

RESOLUTION NO. 2005-05

A RESOLUTION TO ACCEPT, RATIFY AND CONFIRM THE GUARANTEED MAXIMUM PRICE RELATING TO THE OSCEOLA AQUATIC CENTER; TO AUTHORIZE THE EXECUTION AND DELIVERY OF DOCUMENTS AMENDING AND SUPPLEMENTING THE DESIGN-BUILD CONTRACT TO INCORPORATE THE GUARANTEED MAXIMUM PRICE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Osceola, Arkansas (the “City”) previously procured Nabholz Construction (“Nabholz”) to provide design-build services related to the City’s Aquatic Center; and

WHEREAS, in compliance with the Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price (the “Design-Build Contract”) entered into by the City and Nabholz, Nabholz solicited bids from subcontractors and has proposed a Guaranteed Maximum Price of \$17,898,928 (“GMP”); and

WHEREAS, the City wants to acknowledge receipt of the GMP, to accept, ratify and confirm the same, and to authorize the Mayor and/or City Clerk to execute any amendments and supplements to the Design-Build Contract to evidence the GMP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSCEOLA, ARKANSAS:

Section 1. The GMP proposed by Nabholz is hereby accepted, ratified and confirmed.

Section 2. That there be and is hereby authorized the execution and delivery of documents that amend and supplement the Design-Build Contract to reflect the GMP for the Osceola Aquatic Center, and the Mayor and City Clerk are hereby, authorized to execute, acknowledge and deliver the same for and on behalf of the City.

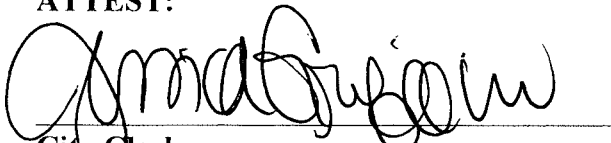
Section 3. *Severability.* In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force

and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the resolution.

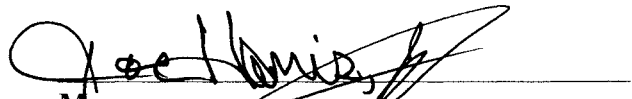
Section 4. Repealer. All laws, ordinances, resolutions, or parts of the same that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

ADOPTED: May 19, 2025

ATTEST:


City Clerk

APPROVED:


Mayor



Design-Build Change Order Form

For use with DBIA Document No. 535 *Standard Form of General Conditions of Contract Between Owner and Design-Builder* and in accordance with Article 6.7 of the General Conditions of Contract.

Change Order Number:	Change Order Effective Date: (date when executed by both parties)
Project:	Design-Builder's Project No:
	Date of Agreement:
Owner:	Design-Builder:

Scope of the Change:

Original Contract Price: \$ _____

Net Change by Previous Change Order No(s): _____ to: \$ _____

This Change Order Increase/Decrease (attach breakdown): \$ _____

New Contract Price: \$ _____

Original Contract Completion Date: _____ 20____

Adjustments by Change Order No(s) _____ to: _____ (calendar days)

This Change Order Contract Time Increase/Decrease: _____ (calendar days)

Revised Substantial Completion Date: _____ 20____

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2022 Edition).

OWNER:

By: _____

Printed Name: _____

Title: _____

Date: _____

DESIGN-BUILDER:

By: _____

Printed Name: _____

Title: _____

Date: _____



May 15, 2025

Mr. Cody Shreve

RE: Osceola Aquatic Center

Mr. Shreve,

Subcontractor bids were taken on April 15, 2025, and a Guaranteed Maximum Price (GMP) of **\$17,898,928** has been generated based on construction documents by Evans Taylor Foster Childress Architects dated March 21, 2025.

Contingency

The Owner is carrying the \$100,000 Construction Contingency.

General Exclusions & Clarifications

1. Total Project Cost is based on subcontractor pricing and approved value engineered items, subject to owner and architect approval and consummated contract with Nabholz.
2. General Liability, Builder's Risk, Performance & Payment and Subcontractor Default Insurance are included.
3. Undercut/replace unsuitable soils rate is \$24 per cubic yard
4. An Allowance of \$25,000 for Signage is included
5. Data Cabling, Security Cameras and Access Control by Owner (rough in by GC)
6. Site Utilities to 5 feet outside of Building by Owner (secondary from transformer to Building by GC)
7. Design and /Engineering fees included – total \$1,530,860 (paid as of 5/15/25 \$906,634)
8. Landscaping Allowance for \$75,000 is excluded; RCI included Landscaping in their scope.
9. Alternate Package Unit for AHU 5 & 6
10. The following items have been specifically excluded from the estimate at this time:
 - a. After-hours security, product expediting fees and overtime work
 - b. Concrete moisture mitigation for flooring prep
 - c. Performance and Payment Bond on Pool Package
 - d. Liquidated damages, prevailing wage or USDA requirements

With cost/budget being the driving consideration for this project, no overtime has been calculated in this Project Cost Estimate. If significant unforeseen delays are experienced on the project all parties will be notified, and the schedule revisited to afford the opportunity to price expedited schedules from that point on, or to extend the completion date.

