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April 9th, 2018

Peter Daniels
 Interim City Engineer
 City of West Allis, Wisconsin
 7525 W. Greenfield Ave.
 West Allis, WI 53214

RE: ACTION PLAN (BUSINESS CASE ANALYSIS) FOR MUNICIPAL YARD FACILITIES

Dear Mr. Daniels,

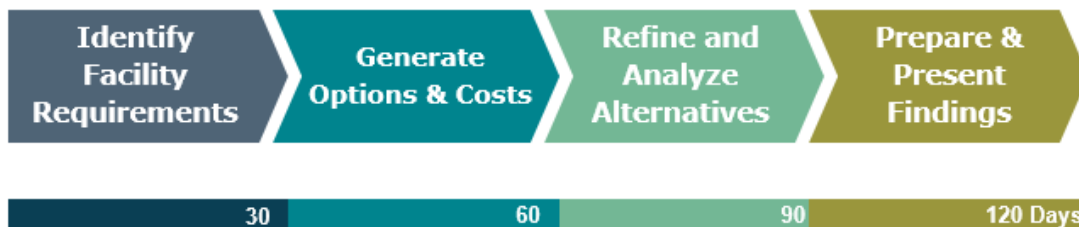
The McKinstry team is pleased to have this opportunity to work with the City of West Allis in providing best-in-class facility consulting services. To develop and deliver a relevant, timely, and actionable Business Case Analysis (BCA), the McKinstry process will include both quantitative and qualitative assessments of the Department of Public Works Municipal Yard facilities and operations. The end result will address ongoing space-use inefficiencies as well as current and future programmatic needs to serve the residents and employees of West Allis, while also highlighting opportunities for advancing the City’s service delivery infrastructure. The plan will consider optimal locations for situating operations with the goal of providing timely and effective daily systems maintenance and emergency response. By the end of this work, the City of West Allis Department of Public Works will feel confident, armed with the information needed to make the best decisions for the life of their facilities.

PROPOSED SCOPE OF SERVICES:

GOALS

1. Collaborate with the City of West Allis during every step of the process
2. Identify meaningful challenges and opportunities
3. Develop optimum future use of current and alternate property locations
4. Recommend capital project priorities and phasing, along with clear budgetary estimates
5. Integrate the preferred alternative(s) with City of West Allis Strategic Plan
6. Offer clear direction for next steps in the best interests of the City of West Allis

TIMELINE



THE BUSINESS CASE ANALYSIS (BCA) PROCESS:

Adapting the major planning phases provided by the City of West Allis, McKinstry proposes to employ the following steps in the business case analysis:

1. *High level identification of current repair and replacement needs and operational inefficiencies*
 - ✓ *Accomplished during the Citywide Facility Evaluation*
 - ✓ *Will establish the baseline repair and replacement costs for municipal yard facilities for the next 30 years, enabling data-driven comparisons for various action plans*

2. *Establish high level requirements of a new facility*
 - ✓ *The project team will combine our knowledge of municipal operations, lean operating practices, and efficient building design with a high volume of in-depth interviews and local research to identify optimal new facility needs*
 - ✓ *Requirements will balance both the current realities of public works needs as well as the future trajectory of City operations and strategic goals*

3. *Review of comparable and recent facility building projects*
 - ✓ *The McKinstry team will draw from current and recent project plans developed for other, similar, public works facilities to develop program needs*
 - ✓ *Programming will show assigned areas and adjacencies, as well as efficiencies created by economizing time through understanding the optimum flow of equipment and crews*
 - ✓ *Each alternative will display the potential positive or negative outcomes of applying various best practices*

4. *Various options for replacement*
 - ✓ *Working with in-house architects and City of West Allis employees, our project team will draft conceptual programming alternatives*
 - ✓ *Each alternative will include associated timelines and phasing requirements*
 - ✓ *Alternatives will also display a cost-benefit analysis, highlighting both financial and non-financial ROI for the City*

5. *Presentation of findings*
 - ✓ *The final report, including all options generated and preferred alternative(s), will be presented to West Allis stakeholders as a PowerPoint presentation at a single meeting scheduled by McKinstry and the City*
 - ✓ *This presentation will not only include delivery of alternatives and recommendations, but will also include time for discussion of methodology and for answering stakeholder questions*
 - ✓ *This presentation will take place approximately 120 days after contracted work begins*

DELIVERABLE

The Municipal Yard Action Plan/BCA report will be in a PowerPoint format, and will include evaluation of current conditions, identified strategic principles, analysis of future needs, presentation of best practices, and a comparative analysis of facility replacement alternatives over a fixed term. Costs will be expressed in budgetary estimates and will take into account demolition, construction, and any applicable real property values. The preferred alternative recommendation will be based on the best possible integration of the Strategic Plan, resources available, financial and political risks, and City stakeholder input. Electronic and hard copies will be provided to the City of West Allis, which will contain the following:

- *Recap of existing facilities: users, areas per each, adjacencies, general circulation, available parking*
- *Potential plans new facility on existing site—block diagram with areas, relationships, ideal circulation, available parking, estimated cost, estimated operational savings*
- *Potential plan for remodel / additions to existing facility—block diagram with areas, relationships, ideal circulation, available parking, estimated cost, estimated operational savings*
- *Summary Sheet, Comparing pros, cons, estimated prices, and financial implications for each alternative*

PRICE (lump sum): \$85,900

Thank you for considering McKinstry as your partner in excellent service delivery, and we look forward to working with you. Please don't hesitate to contact me if you have any questions.

Sincerely,

Isaac Fones
Program Manager – Facility Consulting
McKinstry Essention, LLC

SCOPE OF WORK AUTHORIZED BY:

City of West Allis

McKinstry Essention, LLC

Authorized Representative

Authorized Representative

Title

Title

Signature

Signature

Date

Date

TERMS & CONDITIONS

PERFORMANCE OF WORK. McKinstry shall perform the scope of work ("Scope of Services") specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS. Customer shall pay McKinstry the compensation specified herein ("Price") for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

TERMINATION. Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.

DISPUTES. In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE. The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE. Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY. Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION. Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

INDEMNIFICATION. Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL. If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT. This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT. This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.