

The Building Permit for the Construction Contract was dated 8/20/19. The construction contract allowed 780 calendar days with a completion date of 9/18/21. The Contractor has experienced no-fault delays due to the COVID – 19 virus, weather delays, owner requested changes including additional work and unforeseen underground site utility conditions. The contractor is requesting in Change Order 1, that 287 days be added to the contract time to reconcile all delays to date with the time required to complete the project. The new completion date will be July 22, 2022.

The architect has provided architectural and engineering construction administration services for the project and continues to support the project per the agreement. The architects have provided additional services for owner requested changes and to support the contractor with unforeseen underground utility conflicts. In each case we have provided the design work, engineering, and bulletins to update and coordinate the contract documents and provided the construction administration to ensure the project is constructed in concert with the project requirements. In addition, due to the contractors extended schedule the architects will be required to provide full construction administration services for an additional nine and one half months.

1. Additional services due to Changes and Additions of Scope of Work

Project requirements added to the project scope of work requiring additional architectural and engineering services:

Add ballistic windows at the north exterior wall adjacent to the Police Department Roll Call and Breakroom area. The Springdale Police Department requested to change the standard aluminum storefront windows to ballistic rated frames and glazing at the exterior wall in order to provide additional protection.

Add new fire water main piping to the Allen Building. This change was requested by the City of Springdale to facilitate a future fire sprinkler system for the Allen Building with connections as required by the Springdale Water Utility. (no work by architect)

Delete the masonry from the retention pond retaining wall. This change was requested by the Architect and the Contractor. The grading and landscaping at this wall are high enough that only a small amount of the brick would actually be seen. The masonry can be removed without effecting the functionality or aesthetics.

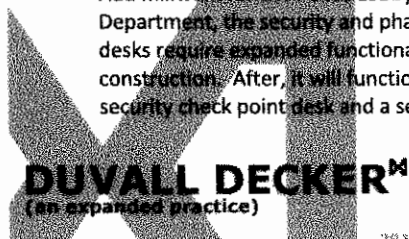
Add hose bibbs at the roof top mechanical units. The City requested to add hose bibbs for easier maintenance of the roof top equipment.

Add underground I.T. conduits. This change was requested by the City of Springdale to add 2 – 4" underground conduits from the intersection of Spring Street and Johnson Avenue: one to the Allen Building and one to the new Springdale Police Building. These allow the I.T. backbone to route from the existing I.T. Server location on Spring Street to the new Municipal Campus.

Add resilient flooring in Tactical Training. This change was requested by the City of Springdale to revise the flooring in Tactical Training from carpet to resilient tile. This is to service a broader range of activities within the space.

Add UV lights at HVAC units. This change was requested by the City of Springdale to add UV lights to the rooftop HVAC units to further protect from contaminants in the circulated air within the new facility. (no work by architect)

Add millwork for the Police Lobby and Main Lobby Millwork Desks. As reviewed and approved by the City and Police Department, the security and phasing needs of the Police Lobby reception desk and Main Public Lobby reception desks require expanded functionality. The Police Lobby will function as the 'Public' Lobby during Phase 2 construction. After, it will function as an after-hours and special event security point. The Main Lobby will require a security check point desk and a security / information desk to be fully functional 24/7 as needed.



Add underground storm drain piping from the Allen Building. The Springdale Police Department requested that the north-south secure drive be in full service at the end of Phase 1 construction. In order to comply, some of the site work for Phase 2 must be completed in Phase 1. The additional storm piping allows for the direct connection of the Allen Building to the new storm drainage system, which facilitates expanded work to complete some Phase 2 site work in Phase 1 of the project.

Add 4 – 6” conduits from Motorola antennae to Radio Room. The City requested that Milestone Construction install conduits from the Radio Tower’s building entrance to the required locations within the new building. The City’s radio consultant provided information regarding the required conduits and locations after construction began. This work coordinates and installs the new conduits into the existing design and construction.

Add the portion of Alternate Building to the south end of the new Municipal Campus.

Add access control and security surveillance. After thorough consideration and re-review of Phase 1 plans, the Springdale Police Department and City directed the installation of additional security and access control equipment within the new facility.

Add Springdale Police Department MILO Training System to Tactical Training room. The Police Department requested additional speakers, equipment mounting hardware, electrical, and communication connections to accommodate their MILO training system during the construction process rather than retro-fit for it after construction. This will allow for a better integration of the training system into the new facility.

Per the request of the Springdale Police Department full ventilated lockers for the police locker rooms is being added to the HVAC exhaust system.

Additional support for completion of full furniture moves and phasing coordination documents.