Work may be delayed or productivity negatively impacted by the cumulative effect of Geopolitical Conditions and Global Supply Chain issues. Potential impacts may include labor/material shortages and lead time extensions. We are also experiencing a fluid pricing market which has caused some material prices to change unexpectedly. To combat these market trends, Nabholz recommends including a material price increase allowance to insulate all parties from these changes.

Nabholz understands the need to proceed in an expeditious manner upon notice to proceed, and we have prepared all contractors accordingly. If you have any questions or need additional information, please don't hesitate to contact me at once. Thank you for the opportunity to be a part of the team.

Sincerely,

Jon Folsom

Jon Folsom
Senior Project Manager

CC: Adam Seiter

PROJECT NAME *Osceola Aquatics Center*
PROJECT LOCATION *Osceola, Arkansas*
REVIEW DATE *May 15, 2025*
ARCHITECT *ETFC*
ESTIMATED DURATION *12 mo*



Project name Osceola Aquatics Center

Estimator Jon Folsom

PROJECT CONFIDENTIAL

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This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization

Job Phase	Description	TOTAL AMOUNT
01 Building		
	General Conditions	720,847
	Temporary Utilities	0
	Intermediate Cleanup	67,086
	Concrete	384,865
	Masonry	711,673
	Structural Steel	184,859
	Rough Carpentry	86,295
	Millwork	81,615
	Roof/Wall Panels	215,423
	Hollow Metal Frames and Doors	113,199
	Overhead Doors	138,030
	Entrances & Storefronts	321,389
	Drywall	380,507
	Flooring	43,809
	Painting	164,700
	Signage	25,860
	Toilet and Bath Accessories	147,872
	Food Service Equipment	51,095
	Pre-Engineered Structures	731,306
	Equipment	47,540
	Fire Suppression	100,624
	Plumbing	804,977
	HVAC	1,175,192
	Electrical	976,792
01 Building Total		7,675,563

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Job Phase	Description	TOTAL AMOUNT
02 Site Work		
	General Requirements	52,039
	Testing & Inspection Services	59,445
	Field Engineering	15,329
	Joint Sealants	130,159
	Leased Equipment	27,166
	Earthwork and Site Prep	1,152,656
	Sidewalks	483,428
	Asphalt Paving	182,511
	Fencing & Gates	28,059
	Site Utilities	0
	02 Site Work Total	2,130,790

Job Phase	Description	TOTAL AMOUNT
03 Aquatics		
	Aquatic Facilities	5,548,567
03 Aquatics Total		5,548,567

Estimate Totals

Description	Amount	Totals
Labor	606,911	
Material	678,824	
Subcontract	13,842,949	
Equipment	88,176	
Other	138,060	
	15,354,920	15,354,920
Civil and Pool Fees	302,467	
Design Fee	1,228,394	
	1,530,861	16,885,781
Construction Manager Fee	1,013,147	
	1,013,147	17,898,928
Project Contingency	0	
GMP Total		17,898,928



VALUE ANALYSIS SUMMARY REPORT

PROJECT NAME: Osceola Aquatic Center
 PROJECT #: 07-24-2791
 VA TEAM: ETCI/MCE/C-H/Nabholz
 REPORT DATE: 5/13/2025

