

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 16, 2009 AGENDA**

Subject:	Type:	Submitted By:
APPROVE AGREEMENT - UPDATE OF MASTER FACILITIES PLAN – CIVIC CAMPUS CONCEPT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve an agreement with Leo A. Daly firm for professional services related to the updating of the Master Facilities Plan regarding the civic campus site concept in an amount not to exceed \$10,000.00.

FISCAL IMPACT

This project would be funded through cost savings in the lottery fund.

RECOMMENDATION

Approval.

BACKGROUND

Grant application guidelines for the federal stimulus program regarding fire station construction grants are now available. This is a competitive grant process with a very short timeframe—the application deadline is July 10, 2009. Staff has already anticipated that professional architectural, engineering and planning services will be necessary to meet the technical requirements of the grant submittal, and have met with representatives from Leo A. Daly (who did our Master Facility Plan) and FGM Architects (who designed the District 2 Fire Station). These two firms have agreed to collaborate in order to assist us in the grant process.

The proposal from Leo A. Daly is attached and incorporates the work of FGM. The objective of the work is to further develop the civic campus site concept and building plans for the District 1 Fire Station in order to support the grant application process.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH LEO A. DALY FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE FEDERAL APPLICATION PROCESS FOR THE FIRE STATION CONSTRUCTION GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$10,000.

WHEREAS, the Leo A. Daly firm completed work on the City's Municipal Facilities Plan (MFP) in the fall of 2008; and

WHEREAS, the MFP identified the District 1 Fire Station as the City's first priority facility project; and

WHEREAS, the 2009 Federal stimulus funding package includes a grant program for fire station construction; and

WHEREAS, in order to meet the application timeline and the technical requirements of the grant submittal, some professional architectural, engineering and planning services will be necessary; and

WHEREAS, Leo A. Daly and FGM Architects have agreed to collaborate to provide said services.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an agreement with Leo A. Daly to provide professional services associated with the Federal application process for the Fire Station Construction Grant Program in an amount not to exceed \$10,000 in the form and content presented at this meeting.

PASSED AND APPROVED THIS 16TH DAY OF JUNE 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LEO A DALY

May 28, 2009

City of La Vista
La Vista City Hall
8116 Park View Boulevard
La Vista, NE 68128

PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS



EST. 1915

ATLANTA

AUSTIN

DALLAS

FORT WORTH

HONG KONG

HONOLULU

HOUSTON

LAS VEGAS

LOS ANGELES

MIAMI

MINNEAPOLIS

OMAHA

PHOENIX

SAN ANTONIO

WACO

WASHINGTON, DC

Attention: Brenda Gunn and Rita Ramirez

Subject: La Vista District 1 Fire Station Grant Study

This letter will serve as an Agreement between the City of La Vista (the Owner) and the LEO A DALY Company for professional architectural, engineering and planning services related to the revision of the City of La Vista Facilities Master Plan (Facilities Master Plan), dated October 2008, and specific to the anticipated grant submittal for the District 1 Fire Station.

The objective of this work is to further develop the civic campus site concept and building plans for the District 1 Fire Station to support the grant application process. The anticipated deliverables include:

- Revised Master Plan Site Plan
 - Review fire truck turning radius
 - Explore optimal building location on site
- Fire Station Floor Plans
 - Based on District #2 Fire Station plans
- Conceptual Building Elevations (if required)
- Revised Estimate of Probable Construction and/or Project costs

Our project team includes collaboration with Andrew Jasek of FGM Architect. Using the District 2 station design as a prototype, Mr. Jasek will provide revised floor plans that will correlate with the District 1 space program as outlined in the Facilities Master Plan. LEO A DALY will provide an updated site plan, which will include a site adapt/revised floor plan(s) as provided by FGM.

The fees for this work will be billed on an hourly basis, with a Ten Thousand Dollars (\$10,000) maximum, including reimbursable expenses.

See Exhibit A, General Conditions (attached). These General Conditions are incorporated into and made a part of this Agreement by this reference.

If this meets with your approval, please sign and return one (1) copy of this letter to us. Thank you for this opportunity to serve you.

Very truly yours,
LEO A DALY COMPANY

Edward J. Vidlak, AIA, NCARB
Vice President, Architect

Christine M. Rupert, AICP
Director of Planning

ACCEPTED:

Approved by:

Lloyd A. Meyer
Vice President

By: _____

Title: _____

Date: _____

EXHIBIT A – GENERAL CONDITIONS

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of Leo A Daly'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.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Services and include expenses incurred by the Leo A Daly Company and their employees and subconsultants in the interest of the Project, plus ten (10) percent administrative costs, as identified in the following Clauses:

Expense of transportation in connection with the Project; expenses in connection with authorized in and out-of-town travel; long-distance communications; electronic communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

PAYMENTS

Payments are due and payable fifteen (15) days from the date of Leo A Daly's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 12 percent (12%) per annum.

OWNERSHIP AND USE OF DOCUMENTS

The Drawings, Specifications and other documents prepared by Leo A Daly for this Project are instruments of Leo A Daly's service for use solely with respect to this Project and Leo A Daly shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

Upon receipt of payment for Leo A Daly's services as provided herein, the Owner shall be permitted to retain copies, including reproducible copies, of Leo A Daly's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. Leo A Daly's Drawings, Specifications or other 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, except by agreement in writing and with appropriate compensation to Leo A Daly.

LIMIT OF LIABILITY

Neither the Leo A Daly Company, their consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong. In no event shall the Leo A Daly Company, their consultants, nor their agents or employees be responsible or liable for damages or loss of profits, loss of use, loss of revenue, or for any other special, indirect, incidental or consequential damages of any kind arising in any way in connection with this Agreement or the Project.