



# City of Grand Island

Tuesday, October 10, 2017

Council Session

## Item I-2

**#2017-289 - Consideration of Change Order No. 1 with CMBA Architects for the EM/911 Building**

Staff Contact: Jon Rosenlund

# **Council Agenda Memo**

**From:** Jon Rosenlund, Director of Emergency Management

**Meeting:** October 10, 2017

**Subject:** Approving Change Order to Design & Build Contract for Change of Location

**Presenter(s):** Jon Rosenlund, Director of Emergency Management

## **Background**

The City Council awarded the bid for Design and Build of an Emergency Management and 911 Communications Center (EM911) with CMBA Architects in October 2016.

In June 2017, the bids received for the construction of the EM911 Center exceeded the budget and were rejected. As a result, certain design changes and a location change are proposed by the Emergency Management Department, Fire Department and City Administrator. These proposed changes are intended to keep the building under budget, but to also capitalize on a location change to improved security of the facility. These changes require this Change Order with CMBA for the Design and Building of this facility.

## **Discussion**

In October 2016, the City Council approved by Resolution 2016-255 a Design and Build contract for \$250,000.00 with CMBA Architects to design and manage the construction of an Emergency Management and 911 Communications facility located at Fonner Park Road adjacent to the Fire Station #1. Intended to also serve as a joint training facility for the Fire Department, the building offered expanded office and classroom space for that secondary function.

In June 2017, a request for proposals to construct the facility resulted in bids that exceeded the budget and were rejected. As a result, the building's size, design and infrastructure have been modified to meet the budgetary constraints yet still meet its primary function as an Emergency Operations and 911 Center. However, in consequence of these design changes, the facility can no longer meet the secondary function of Fire Department training site and its co-location with Fire Station #1 no longer provided the Fire Department the capabilities it needs as it improves its training capacity at that location.

At this same time, the City Administrator was in contact with owners of undeveloped land on the Southwest corner of 13<sup>th</sup> Street and North Road for the purchase of this land for the purpose of constructing the EM911 structure at that location. This 3.6 acres would also be ideal for the relocation of Fire Station #4, which is being considered under a different agreement. That agreement would have Menard's paying for the 3.6 acres and building a new fire station in exchange for the current Fire Station #4 and land. The proposed location is easily serviced by City Utilities, can easily connect to the City Network at the nearby node location, is further from natural and manmade hazards, and is not as bound by other City or public facilities in the area.

Therefore, the Department, working with the Fire Department and City Administrator, have identified 13<sup>th</sup> Street and North Road as their preferred location for the EM911 facility which will allow for greater geo-diversity from the current City Hall 911 location, further distance from natural and other hazards, and less interruption of Fire Department development of its training facilities at Fonner Park Road. This proposal was provided to the joint City and County Interlocal Committee for Emergency Management for their input and reaction. They approved this move and recommended it to the entire Council.

With the location change, certain changes are required to the original CMBA Design and Build contract signed in October 2017 to accommodate the site change. This change order contract is attached and the increase is \$25,500.00.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the change order of \$25,500.00.

### **Sample Motion**

Move to approve the Change Order with CMBA.

# **AIA**® Document G802™ – 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 001

**TO:** CITY OF GRAND ISLAND  
100 E. FIRST ST., P.O. BOX 1968  
GRAND ISLAND, NE 68802  
(Owner or Owner's Representative)

In accordance with the Agreement dated: SEPTEMBER 22, 2016

**BETWEEN** the Owner:  
(Name and address)

CITY OF GRAND ISLAND  
100 E. FIRST ST., P.O. BOX 1968  
GRAND ISLAND, NE 68802

and the Architect:  
(Name and address)

CANNON MOSS BRYGGER & ASSOCIATES, P.C.  
208 N. PINE ST., SUITE 301  
GRAND ISLAND, NE 68801

for the Project:  
(Name and address)

CITY OF GRAND ISLAND  
EMERGENCY 911/OPERATIONS CENTER  
GRAND ISLAND, NEBRASKA

Authorization is requested

- ☒ to proceed with Additional Services.
- ☒ to incur additional Reimbursable Expenses.

