

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 6, 2018 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT - STREETScape PLAN FOR 84 <sup>TH</sup> STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Design Workshop to provide streetscape design services for the 84<sup>th</sup> Street corridor.

**FISCAL IMPACT**

The FY18/19 biennial budget provides finding for multiple potential public infrastructure improvements and associated services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 2010, the City completed *A Vision Plan for 84<sup>th</sup> Street* (Vision 84), which included an extensive public process and the adoption of a master plan identifying the vision for 84<sup>th</sup> Street as the creation of a downtown for the community.

The Vision 84 plan called for “Unique streetscape enhancements along 84th Street” as one of the goals. Such improvements also were contemplated as part of the Redevelopment Plan for the 84th Street Redevelopment Area, as amended.

On July 5, 2017, the City Council approved the selection of Design Workshop as the firm to provide streetscape design services for the 84<sup>th</sup> Street corridor and authorized staff to negotiate a detailed scope of work and terms of an agreement. The project was ultimately divided into two phases, with phase one consisting of the process to determine and select a preferred streetscape plan. With the adoption of the *84<sup>th</sup> Street Streetscape Schematic Design*, phase one activities were completed.

Phase two Scope of Services consists of final design for the entire corridor and preparation of construction plans for phase one of the implementation work (Scope of Services attached). Several optional service tasks were proposed and staff is recommending the inclusion of Task Eight, bidding and negotiation services. The proposed cost for phase two services including Task Eight is \$417,115.00.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH DESIGN WORKSHOP, DENVER, COLORADO, TO PROVIDE PHASE 2 STREETScape DESIGN SERVICES FOR THE 84<sup>TH</sup> STREET CORRIDOR.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional streetscape design services for the 84<sup>th</sup> Street corridor are necessary; and

WHEREAS, the Vision 84 plan called for "Unique streetscape enhancements along 84th Street" as one of the goals of the master plan. Such improvements also were contemplated as part of the Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1; and

WHEREAS, the original RFP process was completed and on July 5, 2017, the City Council selected Design Workshop as the firm to provide said streetscape design services; and

WHEREAS, in conjunction with Design Workshop staff determined a detailed scope of work and terms of an agreement that identify two phases for this project; and

WHEREAS, Design Workshop has completed the scope of work for phase one streetscape design services; and

WHEREAS, the FY18/19 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; 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 do hereby approve an agreement with Design Workshop, Denver, Colorado, to provide phase two streetscape design services for the 84th Street Corridor at a cost of \$417,115.00.

PASSED AND APPROVED THIS 6TH DAY OF NOVEMBER 2018.

CITY OF LA VISTA

ATTEST:

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

\_\_\_\_\_  
Pamela A. Buehe, CMC  
City Clerk

## **SCOPE OF SERVICES**

The following narrative describes a comprehensive list of services required for the completion of the first phase of construction documentation for the 84<sup>th</sup> Streetscape project. Areas within this scope include the 84<sup>th</sup> Street from Harrison to Giles, Brentwood Drive from 84<sup>th</sup> Street to 87<sup>th</sup> Street and Park View Boulevard from 84<sup>th</sup> Street to the entrance to La Vista City Hall at Gertude. Improvements for 84<sup>th</sup> Street include areas from the back of curb to the right-of-way, at intersection corners, and within the central median. Improvements for Brentwood include areas from the back of curb to the right-of-way. Improvements for Park View include the entire right-of-way. **The roadway bridge and overhead structure at Thompson Creek are not included in this scope of services.**

Design Workshop (DW) will be responsible for all landscape architecture design improvements for the project within the areas noted above. DW will manage the coordination and delivery of materials prepared by our subconsultants. The DW subconsultant team includes Schemmer Associates (SA) for civil roadway improvements, drainage review, electrical street lights, subsurface utility, private utility,; and Hines (HI) for irrigation design. Requirements regarding sheet format, specifications, and general notes will follow the City of La Vista standards.

The scope of services herein assumes a complete relinquishment of the project area from the Nebraska Department of Transportation (NDOT).

It is the DW team's understanding that a complete land survey, including all underground and overhead utilities will be provided by the City prior to the first phase of construction documentation.

Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may actually proceed concurrently. The scope of work to be lead by Design Workshop in connection with this agreement is as follows:

### **TASK FIVE | MEETINGS AND PROJECT MANAGEMENT**

The objective of this task is to ensure a smooth process for the phase II services though regular communication, organization and project management.

