



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Christy Doon - Interim City Administrator	September 19, 2023

ITEM

Approval of Change Order #3 to the Neenan Archistruction Design-Build Contract

BACKGROUND

The City entered into a Design-Build Contract with Neenan Archistruction May 17, 2022. The initial contract stipulates work that was completed during the design phase and allows for the City to increase the contract to move forward with construction.

Neenan has provided the information required in the contract's Proposal Phase and Construction Documents Phase, including, but not limited to proposed stipulated sum price for construction; list of drawings and specifications; list of allowances, list of options for mitigation of concreted slab moisture vapor emissions and pH; list of all permits and approvals required for the construction portion of the work; etc.

FISCAL NOTE

Change Order #3 is in the amount of \$16.6m. This is the amount needed to complete the construction of the new fire station at 611 Oak Street including, but not limited to construction supervision/project management; site prep; building construction; interior finishing; equipment; fire protection; HVAC; exterior improvements such as landscaping, parking, fencing, a flagpole; and utilities.

The City received an Energy and Mineral Impact grant from the Department of Local Affairs in the amount of \$1m to go towards the construction of the facility.

City staff will continue to look for grants, rebates or other opportunities to offset the final cost of the project.

The South Arkansas Fire Protection District will move their equipment to the new station. An IGA will be renegotiated, and proceeds will go towards the annual debt service payment.

The City will be issuing Certificates of Participation (COP) to fund the balance of the construction costs as well as allow the city to repay itself for costs already incurred.

STAFF RECOMMENDATION

Staff recommends Council approve Change Order #3.

SUGGESTED MOTION

A City Councilmember should state, "I move to approve Change Order #3 to the Neenan Archistruction Design-Build Contract, in the amount of \$16.6m", followed by a second and a roll call vote.

ARCHISTRUCTOR'S PROPOSAL

City of Salida, Colorado (“Owner”) and **THE NEENAN COMPANY LLLP** (“Archistructor”) have previously executed an Archistruction Services Agreement (“Agreement”) as of the 17th day of May, 2022 for Salida Fire Station (“Project”). This Archistructor’s Proposal (“Proposal”) is submitted in accordance with Subparagraph 2.1.7 of that Agreement this 19th day of September, 2023. If Owner accepts Proposal, Owner will sign the Proposal, the date such signing occurs being referred to as the “Proposal Acceptance Date.” Proposal as accepted will become a Contract Document. The Contract Price and Scheduled Substantial Completion Date will then be modified as provided in Subparagraph 2.1.7.3 of the Agreement and Archistructor will then proceed with the completion of the Construction Documents and the balance of the Work in accordance with the Project Schedule.

The Proposal includes the following items identified in the Agreement:

<u>Subparagraph</u>	<u>Description</u>
2.1.7.1.1	Stipulated Sum Price for Construction and any fees for design and pre-construction services that are in addition to those fees set forth at Exhibit F of the Agreement
2.1.7.1.2	Schedule of Values
2.1.7.1.3	Drawings and Specifications
2.1.7.1.4	Allowances and Open Items List
2.1.7.1.5	Options and Allowances for mitigation of concrete slab moisture vapor emissions and pH, and Owner’s Acknowledgement and Acceptance
2.1.7.1.6	Assumptions and clarifications
2.1.7.1.7	Project Schedule and Scheduled Substantial Completion Date upon which the Stipulated Sum Price for Construction is based
2.1.7.1.8	Number of Adverse Weather Days included in Project Schedule
2.1.7.1.9	Alternate prices (if applicable)
2.1.7.1.10	Unit prices (if applicable)
2.1.7.1.11	Fees for Claims and Changes in the Work
2.1.7.1.12	Permit and Approvals list and who is responsible for obtaining and paying for them
2.1.7.1.13	Amendments to the Agreement, if any
2.1.7.1.14	Time limit for acceptance of Archistructor’s Proposal

These items and Attachments are more fully described as follows:

2.1.7.1.1 STIPULATED SUM PRICE FOR CONSTRUCTION:

The Stipulated Sum Price for Construction plus any fees for design and pre-construction services that are in addition to those fees set forth at Exhibit F of the Agreement is **Sixteen Million Six Hundred Thousand and 00/100 Dollars (\$16,600,000)**. This amount is in addition to the current Contract Price which consists of the stipulated sum fee for design and pre-construction services of One million, twenty-four thousand nine hundred fifty two and 00/100 Dollars (\$1,024,952) set forth at Exhibit F of the Agreement.

