

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 16, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT - ◆ CITY HALL SPACE NEEDS STUDY UPDATE	RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

**SYNOPSIS**

A resolution has been prepared to authorize a professional services agreement with Leo A Daly, Omaha, Nebraska to update the City's existing space needs study for City Hall in an amount not to exceed \$10,400.

**FISCAL IMPACT**

The FY18 budget provides funding for this proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 2008 the Leo A Daly firm completed a Municipal Facilities Plan for the City, which looked at the space needs of the departments housed at City Hall, as well as the Recreation and Public Works departments. While some short-term space solutions have been implemented over the last ten years, during that time multiple changes have taken place both in terms of the number and types of staff members housed at City Hall. City Administrator Gunn conducted an internal, informal survey earlier this year that looked at the needs and challenges relative to the current space at City Hall. She presented the results of that survey in a report to Council in February and recommended that space needs in the current facility be reevaluated and updated.

Due to the fact that Leo A Daly prepared the original Facilities Plan, it was determined that their familiarity with the facility and prior staffing needs would expedite an update. Once the update is completed, it will serve as a basis for any decisions on how the City might proceed to make any changes to the existing facility.

A copy of the proposed scope of services is attached for your review.

**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 THE FIRM OF LEO A DALY TO UPDATE THE MUNICIPAL FACILITIES PLAN REGARDING SPACE NEEDS FOR LA VISTA CITY HALL IN AN AMOUNT NOT TO EXCEED \$10,400.

WHEREAS, the Mayor and City Council have determined that it is desirable to update the Municipal Facilities Plan approved in 2008; and

WHEREAS, the City Council has determined that it is in the best interest of the City to use the firm that initially created the Municipal Facilities Plan to prepare the update; and

WHEREAS, the proposed FY19/20 Biennial Budget includes funding for the proposed project and related costs; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement be authorized with the firm of Leo A Daly for an update to the existing Municipal Facilities Plan regarding space needs for La Vista City Hall in an amount not to exceed \$10,400.00, and that the Mayor is hereby authorized to execute said agreement and the City Clerk is further directed to attest to the same.

PASSED AND APPROVED THIS 16TH DAY OF OCTOBER, 2018.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk



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ORANGE  
RIYADH  
SAN ANTONIO  
SAN MARCOS  
TAMPA  
WACO  
WASHINGTON DC  
WEST PALM BEACH

September 1, 2018

Rita Ramirez  
Assistant City Administrator  
Director of Community Services  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

Subject: La Vista City Hall Needs Space Program Study

This letter will serve as an Agreement between the City of La Vista (the Owner) and the Leo A Daly Company for La Vista City Hall Needs Assessment Study.

**1. Proposed Scope of Work.**

**a. Space Needs Study**

- i. **Meeting with Users** – Team will meet with representatives from the City of La Vista Administration, up to three (3) times.
- ii. **Building Investigation** – Team will investigate the current condition of the City Hall Building to establish a baseline condition of the space. Investigations will include:
  1. Review of building drawings, specifications and any available studies or remodels.
  2. Interior finishes
  3. Exterior walls, roof and window investigation
  4. Identify building code deficiencies and life safety issues.

**iii. Review City Hall Space Needs Report (February 2018)**

**2. Anticipated Electronic (PDF) Deliverables.**

- a. Revised space program for the City Hall Building.
- b. Building Investigation Summary.

**3. Our Project Team**

- a. Chris Rupert, AICP – Project Manager
- b. Stacy Feit, AIA – Project Architect
- c. Diane Honeyman – Interior Designer
- d. Michael Brady – Engineering Lead
- e. Gary Lynn, AIA – Life Safety

**4. Assumptions / Exclusions.**

- a. Study is limited to space needs for City Hall Staff, as laid out in the City Hall Space Needs Report (February 2018) only.
- b. Our team will review existing drawings, documents, plans and studies in addition to building investigations to inform the renovation study. If the creation of these data, drawing or studies is necessary, Leo A Daly can perform these tasks or coordinate outside consultants for an additional fee. The following is **excluded** from our scope of work and associated fee proposal:
  - i. Alta Boundary and Topographic Survey including all public and private utilities, building footprints, vegetation and tree masses, legal description, roadways, paths and sidewalks, natural features and easements.
  - ii. A comprehensive property survey and utilities condition assessment. We have excluded the following related tasks for our fee proposals.
    1. As-built drawings for buildings, site features and utilities.
    2. Field verification
  - iii. Subsurface survey or investigations including soils and geologic.
  - iv. Environmental and hazardous material assessments and/or testing.

