



## STAFF REPORT

DATE: February 7, 2017

**CONSENT**

ITEM #: 3

**AGENDA ITEM:** Space Needs Study

**SUBMITTED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

As part of the 2017-2021 Capital Improvement Plan, the City Council included a space needs study for the city hall, fire stations and public works.

### **ISSUE BEFORE COUNCIL:**

Should the Council approve issuing an RFP for a space need study?

### **PROPOSAL:**

Included in your packet is a Request for Proposals for a space needs study for the city hall, fire stations, and public works buildings. It lays out the scope of work, provides background on the facilities and requests proposals by March 14<sup>th</sup>.

### **OPTIONS:**

- 1) Authorize the issuance of the RFP
- 2) Amend the RFP and then authorize the issuance
- 3) Do not authorize the issuance of the RFP

### **RECOMMENDATION:**

If removed from the consent agenda:

***“Motion to authorize the issuance of the Space Needs Study RFP.”***

### **ATTACHMENTS:**

- Space Needs Study RFP



# Request for Proposals

Municipal Facilities Space Needs Assessment

City of Lake Elmo, MN

February 14, 2017

## **Introduction**

The City of Lake Elmo is seeking proposals from qualified architectural/engineering firms to perform a Municipal Facilities Space Needs Assessment of its municipal facilities including City Hall, Fire Stations, and Public Works.

## **Scope of Work**

The Assessment will consist of a formal report to the City Council that addresses and makes recommendations on the following items for each of the facilities identified above:

- A. Identify Current Facility Conditions and Deficiencies
  - Age of Facility
  - Structural Issues
  - Size (sq. ft.)
  - Number of Staff
  - Equipment
  - \* Storage
  - \* ADA Compliance
  - \* Utility Costs
  - \* Hours of Operation
  - \* Photos
- B. City Population and Growth Projections
- C. Future Facility Needs
  - Identify Shared Space Potential
  - Workspace
  - Storage
  - Meeting Rooms
  - Sustainable Buildings/LEED
  - IT and Computer Equipment
- D. Space Needs
  - Square Footage, as requested by staff
  - Square Footage, as suggested by standard
- E. Preliminary Cost Estimates
- F. Preliminary Site Design layouts
- G. Potential Funding Sources
- H. Potential Improvements to Existing Buildings
- I. Timeline

## **Facility Location Information**

City Hall is located at 3800 Laverne Avenue N, Lake Elmo, MN 55042. The building was constructed in 1986. The building currently houses the offices for the planning and building departments, some administrative personnel, an office for the contracted deputies and council chamber. Other administration and finance offices are located across the street at 3880 Laverne Ave N in an office building where the City leases space. The current lease expires in

2019. The city desires to bring all of these departments and the council chambers together into one building.

Fire Stations are located at 3510 Laverne Ave N (Fire Station #1) and 4259 Jamaca Ave N (Fire Station #2). Fire Station #1, constructed in 1957 and an addition was added in 1980. It has four bays for fire apparatus, a training room, the chief's office, kitchen and an administrative area. Fire Station #2, constructed in 1980, has four bays for fire apparatus, a day room and a small office area for officers. The City could consider keeping two stations or consolidating into one location.

Public Works is located at 3445 Ideal Ave. This building was constructed in 2006 and is a large barn style structure. It includes space for street maintenance equipment, water and waste water equipment, an office for the director, and a large open office area that also serves as a meeting space and lunch room. Most parks equipment is stored in smaller structures located on Laverne Ave and Jamaca Ave. The purpose of the study would be to plan to meet future needs mainly at the Ideal Ave location with the current parks equipment remaining in their present locations.

### **Specifications**

The firm selected will be required to make site visits and conduct interviews with appropriate personnel to derive a final set of recommendations. Please provide the following information as part of your submission:

- A. A Narrative relating to your general approach to this project.
- B. Company History
- C. Examples of work in the past five years in government planning or analysis.
- D. Resumes, including responsibilities, background, and relevant experience of key personnel that will be working directly on this project.
- E. Names of three to five individuals that can be contacted as references concerning the professional capabilities of your firm to perform on this project.
- F. Additional information or materials that you believe communicate the capabilities of your firm to perform this project.

### **Fee and Timeline**

Please submit the fee for your services on this project and include a timeline for these services. The consultant shall break down the fees as follows:

- Proposed cost of each scope of work listed above

- Hourly rates for all consultant employees who are expected to work on the project. These rates shall be the agreed upon rates for any additional services requested by the City of Lake Elmo above what is detailed in the RFP.
- Reimbursable costs include detail of service or item and applicable charge per unit.
- Not to exceed cost for the Project.

Completion is anticipated within approximately of 120 to 180 days of an executed agreement.

### **Proposal Submission Directions**

Please send seven original copies and one electronic copy of your responses to this Request for Proposal. These copies are to be received at the offices of the City of Lake Elmo no later than 4:00pm on March 14<sup>th</sup>, 2017. Proposals should be directed and delivered to:

City of Lake Elmo  
Attn: RFP-Municipal Facilities Space Needs Assessment  
3800 Laverne Ave N  
Lake Elmo, MN 55042

Please direct questions to Kristina Handt 651.747.3905

Following the review of the received Requests for Proposals by the City, firms may be contacted for additional information or to participate in an interview process.