Item #	Description	Approved	Pending	Rejected	Value	Approved	Pending	Rejected	Exclusive	Date Approved	Comments
PAVING											
1	Contingency	X			(\$100,000)	(\$100,000)	\$0	\$0			Owner Carrying
2	Temp Utilities	X			(\$12,000)	(\$12,000)	\$0	\$0			Owner Carrying
3	Jobsite Trailer			X	(\$33,000)	\$0	\$0	(\$33,000)			Not Pursuing; Rough Condition
4	GC Discount	X			(\$33,250)	(\$33,250)	\$0	\$0			Accepted
ASPHALT											
1	Reduce Paving			X	\$0	\$0	\$0	\$0			Not Pursuing; Asphalt price good
2	Relocate Apron/Drive	X			\$106,516	\$106,516	\$0	\$0			Accepted
DELEGATED ENGINEERING											
1	Delegated Engineering - Metal Studs			X	(\$6,000)	\$0	\$0	(\$6,000)			Engineer of Record would Bill
REDUCE WINDOW UNITS											
1	Reduce Exterior Glass			X	(\$10,000)	\$0	\$0	(\$10,000)			Not Pursuing Reducing Window Units
CHANGE WINDOW SYSTEM											
1	Sealed Concrete Building # 2 Instead of Tile	X			(\$45,448)	(\$45,448)	\$0	\$0			Accepted
2	Change Window System & Change out 2 OH Doors to Glazing	X			(\$15,055)	(\$15,055)	\$0	\$0			Accepted
3	Alternate Overhead Doors	X			(\$210,126)	(\$210,126)	\$0	\$0			Price 2 at South; 1 as spec'd at North-West and Aluminum Frame & Glass at 2 West
4	Change Door Hardware	X			(\$4,450)	(\$4,450)	\$0	\$0			Accepted
5	Change Mortise Locks to Grade 1 Cylinders	X			(\$2,475)	(\$2,475)	\$0	\$0			Accepted
6	Eliminate Baffles	X			(\$275,000)	(\$275,000)	\$0	\$0			Accepted
7	Take Z Furring behind Metal Wall Panels to 4; O.C.	X			(\$25,500)	(\$25,500)	\$0	\$0			Accepted
8	Remove Sheetrock Ceiling in Pool Rooms			X	(\$36,500)	\$0	\$0	(\$36,500)			Not Pursuing; Sound Issue
9	Change 607 Ceiling Tile to Vinyl Rock	X			(\$4,000)	(\$4,000)	\$0	\$0			Accepted
10	Metal Panels at Screenwalls			X	(\$8,125)	\$0	\$0	(\$8,125)			Not Pursuing; Look from Highway
11	Drop Sign Allowance from \$50,000 to \$25,000	X			(\$25,000)	(\$25,000)	\$0	\$0			Approved; \$5,000 left in for Road Sign
12	Building Permit Allowance	X			(\$12,000)	(\$12,000)	\$0	\$0			Waived per City
13	Densarmor Plus Epoxy Coated Ceiling at Pools	X			\$3,950	\$3,950	\$0	\$0			Not Pursuing; Moisture Issue
14	Delete Bullnose Edge on Counter Tops	X			(\$4,000)	(\$4,000)	\$0	\$0			Accepted
15	Lower Pool House Eave from 11'-4"			X	(\$2,500)	\$0	\$0	(\$2,500)			Rejected; cannot be lower but a foot
GRAVEL											
1	Gravel West Parking Lot - Pave Later			X	\$0	\$0	\$0	\$0			Not Pursuing
2	Geopier - Deduct Two Test from Scope	X			(\$30,000)	(\$30,000)	\$0	\$0			Approved; Geopier Good with it
SOD & MULCH											
1		X			(\$75,000)	(\$75,000)	\$0	\$0			Accepted - Sod & Mulch
CONCESSION											
1	Concession Allowance			X	(\$50,000)	\$0	\$0	(\$50,000)			Not Pursuing; Keep Allowance in GMP
POOL DECK AND FURNITURE											
1	Tot Pool			X	(\$835,000)	\$0	\$0	(\$835,000)			Not Pursuing
2	Play Structure Outdoor			X	(\$142,800)	\$0	\$0	(\$142,800)			Not Pursuing
3		X			(\$140,500)	(\$140,500)	\$0	\$0			Accepted
4	Reduce Size of Indoor Pool			X	(\$50,000)	\$0	\$0	(\$50,000)			Not Pursuing
5				X	(\$27,200)	\$0	\$0	(\$27,200)			Not Pursuing
6		X			(\$14,100)	(\$14,100)	\$0	\$0			Accepted
7		X			(\$52,500)	(\$52,500)	\$0	\$0			Accepted
8		X			(\$88,100)	(\$88,100)	\$0	\$0			Councilman is OK with this Deduct
MECHANICAL											
1	DDS Controls	X			(\$155,100)	(\$155,100)	\$0	\$0			Accepted
2	Change Tot Pool HVAC			X	(\$141,000)	\$0	\$0	(\$141,000)			Not Pursuing
3	Reduce Insulation Thickness on Domestic Cold Water from 1" to 1/2"			X	(\$700)			(\$700)			Not Pursuing
4	Change Trap Primers out for Trap Guards at each Floor Drain			X	(\$2,500)			(\$2,500)			Not Pursuing
5	Remove Trench Drain Tot Pool			X	(\$37,434)	\$0	\$0	(\$37,434)			Not Pursuing
ELECTRICAL											
1	Fire Alarm - Honeywell	X			(\$8,000)	(\$8,000)	\$0	\$0			Accepted
2	Alternate Lighting Package	X			(\$50,000)	(\$50,000)	\$0	\$0			Accepted
TOTAL APPROVED:		TOTAL PENDING:		\$0		TOTAL REJECTED:				(\$1,382,759.00)	
SUMMARY											
WORKING BUDGET:		\$19,168,716						TARGET BUDGET:		\$0	
ANTICIPATED SAVINGS:		(\$1,271,138)						CONTINGENCY / ESCALATION:		\$0	
REVISED WORKING BUDGET:		\$17,897,578						DIFFERENCE:		\$17,897,578	