

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – ♦ 2023 PAVEMENT CONDITION ASSESSMENT	RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize a Professional Services Agreement with Lamp Rynearson, Omaha, NE to provide professional services for the 2023 Pavement Condition Assessment in an amount not to exceed \$40,000.

FISCAL IMPACT

The FY23/FY24 Biennial Budget includes funding for these services.

RECOMMENDATION

Approval.

BACKGROUND

City Council approved a similar pavement assessment in 2020 to which a pavement analyses vehicle provided by Stantec Consulting drove all streets within the City to evaluate the condition of the existing pavement and provide a Pavement Condition Index (PCI) number for pavement segments in accordance with the Army Corps of Engineers' MicroPAVER methodologies. This data was used to provide baseline data to establish the initial maintenance and rehabilitation priorities.

The 2023 update is to provide a 2nd point of data to each segment of road and to understand what the rehabilitated segments have increased to and what the other segments' PCIs that have not been recently rehabilitated have fallen to in order reevaluate rehabilitation priorities moving forward. This reevaluation will give provide additional data to see if the current efforts are maintaining the PCIs to the desired level or if additional efforts and/or maintenance solutions should be implemented to increase pavement conditions to reach target values.

A copy of the agreement is attached.

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 LAMP RYNEARSON, OMAHA, NE FOR THE 2023 PAVEMENT CONDITION ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$40,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the collection of pavement assessment data and street related asset data are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for these services; 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, in a form satisfactory to the City Administrator and City Attorney, be authorized with Lamp Rynearson, Omaha, NE for the 2023 Pavement Condition Assessment in an amount not to exceed \$40,000.00.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**ABBREVIATED AGREEMENT BETWEEN
CLIENT AND LAMP RYNEARSON, INC.**

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CLIENT: City of La Vista, Nebraska

JOB NUMBER: _____

PROJECT DESCRIPTION: 2023 La Vista Pavement Condition Assessment

DATE ISSUED: 1-10-2023

LOCATION OF PROJECT: La Vista, Nebraska

INITIATED BY: _____ ☐ CLIENT ☒

PROJECT TITLE: 2023 La Vista Pavement Condition Assessment

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: _____ STARTING DATE: EST. April – June 2023 COMPL. DATE: September 2023
(Attached additional page(s) or detailed Letter Proposal if this space is too limited.)

- System Additions to PAVER Database
 - Integrate PCI GIS Base Map
 - Populate Street Segments
 - Add work history to PAVER
 - Summary Report
 - Subconsultant Coordination
- Hourly not to exceed fee for services of \$10,000.00

Stantec Services

- Pavement and Image Data Collection
 - Distress/Roughness Data Processing and QA
 - Data Formatting/Loading for MicroPaver
- Lump Sum Fee \$27,700.00

Deliverables:

- GIS Shapefile Color Coded Map
- A Summary Report
- Street Maintenance Budgeting

This Agreement is subject to the Billing Information and General Conditions, pages 2 and 3 of 3.

BILLING INSTRUCTIONS:

- ☐ % of Construction Contracts
☐ % of Construction By Phase
☐ Special _____
☐ Lump Sum

\$ _____

- ☐ Cost + _____ % + Expense
☒ Hourly Rates Up to a Maximum + Expenses
☐ Cost plus fixed fee
☐ Other

\$ _____
\$ 37,700.00
\$ _____
\$ _____

SIGNATURES:

☐ Lamp Rynearson, Inc. Authorized Representative(s) with Title(s)

Dalton A 1/10/2023
_____ Date

☐ Client/Client Authorized Representative with Title

Date

DISTRIBUTION:

☐ CLIENT

☐ LAMP RYNEARSON

☐ OTHER _____

☐ OTHER _____

**LAMP
RYNEARSON**

9001 State Line Road, Suite 200

Kansas City, Missouri 64114

P | 816.361.0440

www.lamprynearson.com

BILLING INFORMATION

Standard Time Basis: Fees for professional and/or technical services which are to be performed in connection with any project on Lamp Ryneerson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 100% of "Subcontract Expenses." Hourly rates are subject to annual change.

"Reimbursable Expenses" are defined as actual non-labor expenditures incurred on the project including transportation, subsistence and other travel expenses, printing of specifications, reproductions, blue prints, mailing, computer charges and similar items, as approximately defined in Agreement between Owner and Engineer for Professional Services, Engineers Joint Contract Documents Committee No. E-500, hereafter "EJCDC No. E-500."

"Subcontract Expenses" are defined as expenditures for specialized outside services, such as sub-consultants, special studies, professional estimators, aerial surveys, renderings, models, ownership searches, etc.

Estimates of Fees, Based on Hourly Rate: If an estimate of Lamp Ryneerson's fee is stated in this Proposal, the estimate shall not be considered a firm figure and actual fees and expenses may vary.