2.1.7.1.2 SCHEDULE OF VALUES:

Reference the following for a breakdown of the Stipulated Sum Price for Construction:

Division 1	General Conditions	\$881,425.00
Division 3	Concrete	\$848,636.00
Division 4	Masonry	\$1,481,230.00
Division 5	Metal	\$1,551,986.00
Division 6	Wood, Plastics & Composites	\$179,497.00
Division 7	Thermal & Moisture Protection	\$906,545.00
Division 8	Openings	\$815,417.00
Division 9	Finishes	\$2,030,244.00
Division 10	Specialties	\$138,278.00
Division 11	Equipment	\$24,975.00
Division 12	Furnishings / Furniture	\$301,198.00
Division 21	Fire Suppression	\$260,576.00
Division 22	Plumbing	\$1,158,077.00
Division 23	Heating, Ventilating & Air Conditioning	\$1,888,561.00
Division 26	Electrical	\$1,546,191.00
Division 31	Earthwork	\$181,847.00
Division 32	Exterior Improvements	\$1,058,938.00
Division 33	Utilities	\$276,090.00
Subtotal		\$15,529,711.00
Builder's Risk/CGL/E&O/Umbrella/Auto Insurance		\$302,120.00
Archistructor's Fee		\$561,356.00
Archistructor's Warranty Fee		\$59,764.00
Payment and Performance Bonds		<u>\$147,049.00</u>

Total Stipulated Sum Price for Construction **\$16,600,000.00**

Previously Executed Design Contract Amount **\$1,024,952.00**

Revised Total Contract Amount **\$17,624,952.00**

2.1.7.1.3 DRAWINGS AND SPECIFICATIONS:

All Drawings on Drawing Log: CDN #3178B-018 Permit Drawings, dated 8/18/23 (Attachment A)

Specifications: CDN #3178B-019 dated 8/18/23 (Attachment B)

2.1.7.1.4 ALLOWANCES AND OPEN ITEMS LIST:

Direct cost Allowances (without any fees for Architect's Fee, Architect's GC Fee, Architect's Warranty Fee, insurance and bonds (if applicable), and costs for any regulatory agencies) included in the Stipulated Sum Price for Construction are as follows:

Mitigation of concrete slab moisture vapor emissions and pH	See Item 2.1.7.1.5
All others	See Open Items List

Open Items List: CDN #3178B -021, dated 9/13/23 (Attachment C)

2.1.7.1.5 OPTIONS AND ALLOWANCES FOR MITIGATION OF CONCRETE SLAB MOISTURE VAPOR EMISSIONS AND pH:

Owner's Acknowledgement and Acceptance: See "Owner's Acknowledgement and Acceptance of Options and Allowances for Mitigation of Concrete Moisture Vapor Emissions and pH", dated 9/19/23 (Attachment D)

2.1.7.1.6 ASSUMPTIONS AND CLARIFICATIONS:

**Salida Fire Station
Scope narrative
9-18-2023**

The project consists of a 20,345 square foot 1 story building. The apparatus bay is sized to hold all current fire station equipment. The administration area includes offices, training, and meeting rooms. The living quarters include bunk rooms, showers, laundry, fitness, kitchen, and day room. The building will incorporate sustainable systems including a hybrid HVAC system utilizing high efficiency electric systems in the living and administrative areas and conventional natural gas radiant heating in the apparatus bay. Also incorporated are natural daylighting and solar panel ready infrastructure. Firefighter safety has been prioritized by providing a

decontamination area, vehicle exhaust system in the apparatus bay, and training facilities for rescue exercises.

The current schedule is for construction to start in Fall 2023 and be complete in Fall 2024.

Below is a schematic list of items that are included in the project:

Division 1 - Construction Supervision/ Project Management

Division 3 - Concrete

Inclusions:

- Shallow foundations. Spread footings and strip footings below frost line.
- Concrete grade beam frost wall at building perimeter.
- Concrete slab on grade.
- Concrete foundations at trash enclosure and generator enclosure walls.

Division 4 – Masonry

Inclusions:

- CMU walls at apparatus bay
- Brick veneer at exterior walls.
- CMU trash and generator enclosures.

Division 5 - Steel

Inclusions:

- Structural steel building.
- 6” Steel bollards at OH door locations.
- Trash enclosure gates.
- Galvanized stair tower at training tower.

Division 6 - Wood & Cabinetry

Inclusions:

- Carpentry labor / Daily clean up labor
- Fixed casework as shown.

Division 7 – Thermal & Moisture

Inclusions:

- Foundation, wall, and roof insulation to exceed energy code. Current required energy code is 2006 IECC and we are meeting 2021 IECC.
- 60 MIL TPO flat roofing.
- 22 Ga. prefinished standing seam metal roofing.
- 22 Ga. prefinished metal wall panels.