**5. Proposed Schedule**

We propose to complete programming study in 30 calendar days from the first user meeting.

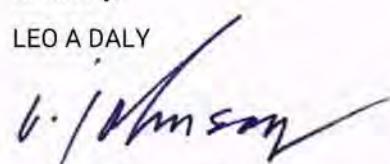
**6. Proposed Fee**

The fees for a lump sum fee of Ten Thousand Four Hundred Dollars (\$10,400) maximum, including reimbursable expenses.

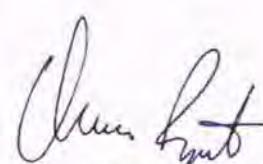
See enclosed Exhibit A for Terms and Conditions.

Sincerely,

LEO A DALY



Christopher Johnson  
Vice President, Managing Principal  
[CJJohnson@LeoADaly.com](mailto:CJJohnson@LeoADaly.com)



Christine M. Rupert, AICP  
Senior Associate, Director of Planning  
[CMRupert@LeoADaly.com](mailto:CMRupert@LeoADaly.com)

## **EXHIBIT A**

### **TERMS AND CONDITIONS**

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the agreement by and between **Leo A Daly Company** (“Consultant”) and **City of La Vista**, (“Client”) dated June 1, 2018 (the “Agreement”). The Consultant and Client (also referred to collectively as the “Parties” and individually as “Party”) agree to the following terms and conditions:

- 1.0 **Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the “Standard of Care”). Consultant makes no warranty or guarantee, expressed or implied, with respect to its services or obligations under the Agreement including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose.
- 2.0 **Limitation of Liability.** In recognition of the relative risks and benefits of the Agreement to both the Client and Consultant, to the fullest extent permitted under applicable law, Client agrees that Consultant’s total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys’ fees and costs, of any nature whatsoever, shall not exceed 10% of Consultant’s total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.
- 3.0 **Mutual Waiver of Consequential Damages.** In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever.
- 4.0 **Intellectual Property.**
  - 4.1 “Intellectual Property” as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.
  - 4.2 “Work Product” as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.

- 4.3 "Deliverable" as used in these Terms and Conditions shall mean a Work Product required to be delivered to Client under the Agreement and actually delivered to Client by Consultant.
- 4.4 Client shall own all Deliverables delivered to Client by Consultant.
- 4.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon Client's final and full payment of all fees under the Agreement, and provided there is no dispute between Client and Consultant related to the Agreement or the services provided by Consultant under the Agreement, Consultant shall grant Client an irrevocable, royalty-free, worldwide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.
- 4.6 Client shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Consultant. Client agrees to indemnify Consultant for Client's unauthorized use of Intellectual Property, Work Product, and Deliverables.

5.0 **Opinions of Probable Costs.** Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant. Client acknowledges and agrees that Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. Client further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by Consultant under the Agreement.

6.0 **Construction Means and Methods.** Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures, or for any health or safety programs in connection with any construction work arising from the Agreement or any Deliverable or Work Product.

7.0 **Conflicts.** In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the Agreement, in all instances, these Terms and Conditions shall control and prevail.

8.0 **Force Majeure and Unforeseeable Conditions.** Consultant shall not be responsible for and Client hereby releases Consultant from any claim, damage, delay or loss resulting from: (i) fires, riots, labor disputes, war, terrorism, weather, acts of god, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.

**9.0 Mutual Waiver and Release Against Individual Employees.** Consultant and Client agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.

#### **10.0 Payment**

- 10.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or the statutory maximum according to applicable state law, if less. The unpaid balance will bear interest until paid.
- 10.2 The Client acknowledges and agrees that unless expressly made within 60 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Client.