



City of Grand Island

Tuesday, January 22, 2008

Council Session

Item G8

#2008-20 - Approving Agreement for Consulting Services Related to the Fleet Services Facility

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 22, 2008

Subject: Approving Agreement for Consulting Services Related to the Fleet Services Facility

Item #'s: G-8

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Fleet Services Division of the Public Works Department is responsible for the mechanical maintenance and repair of city vehicles and equipment. The current facility has no air exchange system and isn't adequate for the size of vehicles that are often worked on. This consultation will help Fleet Services plan for the future and make better use of employees' time. Currently time is being spent moving equipment and vehicles around to increase work space.

On November 29, 2007 a Request for Proposals (RFP) for consulting services related to the Fleet Services Facility was advertised in the Grand Island Independent and sent to eight (8) potential proposers.

Discussion

Four (4) proposals were received on January 7, 2008. The proposals were reviewed by Fleet Services Superintendent, Allen Hoffman; Public Works Director, Steve Riehle; and Assistant City Attorney, Wes Nespor. Nielsen, Mayne Architecture of Omaha, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

Firm experience on similar work (30%)
Experience with City of Grand Island (10%)
Approach (20%)
Proposed schedule (10%)
Proposed fees and Agreement (30%)

Nielsen, Mayne Architecture will provide consulting services, for a lump sum amount of \$27,500.00, to analyze the current Fleet Services Facility. The analysis will determine the type, size and a location of a facility that will best serve all city departments. The current facility is located at 1111 W. North Front Street Grand Island, Nebraska. The Team will consist of Prime Architect Gary W. Nielsen, AIA (Principal in Charge), Michael G. Mayne (Project Manager) and the Collaborating Architect will be Marvin Webb, AIA (Principal) of Webb & Company Architects, Inc. of Grand Island, Nebraska.

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 proposal by Nielsen, Mayne Architecture of Omaha, Nebraska, for a lump sum amount of \$27,500.00.

Sample Motion

Move to approve the proposal by Nielsen, Mayne Architecture of Omaha, Nebraska, for a lump sum amount of \$27,500.00.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CONSULTING SERVICES FOR FLEET SERVICES FACILITY**

RFP DUE DATE: January 7, 2008 at 4:00 P.M.

DEPARTMENT: Public Works

PUBLICATION DATE: November 29, 2007

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Nielsen, Mayne Architecture/Webb & Company Architects
Omaha, NE

Schemmer
Omaha, NE

TranSystems
Kansas City, MO

Victor Aufdenberge Architecture
Grand Island NE

cc: Steve Riehle, Public Works Director
Allen Hoffman, Fleet Services Supt.
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Catrina Delosh, PW Admin. Assist.
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

P1213

AIA[®] Document B727[™] – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Twenty-second day of January in the year of Two Thousand Eight

BETWEEN the Owner:
(Name and address)

City of Grand Island, Nebraska
Grand Island City Hall
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968

and the Architect:
(Name and address)

Nielsen, Mayne Architecture, Inc., Subchapter S Corporation
1010 South 120th Street, Suite 205
Omaha, Nebraska 68154

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

City of Grand Island Public Works Fleet Services Facility Study
Grand Island, Nebraska
Fleet Services Facility Analysis Study consisting of existing facility analysis, analysis of Fleet Services Facility data, detailed space analysis, site selection, project budget; and implementation strategy.

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.

Init.

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

The Architect shall provide architectural services for the Fleet Services Facility Analysis Study as described in Exhibit "A" Design Approach attached hereto and Exhibit "B" Schedule / Work Plan attached hereto.

Method and means of compensation

Compensation shall be a stipulated sum as described in Article 8 of this Agreement.

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 See 9.1.1

§ 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.

ARTICLE 4 ARBITRATION See 9.1.2

§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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. See 9.1.3

§ 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. See 9.1.3

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 Architect.

§ 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;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .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
- .9 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

§ 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.

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.)

8.2.1 Compensation shall be a stipulated sum of twenty-seven thousand, five hundred dollars (\$27,500.00) for the above described services and as described in Exhibits "A" and "B" attached hereto.

8.2.2 Notwithstanding the requirements of Paragraph 7.2 Reimbursable Expenses, the stipulated sum compensation shall include normal anticipated expenses incurred incidental to the provision of services for the project including: 1) travel expenses for project meetings and jobsite visits during the preparation of the study, 2) printing for internal review and printing for submittals to the City of Grand Island including copies of the final report not to exceed ten copies, 3) miscellaneous postage, communications, supplies, and photography. Expenses related to other requested activities, activities beyond basic services, travel expenses to locations other than the project site; and fees paid for securing review and approval of authorities having jurisdiction over the project are not included and shall be reimbursable in accordance with Paragraph 8.3 of this Agreement.

