

**CITY OF LA VISTA
MAYOR & CITY COUNCIL
DECEMBER 17, 2019 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT — PAVEMENT ASSESSMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve a professional services agreement with Lamp Rynearson services related to the collection of pavement assessment data and street-related asset data in an amount not to exceed \$69,065.95.

FISCAL IMPACT

The FY19/20 Biennial Budget includes funding for this project.

RECOMMENDATION

Approval

BACKGROUND

As we continue to address the City's aging infrastructure, funding has been earmarked over the next several years of the Capital Improvement Program (CIP) to facilitate a significant amount of street rehabilitation work throughout the City. In order to prioritize the use of those funds in the most effective and efficient manner, a comprehensive analysis of the current condition of the City's road infrastructure is needed.

Although there are various methods for doing pavement analysis, most use a visual inspection process.. Lamp Rynearson partners with Stantec (*from the KC metro area*), a company that will drive all of the City streets using a sophisticated data collection van. This van utilizes high definition cameras, laser road imaging systems, and profile sensors to capture large amounts of data regarding the current condition of the road surface. This data is then analyzed by Lamp Rynearson and all City streets are rated on a pavement condition index (PCI) of 0-100. This rating system can then be used to provide objective recommendations to the City Council on how funds dedicated for street improvements can best be utilized. Also during this process, the van will capture an inventory of street related assets such as street signs, pavement markings, traffic signals, storm water inlets and manholes which, in addition to being valuable information, can also be incorporated into the GIS system.

There are a limited number of firms that provide this type of comprehensive data collection system. Because the City of Papillion has also partnered with Lamp Rynearson/Stantec to do this work in the spring, our contract price reflects a savings in mobilization charges as a result.

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 FOR THE COLLECTION OF PAVEMENT ASSESSMENT DATA AND STREET RELATED ASSET DATA IN AN AMOUNT NOT TO EXCEED \$69,065.95.

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 FY 19/20 Biennial Budget includes funding for these services; and

WHEREAS, the agreement has a not-to-exceed cost of \$69,065.95 for the scope of services;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, authorize the execution of a professional services agreement with Lamp Rynearson for the collection of pavement assessment data and street related asset data in an amount not to exceed \$69,065.95, an initial draft of which is presented at this meeting, subject to any additions, subtractions, or modifications the City Administrator or the City Administrator's designee determines necessary or advisable.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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

Page 1 of 3

CLIENT: City of La Vista, Nebraska

JOB NUMBER: _____

PROJECT DESCRIPTION: La Vista Data Collection to PAVER Database

DATE ISSUED: 11-1-19

LOCATION OF PROJECT: La Vista, Nebraska

INITIATED BY: _____ ☐ CLIENT ☒

PROJECT TITLE: La Vista Asset Management

DETAILED DESCRIPTION OF WORK TO BE PERFORMED: _____ STARTING DATE: EST. 11-1-19 COMPL. DATE: 4-30-20
(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
 - Populate Right-of-way Assets
 - Summary Report
 - Subconsultant Coordination
- Hourly not to exceed fee for services of \$12,136.95

Stantec Services

- Pavement and Image Data Collection
- Distress/Roughness Data Processing and QA
- Data Formatting/Loading for MicroPaver
- Asset Collection

Lump Sum Fee \$56,929.00

The above fee is assuming Stantec must mobilize twice for data collection in Papillion and La Vista. If they can mobilize just once then a discount of \$1,000 will be credited to each City.

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 \$ 69,065.95
- ☐ Cost plus fixed fee \$ _____
- ☐ Other \$ _____

SIGNATURES:

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

Dalton A 11/1/2019
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 Rynearson Standard Time Basis will be calculated as follows:

Charges shall be equal to total of (a) "Hourly Rates," (b) "Reimbursable Expenses," and (c) 110% 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 Rynearson'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 Rynearson's estimate of the proportion of the total services actually completed at the time of billing.

GENERAL CONDITIONS

Responsibility of Lamp Rynearson: 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 Rynearson agrees to provide a certificate of insurance if requested showing the types and amounts of insurance carried by Lamp Rynearson. In addition, Lamp Rynearson 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.

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client and Lamp Rynearson, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Lamp Rynearson and its officers, employees, agents, and subconsultants to the Client on the project for any claims, losses, costs, damages or expenses of any nature whatsoever, from any cause or causes, so that the total aggregate liability of all those named shall not exceed \$50,000, or Lamp Rynearson's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional acts, errors or omissions, strict liability, breach of contract or warranty, not including gross negligence or intentional misconduct. It is agreed that one percent (1%) of Lamp Rynearson's fee represents specific consideration for this limitation.

Termination: Either the Client or Lamp Rynearson 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 Rynearson's final invoice, pay Lamp Rynearson for all services rendered and all costs incurred up to the date of termination.

