

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 6, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – SURFACE PARKING LOT – LOT 12 LA VISTA CITY CENTRE REPLAT THREE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve a Professional Services Agreement with DLR Group, Inc. (DLR) to provide certain construction administration services in relation to the surface parking lot construction project on Lot 12 La Vista City Centre Replat Three in an amount not to exceed \$50,590.

**FISCAL IMPACT**

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

**RECOMMENDATION**

Approval.

**BACKGROUND**

The surface parking lot construction project on Lot 12 La Vista City Centre Replat Three requires certain Owner-provided construction administration tasks for the project. This includes the review of contractor submittals, contractor requests for information or interpretation (RFI), and onsite observation and inspection. DLR conducted the development of the construction documents, the project and also offers construction administration services. This agreement with DLR will allow for the engineering consultant who developed the construction documents to provide the project oversight needed.

A copy of the agreement is attached.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP, INC., OMAHA, NEBRASKA FOR CERTAIN CONSTRUCTION ADMINISTRATION SERVICES IN RELATION TO THE CONSTRUCTION OF A SURFACE PARKING LOT ON LOT 12 LA VISTA CITY CENTRE REPLAT THREE IN AN AMOUNT NOT TO EXCEED \$50,590.

WHEREAS, the Mayor and City of La Vista has determined that the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three is necessary; and

WHEREAS, on April 16, 2024 City Council approved an amendment to an agreement with DLR Group, Inc. to provide design services in relation to the design of the surface parking lot; and

WHEREAS, the FY23/FY24 Biennial Budget contains funding for this project; 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 expenditure over \$5,000.00.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve the professional services agreement with DLR Group, Inc., Omaha, Nebraska to provide certain construction administration services in relation to the construction of a surface parking lot on Lot 12 La Vista City Centre Replat Three in an amount not to exceed \$50,590 subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 6TH DAY OF AUGUST 2024.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk



**DLR Group inc.**  
a Nebraska corporation  
6457 Frances Street, Suite 200  
Omaha, NE 68106

August 5, 2024

Mr. Christopher Solberg  
Deputy Director - Community Development  
City of La Vista  
9900 Portal Road  
La Vista, Nebraska 68128

Re: La Vista City Centre - Lot 12 Surface Parking Lot – CA Services Proposal

Dear Mr. Solberg:

We are excited to begin the next phase of this project including the construction of the temporary parking lot on Lot 12, located west of The Astro within La Vista City Centre. Our last amendment to the original agreement covered the design phases of the project through bidding/negotiations for Lot 12 Surface Parking Lot. Construction Phase services were not originally included because we did not know the schedule or extent of services needed. We now understand the schedule and scope of services needed. Please consider this letter as our Proposal for Construction Phase Services for the Lot 12 Surface Parking Lot project.

## **1 | Summary of Services**

DLR Group, including a sub-consultant (TD2) for surveying, soils testing and inspections, and materials testing, will provide Construction Phase services as defined in Section 3.6 of our Agreement, AIA B103-2017 dated November 16, 2016, for Parking Garage 2. In summary, we will provide Construction Phase services that include the following:

1. Coordinate with Owner's Counsel as they prepare the Construction Contract with the successful bidder.
2. Maintain an As-Designed Record Set (the Contractor is responsible for the As-Built Record Set).
3. Include up to two reviews of each submittal and shop drawing.
4. Respond to Contractor's RFIs (Request for Information).
5. Review and provide certification of the Contractor's Payment Applications.
6. Review Warranty documentation and Operations and Maintenance Manuals (if applicable) prepared by the Contractor.
7. Review Contractor's punchlist and walk-through of the project at Substantial Completion.
8. Site Visits and attendance at up to five (5) OAC meetings:
  - a. DLR Group will attend an OAC meeting up to every other week for the duration of the project and perform a site visit and project progress report at that time. During the site visit, DLR Group will review that the work completed is consistent with the Contractor's request on the payment application prior to certification.