As follows:

Additional compensation requested relating to the change in project site location

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)


Compensation:

CMBA Architects - Lump Sum Fee of \$3,800 for coordination/meetings, revising specifications in regards to siting  
Morrissey Engineering - Lump Sum Fee of \$5,500, plus reimbursables (per attached Scope)  
Olsson Associates - Lump Sum Fee of \$16,200, (per attached Scope)

Total Additional Services Lump Sum Fee: \$25,500.00

Time:  
TBD

SUBMITTED BY:

  
(Signature)

James R. Brisnehan, AIA, Principal/Architect

(Printed name and title)

9/26/2017

(Date)

AGREED TO:

(Signature)

(Printed name and title)

(Date)

## **Proposal for Professional Engineering Services**

**2017-09-25**

***Client:***

Cannon Moss Brygger Architects  
208 N Pine Street #301  
Grand Island, NE  
Attn: Jim Brisnehan

***Project name:***

Grand Island / Hall County  
Emergency Operations and 911 Center

Project No.: 16398

***Project description:***

- Site Adapt of Designed Emergency Operations and 911 Center

***Scope of services (Basic):***

- Site adapt of currently design Emergency Operations and 911 Center
  - Scope of work assumes no floor plan changes to currently designed facility.
  - Scope of work assumes no structural framing changes affecting MEPT design.
  - Scope of work assumes building orientation is the same as the currently designed facility.
  - Scope of work assumes no MEPT system changes to currently designed facility unless outlined below.
  - Scope of work assumes grade mounted equipment remains as currently designed
- Coordination of mechanical utilities including gas (verification of available pressure), domestic water (verification of available water pressure), fire water (verification of available water pressure), sanitary sewer, storm sewer from interior out to 5' from building outside wall the utility connection point
  - Modification of drawings to accommodate new utility connection points
- Coordination of electrical utilities including electrical service, telecommunications pathways, from interior out to the utility connection point
  - Modification of drawings to accommodate new utility connection points.
- Modification of drawings to include design of new electrical service.
  - Previous design required electrical service connection to adjacent fire station.
  - New design is single electrical service for stand-alone facility.
- Modification of drawings to redesign site lighting and photometric calculations to accommodate revised parking/paving.

***Deliverable Content:***

Our documents will be prepared using industry standards and MEI standards for drawings and specifications. Current versions of AutoCAD or Revit are typical.

4940 North 118th Street  
Omaha, NE 68164  
P: 402.491.4144  
[www.morrisseyengineering.com](http://www.morrisseyengineering.com)

**Exclusions:**

- Studies for life cycle cost analysis and energy usage
- Commissioning Services
- Redesign of HVAC, plumbing, fire protection systems
- Redesign of lighting, power, telecommunications systems
- Relocation and/or redesign of grade mounted equipment
- Multiple drawing packages or construction administration phases
- Energy modeling or utility cost estimating
- Record drawings

**Fee basis:**

- Lump sum fee – \$5500

**Reimbursable expenses:**

- Out of town travel
- Reproduction costs for drawings and specifications
- Delivery costs for bulk items such as plans, specifications, shop drawings in the form of postage, courier charges, etc.
- Minor reimbursable expenses including, minor printing, and correspondence postage.

Reimbursable expenses are in addition to the fees stated above. All itemized expenses are billed at cost.

**Schedule:**

- In conjunction with the Client

**Terms and conditions:**

Morrissey Engineering will perform the services outlined in this agreement for the stated fee basis.

Significant changes to the scope of services initiated by the Client or project Owner will constitute a claim for a reasonable and equitable fee adjustment. Fee adjustments will be billed on a negotiated lump sum or hourly basis per the rate schedule below.

**Hourly rate schedule:**

▪ Principal	\$170.00
▪ Project Manager	\$140.00
▪ Senior Lighting Designer	\$140.00
▪ Low Voltage Specialist	\$130.00
▪ Commissioning Agent	\$130.00
▪ Engineer/Designer	\$120.00
▪ Technician	\$95.00
▪ Clerical	\$70.00

Invoices for Consultant service's shall be payable within 10 days after the Client is paid. Past due accounts will be subject to a monthly service charge of 1.0% on the then unpaid balance.

The Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any causes, shall not exceed the amount of the Consultant's fee.

Under no circumstances will either party be liable to the other for loss of profits, revenue, or for any special, consequential, indirect, punitive, or exemplary damages.

4940 North 118th Street  
Omaha, NE 68164  
P: 402.491.4144  
[www.morrisseyengineering.com](http://www.morrisseyengineering.com)

If a required component of the Project is omitted by Consultant from construction documents, Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. Client agrees that Consultant will not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

During the term of this Agreement and for one year after termination of this Agreement, both the Client and Morrissey Engineering agree that the parties will not, without prior written consent, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by the other Company.

The Consultant shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

The Client or Consultant may terminate this agreement upon advanced written notice should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, plus all reimbursable expenses.

The Client may not use documents produced by the Consultant under this agreement for any other endeavor without the expressed written consent of the Consultant.

If this proposal is satisfactory, please sign both copies and return one signed copy to our office.

**Acceptance:**

Consultant's signature:

Client's signature:

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

4940 North 118th Street  
Omaha, NE 68164  
P: 402.491.4144  
[www.morrisseyengineering.com](http://www.morrisseyengineering.com)



## LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 13th, 2016 between CMBA ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: 13<sup>th</sup> and North Road, Grand Island, Nebraska

Project Description: The project is for the site design / redesign of the proposed Emergency 911 Operations Center

### SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

#### **1.0 CIVIL DESIGN SERVICES**

**\$16,200.00**

- 1.1 Prepare site grading and drainage plan with storm sewer as necessary.
- 1.2 Prepare erosion control plan.
- 1.3 Prepare site paving plans with spot elevations, striping layout, and necessary paving details for all parking lots and access drives on site.
- 1.4 Prepare Water Service utility plan, submit to the city for review and approval.
- 1.5 Prepare Sanitary Main utility plan, with service to building, submit to the city for review and approval.
- 1.6 Prepare Water Main utility plan, for additional fire hydrant coverage, submit to the city for review and approval.
- 1.7 Coordinate with the City on drive and electrical locations.
- 1.8 Prepare Landscape plan per municipal standards, irrigation specification to be included on landscape plan

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072

TEL 308.384.8750  
FAX 308.384.8752

[www.olssonassociates.com](http://www.olssonassociates.com)

Page 1 of 3

## **Exclusions**

The following services are **not** included in this proposal but can be provided by Olsson as an additional service if requested:

- Additional plan revisions beyond one revision at Owner's request and one revision to address City comments.
- Site Survey, Platting
- Construction Observation, Staking, or Testing.
- Geotechnical Investigation / Borings
- Project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **COMPENSATION**

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Sixteen Thousand Two Hundred Dollars (\$16,200). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

## **TERMS AND CONDITIONS OF SERVICE**

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072

TEL 308.384.8750  
FAX 308.384.8752


[www.olssonassociates.com](http://www.olssonassociates.com)

Page 2 of 3

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

**OLSSON ASSOCIATES, INC.**

By   
Matt Rief

By   
Brian Degen

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

**CMBA**

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

G:\Grand Island\Admin\PROPOSAL\Cannon\911\Amendment 1.doc

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072

TEL 308.384.8750  
FAX 308.384.8752

[www.olssonassociates.com](http://www.olssonassociates.com)