Terms of Payment: Unless otherwise provided for in this Agreement, Lamp Rynearson will submit monthly invoices for services which have been completed, each of which is due and payable upon receipt of 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 Rynearson and are in no way contingent upon the Client obtaining funding. Lamp Rynearson 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 Rynearson pursuant to this Agreement, are instruments of this service in respect of the project and shall be the property of Lamp Rynearson who retains all rights therein, including the copyrights. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or for any other project. Any reuse without specific written authorization by Lamp Rynearson is prohibited and Client shall indemnify and hold harmless Lamp Rynearson from all claims, damages, liabilities, and expenses, including attorney's fees, arising out of or resulting therefrom. Any verification or adaptation for reuse will entitle Lamp Rynearson to further compensation at rates to be agreed upon by Client and Lamp Rynearson.

Opinions of Probable Construction Costs: In providing opinions of probable construction cost, the Client understands that Lamp Rynearson 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 Rynearson's qualifications and experience. Lamp Rynearson makes

no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, which may vary.

Bidding, Construction, and Operational Phases: It is understood and agreed that Lamp Rynearson's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other services during the bidding or negotiation phase, construction phase, and operational phase, and that such services will be provided by the Client. The provisions of EJCDC No. E-500 regarding such phases shall not be part of Basic Services unless such services are stated in and agreed to in the Abbreviated Agreement. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against Lamp Rynearson that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Lamp Rynearson harmless from any claim, damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, including those relating to Lamp Rynearson's own alleged negligence.

If the Client requests in writing that Lamp Rynearson provide any specific construction phase services and if Lamp Rynearson agrees in writing to provide such services, then Lamp Rynearson shall be compensated as Additional Services, per Lamp Rynearson's and its subconsultants' standard hourly rates.

Jobsite Safety: Neither the professional activities of Lamp Rynearson, nor the presence of Lamp Rynearson or its employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Lamp Rynearson and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the Contractor. The Client also agrees that the Client, Lamp Rynearson and Lamp Rynearson's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Lamp Rynearson agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation unless the parties mutually agree otherwise. The parties agree to split the mediator's fee equally and that all such mediations shall be held in Kansas City, Missouri.

Hazardous Materials: It is acknowledged by both parties that Lamp Rynearson's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Lamp Rynearson 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 Rynearson's services, Lamp Rynearson 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. Lamp Rynearson makes no warranty, express or implied, to Client with regard to its services or the results to be obtained from the same.

The EJCDC No. E-500 Agreement shall be furnished by Lamp Rynearson 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 Missouri.

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, except as Client's limitation of liability and indemnity obligations are expressly to benefit others as stated herein.

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE La Vista 2020 Asset Management
 LOCATION La Vista, NE
 DATE 11/1/2019

PROJECT #
 BY Greg Van Patten

Classification:	Department	Project	Senior Project	GIS Specialist		
	Manager	Engineer IV	Engineer I	III		
Associate:	Miller	Schleicher	Van Patten	DeBoer	Subtotal of	Subtotal of
Hourly Rate (Est. 2020):	\$229.00	\$119.00	\$119.00	\$126.00	Hrs per Item	Fee per Item

Design Services - La Vista						
In House Meetings (Kickoff, Progress)	3	3	3		9	\$1,401.00
PAVER Database Design/Build						
System Additions - PAVER Database	1	2	8		11	\$1,419.00
Integrate PCI GIS Base Map		12	4	2	18	\$2,156.00
Populate Street Segments						
Current PCI Data (2020)	1		8		9	\$1,181.00
Populate additional Right-of way Assets	1	12			13	\$1,657.00
Implementation Support	2				2	\$458.00
Summary Report (PCI Mapping, average, distributi	2	2	12		16	\$2,124.00
Subconsultant Coordination	2		2			\$696.00
Quality Assurance/ Quality Control	1	2			3	\$467.00
Subtotal of Hours per Associate	13	33	37	2	81	
Subtotal of Fee per Associate	\$2,977.00	\$3,927.00	\$4,403.00	\$252.00		
						\$11,559.00
				Reimbusables	5%	\$577.95
					Subtotal	\$12,136.95
Subconsultant (Stantec) Prices						
	Quantity		Units	Unit Rate	Total	
(50% of 226 Im in La Vista)						
Project Intiation and Management		1	LS	\$ 2,000.00		\$2,000.00
Field Survey Preparation (LRA to provide predefined segmented GIS)		1	LS	\$ 1,500.00		\$1,500.00
RT 3000 Mobilization and Calibration		1	LS	\$ 3,000.00		\$3,000.00
Pavement and Image Data Collection		113	Test Miles	\$ 110.00		\$12,430.00
Distress/Roughness Data Processing and QA		113	Test Miles	\$ 35.00		\$3,955.00
Data formatting/Loading for MicroPAVER		1	LS	\$ 1,500.00		\$1,500.00
				La Vista Base Field Survey		\$24,385.00
La Vista Assets						
Street Sign/Supports		113	Test Miles	\$ 80.00		\$9,040.00
Pavement Markings and Striping		113	Test Miles	\$ 70.00		\$7,910.00
Sidewalks & Ramps		113	Test Miles	\$ 65.00		\$7,345.00
Storm Water Inlets		113	Test Miles	\$ 30.00		\$3,390.00
Signals /Flashers		113	Test Miles	\$ 13.00		\$1,469.00
Manholes		113	Test Miles	\$ 30.00		\$3,390.00
				La Vista Asset Collection		\$32,544.00
				PROJECT TOTAL		\$69,065.95