Change to use storefront framing for all windows in lieu of premanufactured windows. Architects provided new Detailing to provide guidance for watertightness.

Selected Value Engineering changes to the steel stairs, HVAC unit locations and other items requiring redesign and reworking of the structural steel documents and to capture construction savings.

Additional Architectural Services for above changes in the scope of work:
Architectural Project Manager 420 man hours @ \$125/hour = \$52,500
Architectural Fees 680 man hours @ \$100/hour = \$68,000

Additional Engineering Services for the above changes in the scope of work: Mechanical, Electrical, Plumbing and Fire Protection Engineering
Additional Fees : \$61,366.00

2. Additional services due to Construction Extended Time

Project time added to the project scope of work requiring additional architectural and engineering Construction Administration services:

The Contractor is requesting an extension 287 days be added to the contract time. Milestone has encountered several no-fault delays on the project. These delays include inclement weather days, unforeseen underground site conditions and Covid-19 delays. The architects will be required to provide full construction administration for the extended time. Costs include architectural and engineering services and associated travel costs.

Additional Construction Administration Due to Project Extended Duration
Fees @ \$13,000/Month for 9.5 months = \$123,500.00

Travel Expenses \$1250.00 per month for 9.5 months = \$11,875.00

Requested Additional Services Fee

We hereby propose a change to the agreement adding architectural, engineering and construction administration fees to allow our team to support the project with our professional services through the completion of the project.

If agreeable, the Agreement shall be modified as follows:

1. Paragraph 11.1 shall be modified to add contract administration services beyond basic services, due to the contractors extended schedule and additional services provided for owner requested changes and unforeseen site utility conditions. The additional fee shall be as follows:

Total Proposed Additional Services Fee for Phase III Construction Administration.

The total added cost shall be: \$317,241.00 apportioned as follows:

New Construction:\$181,866.00
Renovation: \$135,375.00

The New Total Proposed Fee for Phase I, II, and III shall be:\$3,567,749.00 apportioned as follows:

New Construction:\$2,551,511.00
Renovation:\$1,016,238.00

2. Paragraph 11.5 will be modified as follows:

Construction Administration (32.07%): Construction administration during the construction period of the project.

Agreed:

Owner

The Honorable Doug Sprouse, Mayor of Springdale

Date

Architect



January 18, 2021

Roy T. Decker, FAIA, Vice President
Duvall Decker Architects, PA.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CHANGE ORDER FOR THE CONSTRUCTION
CONTRACT FOR THE SPRINGDALE MUNICIPAL
COMPLEX
PROJECT # 18BPC1**

WHEREAS, the City of Springdale has contracted with Milestone Construction Company to construct the new Springdale Municipal Campus, and

WHEREAS, there have been numerous challenges and delays that are more fully explained the attached memo from Roy Decker, and

WHEREAS, change order NO. 1 totals \$1,278,133 and includes the community room on the south of the building for a costs of \$503, 089 that the City Council elects not to fund or construct, and

WHEREAS, there is a balance of \$552,581 of funds in the construction fund available for this change order and a need of additional funds of \$222,463.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, AR that:

Section 1. the Mayor is hereby authorized to execute change order no 1 for construction of the municipal campus.

Section 2. There is hereby appropriated \$222,463 of funds from the General Fund to pay the balance of the change order.

PASSED AND APPROVED this 9th day of February, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CHANGE ORDER FOR THE CONSTRUCTION
CONTRACT FOR THE SPRINGDALE MUNICIPAL
COMPLEX
PROJECT # 18BPC1**

WHEREAS, the City of Springdale has contracted with Milestone Construction Company to construct the new Springdale Municipal Campus, and

WHEREAS, there have been numerous challenges and delays that are more fully explained the attached memo from Roy Decker, and

WHEREAS, change order NO. 1 totals \$1,278,133 and includes the community room on the south of the building for a costs of \$503, 089, and

WHEREAS, there is a balance of \$552,581 of funds in the construction fund available for this change order and a need of additional funds of \$725,552.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, AR that:

Section 1. the Mayor is hereby authorized to execute change order no 1 for construction of the municipal campus.

Section 2. There is hereby appropriated \$725,552 of funds from the General Fund to pay the balance of the change order.

PASSED AND APPROVED this 9th day of February, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Duvall Decker Architects P.A.
Architecture . Planning . Interiors (design)

January 24, 2021

Doug Sprouse, Mayor
201 Spring Street
Springdale, Arkansas 72764

RE: SPRINGDALE CRIMINAL JUSTICE CENTER AND ADMINISTRATION CAMPUS
-CHANGE ORDER NO 1 ADDED COSTS
-TIME DELAY WITH EXTENDED CONTRACT DAYS AND COST
-ARCHITECTS ADDED FEE REQUEST

Dear Mayor Sprouse,

Per your request, I have summarized the items, costs and time associated with the proposed Change Order No. 1, and the request for additional architectural professional fees.