### **General evaluation criteria**

- A Demonstrated understanding of the requirements of this project.
- Project approach and schedule.
- Qualifications and expertise of key personnel assigned to the project and their proven ability to efficiently complete similar projects.
- Experience of the firm and project team, directly relating to this project.
- Comments and opinions of references.
- Firm possesses resources required to complete the project.
- Clarity, consciousness, and organization of the Proposal.
- Cost of the Proposal.

This Request for Proposal is only a solicitation for information. The City is not obligated to enter into a contract nor is it responsible for any costs associated with the preparation of Proposals and interviews. Proposals received after the deadline will be disqualified from consideration. The City reserves the right to reject any and all proposals and to interview firms, which in the City's judgment, will best meet City needs.

**Rights of Review**

The City of Lake Elmo reserves the right to reject any or all quotes, to request additional information from any or all applicants or waive any informality in the bids as is determined to be in the best interest of the City.

**Affirmative Action**

The City of Lake Elmo requires affirmative action and, therefore, the contractor selected shall not discriminate under the contract against any person in accordance with federal, state, and local regulations.

**Contract Execution**

The contractor chosen will be required to enter into a contract with the City of Lake Elmo for the proposed work prior to commencement of any work (see attached draft contract). The contractor chosen will also be required to provide a certificate of insurance demonstrating compliance with the minimum insurance requirements, and provide performance and payment bonds as required by law. The information below is being provided as part of this request for proposals to give contractors an understanding of the City's expectations with respect to contract execution.

**A. Negotiations and Contract Execution**

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and contractor be unable to agree upon the entire contract, the City reserves the right to discontinue negotiations, select another contractor, or reject all of the proposals. Upon completion of negotiations agreeable to the City and the contractor, a contract shall be executed.

**B. Contracting Ethics**

1. No elected official or employee of the City of Lake Elmo who exercises any responsibilities in the review, approval, or implementation of the proposal shall participate in any decision, which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City of Lake Elmo employee or Council person, or for any City of Lake Elmo employee or Council person to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The contractor shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The contractor shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City of Lake Elmo.

# PROFESSIONAL SERVICES AGREEMENT

## Lake Elmo Municipal Facilities Space Needs Assessment

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF Lake Elmo**, a Minnesota municipal corporation ("City") and \_\_\_\_\_.

### IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF SERVICES.** The City retains Consultant to conduct a Facility Space Needs Assessment of Lake Elmo Municipal Facilities. At a minimum, as part of the Facility Space Needs Assessment, the Consultant's study and report shall include:

#### Identify Current Facility Conditions and Deficiencies

- Age of Facility
- Structural Issues
- Size (sq. ft.)
- Number of Staff
- Equipment
- \* Storage
- \* ADA Compliance
- \* Utility Costs
- \* Hours of Operation
- \* Photos

#### City Population and Growth Projections

#### Future Facility Needs

- Identify Shared Space Potential
- Workspace
- Storage
- Meeting Rooms
- Sustainable Buildings/LEED
- IT and Computer Equipment

#### Space Needs

- Square Footage, as requested by staff
- Square Footage, as suggested by standard

#### Preliminary Cost Estimates

#### Preliminary Site Design layouts

#### Potential Funding Sources

#### Potential Improvements to Existing Buildings

#### Timeline

The Consultant agrees to perform the Study and prepare the Report consistent with the RFP issued by the City and the Consultant proposal dated \_\_\_\_\_.

**2. COMPENSATION.** Consultant shall be paid \_\_\_\_\_ by the City in accordance with the Consultant's proposal, except that following submittal and acceptance by the City of the Draft Study the City shall pay the Consultant \_\_\_\_\_, and shall pay the remaining \_\_\_\_\_ upon presentation and acceptance of the Final Study and Presentation.

**3. COMPLETION DATE.** The Consultant must complete the services on or before \_\_\_\_\_ for the Draft Study and \_\_\_\_\_ for the Final Study. The obligation to provide further services under this Agreement may be terminated by City without cause upon written notice to the Consultant. Upon termination Consultant shall only be paid for work actually performed.

**4. DOCUMENTS.** The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Consultant in conjunction with this contract.

**5. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

**6. STANDARD OF CARE.** Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

**7. INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

**8. INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$2,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide



minimum limits of \$1,000,000 with a deductible maximum of \$125,000 unless the City agrees to a high deductible.

Before commencing work the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention of cancel this insurance.

**9. INDEPENDENT CONTRACTOR.** The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**10. SUBCONTRACTORS.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

**11. NONDISCRIMINATION.** All Contractors and subcontractors employed shall comply with all applicable provisions of all federal, state and municipal laws which prohibit discrimination in employment to members of a protected class and all rules and regulations, promulgated and adopted pursuant thereto. The Contractor will include a similar provision in all subcontracts entered into for the performance of this contract.

**12. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**13. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**14. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**15. CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**16. COPYRIGHT.** Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

**17. RECORDS.** The Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

**18. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**CITY OF LAKE ELMO**

\_\_\_\_\_  
Mayor Mike Pearson

\_\_\_\_\_  
Kristina Handt, City Administrator

ATTEST:

\_\_\_\_\_  
Julie Johnson, City Clerk

**Company Name**

By: \_\_\_\_\_

Its \_\_\_\_\_