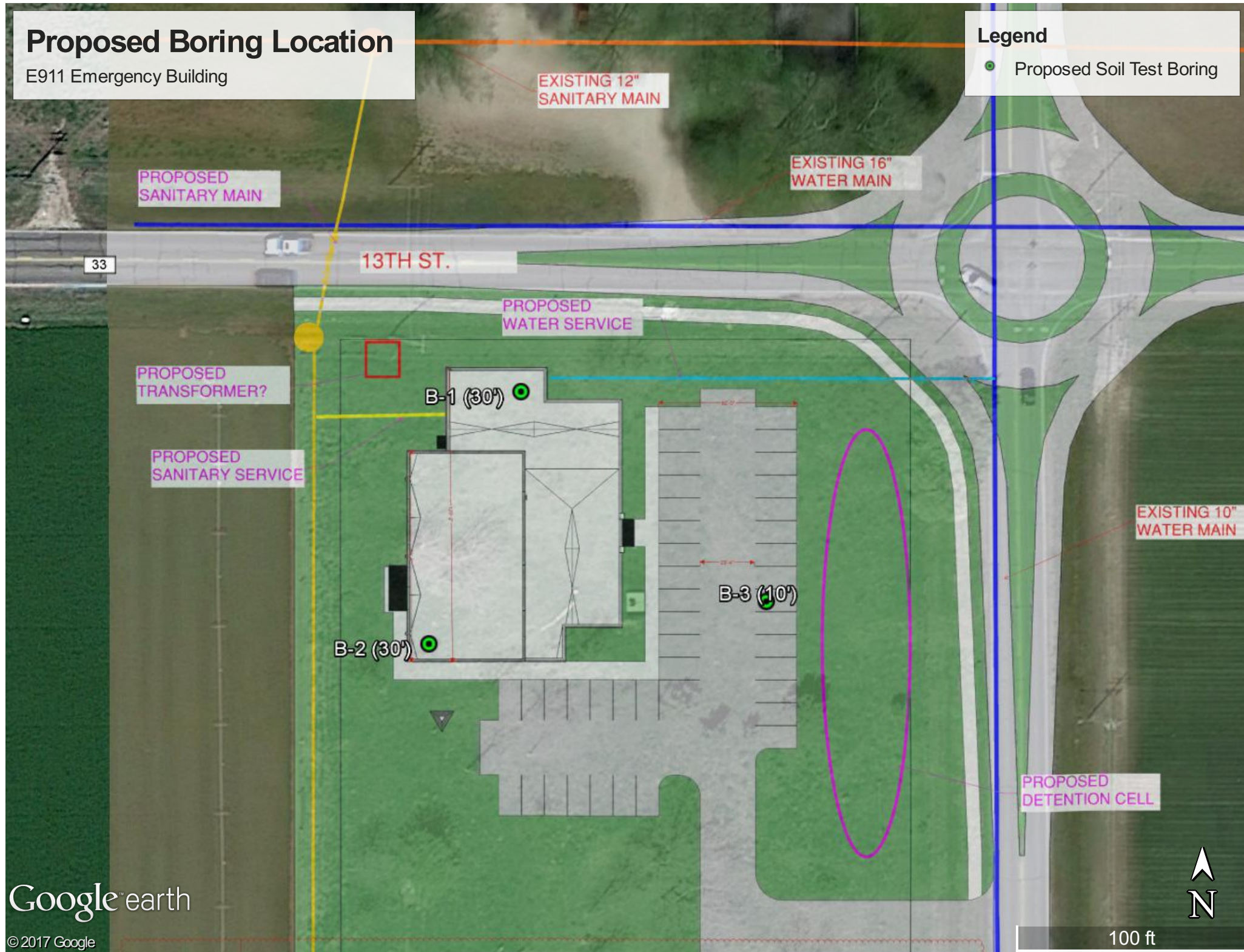
Page 3 of 3

# Proposed Boring Location

E911 Emergency Building

## Legend

- Proposed Soil Test Boring



Google earth

© 2017 Google

RESOLUTION 2017-289

WHEREAS, on October 13, 2016, by Resolution 2017-, the City Council of the City of Grand Island previously approved the bid of CMBA of Grand Island, Nebraska for the Design and Build of an Emergency Management and 911 Facility; and

WHEREAS, the design and location of that structure has been altered to meet budgetary constraints and capitalize on a newly available and more appropriate location; and

WHEREAS, The CMBA has requested a change order to their original contract to accommodate the necessary design and engineering changes for this new location;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the site and design changes are beneficial to the City of Grand Island and its Departments and agree to the change order to the original Design and Build Contract with CMBA of Grand Island, Nebraska, totaling \$25,500.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract modification on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 10, 2017.

\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 14, 2017	☐ City Attorney