Overall, this Change Order serves to reconcile the status of the project construction contract with the work that has been completed to date and the unusual time delays that have impacted the project outside the Contractor's control.

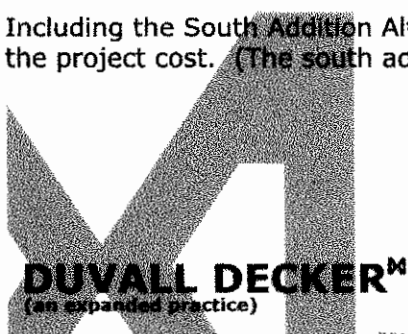
In general, Milestone and Duvall Decker have worked hard to accommodate all additional requests, minimize any additional costs on the project, and minimize the impact of a challenging year of potential delays. While no changes or delays are ideal, there are always some. Keeping the work on track this year has been very challenging.

Our collective team has worked together seamlessly to provide the City of Springdale and its citizens with a highly functional, durable long-term facility with the best value for their investment. Change Order No. 1 represents only those costs and added days that could not be absorbed by the team.

Change Order No. 1 accounts for additional work requested and only unavoidable delay days which equals a 2.16% increase in the project cost (Not including South Addition).

In addition, Change Order 1 includes an Option for the City to add the Alternate South Addition to the existing building. If this makes sense, it offers the best value for the City to capture future flexibility and public use space to the project.

Including the South Addition Alternate, the Change Order represents a 3.36% increase in the project cost. (The south addition remains an add option for the City.)



Construction Change Order No 1 Summary:

Change Order No 1, includes four types of changes on the project.

1. Owner Requested Adjustments. Reconciled costs for work completed for Owner requested changes. These changes are primarily the result of the department users seeing the spaces and adjusting aspects or adding functionality to the building to better meet their long-term needs. These items together equal \$287,705 (Items 1-9, 12, and 13) and a 0.8% increase in the project cost.

2. Radio Tower. Reconciled costs for additional work required by the radio tower installation. The specifications and requirements for the installation the radio tower were not available until the tower contract was awarded after the construction was under way. These items together equal \$60,418 (Items 10 and 14) and a 0.16% increase in the project cost.

3. Time. During the Phase I work, the contractor has experienced three types of delays which have, through no fault of theirs, delayed the work from remaining on schedule. Please note, it is not unusual nor unexpected that there will be delays in a construction project. During the work to date, Milestone Construction has adjusted the schedule and changed workflow to make up every day possible. They have resourcefully saved time and avoided many delays throughout the work to minimize the loss of time for the City on the project. The requested additional days are only for those days truly lost and that have impacted the schedule.

- a. Weather days – to date there have been 80 days of inclement weather that have inhibited or prevented Critical Path work.
- b. Unforeseen underground existing foundations, utility lines and time to complete the owner requested additions of work has added 28 days. While the work requested has added scope of work to the project, most delays have been avoided by shifting of schedules and changes in workflow on the project. The days requested are only those that could not be recovered.
- c. COVID-19 Delay days. Delays caused by the virus have been of two types.
 - i. Lost days of work by various trade partners being out to recover from the virus (luckily only a very few) or having to quarantine due to a close contact. These delays have caused an intermittent loss of production by several subcontractors.
 - ii. Material delivery and supply chain delays. This kind of delay has resulted in the biggest impact on the project. The precast

concrete panels that form a major part to the enclosure were 6 months late in getting to the site. The supplier had a full outbreak of the virus which shut down production for 2 months exactly when they were scheduled to manufacture the Springdale panels. Additionally, the supplier experienced additional quality control and productivity issues due to their diminished staff, which required close management and oversight by Milestone and Duvall Decker. Faced with the inability to enclose the building, Milestone built temporary exterior walls which allowed some of the interior work to progress. This strategy avoided a catastrophic loss in time as all parties worked together to minimize the delay. Despite all efforts this Critical Path delay still caused a loss of 175 days.

- d. The total Critical Path days delayed on the project total 287. Because added days of work do mean added costs for supervision, trailers and other project support needs, the contractor has estimated and proposed additional cost for to be added to the construction contract. Please note they have only proposed the minimal amount required. Because there have been many delays averted by project management and scheduling changes, the delay included in the change order is only for those days that could not be recovered. The cost of additional supervision, general conditions costs and required overhead is equal to \$426,921, (Item 15) an 1.2% increase in the project cost.