8.2.3 Compensation for authorized Additional Services shall be an agreed upon stipulated sum or on an hourly basis in accordance with the Exhibit "C" Hourly Rate Schedule attached hereto.

8.2.4 Payment for all services rendered shall be monthly based upon invoices for progress to date.

Init.

§ 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 Ten (10) days from the date of the Architect's invoice. Amounts unpaid Thirty (30) 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.)

1.00% monthly

(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 CHANGES AND CLARIFICATIONS TO PREVIOUS ARTICLES

9.1.1 Delete the last sentence in Paragraph 3.1 and the following language is substituted therefore:

"The Owner shall be permitted to use the Architect's documents for the purpose of continuing this Project into the implementation phases. Such use shall be at the Owner's risk and without liability or legal exposure to the Architect."

9.1.2 Delete ARTICLE 4 ARBITRATION in its entirety and the following language is substituted therefore:

"ARTICLE 4 DISPUTE RESOLUTION

4.1 If claims, disputes, and other matters in question between parties of this Agreement arising out of or relating to this Agreement or the breach thereof; the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, resolution shall be initiated in a competent court of law in the State of Nebraska.

9.1.3 Delete the language "and all Termination Expenses as defined in Section 5.4" from end of the first sentence of Paragraph 5.3 and delete Paragraph 5.4 in its entirety.

9.2 OTHER PROVISIONS

9.2.1 Any modifications, deletions, or additions to this Agreement shall require City Council approval before the work being performed.

9.2.2 City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

9.2.3 The City Request for Proposal is appended and incorporated into this Agreement by reference as Exhibit "D".

Init.

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

OWNER - Approved

ARCHITECT

(Signature)

Margaret Hornady, Mayor

(Printed name and title)

(Signature)

Gary W. Nielsen, AIA, President

(Printed name and title)

Attest:

RaNae Edwards, City Clerk

Approved as to form:

Wesley Nespor, Assistant City Attorney

Init.

Additions and Deletions Report for AIA® Document B727™ – 1988

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:56:00 on 01/16/2008.

PAGE 1

AGREEMENT made as of the Twenty-second day of January in the year of Two Thousand Eight

...

City of Grand Island, Nebraska
Grand Island City Hall
100 East 1st Street
P.O. Box 1968
Grand Island, NE 68802-1968

...

Nielsen, Mayne Architecture, Inc., Subchapter S Corporation
1010 South 120th Street, Suite 205
Omaha, Nebraska 68154

...

City of Grand Island Public Works Fleet Services Facility Study
Grand Island, Nebraska
Fleet Services Facility Analysis Study consisting of existing facility analysis, analysis of Fleet Services Facility data,
detailed space analysis, site selection, project budget; and implementation strategy.

PAGE 2

The Architect shall provide architectural services for the Compensation shall be a stipulated sum as described in
Fleet Services Facility Analysis Study as described in Article 8 of this Agreement.
Exhibit "A" Design Approach attached hereto and
Exhibit "B" Schedule / Work Plan attached hereto.

...

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS See 9.1.1

...

ARTICLE 4 ARBITRATION See 9.1.2

PAGE 3

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PAGE 4

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PAGE 5

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9.2.3 The City Request for Proposal is appended and incorporated into this Agreement by reference as Exhibit "D".

PAGE 6

OWNER - Approved

ARCHITECT

...

Margaret Hornady, Mayor

Gary W. Nielsen, AIA, President

...

Attest:

RaNae Edwards, City Clerk

Approved as to form:

Wesley Nespor, Assistant City Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary Nielsen, 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 13:56:00 on 01/16/2008 under Order No. 1000331748_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.

Gary W. Nielsen

(Signed)

President

(Title)

1.16.08

(Dated)

Exhibit "A"
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

Design Approach

Our approach to design emphasizes participation and involvement

with the users of the Fleet Services Facility. We will be meeting with the key people representing the City, Public Works, and the Fleet Services Division to share input regarding the needs and goals for the Fleet Services Facility. By understanding the expectations of the users; we can provide a facility analysis and concept design that is responsive to the needs of the City.

USER INPUT

EXISTING FACILITY ANALYSIS

The process of design is a process of evolution. We will begin by assembling the available drawings of the current facility and conducting observations and field verification of the existing conditions. We will identify the characteristics the current site with regard to size, utilization, and location relative to other City departments that are users of fleet services.

These observations will result in appraisals of the physical condition and functional capabilities of the current facility, and the potential and limitations for adaptability of the current facilities to meet the long term needs of the City.

ANALYSIS OF FLEET SERVICES FACILITY DATA

Data representing maintenance schedules, fleet inventory, personnel utilization, service functions; and equipment needs has been compiled and is readily available from the Fleet Services Division.