ELEVATE *the*  
HUMAN EXPERIENCE  
THROUGH DESIGN

9. Construction Surveying and Staking will be provided by TD2, as a reimbursable consultant, and will include establishment of base lines for locating the principal components of the work, along with a suitable number of reference stakes needed to determine locations and elevations of inlets, utility lines, pavement, sidewalks, and curb ramps.
  - a. Includes labor, materials, and equipment to complete surveying and staking.
  - b. Stake Light Poles and storm sewer inlet location for construction.
  - c. Stake Paving with a stake every 50 feet along the tangents, and every 25 feet in the curves.
  - d. Offsets to be determined in the field by the site superintendent
10. Special Inspections and Materials Testing will be provided by TD2 as a reimbursable consultant and will include the following:
  - a. Fill and Backfill Placement Inspection and Testing Services:
    - i. Obtain samples of structural fill for laboratory testing.
    - ii. Perform Standard Proctors and Atterberg tests to classify and determine physical properties of the proposed fill materials.
    - iii. Observe the exposed subgrade within the construction limits and document where (if any) unsuitable soils have been removed and identify unstable areas that require additional excavation prior to fill placement.
    - iv. Observe and perform compaction testing of structural fill placement.
    - v. Pavement Subgrade testing: up to four (4) site visits anticipated.
    - vi. Utility Backfill and testing: up to four (4) site visits during backfill or utilities.
  - b. Concrete Pavement Inspection and Materials Testing Services:
    - i. Observe of concrete placement
    - ii. Perform field tests, including slump, air entrainment and temperature on concrete samples at time of delivery to the site.
    - iii. Cast cylinders and test for compressive strength.
    - iv. 1 set of 4 (4" x 8") compressive strength cylinders anticipated.
11. SWPPP Inspections will be provided by the Sub-consultant and will include required SWPPP inspections per the NDEE and PCWP inspection requirements for the anticipated schedule noted within this letter.

## 2 | Project Team

Primary Construction Administration:	DLR Group 6457 Frances St., Suite 200 Omaha, NE 68106 Contact: Lana Bayless, <a href="mailto:lbayless@dlrgroup.com">lbayless@dlrgroup.com</a> Phone: (402) 972-4040
Construction Staking & Surveying: (DLR Group Sub-consultant)	TD2 10836 Old Mill Road Omaha, NE 68154 Contact: Brian Morgan, <a href="mailto:bmorgan@td2co.com">bmorgan@td2co.com</a> Phone: (402) 330-8860
Special Inspections, Materials Testing, and SWPPP Inspections: (DLR Group Sub-consultant)	TD2 10836 Old Mill Road Omaha, NE 68154 Contact: Brad Huyck, <a href="mailto:bhuyck@t2dco.com">bhuyck@t2dco.com</a> Phone: (402) 330-8860

### 3 | Schedule

We anticipate that our Construction Phase services will be for 3 months, beginning August 12, 2024, and concluding November 1, 2024.

Bid Day:	July 26, 2024.
City Council Approval of Bids:	August 6, 2024
Anticipated Notice to Proceed:	August 12, 2024
Substantial Completion:	October 18, 2024
Close-Out Documentation:	November 1, 2024

### 4 | Professional Services Fees and Expenses

For the Construction Phase services defined here in, DLR Group proposes a lump sum fixed fee of **Twenty-Seven Thousand and Ninety Dollars (\$27,090.00)**.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

### 5 | Reimbursable Expenses:

In addition to the Lump Sum Construction Services Fee noted above, DLR Group proposes a not to exceed reimbursables amount of **Twenty Three Thousand Five Hundred Dollars (\$23,500)** to cover DLR Group reimbursable expenses, and sub-consultant expenses to TD2, who will provide Construction Staking and Surveying, Special Inspections and Materials Testing, and SWPPP Inspection services:

DLR Group reimbursable expenses will be invoiced based upon the expenses incurred plus 10%, at the Rates defined in Exhibit A, Prevailing Reimbursable Expenses.

Reimbursable costs for sub-consultant services are based on anticipated visits as defined in this letter and within TD2's Construction Services Unit Prices as shown on Exhibit C. Additional testing or site visits will be considered additional services performed at the Unit Prices noted on Exhibit C.

DLR Group will invoice the Owner for TD2's Construction Staking and Surveying, Special Inspections and Materials Testing, and SWPPP Testing as a Reimbursable Consultant at cost plus 10% for managing and coordination.