Division 8 – Doors & Windows

Inclusions:

- Prefinished wood doors
- Hollow metal door frames.
- Exterior windows and doors as shown on elevations.
- 3 each four fold apparatus bay doors
- 10 each overhead doors

Division 9 – Framing/ Drywall

Inclusions:

- Metal stud framed walls with 5/8” gypsum board
- Sound insulation in all interior walls.

Division 9 – Ceiling Finishes

Inclusions:

- Acoustic ceiling grid and tile.
- Drywall ceilings.
- Painted exposed structure.

Division 9 – Floor Finishes

Inclusions:

- Floor finishes as shown on drawings

Division 9 – Wall Finishes

Inclusions:

- Paint on all walls, ceilings, soffits and metal doors/ frames.
- Paint at structure in apparatus bay.

Division 10 – Specialties

Inclusions:

- Restroom accessories.

- Code required signs.
- Building mounted sign.

Division 11 – Equipment

Inclusions:

- Kitchen appliances
- Laundry appliances

Division 12 – Furnishings

Inclusions:

- Murphy beds
- Window coverings
- Furniture Allowance – see open items list

Division 21 – Fire Protection

Inclusions:

- Fire sprinkler system to meet current local fire and state department requirements.

Division 22 – Plumbing

Inclusions:

- Domestic water supply
- Domestic wastewater system
- Plumbing fixtures
- Compressed air piping

Division 23 – HVAC

Inclusions:

- All electric VRF (Variable Refrigerant Flow) system in admin and living areas.
- Gas fired overhead radiant heat at apparatus bay
- Plymovent exhaust system
- Full Direct Digital Control system / control wiring.

Division 26 – Electrical

Inclusions:

- Interior Lighting and Controls:
 - LED lights throughout.
 - Lighting controls per energy code.
- General purpose power

- Power distribution for all HVAC and Plumbing Equipment
- Fire Alarm System
- Low Voltage / Telecommunications:
 - First alert system
 - Speakers
 - Projectors
 - Tele / data wiring
 - Security cameras
 - Door access
- Site electrical / parking lights (Dark Sky compliant).
- Solar ready. See open items list for PV system.
- 500 kW Back up power generator installation and start up.

Division 31 – Earthwork

Inclusions:

- Import material as required for building pad elevation and site drainage.
- Erosion / sediment / dust control as required by state and local authorities.

Division 32 – Exterior improvements

Inclusions:

- New parking lot and all associated work.
 - Concrete parking, sidewalks, curbs, gutters, and ADA ramps
- Landscaping
- Trash enclosure
- Fencing at South property line only. See open items list for full perimeter fencing.
- Flag Pole

Division 33 – Utilities

Inclusions:

- Water service line.
- Sewer service line.
- Fire service line.
- Fire hydrants.
- Underground roof drainage system.

- Street cut/repair to wet tap water line for fire service line.

General Clarifications

- General Liability and Builder's Risk Insurance included.
- Payment and Performance Bond included.

Exclusions:

- All sales and use taxes.
- Work associated with / during inclement weather is excluded. See open items list.
- Improvements to Oak and Scott Street are excluded. See open items list. Offsite utility improvements.
- Rock excavation, blasting, or earthwork that requires non-standard earth working equipment.
- Back up power generator purchase.
- Chaffee County Building permit & plan review fees.
- All other Development fees.
- Infrastructure fees of any kind are excluded, to be paid by owner.
 - Water tap fees / water right fees
 - Gas service
 - Electrical service
 - Fiber / cable / phone service
 - Off-site infrastructure
- Testing / 3rd party inspections by owner.
- Traffic study by owner.
- 3rd party commissioning by owner
- Hazardous Materials study/report provided by owner.
- Alta Survey provided by owner.
- Geotechnical Study provided by owner.
- Moving coordination and moving expenses by owner; included but not limited to
 - Air fill station.

- Recliners
- Conference room chairs and table.
- Gym equipment.
- Pool Table
- Night security services during construction are not included.
- Permanent power transformer supplied by owner. See project schedule for required date of installation.

There are no assumptions or clarifications in addition to the provisions of the Contract Documents.

2.1.7.1.7 PROJECT SCHEDULE AND SCHEDULED SUBSTANTIAL COMPLETION

DATE:

Project Schedule: CDN #3178B-020 dated 9/1/23 (Attachment E)

The commencement date for the construction portion of the Work is anticipated as 10/24/23 (This date is contingent upon receipt of applicable building permits as shown at item 2.1.7.13 and contingent upon Owner's acceptance of the Proposal, as shown at item 2.1.7.1.12).

The Scheduled Substantial Completion Date will be 374 calendar days from the commencement date for the construction portion of the Work, subject to adjustments of the Scheduled Substantial Completion Date as provided in the Agreement.

2.1.7.1.8 NUMBER OF WEATHER DAYS INCLUDED IN THE PROJECT SCHEDULE:

The number of Adverse Weather Days included in the Project Schedule per Paragraph 5.6 of the Agreement is 10 business days.