4. South Addition Alternate Option. During the design phase of work, the City asked the design team to set aside the construction of the south end of phase two as a potential add alternate. This would be added to the project if funds were available. The addition adds future growth space (3560 sf) and an additional community meeting room for the public on the ground floor. This item equals \$503,089 (Item 11) and a 1.4% increase in the project cost.

(Note: If it is desirable, adding the project area to the work now, we believe, is the best value for the City. The proposed cost within the Change Order is for material and subcontracts only. Supervision and all overhead are already included within the larger project. Milestone has planned to complete the added work within the same time frame so there will be no impact to the schedule. While the City can always add this additional area to the building in the future, it will likely be more expensive. If postponed, Milestone predicts the future cost could be 25 to 30% more expensive, having to add material cost escalation, supervision and overhead as an independent project.)

Total Change Order No. 1 proposed cost summary.

Owner requested changes	\$287,705.00
Unforeseen site and utility conditions	\$60,418.00
Add Alternate (South Addition)	\$503,089.00
Time and extended overhead cost	<u>\$426,921.00</u>
Total Change Order No.1	1,278,133.00

(Option: Change Order Total without Add Alt. \$775,044.00)

Total Days Added to Contract: 287.
New Completion Date: July 22, 2022.

Proposed Architectural Fee:

The proposal for additional architectural fee includes two categories of work.

- 1. Additional Services for Owner Requested Changes.** The architects have provided additional services for Owner requested changes and to support the Contractor with unforeseen underground utility conflicts. In each case we have provided the design work, engineering, and bulletins to update and coordinate the contract documents and provided the construction administration to ensure the project is constructed in concert with the project requirements. The collective work has included:
 - a. Added Architectural work totaling 1100 man hours and cost of \$120,500.00
 - b. Engineering additional services fees of \$61,366.00
- 2. Time and Extended Construction Administration Services.** Due to the Contractor's extended schedule, the Architects will be required to provide full construction administration services for an additional nine and one-half months beyond the original agreement and budget for the original fee. We have estimated the cost for this extended period of time at a discounted rate, assuming we can reduce hours as we approach the end of the project. To date, we have completed 6680 collective man hours supporting the construction work. We estimate an additional 1520 man hours will be required beyond our budgeted hours for the extended time at a rate of \$81.25/hr.
 - a. Architectural total man hours 1520. (\$123,500.00)
 - b. Travel Expenses \$1250.00 per month for 9.5 months (\$11,875.00).
- 3. Total requested Architectural Engineering professional fees \$317,241.00**

We hope this summary clarifies the requests. We all remain honored to serve the City of Springdale and are working every day to make the new Municipal Campus a great building

that serves the citizens for years to come. I, along with Greg Ferus from Milestone Construction, will plan to be at the City Council work meeting on February 1st to answer any questions.

Sincerely,



Roy T. Decker, FAIA

c: 1712.2 Contract, Change Order 1712.7
Wyman Morgan
Krystal Lamm



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 1712 Springdale Municipal Campus 201 Spring Street Springdale, Arkansas 72764	CONTRACT INFORMATION: Contract For: General Construction Date: June 24, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: January 15, 2021
OWNER: <i>(Name and address)</i> City of Springdale Arkansas 201 Spring Street Springdale, AR. 72764	ARCHITECT: <i>(Name and address)</i> Duvall Decker Architects, P.A. 291 S N. State Street Jackson, MS 39216	CONTRACTOR: <i>(Name and address)</i> Milestone Construction Company 2002 S 48th St Ste A Springdale, AR 72762

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Proposal 1

Add ballistic windows at the north exterior wall adjacent to the Police Department Roll Call and Breakroom area. The Springdale Police Department requested to change the standard aluminum storefront windows to ballistic rated frames and glazing at the exterior wall in order to provide additional protection.

Total Cost Proposed \$57,577.00

Proposal 2

Add new fire water main piping to the Allen Building. This change was requested by the City of Springdale to facilitate a future fire sprinkler system for the Allen Building with connections as required by the Springdale Water Utility.

Total Cost Proposed \$13,945.00

Proposal 3

Delete the masonry from the retention pond retaining wall. This change was requested by the Architect and the Contractor. The grading and landscaping at this wall are high enough that only a small amount of the brick would actually be seen. The masonry can be removed without effecting the functionality or aesthetics.

Total Savings Proposed (\$7,647.00)

Proposal 4

Add hose bibbs at the roof top mechanical units. The City requested to add hose bibbs for easier maintenance of the roof top equipment.