### **5.1 Kick-off Meeting (DW, SA)**

The purpose of this in-person meeting is to identify critical deadlines and review processes over the course of the project. A communication plan will also be completed which will identify anticipated meeting frequency and will identify a single point of contact from the consultant team and client team. Outstanding items from the schematic design including phasing will be addressed at this meeting.

### **5.2 Project Management (DW)**

Each and every task of the project will involve project management. DW strives to ensure that quality assurance and quality control through clear communication and dialogue. Direct communication with the client through memorandums, phone calls, and emails will be provided to the City of La Vista through the duration of the project.

### **5.3 Project Management Team (PMT) Meetings (DW)**

DW will hold up to ten (10) bi-weekly GoTo meetings with City of La Vista staff to review content, progress, and coordination of deliverables as outlined herein.

### **5.4 Technical Work Sessions (DW, SA)**

Leading up to two (2) major milestones in the project, the Consultant Team will participate in technical work sessions with City of La Vista staff. The purpose of these work sessions will be to work with the City departments regarding specific technical details of the project.

### **5.5 Utility Coordination (DW, SA)**

The Consultant Team will coordinate with necessary agencies to ensure compliance and approvals in an effort to remain on schedule. At this time, up to two (2) meetings are anticipated with the following agencies: M.U.D., Black Hills Energy, Centurylink, CCI, GPCO, and OPPD.

#### **The following products will be prepared/delivered:**

- Kickoff meeting materials and record (pdf)
- Project management (project progress reports, memoranda, etc.)
- Utility coordination meeting records
- Project management team (PMT) meeting records
- Technical Work Session meeting records

## **TASK SIX | DESIGN DEVELOPMENT**

The general objective for this phase of the work is to prepare design development drawings for the entire project area. This phase of work provides substance to the intent of the approved schematic design and to establish a reliable opinion of probable cost from which final construction documents will be

created.

### **6.1 Design Work Session (Consultant Team)**

DW will facilitate a work session with SA and HI to begin to refine the plan from a schematic plan to a working design development plan. DW will collaborate on initial solutions, confirm metrics, and determine a design direction.

### **6.2 Title Sheet (DW)**

Develop preliminary title cover sheet that complies with City of La Vista requirements, including signatures blocks, project location and description, projects number, etc.

### **6.3 Sheet Index (DW)**

Prepare preliminary sheet index that complies with City of La Vista requirements and general notes for the project.

### **6.4 Demolition and Protection Plan (SA)**

Prepare preliminary site demolition plans illustrating existing roadway pavement, curb and gutter replacement at locations identified in the schematic design, storm sewer piping and assemblies, sidewalks and landscape areas that will be demolished or preserved in place.

### **6.5 Layout and Dimensions (DW)**

Prepare preliminary layout and dimensioning plans with applicable horizontal dimensions for critical site components.

### **6.6 Site Lighting (SA)**

Prepare preliminary electrical service and conduit layout plans, sheets and electrical details to serve all pedestrian and street lighting, including pedestrian and street light fixture selection and layout to comply with the City of La Vista standards.

### **6.7 Grading (DW)**

Develop preliminary site grading for all areas including contouring, retaining structures, swales, flow lines, and compute earthwork quantities associated with submittals and phasing concepts. Indicate alignments and key elevations. Ensure that grade transition between adjacent parcels and the street are coordinated.

### **6.8 Subsurface Drainage (SA)**

Prepare preliminary stormwater piping plan indicates stormwater and subdrain systems and other drainage structures to be installed. This does not include new subdrains under the existing roadway pavement.

### **6.9 Erosion Control (SA)**

Develop preliminary site erosion control plans illustrating areas to receive erosion protection

### **6.10 Materials Plans Sheets (DW)**

Develop plans that depict all hardscape surface materials. The plans will be produced depicting detailed paving patterns key to specific details and locations of all site furnishings such as benches, trash receptacles, light poles, shade structures, retaining and free-standing walls.

### **6.11 Planting (DW)**

Develop preliminary plans that provide the locations and type of proposed plant materials (trees, shrubs, perennials, and groundcover). A plant schedule will be developed indicating the size and spacing of all proposed plan.

### **6.12 Roadway Details/ Profiles (SA)**

Prepare preliminary plans, cross sections and profiles for the Parkview Boulevard reconstruction.