This data will be reviewed and analyzed as input to recommendations for service bay utilization, number of service bays, type and sizes of service bays; and service support equipment and functions. Projected personnel utilization and criteria for hours of operation will be a key factor in this analysis



Exhibit "A"
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

***Design
Approach
(continued)***

**DETAILED
SPACE ANALYSIS**

Interviews with key staff will establish user goals and document operational characteristics. This information will identify service workflow and equipment requirements; and provide the basis for developing space needs projections and establishing design parameters. This program data will be documented and used in developing diagrammatic plans for each functional area.

The format for the programming documentation is illustrated by examples from a previous project shown on the pages at the end of this section. Detailed requirements are developed for each building area, the individual areas are then summarized and adding a grossing factor determines the total building gross area projection. A similar process totaling building footprint and site component areas determines required site area.

SITE SELECTION

Potential sites for facility location and the City's criteria for site selection will be identified. Sites will be evaluated based on programmed site area requirements, location parameters relative to other City departments using the facility, existing infrastructure; and functional utilization capabilities.

PROJECT BUDGET

As the process of programming and site evaluation begins to assimilate facility concepts, R.O.M. budget costs will be incorporated into the process of evaluating alternatives. Facility construction costs and total project budget costs will be developed for the finalized facility concept plan.

**IMPLEMENTATION
STRATEGY**

The evaluation of considered alternatives and priority options will be concluded with an identification of the implementation project. A preliminary floor plan, site plan and exterior building concept will be developed. We will assist the City in developing a schedule and possible phasing for design and construction based on funding availability and construction sequencing.



Exhibit "B"

TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

Schedule / Work Plan

KEY MILESTONES

The proposed project schedule illustrated on the following page represents a timeline and work plan based on achieving key milestones leading to the completion of the Fleet Services Facility Study on April 16, 2008. The Nielsen, Mayne Architecture design team is prepared to make the commitment to meet this schedule.

SIX SCOPE COMPONENTS

The five scope components identified in the request for proposal plus a sixth suggested component of developing an implementation strategy are all inter-related and will progress concurrently. Month to month progress can be summarized as follows:

JANUARY

Data collection, assemble existing information, observations and field verification, user input, and identify potential sites

FEBRUARY

Condition appraisal of existing facilities, analysis of fleet services facility data, program space needs and design criteria, and evaluate potential sites

MARCH

Validate projected service criteria and programmed areas, develop diagrammatic plans, develop site recommendations, incorporate cost factors, prioritize options; and identify the recommended implementation project

APRIL

Finalize proposed concept and project budget, develop implementation schedule, and present final report

Key milestones are indicated for timely progress reviews with the City and can be adjusted as needed.



TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

WORK PLAN / SCHEDULE
FLEET SERVICES FACILITY STUDY
CITY OF GRAND ISLAND PUBLIC WORKS

	Jan 21	28	Feb 4	11	18	25	Mar 3	10	17	24	31	Apr 7	14
<p>NOTICE TO PROCEED 1.23.08</p> <p>KEY MILESTONE PROGRESS REVIEWS</p>	<p>SUBMIT FINAL REPORT 4.16.08</p>												
EXISTING FACILITY ANALYSIS	<ul style="list-style-type: none"> Assemble exst. documents Observations, field verify Condition, function appraisal Location & site evaluation Adaptability potentials, limitations Validate conclusions 												
ANALYSIS OF FLEET SERVICES FACILITY DATA	<ul style="list-style-type: none"> Assemble current data Identify service priorities Analysis of service functions, frequencies Incorporate personnel utilization Validate service bay & support area criteria Integrate with space program & design 												
DETAILED SPACE ANALYSIS	<ul style="list-style-type: none"> Conduct staff interviews, establish user goals Document operational characteristics Identify service workflow & equipment requirements Develop space needs projections & parameters Document program data Develop diagrammatic plans 												
SITE SELECTION	<ul style="list-style-type: none"> Identify potential sites and city criteria Site performance and location evaluation Identify infrastructure Develop site utilization concepts Site recommendations Integrate site with design process 												
PROJECT BUDGET	<ul style="list-style-type: none"> Evaluate R.O.M. budget costs Finalize facility constructions costs Develop total project budget costs 												
IMPLEMENTATION STRATEGY	<ul style="list-style-type: none"> Prioritize options, identify implementation project Develop schedule for final design and construction <p>Assemble Final Document</p>												

Exhibit "C"
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 - 1988)

Hourly Rate Schedule

Architectural

Principal	\$80.00
Project Architect / Manager	\$70.00
CAD Technician	\$55.00

Exhibit “D”
TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR SPECIAL SERVICES (AIA DOCUMENT B727 – 1988)

REQUEST FOR PROPOSAL
FOR CONSULTING SERVICES
RELATED TO THE FLEET SERVICES FACILITY
FOR THE CITY OF GRAND ISLAND, NEBRASKA

PROPOSED WORK

The Fleet Services Division of the Public Works Department for the City of Grand Island, Nebraska is seeking a consultant to provide consulting services to analyze the current fleet services facility. The facility analysis will determine if a new facility is needed. The analysis will determine the type, size and a location of a facility that will best serve all city departments. The current facility is located at 1111 W. North Front street Grand Island, Nebraska.

