

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 20, 2024 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – LIBRARY RENOVATION STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROSE BARCAL LIBRARY DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a Professional Services Agreement with Beringer Ciaccio Dennell Mabrey, Inc., aka BCDM Architects (BCDM) for the Library Renovation Study in an amount not to exceed \$9,500.

FISCAL IMPACT

The FY23/FY24 Biennial Budget provides funding for the study.

RECOMMENDATION

Approval.

BACKGROUND

The Library has added several full time staff members since its opening in 1999. Employees are currently sharing office space that was meant for one person, work spaces (desks) in the circulation area are stacked against each other as well as the copy machine, storage areas and counters, and the Administrative Assistant who was hired this year does not have her own work space. The evening/weekend supervisor does not have office space in which to have a private conversation or do evaluations with her staff. There is also a need for additional study room space as these rooms are occupied on a regular basis and staff cannot meet the number of requests they have to use them.

Consequently, a project was included in the FY24 CIP for a space needs study at the Library. The original architect for the building, BCDM, was contacted for advice regarding potential building modifications to better meet the needs of staff and the public. They have met with staff several times over the last three months, gathered thoughts and ideas and have developed concepts for potential updates to the facility. This was done at no cost to the City.

We are now at a point where it is necessary to prepare probable construction costs for the proposed changes as well as a phasing plan. This will enable us to determine options for moving forward and budget requirements for any proposed project(s). The attached proposal from BCDM will provide these services for \$9,500.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BERINGER CIACCIO DENNELL MABREY, INC., AKA BCDM ARCHITECTS (BCDM) FOR THE LIBRARY RENOVATION STUDY IN AN AMOUNT NOT TO EXCEED \$9,500.

WHEREAS, the Mayor and City Council have determined said professional services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for the space needs study; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize a professional services agreement be executed with Beringer Ciaccio Dennell Mabrey, Inc., (BCDM), for professional services relative to the Library Renovation Study in an amount not to exceed \$9,500.00.

PASSED AND APPROVED THIS 20TH DAY OF AUGUST 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**AGREEMENT TO PERFORM
PROFESSIONAL SERVICES
FOR THE
CITY OF LA VISTA
LA VISTA PUBLIC LIBRARY RENOVATION STUDY
(BCDM #5524-00)**

Beringer Ciacio Dennell Mabrey, Inc., a/k/a BCDM Architects, (BCDM) enters into this agreement for professional services with City of La Vista (CLIENT) for the La Vista Public Library Renovation Study.

I. BASIC SCOPE OF SERVICES

BCDM will perform the following Basic Scope of Services:

- A. Refine Floor Plan Layout(s) to meet Programmatic Needs and meet with CLIENT as needed to review the proposed layouts to best meet CLIENT's short and long-term needs.
- B. Develop Budgetary Pricing / Opinion of Probable Construction Cost of selected scheme. Costs shall be presented as if the project will be completed in phases, as well as if all at once.
- C. Meet with CLIENT to review overall findings as necessary and make subsequent revisions/updates for final submittal to CLIENT.

Note: The fee noted below includes efforts of both BCDM (Architecture and Interior Design) and its sub-consultant Morrissey Engineering (Mechanical, Electrical, Plumbing, and Technology).

II. CLIENT RESPONSIBILITIES

- A. CLIENT will designate a representative authorized to act on the CLIENT's behalf with respect to the Project. CLIENT's designated representative will render decisions in a timely manner pertaining to documents submitted by BCDM in order to avoid unreasonable delay in the orderly and sequential process of BCDM's services.

III. FEE AND TIMING

- A. The above Basic Scope of Services will be performed for the Lump Sum Fee of Nine Thousand Five Hundred and no/100's Dollars (\$9,500.00).
- C. The above Basic Scope of Services will be performed upon BCDM's receipt of written authorization to proceed (signed copy of this agreement) from the CLIENT.

IV. ARCHITECT'S RESPONSIBILITIES – STANDARD OF CARE

- A. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

V. PAYMENT

- A. Invoices for services performed will be sent monthly. Terms of payment for all work performed under this Agreement will be net thirty (30) days from date of invoice.
- B. All fees due BCDM will be payable within thirty (30) days of receipt of such invoice showing work completed and the cost of said work. To each statement not paid within thirty (30) days, a service charge of one and one-half percent (1-1/2%) per month will be added to the unpaid balance.

VI. INDEMNITY AND LIMITATION OF LIABILITY

- A. The CLIENT agrees, at its own expense, to indemnify and hold harmless BCDM, its successors and assigns and its shareholders, officers, directors, agents and employees, against any and all losses, costs, liabilities, damages and/or expenses brought against BCDM by any third party to the extent based on or arising from the Project or on any claim of breach of this Agreement by BCDM ("Third Party Claims"), excluding Third Party Claims that are the sole fault of BCDM.
- B. Neither CLIENT nor BCDM will be liable under this agreement, for any indirect, incidental, special, punitive or consequential damages. In no event will the total aggregate liability of BCDM for any claims, losses or damages arising out of this agreement exceed the total amount of fees and other consideration actually received by BCDM under this agreement. The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success or effectiveness of any other remedies.

VII. OWNERSHIP AND USE OF THE MATERIALS

- A. CLIENT acknowledges and agrees that the drawings, sketches, designs and other documentation (the "Materials") prepared by BCDM for the provision of Services contemplated in this Agreement are instruments of BCDM's Services and are for use solely with respect to this Project and, unless otherwise provided in writing by BCDM, BCDM will be deemed the author of these Materials and will retain all rights, title and interest therein. The Materials will not be used by the CLIENT or others on other projects, for additions to this Project or for completion of this Project by others without permission from BCDM. Any unauthorized use of the Materials will be at the CLIENT's sole risk and without liability to BCDM and BCDM's consultants.

VIII. TERMINATION

- A. This Agreement may be terminated upon ten (10) days written notice by either party. In the event of termination, the CLIENT will pay BCDM due compensation as specified herein for services performed up to the termination date including reimbursable expenses.

IX. DISPUTE RESOLUTION

- A. Any claim, dispute or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- B. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

X. APPLICABLE LAW

- A. The parties will comply with and apply Nebraska law, without reference to the conflicts of laws provisions thereof, in the performance and interpretation of this agreement.

CITY OF LA VISTA – LA VISTA CITY HALL
8116 Park View Boulevard
La Vista, Nebraska 68128

BERINGER CIACCIO DENNELL MABREY INC.
1015 North 98th Street, Suite 300
Omaha, Nebraska 68114

Signature

Date

Rita Ramirez, Assistant City Administrator/Director
of Community Services



8/13/25

Signature

Date

Charlsi L. Kratina, Principal