Fees Billed as a Lump Sum: Lump Sum billings for professional services will be based upon Lamp Ryneerson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Ryneerson: Basic services shall be performed in accordance with the terms and conditions outlined in the latest edition of EJCDC No. E-500 and as set forth in the Abbreviated Agreement, which documents are incorporated herein by this reference.

Responsibility of Client: The Client's responsibilities shall be in accordance with terms and conditions outlined in the latest edition of EJCDC No. E-500.

Insurance: During the term of this Agreement, Lamp Ryneerson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Ryneerson. In addition, Lamp Ryneerson agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of two years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

Termination: Either the Client or Lamp Ryneerson may terminate this Agreement at any time, with or without cause, upon giving the other party seven (7) calendar days prior written notice. The Client shall, within fourteen (14) calendar days of receipt of Lamp Ryneerson's final invoice, pay Lamp Ryneerson for all uncontested services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Ryneerson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of an uncontested invoice. If any invoice is not paid within thirty (30) days after receipt, late payment charges of 1.0% per month, or the maximum allowed by Statute in the State where the project is located, whichever is lower, will be added. Client agrees that funds are available to compensate Lamp Ryneerson and are in no way contingent upon the Client obtaining funding. Lamp Ryneerson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until it has been paid in full all accounts due for services and expenses.

Ownership of Instruments of Service: All documents, including reports, drawings, specifications, and electronic media (disks) furnished by Lamp Ryneerson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Ryneerson who retains all rights therein, including the copyrights. The Client may reuse all such reports, drawings, specifications, and electronic media (discs) furnished by Lamp Ryneerson pursuant to this Agreement, however any reuse by the Client or others for any purpose is at the sole responsibility of the Client.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Ryneerson has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of any probable construction costs provided will be made based on Lamp Ryneerson's qualifications and experience. Lamp Ryneerson makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Hazardous Materials: It is acknowledged by both parties that Lamp Ryneerson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Ryneerson or any other party encounters asbestos or hazardous or toxic materials at the jobsite or any adjacent areas that may affect the performance of Lamp Ryneerson's services, Lamp Ryneerson may, at its

option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Miscellaneous: If the Client issues a Purchase Order of which this Abbreviated Agreement becomes a part, the terms of this Agreement will take precedence in the event of a conflict of terms.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Ryneerson to Client upon request. In the event of any conflict between the terms of that document and this Agreement, this Agreement shall control.

Governing Law: In the event that any part of this document is held invalid by any court, the remainder of the Agreement shall remain in full force and effect. This document shall be governed by the laws of the State of Nebraska.

Amendments: This Agreement and documents incorporated herewith constitute the entire agreement of the parties and supersedes all prior negotiations and representations. The Agreement can only be amended in writing, signed by both parties. There are no third-party beneficiaries, intended or otherwise, hereto.

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE La Vista 2023 Pavement Condition Assessment
 LOCATION La Vista, NE
 DATE 1/9/2023

PROJECT #
 BY Greg Van Patten

Classification:	Department Manager	Project Manager	Project Engineer	GIS Specialist I	Subtotal of Hrs per Item	Subtotal of Fee per Item
Associate:	Miller	Van Patten	Schleicher	Marean		
Hourly Rate (Est. 2022):	\$252.00	\$141.00	\$138.00	\$103.00		

Design Services - La Vista						
In House Meetings (Kickoff, Progress)	3	3	3		9	\$1,593.00
PAVER Database Design/Build						
System Additions - PAVER Database	1	2	2		5	\$810.00
Integrate PCI GIS Base Map		4	6	3	13	\$1,701.00
Populate Street Segments						
Current PCI Data (2023)	1	8			9	\$1,380.00
Implementation Support	2				2	\$504.00
Add Work History		6			6	\$846.00
Summary Report (PCI Mapping, average, distribution)	2	6			8	\$1,350.00
Subconsultant Coordination	2	2			4	\$786.00
Quality Assurance/ Quality Control	1		2		3	\$528.00
Subtotal of Hours per Associate	12	31	13	3	59	
Subtotal of Fee per Associate	\$3,024.00	\$4,371.00	\$1,794.00	\$309.00		\$9,498.00
				Reimbursables	5%	\$474.90
					Subtotal	\$9,972.90
Subconsultant (Stantec) Prices						
			Quantity	Units	Unit Rate	Total
(50% of 226 lm in La Vista)						
Project Initiation and Management			1	LS	\$ 2,800.00	\$2,800.00
Field Survey Preparation (LRA to provide predefined segmented GIS)			1	LS	\$ 1,800.00	\$1,800.00
RT 3000 Mobilization and Calibration			1	LS	\$ 2,500.00	\$2,500.00
Pavement and Image Data Collection			113	Test Miles	\$ 125.00	\$14,125.00
Distress/Roughness Data Processing and QA			113	Test Miles	\$ 40.80	\$4,610.40
Data formatting/Loading for MicroPAVER			1	LS	\$ 1,850.00	\$1,850.00
				La Vista Base Field Survey		\$27,685.40
				PROJECT TOTAL		\$37,658.30