



# City of Grand Island

Tuesday, July 13, 2004

Council Session

## Item G21

**#2004-168 - Approving Contract for Police/Sheriff Headquarters  
Facility Needs Study**

Staff Contact: Kyle Hetrick

# **Council Agenda Memo**

**From:** Kyle L. Hetrick, Chief of Police

**Meeting:** July 13, 2004

**Subject:** Contract approval for needs assessment study  
Police/Sheriff facility.

**Item #'s:** G-21

**Presenter(s):** Kyle L. Hetrick, Chief of Police

## **Background**

The Police/Sheriff Law Enforcement Facility planning committee consisting of Mayor Vavricek, City Administrator Gary Greer, County Board members, Pamela Lancaster and Jim Erickson, Director of the Nebraska Law Enforcement Training Center, Steve Lamken, Sheriff Jerry Watson, Chief Deputy Chris Rea, Captain Robert Falldorf and Chief Kyle L. Hetrick of the Grand Island Police Department, after publishing an RFP, on July 1, 2004 interviewed two highly capable firms, the DLR Group and Wilson Estes Police Architects. The committee recommended Wilson Estes to move forward with the needs assessment and site analysis for the combined police/sheriffs facility.

## **Discussion**

Professional references from previous law enforcement projects from Kearney, Hastings, Papillion, and others came back with glowing recommendations for the Wilson Estes firm. Cost analysis showed that Wilson Estes was average to below average with similar architectural firms costs. The scope of services on the needs assessment will include: 1. On-site information gathering; 2. Growth Analysis; 3. Work Station Standards Development; 4. Square Footage Development; 5. Program Development; 6. Conceptual Design floor plates / Building Configuration; 7. Hypothetical Site Configuration; 8. Cost Estimate; 9. Develop site selection criteria; 10. Site evaluation and other services (e.g. Reporting to council and committee.) The city legal department has reviewed the contract and recommends approval.

## **Alternatives**

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

1. Approve the contract with Wilson Estes Police Architects for the needs assessment and site analysis for the combined Police/Sheriffs law enforcement facility.
2. Disapprove or /Deny the Wilson Estes contract.
3. Modify the Wilson Estes needs assessment contract to meet the wishes of the Council
4. Table the issue

## **Recommendation**

City Administration recommends that the Council approve the needs assessment contract with the architectural firm of Wilson Estes.

## **Sample Motion**

Approve the services contact with the architectural firm of Wilson Estes for the needs assessment / site analysis for the combined Police/Sheriff law enforcement facility.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
NEEDS STUDY FOR NEW POLICE/SHERIFF  
HEADQUARTERS FACILITY**

**RFP DUE DATE:** June 15, 2004 at 5:00 p.m.

**DEPARTMENT:** Police

**PUBLICATION DATE:** May 30, 2004

**NO. POTENTIAL BIDDERS:** 4

**SUMMARY OF PROPOSALS RECEIVED**

**Voorhis Associates, Inc.**  
Lafayette, CO

**Wilson Estes Police Architects**  
Mission, KS

**DLR Group**  
Omaha, NE

cc: Kyle Hetrick, Police Chief  
Gary Greer, City Administrator  
David Springer, Finance Director  
Dale Shotkoski, Purchasing Agent  
Laura Berthelsen, Legal Assistant

**P910**

**Wilson Estes Police Architects**



5799 Broadmoor  
Suite 520  
Mission, Kansas 66202  
[www.policearchitects.com](http://www.policearchitects.com)

July 8, 2004

Kyle Hetrick  
Chief of Police  
131 South Locust Street  
Grand Island, Nebraska 68801

Dear Chief Hetrick:

We are pleased to have been selected to participate with your firm on the Law Enforcement Center Needs Assessment Study. Our fee proposal is based upon our understanding of the goals outlined in the Owner's RFP for the project as well as our experience in achieving successful results.

As I stated in our previous discussions, site selection analysis is included in the fee. We would evaluate up to eight locations for development consideration without an affect on the stated fee.

I hope you find our proposal acceptable. We are excited about working with you on this important project.

Respectfully submitted,

James Estes



# AIA® Document B727™ – 1988

## ***Standard Form of Agreement Between Owner and Architect for Special Services***

**AGREEMENT** made as of the Thirteenth day of July in the year of Two Thousand and Four

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

City of Grand Island  
101 East 1st Street  
Grand Island, Nebraska 68801

and the Architect:  
(Name and address)

Wilson Estes Police Architects, PA  
5799 Broadmoor, Suite 520  
Mission, Kansas 66202

For the following Project:  
(Include detailed description of Project, location, address and scope.)