### 6 | Additional and Supplemental Services

In addition to those listed in the AIA B103 Agreement, any services not specifically provided for in the above scope, or that are beyond the assumptions listed below, will be considered additional services and can be performed at our current hourly rates or mutually agreed upon lump sum. Additional services will only be performed after receipt of written notice to proceed by Owner. Additional services that can be provided, but are not limited to, the following:

1. Conformed Drawings for Construction
2. Review of Submittals beyond the limitations of the Scope of Services
3. Review and response to Contractor requests for information beyond the limitations of the Scope of Services.

### 7 | Assumptions, Clarifications and Exclusions

1. Permitting fees are the responsibility of the Contractor.
2. All testing and code-required inspection services are the responsibility of the Owner or others, including any associated fees or costs.

3. DLR Group and their consultants will not supervise, direct, or control Contractor's work; will not have authority to stop the Work; are not responsible for the means, method, techniques, equipment choice, equipment use, schedules, or procedures of construction selected by the Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws.
4. DLR Group and their consultants do not guarantee the Contractor's performance and has no responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.
5. Additional staking beyond the initial reference points and benchmarks and/or any re-surveying required or requested by the Contractor is excluded.

## 8 | Acceptance

With your approval of this proposal, we will prepare an AIA G802-2017 "Amendment to the Professional Services Agreement", to amend our current AIA B103-2007 "Standard Form of Agreement Between Owner and Architect" dated November 16<sup>th</sup>, 2016. DLR Group will create a new project number for the services described herein.

The Owner's signature indicates a Notice to Proceed with the services defined in this Agreement and provides Approval to DLR Group to invoice for services while the AIA G802 is being prepared.

Please let us know if you have any questions and thank you for the opportunity to continue to work with you on this project.

With Gratitude,  
DLR Group



Lana J. Bayless, PE  
National Civil Engineering Discipline Leader | Principal  
e: lbayless@dlrgroup.com  
o: 402-393-4100

*City of La Vista (Owner)*

*DLR Group inc., a Nebraska corporation*

Signature: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

cc: Matthew Gulsvig, AIA

Encl: Exhibit A – Prevailing Reimbursable Expenses  
Exhibit B – DLR Group Hourly Rates  
Exhibit C – TD2 Hourly Rates

## PREVAILING REIMBURSABLE EXPENSES

Effective April 1, 2020

### Exhibit A

<u>Description</u>	<u>Rates *</u>
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond .....	\$ .20
8-1/2" x 11" Color .....	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) B&W .....	\$ .20
Scanning 8-1/2 x 11 (.65 SF) Color .....	\$ .45
11" x 17" B&W Bond .....	\$ .50
11" x 17" Color .....	\$ 2.00
Scanning 11 x 17 (1.30 SF) B&W .....	\$ .40
Scanning 11 x 17 (1.30 SF) Color .....	\$ .90
Bond 15x21 to 36x48 .....	\$ .65
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF) .....	\$ .65/SF
Large Format Vellum .....	\$ 1.05/SF
Large Format Mylar .....	\$ 2.15/SF
HP Plotter B&W Bond Plots .....	\$ .65/SF
HP Plotter B&W Vellum Plots .....	\$ 2.00/SF
HP Plotter B&W Mylar Plots .....	\$ 2.50/SF
HP Plotter Color Line Plots .....	\$ .65/SF
HP Plotter Color 24-lb. Bond Paper Plots .....	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots .....	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots .....	\$10.00/SF
HP Plotter Color Low Density Bond Print .....	\$ .80/SF
HP Plotter Color High Density Bond Print .....	\$ 1.60/SF

\* Rates include all binding, stapling, collating, maintenance, etc.  
Shipping and handling not included.

Mileage (rate per mile) .....	Prevailing Government Rate
Air Fare .....	As billed to DLR Group
Auto Rental .....	As billed to DLR Group
Other Transportation .....	As billed to DLR Group
Parking and Tolls .....	As billed to DLR Group
Meals .....	As billed to DLR Group
Lodging .....	As billed to DLR Group
Postage .....	As billed to DLR Group
Delivery Charges .....	As billed to DLR Group
Telephone (Long Distance) .....	As billed to DLR Group
Materials and Supplies .....	As billed to DLR Group
Models and Renderings (Presentation) .....	As billed to DLR Group
Photographic/Film .....	As billed to DLR Group
Photographic/Typeset .....	As billed to DLR Group
Codes/Ordinances .....	As billed to DLR Group
Legal .....	As billed to DLR Group
Consultants .....	Cost plus 10%

Project Reimbursable Expenses will be invoiced at cost plus 10%, except  
Consultants, which will be billed as noted. Reimbursable Expenses are subject to  
periodic adjustment.

#### **DLR Group inc.**

Initialed by:

Owner \_\_\_\_\_ dated: \_\_\_\_\_

Architect \_\_\_\_\_ dated: \_\_\_\_\_

# DLR Group

## Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.



**CONSTRUCTION TESTING SERVICES, UNIT PRICES**  
**LOT 12 CITY CENTER – PARKING LOT**  
**CITY CENTRE DRIVE AT SOUTH 84<sup>TH</sup> STREET**  
**LA VISTA, NEBRASKA**

DESCRIPTION	UNIT PRICE	UNIT ITEM	BILLING UNITS
			CMT Civil Site
			Estimate
<b>Engineering and Special Inspection</b>			
Principal Engineer	\$215.00	/hr	
Senior Professional Engineer	\$180.00	/hr	2.0
Staff Project Engineer	\$140.00	/hr	
Senior Construction Observer	\$110.00	/hr	5.0
Construction Observer	\$90.00	/hr	24.0
Special Inspector - Reinforced Concrete/Pre Cast Concrete	\$95.00	/hr	
Special Inspector - Structural Masonry	\$95.00	/hr	
Special Inspector - Structural Steel	\$100.00	/hr	
Special Inspector - Light Gauge/Wood Assemblies	\$100.00	/hr	
Clerical	\$75.00	/hr	2.0
<b>Soil Testing - Laboratory</b>			
Moisture Density Relationship (Standard Proctor), ASTM D1557	\$225.00	/each	1
Specific Gravity of Soils, ASTM D854	\$50.00	/each	1
Grain Size Analysis (hydrometer), ASTM D422	\$150.00	/each	
Sieve Analysis (gradation), ASTM C136	\$100.00	/each	
Atterberg Limits (multi-point method), ASTM D4318	\$100.00	/each	1
Laboratory Moisture content, ASTM D2216	\$25.00	/each	
Laboratory Density and Moisture content, ASTM 2937, D2216	\$30.00	/each	
<b>Soil Testing - Field</b>			
Grading Fill Compaction (with drill rig sampling)	\$235.00	/hr	
Nuclear Method, Field Soil Density Test, ASTM D6938	\$20.00	/each plus Observer Hourly Rate	20
<b>Portland Cement Concrete Testing – Field &amp; Laboratory</b>			
Cast Set of 4 Cylinders; furnish molds, slump test per ASTM C143, air content per ASTM C231 or ASTM C173, temperature per ASTM C1064, and cast per ASTM C31	\$25.00	/set plus Observer Hourly Rate	5
Cast Additional Specimens for Filed or Lab Cure Use	\$4.00	/cylinder	
Field Unit Weight of Concrete, ASTM C138	\$22.00	/each	
Compressive Strength of Cylinders, ASTM C39	\$18.00	/cylinder	20
Hold and Cure Compressive Strength Specimen (if not tested)	\$15.00	/specimen	

Core Sampling (w/ core rig)	\$95.00	/core	
Compressive Strength of Cores, ASTM C39 (includes trimming)	\$55.00	/core	4
Laboratory Measured Core Length, ASTM C174	\$15.00	/core	4
Laboratory Measured Cylinder Density, ASTM C567	\$25.00	/cylinder	
<b>Erosion Control (SWPPP) Inspection</b>			
Site inspection visit (includes mileage, reporting, and maintenance notification)	\$215.00	/ site visit	20
Site Signage (materials and installation)	\$200.00	/ea	1
Closure Application and Submission	\$150.00	/ea	1
<b>Trip Charge</b>			
Trip Charge (observer/inspector)	\$65.00	/trip	8
	Estimate Total		\$9,930.00