2.1.7.1.9 ALTERNATE PRICES:

N/A

See also Open Items List at item 2.1.7.1.4.

2.1.7.1.10 UNIT PRICES:

N/A

2.1.7.1.11 FEES FOR CLAIMS AND CHANGES IN WORK:

For Article 7 - Changes and Article 12 - Claims, both of the Agreement, the following fees will be applicable:

<u>General Conditions:</u>	8 % of the Cost of the Work
<u>Design Fee</u> (if design is required):	6% of the Cost of the Work
<u>Archistructor's Fee</u> (Subject to Paragraph 7.5):	3.5% of the Cost of the Work
<u>Archistructor's Warranty Fee:</u>	0.4% of the Cost of the Work

Bond (if applicable) and Insurance:

2.82% of the Cost of the Work

2.1.7.1.12 PERMIT LIST:

<u>Permit</u>	<u>Agency</u>	<u>Anticipated</u>	<u>Responsible Party</u>	
		<u>Date of Receipt</u>	<u>Obtaining</u>	<u>Paying</u>
Building	City of Salida	<u>10-15-23</u>	Neenan	City of Salida
CDOT access	CDOT	<u>10-15-23</u>	PEC	City of Salida

2.1.7.1.13 AMENDMENTS TO AGREEMENT

FURNITURE SERVICES

The following furniture services are concurrent and interactive with the interior design services described in the Archistruction Agreement, and the associated fees are included within the design and pre-construction fee shown in the schedule of values. The primary components of the furniture services are: recommendations, specifications and layout of new furniture and art; product scheduling; installation management; and Punch List follow up. Each component is described below.

Existing Furniture and Art Inventory:

1. Photograph, describe, measure and determine the condition of existing furniture and art at Owner's current facility that is to be re-used in the new facility.
2. Provide a furniture and art inventory report of the existing furniture to be re-used, organized by room location in the current facility and organized by furniture type.
3. Review the furniture and art inventory report with Owner and determine the scope of new furniture and art required for the new facility.
4. Integrate any furniture and art to be re-used into the furniture and art plans for the new facility.

Specification and Layout of Furniture and Art:

1. Develop with Owner an initial budget for new furniture and art.
2. Identify and recommend furniture and art to meet Owner's requests and needs.
3. Develop an initial furniture and art plan showing locations in the new facility.
4. Collaborate with appropriate manufacturers to develop specifications to meet the established Owner's budget and the design intention and identified function for new furniture and art.

5. Create documents that include images and descriptions of the new furniture selections, including manufacturer, style, series, fabric, material, finish, and color for each selection.
6. Develop final plans showing the locations in the new facility of all new and re- furniture and art.

Procurement of Furniture and Artwork:

1. Purchase all new furniture and art, including delivery and installation services, included in the contract with Owner.
2. Provide overall coordination and follow-up for the purchased furniture and art, including:
 - a. Check acknowledgments from vendors for accuracy.
 - b. Develop and manage the shipping schedule.
 - c. Coordinate delivery and installation with the Project Schedule.
3. Manage the delivery, receipt, and inspection of all purchased furniture and art.
4. Supervise installation of the purchased furniture and art.
5. Product cost and procurement for new furniture and art, and the installation costs associated with those items.
6. If needed, Archistructor may find location for secure storage of furniture prior to installation.

Deliverables:

1. Furniture inventory report.
2. Specification package for the new furniture and art.
3. Furniture and art location plan.
4. Schedule of activities and important dates in coordination with Owner.
5. Product care and warranty information (included in the Operations and Maintenance Manual).

Not Included:

1. Move management and coordination.
2. Specification or procurement of items typically carried in a medical equipment budget, such as exam/procedure tables, patient beds, over-bed tables, specialty medical furniture, and cubicle curtains.
3. Coordination of products and services not furnished under contract with Archistructor.
4. Coordination, move or purchase of specialty fixed equipment (and equipment with mechanical and electrical devices) or specialty appliances.

2.1.7.1.14 TIME LIMIT FOR ACCEPTANCE OF THE ARCHISTRUCTOR'S PROPOSAL:

Archistructor's Proposal must be accepted by Owner by 9-20, 2023, to prevent delay in commencing the Work, and thus the Project Schedule, and to prevent impact upon the Stipulated Sum Price for Construction.

Proposal is accepted by Owner as of the date below (“Proposal Acceptance Date”).

ARCHISTRUCTOR:

OWNER:

The Neenan Company LLLP
A Colorado limited liability limited partnership
By: Neenan Management Company
A Colorado corporation
Its: General Partner

By: _____
Name: Ryan C. Dellos
Its: Treasurer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____