### **6.13 Site Details, Sections, Elevations (DW)**

Prepare preliminary drawings for sidewalks, special pedestrian pavements, site retaining and free-standing walls, and site furnishings that make up the proposed design.

### **6.14 Irrigation and Sleeving (HI)**

Prepare preliminary irrigation drawings and supplemental detail drawings indicating the size and location of pipe, valves and controllers. This assumes that all of the planting in the project area will be watered and MUD supply lines are available and City-owned taps can be provided.

### **6.15 Specifications (DW)**

Prepare an outline specification for the above-described elements of the project to reinforce OPW or NDOT standard specifications with special provisions.

### **6.16 QM Review (DW)**

Conduct internal Design Development Quality Control Reviews for aesthetic, technical, and regulatory content.

### **6.17 Opinion of Probable Cost (SA)**

Based on the Client approved Design Development Plan and Design Development level opinion of probable construction cost.

**The following products will be prepared/delivered:**

1. Title Sheet
2. Index Sheet
3. Demolition and Protection Plan sheets
4. Tree Protection sheets
5. Erosion Control Plan sheets
6. Materials Plan sheets
7. Grading Plan sheets
8. Subsurface Drainage Sheets
9. Planting Plan sheets
10. Landscape CrossSections/Elevations
11. Roadway cross sections of improvement areas
12. Irrigation Plan sheets (Park View Boulevard only)
13. Site Lighting Plan(s)
14. Design Development details and reference sections
15. Design Development level opinion of probable construction cost
16. Outline specifications

### **TASK SEVEN | CONSTRUCTION DOCUMENTS (PHASE I)**

The general objective for this phase of the work is to prepare 90% and 100% construction documentation drawings that incorporate the most current information regarding construction practices. Based on the Client approved Design Development Plan and Design Development level opinion of probable construction cost, DW will lead the first phase of construction documentation for the project. **For the purpose of providing a fee for the first phase of construction, the extent of improvements are assumed to be: mass grading and site drainage, erosion control, lighting, and multi-use trails for 84th Street only. If the scope of work for phase I construction documents changes, the consultant team will provide a revised fee estimate based on the revised scope.**

The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared.
2. Coordinate Design Workshop's work with other consultants retained by the Client. Coordinate interdisciplinary Construction Document reviews between the consultants.
3. Review materials and technical systems with potential fabricators and contractors.

4. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content, and revise plans per reviews.
5. Prepare a Construction Document level opinion of probable construction cost.

The following products will be prepared/delivered:

1. Design work session
2. Title Sheet
3. Index Sheet
4. Demolition and Protection Plan sheets
5. Tree Protection sheets
6. Erosion Control Plan sheets
7. Materials Plan sheets
8. Grading Plan sheets
9. Subsurface Drainage Sheets
10. Planting Plan sheets
11. Landscape Cross Sections/Elevations
12. Irrigation Plan sheets
13. Site Lighting Plan(s)
14. Details and reference sections of the above-described materials with information required for construction, installation, and finishing of landscape components of the project.
15. Construction Document level opinion of probable construction cost.
16. Technical specifications (for improvements and/or site features described by the above listed drawings)

## **TASK EIGHT | (OPTIONAL) BIDDING AND NEGOTIATION FOR PHASE I CONSTRUCTION DOCUMENTS**

The general objective for this phase of the work will be to assist the contractor in developing a clear understanding of the project for purposes of preparing construction bids. Based on the Client's approval of Construction Documents and the latest opinion of probable construction cost, Design Workshop shall assist the Client in obtaining bids or negotiated proposals.

This work shall occur in the period after the completion of Construction Documents and prior to awarding a construction contract.



The specific tasks to be completed are as follows:

### **8.1 Prequalification selection**

Assist the Client in pre-qualifying contractors in one (1) in-person meeting for work designed by Design Workshop. A list of approved contractors for the disciplines utilized will be submitted to the Client prior to issuing Bid Documents.

### **8.2 Bid documents**

Package and issue Bid Documents for the purpose of contractor pricing

### **8.3 Pre-bid conference with bidders**

Participate in one (1) in-person pre-bid conference with bidders for work designed by consultant team

### **8.3 Bulletin preparation**

Prepare bulletin (update prior to construction) to the Construction Documents, as clarification is required.

### **8.4 Bid document review**

Review Bid Documents provided by contractors to assure that there are no major errors or omissions.