More specifically, the proposed services shall include, but are not limited to:

- a. **Existing facility analysis:** function, condition, location, adaptability to meet long-term needs of the city of Grand Island.
- b. **Analysis of Fleet Services Facility data:** The number of current and projected annual planned and unplanned breakdown maintenance visits. Personnel utilization analysis. Detailed fleet inventory and fleet projections. Analysis of service functions performed in-shop and those contracted out or performed by other departments. Inventory of current and projected fleet maintenance equipment needs.
- c. **Detailed space analysis:** Identify for each function the square footage required, number of occupants, desired adjacencies, environmental requirements, special services, and equipment requirements. To purchase new equipment or relocate from existing facility. A diagrammatic plan of each space will be developed.
- d. **Site selection:** Preliminary site selection to determine area needed for facility. Based on city provided criteria, review at least four proposed sites and/or existing buildings (both privately and city owned). To take into consideration travel time and distance for the departments that will utilize the facility to determine if land needs to be acquired or use existing city properties.
- e. **Project budget:** Estimate construction costs for a new fleet maintenance facility including building and other related fees.

EVALUATION CRITERIA

Proposals will be evaluated with the following considerations, along with the weight percentages assigned to each element which will be used to rank and evaluate the proposals:

- Firm experience on similar work. (30%)
- Experience with City of Grand Island. (10%)
- Approach. (20%)
- Proposed schedule. (10%)
- Proposed fees and Agreement. (30%)

PROPOSAL SHALL INCLUDE

(Limit 30 pages excluding staff resumes)

In order to be carefully evaluated, the proposal shall include:

- Brief Firm Profile.
- Brief approach to the project with schedule.
- Experience in conducting the program statement.
- Experience in designing this type of facility.
- Resume of key staff designated for the work.
- Copy of typical agreement with proposed cost.
- Brief summary of no more than five (5) similar projects the firm has completed with history of construction estimates and accepted bids.
- List of four (4) references of similar projects.
- Any exception to the proposal requirements.

PROPOSAL PROTOCOL

Allen Hoffman, Fleet Services Superintendent, Fleet Services Division of the Public Works Department will be the Cities' contact person for additional information on this proposal (telephone number 308-385-5437). Interested firms shall send four (4) copies of their proposal to the City Clerk, Grand Island City Hall, 100 East 1st Street, P.O. Box 1968, Grand Island, NE 68802-1968. Proposals must be received by 4:00 p.m. (local time) on January 7, 2008. Proposals must remain firm for ninety (90) days from the proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to select the proposal which is deemed to be in the City's best interest, at its sole discretion.

CONTRACT NEGOTIATIONS

The evaluation committee will rank the proposals. It is anticipated that no interviews will be necessary. The City will then try to negotiate an agreement with the highest ranked proposer. If a satisfactory agreement cannot be negotiated with the highest ranked proposer, then an attempt will be made to negotiate an agreement with the next highest ranked proposer.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ANTICIPATED SCHEDULE

The following timetable is anticipated:

Jan 7, 2008	Proposal Due
Jan 9, 2008	Begin Negotiations
Jan 22, 2008	City Council Approve Agreement
Jan 23, 2008	Issue Notice to Proceed
Apr 16, 2008	Complete Work and submission of Final Report

RESOLUTION 2008-20

WHEREAS, the City of Grand Island invited proposals for Consulting Services for the Fleet Services Facility of the Public Works Department, according to the Request for Proposals on file with the Public Works Department; and

WHEREAS, on January 7, 2008, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Nielsen, Mayne Architecture, Inc. of Omaha, Nebraska, with Webb & Company Architects of Grand Island, Nebraska, as a sub-consultant, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code, such proposal not to exceed the amount of \$27,500.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Nielsen, Mayne Architecture, Inc. of Omaha, Nebraska, for a lump sum amount of \$27,500.00 for Consulting Services for the Fleet Services Facility is hereby approved.

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

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Adopted by the City Council of the City of Grand Island, Nebraska on January 22, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
January 17, 2008	☐ City Attorney