Grand Island Law Enforcement Center  
Need Assessment Study for a Law Enforcement Center housing the Grand Island Police,  
Hall County Sheriffs Department, Communications Center, and EOC  
Grand Island, Nebraska

The Owner and the Architect agree as set forth below.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ARTICLE 1 ARCHITECT'S SERVICES**

*(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)*

**Service to be provided**

Refer to attached "Exhibit A"

**Method and means of compensation**

Refer to Article 8.2

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

**§ 2.1** The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

**§ 2.2** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS**

**§ 3.1** The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

*(Paragraphs deleted)*

**ARTICLE 5 TERMINATION OR SUSPENSION**

**§ 5.1** This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 5.2** If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

**§ 5.3** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.

**§ 5.4** Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

**ARTICLE 6 MISCELLANEOUS PROVISIONS**

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

**ARTICLE 7 PAYMENTS TO THE ARCHITECT****§ 7.1 DIRECT PERSONNEL EXPENSE**

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

**§ 7.2 REIMBURSABLE EXPENSES**

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;

*(Paragraph deleted)*

- .2;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;

*(Paragraph deleted)*

- .7 renderings and models requested by the Owner;
- .8 expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and

*(Paragraph deleted)*



**§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES**

**§ 7.3.1** Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

**§ 7.3.2** An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

**§ 7.4 ARCHITECT'S ACCOUNTING RECORDS**

**§ 7.4.1** Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times if requested by the Owner.

**ARTICLE 8 BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

**§ 8.1** AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

**§ 8.2** COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

*(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)*

A Guaranteed Lump Sum Fee of \$41,840 plus reimbursable expenses

**§ 8.3** FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One and one-tenth ( 1.10 ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

**§ 8.4** Payments are due and payable Thirty( 30 ) days from the date of the Architect's invoice. Amounts unpaid Sixty (60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)*

10.00% per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)*

**§ 8.5** IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

**ARTICLE 9 OTHER CONDITIONS**

**9.1** Architects shall maintain insurance in the following amounts:

Professional Liability.....	\$1,000,000
Commercial General Liability.....	\$1,000,000
Workers Compensation, each accident, each employee.....	\$ 100,000

**9.2** Completion date shall be 60 -90 days from notice to proceed. An exact date is yet to be determined.

This Agreement entered into as of the day and year first written above.

**OWNER**

(Signature)

Jay Vavricek, Mayor

(Printed name and title)

**ARCHITECT**

(Signature)

James Estes, Vice-President

(Printed name and title)

Attest:


Ranae Edwards, City Clerk

Approved:

Doug Walker, City Attorney

**Certification of Document's Authenticity****AIA® Document D401™ – 2003**

I, James Estes, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:02:43 on 07/09/2004 under Order No. 1000085795\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B727™ – 1988 - Standard Form of Agreement Between Owner and Architect for Special Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

Vice-President - Wilson Estes Architects  
(Title)

7/9/04  
(Dated)

## Exhibit “A” – Scope of Services

Grand Island Law Enforcement Center Needs Assessment  
Wilson Estes Police Architects, PA  
July 8, 2004  
Detailed Scope of Services

A description of the sub-tasks listed on the following page is as follows:

### **Task 1: Programming**

- 1.1 On-Site Information Gathering:** The Architects will lead meetings with a group representing a cross-section of the departments affected. At a minimum, this group should consist of key public safety managers. Primary goals of these interactive meetings will be to understand specific details about the community and the operations of the departments, evaluate potential growth in the staffing of the departments, and determine and catalog all individual functional elements and their relationship to each other. (Functional elements are comprised of personnel, activities, and accessory support spaces. The list includes each distinct function, which in the design phase will become a room or space).
- 1.2 Growth Analysis:** Estimate facility needs out to 20 years (planning horizon) through the forecasting of department personnel for the planning horizon. Projections shall be developed by applying the City’s anticipated percentage population increase for the period (from city accepted figures) to the current year departmental personnel count. Additional personnel adjustments will be made in response to projected policing trends (if the appropriate data is available).
- 1.3 Work Station Standards Development:** One component factored into the determination of space assigned to a specific functional element (sub-task 1.4) is the use of planning standards. This can come in many forms, but is primarily related to the size of a workstation, seating, locker, or table requirement to perform a task, or multiple tasks within the functional element. It can also be a standard for a room size based on the area required to perform a known set of tasks. We will utilize our database of national averages for public safety departments to tailor planning standards for the project.
- 1.4 Square Footage Development:** Utilizing specific data obtained in the on-site group meetings, and the development of planning standards, we will apply our database of national averages for area required for public safety facilities.
- 1.5 Program Development:** Define specific requirements necessary to the development of the functional elements in the design and construction phases. (Questionnaires may be utilized in this task if the Owner desires).

### **Task 2: Conceptual Design**

- 2.1 Floor Plates / Building Configuration:** From a determination of the functional elements in the programming task and the space required for those elements, including circulation space, walls, and all other space that composes the gross square footage of the building; determine the following:

## Exhibit “A” – Scope of Services

The most probable floor level that any specific functional element, or group of functional elements may likely occupy, and the resulting number of floors and area of each floor.

The relationship of common groupings of functional elements within the separate floor plates, the circulation connecting the groupings both horizontally and vertically, and key features pertaining to the conceptual layout of a floor plan (such as indications of publicly accessible areas from secure areas). *This is not a detailed schematic floor plan.*

The resulting footprint of the building(s).

**2.2 Hypothetical Site Configuration:** From a determination potential footprint area requirements above, a determination of parking spaces needed, and other site requirements, provide two site diagrams indicating the building footprint, public and staff parking, access points to the building(s), and the relationship of each of these.

### Task 3: Cost Estimate

**3.1 Cost Estimate:** Utilizing our database for facilities built around the country over a lengthy time period, we will apply typical public safety facility construction costs adjusted for the region and a projected bid date. We analyze the accuracy of the database by researching the local construction market through telephone surveys of regional contractors having recent experience in similar facility types.

### Task 4: Site Selection

**4.1 Develop Site Criteria:** Having identified sites that meet the minimum requirements for consideration, meet with the Owner to develop criteria essential to supporting the goals of the department. Tour the identified sites assist the Owner through the application of a structured process to rank each site and establish the best site as it responds to department operational goals.

**4.2 Document / Evaluate Sites:** Document each site through diagrams and photographs. Analyze, through report, as to how well, overall, each site responds to the operational goals and the basic traits desirable in a quality site (such as development cost, ease of procurement, etc.).

### Other Tasks

Develop a written report documenting the study process and conclusions. Submit four copies of the draft report for review and follow-up meetings between the Architect and public safety personnel.

Present the final results to City Officials.

# Exhibit "A" – Fee Detail

Grand Island Law Enforcement Center Needs Assessment  
Wilson Estes Police Architects, PA  
July 8, 2004  
Fee Proposal Detail

<b>Task 1: Programming</b>					
<u>Sub-task</u>	<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>	
1.1	On-Site Information Gathering	Principals	\$95	60	\$ 5,700
1.2	Growth Analysis	Principal	\$95	16	\$ 1,520
		Ad. Assist.	\$50	6	\$ 300
1.3	Work Station Standards Development	Principal	\$95	24	\$ 2,280
		Technical	\$50	18	\$ 900
1.4	Square Footage Development	Principal	\$95	50	\$ 4,750
		Ad. Assist.	\$50	40	\$ 2,000
1.5	Program Development	Principal	\$95	90	\$ 8,550
		Technical	\$50	<u>30</u>	<u>\$ 1,500</u>
			<b>334</b>	<b>\$27,500</b>	
<b>Task 2: Conceptual Design</b>					
<u>Sub-task</u>	<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>	
2.1	Floor plates / Building Configuration	Principal	\$95	16	\$ 1,520
		Proj. Arch.	\$70	8	\$ 560
		Technical	\$50	10	\$ 500
2.2	Hypothetical Site Configuration	Principal	\$95	16	\$ 1,520
		Technical	\$50	<u>8</u>	<u>\$ 400</u>
			<b>58</b>	<b>\$ 4,500</b>	
<b>Task 3: Cost Estimate</b>					
<u>Sub-task</u>	<u>Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>	
3.1	Cost Estimate	Principal	\$95	16	\$ 1,520
		Ad. Assist.	\$50	<u>4</u>	<u>\$ 200</u>
			<b>20</b>	<b>\$ 1,720</b>	
<b>Task 4: Site Selection</b>					
4.1	Develop Site Criteria (on-site)	Principal	\$95	20	\$ 1,900
4.2	Document / Evaluate Sites	Principal	\$95	16	\$ 1,520
		Technical	\$50	<u>16</u>	<u>\$ 800</u>
			<b>140</b>	<b>\$ 4,220</b>	
<b>Other Tasks</b>					
	Format Report Document	Principal	\$95	20	\$ 1,900
		Ad. Assist.	\$50	<u>40</u>	<u>\$ 2,000</u>
			<b>80</b>	<b>\$ 3,900</b>	
	<b>TOTAL</b>				<b>\$41,840</b>

RESOLUTION 2004-168

WHEREAS, the City of Grand Island invited proposals for Needs Study for New Police / Sheriff Headquarters Facility, according to plans and Request for Proposals on file at the Police Department; and

WHEREAS, proposals were due on June 15, 2004; and

WHEREAS, Wilson Estes Police Architects of Mission, Kansas, submitted a proposal in accordance with the terms of the Request for Proposals and all other statutory requirements contained therein at a cost of \$41,840 plus reimbursable expenses; and

WHEREAS, the proposed Professional Services Agreement with Wilson Estes Police Architects for such services has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Wilson Estes Police Architects of Mission, Kansas, for a Needs Study for New Police / Sheriff Headquarters Facility at a cost of \$41,840 plus reimbursable expenses is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Professional Services Agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 13, 2004.

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 9, 2004	☐ City Attorney