### **8.5 Substitution review**

Review substitutions and alternatives as requested by the bidders and make recommendations regarding the same.

The following products will be prepared/ delivered:

1. Prequalification meeting record
2. Up to ten (10) full size printed bid document sets
3. Pre-bid conference meeting record
4. Up to one (1) bulletin (update to construction documents prior to the commencement of construction)

## **TASK NINE | (OPTIONAL) ON-GOING CORRIDOR MANAGEMENT**

This task will provide a long-term plan for the operations and maintenance of the corridor and will serve as a guiding package to make decisions related to annual budget allocations and staffing required to operate and maintain the newly constructed improvements along the corridor.

The following products will be prepared/delivered:

1. Corridor Management Plan Booklet (Color 11" by 17")

2. Anticipated annual maintenance expenditure for budgeting purposes.

## **TASK TEN | (OPTIONAL) ADDITIONAL PUBLIC ENGAGEMENT**

This task is specifically meant to offer an additional public meeting following the design development task.

The following products will be prepared/ delivered:

1. Presentation of design development materials
2. Illustrative plan depicting detailed first phase of construction
3. Up to three (3) perspective views

## **CONDITIONS AND EXCLUSIONS**

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client, and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

The following is a list of additional items excluded from the basic scope of services:

- Environmental Studies including environmental site assessment (ESA)
- Signage and wayfinding
- Traffic control
- Construction Observation
- As-built and record drawings
- Construction materials testing
- Geotechnical analysis
- Traffic signals
- Permitting
- Construction staking
- Right-of-way or easement documentation
- Land survey

## **DESIGN WORKSHOP REPRESENTATIVES**

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – **Robb Berg**

**Robb** will serve as Principal-in-Charge of the **84<sup>th</sup> Street Streetscape** project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – **Micah Giardetti**

**Micah** will serve as the Project Manager for the **84<sup>th</sup> Street Streetscape** project. His responsibilities will include the coordination of Design Workshop’s in-house design team as well as regular communication and coordination with all members of the consultant team.

## **SCHEDULE**

Design Workshop is prepared (to begin services immediately) upon receipt of a signed copy of this proposal from an authorized owner’s representative. At this time, the following generalized schedule is anticipated:

**Task Five | Meetings and Project Management (through basic services)**

09/21/2018 to 03/21/2019

**Task Six | Design Development**

09/21/2018 to 01/21/2019

**Task Seven | Construction Documentation (phase I)**

01/21/2019 to 03/21/2019

**Task Eight | Bidding and Negotiation (Optional)**

03/21/2019 to 04/21/2019

**Task Nine | On-going Corridor Management (Optional)**

04/21/2019 to 05/05/2019

**Task Ten | Additional Public Engagement (Optional)**

Concurrently with Task 6 “Design Development”

## **FEES AND EXPENSES**

1. **BASIC SERVICES**

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be as follows:

Task Five	Meetings and Project Management	\$ 34,360.00
Task Six	Design Development	\$ 240,880.00
Task Seven	Construction Documentation (phase I)	\$118,940.00
<b>Total Professional Fees for Basic Services (labor only)</b>		<b>\$ 394,180.00</b>

**2. OPTIONAL SERVICES**

The following outlines the fee for recommended services as part of the phase II scope:

Task Eight	Bidding and Negotiation	\$ 22,935.00
Task Nine	On-going Corridor Management (Optional)	\$ 26,620.00
Task Ten	Additional Public Engagement	\$ 9,290.00

**Total Professional Fees for Basic Services (labor only) \$ 58,845.00**

**3. REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, and printing expenses shall be billed at Design Workshop's cost plus 15%.

**4. ADDITIONAL SERVICES**

Services in addition to those described above are to be compensated on a time and materials basis per design workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due design workshop, provided the change was in fact approved and ordered by the client.

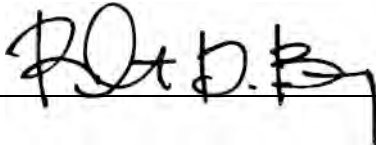
1. This is a not-to-exceed contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure;

however, at the Client’s request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

**ACCEPTANCE**

1. This Agreement is entered into between Design Workshop, Inc. and the City of La Vista.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

**DESIGN WORKSHOP, INC.**

By:  Date: 9/21/2018  
Title: \_\_\_\_\_

**APPROVED BY CLIENT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_