Total Cost Proposed \$8,469.00

Proposal 5

Add underground I.T. conduits. This change was requested by the City to add 2 – 4" underground conduits from the intersection of Spring Street and Johnson Avenue: one to the Allen Building and one to the new Springdale Police Building. These allow the I.T. backbone to route from the existing I.T. Server location on Spring Street to the Municipal Campus.

Total Cost Proposed \$18,423.00

Proposal 6

Add resilient flooring in Tactical Training. This change was requested by the City of Springdale to revise the flooring in Tactical Training from carpet to resilient tile. This is to service a broader range of activities within the space.

Total Cost Proposed \$2,061.00

Proposal 7

Add UV lights at HVAC units. This change was requested by the City of Springdale to add UV lights to the rooftop HVAC units to further protect from contaminants in the circulated air within the new facility.

Total Cost Proposed \$59,385.00

Proposal 8

Add to the allowance for the Police Lobby and Main Lobby Millwork Desks. As reviewed and approved by the City and Police Department, the security and phasing needs of the Police Lobby reception desk and Main Public Lobby reception desks require expanded functionality. The Police Lobby will function as the 'Public' Lobby during Phase 2 construction. After, it will function as an after-hours and special event security point. The Main Lobby will require a security check point desk and a security / information desk to be fully functional 24/7 as needed.

Total Cost Proposed \$23,554.00

Proposal 9

Add underground storm drain piping from the Allen Building. The Springdale Police Department requested that the north-south secure drive be in full service at the end of Phase 1 construction. In order to comply, some of the site work for Phase 2 must be completed in Phase 1. The additional storm piping allows for the direct connection of the Allen Building to the new storm drainage system, which facilitates expanded work to complete some Phase 2 site work in Phase 1 of the project.

Total Cost Proposed \$34,824.00

Proposal 10

Add 4 - 6" conduits from Motorola antennae to Radio Room. The City requested that Milestone Construction install conduits from the Radio Tower's building entrance to the required locations within the new building. The City's radio consultant provided information regarding the required conduits and locations after construction began. This work coordinates and installs the new conduits into the existing design and construction.

Total Cost Proposed \$24,202.00

Proposal 11

Add the portion of Alternate Building to the south end of the new Municipal Campus.

The City requested that Milestone Construction verify costs to include the portion of Alternate Building back into the project for construction. Milestone has verified those costs herein.

Total Cost Proposed \$503,089.00

Proposal 12

Add access control and security surveillance.

After thorough consideration and re-review of Phase 1 plans, the Springdale Police Department and City directed the installation of additional security and access control equipment within the new facility.

Total Cost Proposed \$70,911.00

Proposal 13

Add Springdale Police Department MILO Training System to Tactical Training room.

The Police Department requested additional speakers, equipment mounting hardware, electrical, and communication connections to accommodate their MILO training system during the construction process rather than retro-fit for it after construction. This will allow for a better integration of the training system into the new facility.

Total Cost Proposed \$6,203.00

Proposal 14

Radio Tower Grounding Loop Integration

The City requested that a complete underground electrical grounding loop be constructed around Phase 1 and Phase 2 to integrate the Radio Tower into a more fully protected condition in case of a lightning strike. This integration was recommended by Motorola.

Total Cost Proposed \$36,216.00

Proposal 15

Add General Contractor Extended General Conditions

Milestone has encountered several no-fault delays on the project. These delays include inclement weather days, unforeseen underground site conditions and Covid-19 delays. The cost and time represented below includes additional supervision, project management labor and general conditions.

Total Cost Proposed \$426,921.00
 Total Time Proposed 287 Days

The original Contract Sum was	\$ 35,855,288.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 35,855,288.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,278,133.00
The new Contract Sum including this Change Order will be	\$ 37,133,421.00

The Contract Time will be increased by Two hundred Eighty Seven (287) days.
 The new date of Substantial Completion will be July 22, 2022

NOTE: The Change Order is all-inclusive and covers all adjustments in the Contract Scope, Amount, and Time for both direct and indirect costs. Execution of this Change Order by the Contractor indicates a full understanding by the Contractor and its Subcontractors that additional adjustments in the Contract Amount or Contract Time relative to this change will not be allowed. This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Duvall Decker Architects, P.A. ARCHITECT (Firm name)	Milestone Construction Company CONTRACTOR (Firm name)	City of Springdale Arkansas OWNER (Firm name)
SIGNATURE Roy T. Decker, AJA, Vice President	SIGNATURE Sami Hollis, President	SIGNATURE The Honorable Doug Sprouse, Mayor of Springdale Arkansas
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE