

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 5, 2022 AGENDA**

| <b>Subject:</b>  | <b>Type:</b>                              | <b>Submitted By:</b>       |
|--|---|----------------------------|
| PROFESSIONAL SERVICES AGREEMENT – ◆<br>CENTRAL PARK ACCESS ROAD –<br>AMENDMENT No. 2 | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | PAT DOWSE<br>CITY ENGINEER |

#### **SYNOPSIS**

A resolution has been prepared to amend a Professional Services Agreement with Thompson, Dreessen and Dorner (TD2) of Omaha, Nebraska for additional professional services related to the Central Park Access Road – Park View project increasing the not to exceed amount by \$95,880 for a total not to exceed amount of \$264,380.

#### **FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for this project.

#### **RECOMMENDATION**

Approval

#### **BACKGROUND**

A Professional Services Agreement with TD2 was approved by Council on January 27, 2020 for design related work within Central Park to include preliminary design of the Park View Boulevard connection. The First Amendment included professional services generally related to the Thompson Creek Channel Rehabilitation project. The Second Amendment is for additional professional services including:

- Utility relocation coordination and design for the installation of additional storm sewer curb inlets along Park View Boulevard;
- Modification of manhole MH G7 in Lot 14 City Centre to adjust storm sewer water quality diversion flows;
- Preparation of interim roadway lighting for Central Park East and an actuated access control gate at the intersection of the fire lane and the Central Park Access Road;
- Construction Phase Services for the Central Park Access Road;
- Geotechnical investigation along portion of the fire lane where some pavement settling has occurred.

The Central Park Access Road – Park View project is anticipated to bid in April 2022 and be completed in December of 2022.

A copy of the scope amendment is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DREESSEN AND DORNER (TD2) FOR ADDITIONAL SERVICES RELATED TO THE CENTRAL PARK ACCESS ROAD – PARK VIEW PROJECT, INCREASING THE NOT TO EXCEED AMOUNT BY \$95,880 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$264,380.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined the Central Park Access Road – Park View Project is necessary; and that

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this project; 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 expenditure over \$5,000.00.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of Amendment No. 2 to a professional services agreement with Thompson, Dreessen and Dorner (TD2) for additional services related to the Central Park Access Road – Park View project, increasing the not to exceed amount by \$95,880 for a total not to exceed amount of \$264,380.

PASSED AND APPROVED THIS 5TH DAY OF APRIL 2022.

CITY OF LA VISTA

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Kim J. Thomas, Acting Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

**CONSULTANT PROFESSIONAL SERVICES  
DESIGN & CONSTRUCTION ENGINEERING  
AMENDMENT NO. 2  
ACCESS ROAD MODIFICATIONS  
CENTRAL PARK PLAZA-SECTION 1**

This Amendment No. 2 ("Amendment 2") shall amend and become a part of the Proposal for Professional Services dated January 27, 2020 issued by Thompson, Dreessen & Dorner, Inc. ("Consultant") and accepted by the City of La Vista ("City"). Amendment 2 includes additional professional services as set forth herein.

**SCOPE OF SERVICES**

City and Consultant hereby agree that Consultant's Scope of Services is amended by adding the services specifically described below for the additional compensation set forth herein:

**TASK A2.1 – Communications and meetings with utility companies to coordinate relocations needed to allow for Park View Blvd storm sewer inlet construction.**

**TASK A2.2 – Drainage calculations for Park View Blvd inlets and for water quality flow diversion at existing Manhole G7, in Lot 14 City Centre.**

**TASK A2.3 – Engage, assist and coordinate a sub-consultant (Alvine Engineering) to prepare interim roadway lighting plans for Central Park Plaza east of Lot 14 City Centre to Park View Blvd and along the existing roadway in original Central Park and provide power to an actuated access control gate. Includes Alvine Scope 1 services.**

**TASK A2.4 – Research, communications, and meetings for gate and actuator control equipment and options to limit access to portion of Central Park Plaza serving The Astro and The Link.**

**TASK A2.5 – Design engineering services to prepare base drawings for lighting sub-consultant, and construction documents for modification of water quality diversion in existing storm manhole on Lot 14, La Vista City Centre and access gate plans. Documents to include specifications, estimates, and bidding assistance.**

**TASK A2.6 – Provide construction phase services for the Access Road Modifications (Central Park Plaza-Section 1). These services will include staking, testing, construction observation and contract administration.**

**TASK A2.7 – Conduct geotechnical exploration work is to obtain soil samples at the site of the pavement settlement for laboratory testing and engineering recommendations to furnish detailed information on subsurface conditions for use in design of repair options. One soil boring, up to 30 feet deep, will be conducted with a truck-mounted drilling rig.**

## COMPENSATION

Billing for the professional services under this Amendment 2 will be lump sums or hourly not-to-exceed costs as set forth below for the tasks identified herein. The summary of fees by task is as follows:

|                                  |                 |                      |
|----------------------------------|-----------------|----------------------|
| Task A2.1                        | \$ 2,220        | Hourly not-to-exceed |
| Task A2.2                        | \$ 2,080        | Hourly not-to-exceed |
| Task A2.3                        | \$ 4,620        | Lump Sum             |
| Task A2.4                        | \$ 2,280        | Lump sum             |
| Task A2.5                        | \$ 7,200        | Hourly not-to-exceed |
| Task A2.6                        | \$75,360        | Hourly not-to-exceed |
| Task A2.7                        | \$ 2,120        | Lump Sum             |
| <b>TOTAL FEE FOR AMENDMENT 2</b> | <b>\$95,880</b> |                      |

## TERMS AND CONDITIONS OF SERVICE

All provisions of the original Proposal not specifically amended herein shall remain unchanged. Tasks A2.1 through A2.7 will be billed on a monthly basis.

Submitted by:

THOMPSON, DREESSEN, & DORNER, INC.

  
Bradley P. Huyck, P.E.

This proposal is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022 for:

CITY OF LAVISTA

By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

|     | Tasks/Milestones *   | TASK TOTAL (COST) | TASK TOTAL (HOURS) | Project Manager BPH | Senior Engineer JMK | Design Engineer | CAD Designer | Construction Observer | Survey Crew | Survey Equipment | CAD Designer | Registered Land Surveyor | Direct Expenses |
|-----|--|-------------------|--------------------|---------------------|---------------------|-----------------|--------------|-----------------------|-------------|------------------|--------------|--------------------------|-----------------|
|     |  |                   |                    | \$160               | \$160               | \$100           | \$100        | \$75                  | \$165       | \$45             | \$95         | \$130                    |                 |
|     | <b>Amendment 2</b>   |                   |                    |                     |                     |                 |              |                       |             |                  |              |                          |                 |
|     | <b>Additional Design Engineering and Subconsultant for Lighting</b>  |                   |                    |                     |                     |                 |              |                       |             |                  |              |                          |                 |
|     | <b>Thompson Creek Channel Rehabilitation &amp; Access Road Reconstruction</b>  |                   |                    |                     |                     |                 |              |                       |             |                  |              |                          |                 |
|     | <b>La Vista Central Park</b>   |                   |                    |                     |                     |                 |              |                       |             |                  |              |                          |                 |
|     | <b>File No. 171-422 Documents</b>  |                   |                    |                     |                     |                 |              |                       |             |                  |              |                          |                 |
|     | <b>Amendment No 2-Additional Services</b>  |                   |                    |                     |                     |                 |              |                       |             |                  |              |                          |                 |
| 2.1 | Communications and meetings to coordinate utility relocations for Park View Blvd storm sewer construction  |                   | 18                 |                     | 6                   | 6               |              |                       | 2           | 2                | 2            |                          | \$50            |
| 2.2 | Inlet capacity calculations for Park View Drive and calculations to modify water quality flow rate at Storm Manhole G7 (Lot 14 City Centre)  |                   | 16                 |                     | 8                   | 8               |              |                       |             |                  |              |                          |                 |
| 2.3 | Engage, assist and coordinate sub-consultant, Alvine Engineering to prepare interim road lighting and power supply to access gate. Alvine Scope 1  |                   | 7                  | 1                   | 6                   |                 |              |                       |             |                  |              |                          | \$3,500         |
| 2.4 | Research, meetings and discussion for access gate and controls for roadway gate on Central Park Plaza-Section 1  |                   | 15                 | 1                   | 12                  | 2               |              |                       |             |                  |              |                          |                 |
| 2.5 | Additional design engineering to prepare base drawings for lighting consultant, additional plans for Storm Manhole G7 modification, access gate installation plans plus specs, estimates and bidding assistance. |                   | 60                 | 4                   | 16                  | 40              |              |                       |             |                  |              |                          |                 |
| 2.6 | Construction phase services for Central Park Plaza Section1 roadway. Includes staking, testing, observation and contract administration. Use 9% of Const Estimate.   |                   |                    |                     |                     |                 |              |                       |             |                  |              |                          | \$75,360        |
| 2.7 | Geotechnical investigation for pavement repair in existing fire lane.  |                   | 2                  |                     | 2                   |                 |              |                       |             |                  |              |                          | \$1,800         |
|     | <b>TASK HOURS =</b>  | <b>118</b>        | <b>6</b>           | <b>50</b>           | <b>56</b>           | <b>0</b>        | <b>0</b>     | <b>2</b>              | <b>2</b>    | <b>2</b>         | <b>0</b>     |                          |                 |
|     | <b>AMENDMENT 2 TOTAL w/Alvine Scope 1 =</b>  | <b>\$95,880</b>   | <b>\$960</b>       | <b>\$8,000</b>      | <b>\$5,600</b>      | <b>\$0</b>      | <b>\$0</b>   | <b>\$330</b>          | <b>\$90</b> | <b>\$190</b>     | <b>\$0</b>   | <b>\$80,710</b>          |                 |



March 11, 2022

Thompson, Dreessen, and Dorner, Inc.  
10836 Old Mill Road  
Omaha, Nebraska 68154

Attn: John Kottmann

Re: La Vista Central Park Access Road Site Lighting  
Alvine No. 2022 9203

Dear John:

Alvine Engineering is pleased to present this proposal for professional engineering services for the above-referenced project.

**Project Description**

This project consists of electrical engineering to support the redesign of the access road, including lighting design, lighting control, and power.

**Scope of Basic Services**

Our services and proposed fees will be as indicated in the attached "Scope of Services" document.

If you have any questions or comments regarding this proposal, please contact us. If this proposal is acceptable in its present form, please return a signed copy to us for our records. We look forward to working with you on this project.

Sincerely,

Ken J. Morgan, P.E.  
Associate Principal (NE)

KJM/bao

Attachments

### **Basic Services Scope**

Basic service phases include:

1. Construction Documents
2. Construction Administration

### ***Basic Design Services***

1. Scope 1:
  - A. Site lighting design will be provided, including temporary poles for both Phase 1 and Phase 2 of new/revised access road; phases defined by Client documentation received and dated March 8, 2022
  - B. Power for pole-mounted receptacles as required per Client requirements
  - C. Existing conduit relocation for new/revised access road
  - D. Power/control for gate operator
2. Scope 2:
  - A. Site lighting design will be provided, including new poles for Phase 1 and temporary wooden poles for Phase 2 of new/revised access road; phases defined by Client documentation received and dated March 8, 2022
  - B. Power for pole-mounted receptacles as required per Client requirements
  - C. Existing conduit relocation for new/revised access road
  - D. Power/control for gate operator

### ***Construction Administration Services***

Alvine Engineering proposes to provide the following construction administration services:

1. Respond to Contractor requests for information or interpretation (RFI).
2. Review submittals.
3. Perform two, one-person trips to the project site to attend construction meetings and/or conduct observation of construction, including preparation of a final punch list.

### ***Design Trips/Meetings***

The following trips/meetings are included as part of this proposal:

1. Travel to project site and Client's office to complete the project design and coordination

2. Scope 1:
  - A. One, one-person trip to the Client's office
3. Scope 2:
  - A. Three, one-person trips to Clients office and City review meeting
4. Use of virtual meetings when needed for completion of project design and coordination

#### **Basic Services Scope Assumptions**

Based on Alvine Engineering's understanding of the project requirements, the following are assumed:

1. Opinions of probable construction cost will be prepared by others.
2. Information to be used as backgrounds for development of contract drawings will be provided by the Client. Format shall be Autodesk AutoCAD.

#### **Deliverables**

Alvine Engineering will provide the following project deliverables:

1. Signed and sealed contract/construction documents in .pdf format to be used for reproduction

#### **Fees for Basic Services**

Alvine Engineering proposes to provide the above services for a lump sum fee. See table below. Expenses are not anticipated.

| Basic Service  | Fee  |
|----------------|--|
| <b>Scope 1</b> | <b>3,500.00</b><br>(Three Thousand Five Hundred Dollars) |
| <b>Scope 2</b> | <b>4,800.00</b><br>(Four Thousand Eight Hundred Dollars) |

#### **Additional Services**

If additional professional services or work outside the determined basic scope are required during the course of the project, they will be billed as negotiated per specific scope of services. Alvine Engineering will only proceed with additional services if approved in writing. Additional services will be billed as a separate fee on the project invoice.

All of the following items shall not be considered part of basic services:

1. Predesign services:
  - A. Studies
  - B. Participation in programming charrettes
  - C. Development of programmatic design narratives and cost estimates
  - D. Participation in programming, funding, and other types of presentations
2. Opinions of probable construction costs
3. Attendance at the pre-construction meeting
4. Verification of:
  - A. Accuracy of existing drawings
  - B. Existing systems physical operating conditions
  - C. Existing systems performance and capacities
5. Design associated with new utility services not identified in the scope of basic design services
6. Additional site visits beyond those identified above during construction, including additional visits for preparation of phase punch lists and additional visits required to repeat punch lists in areas which were not sufficiently complete at the time of the initial punch list
7. Post-punch list services:
  - A. Site visit(s) to verify punch list items have been completed
  - B. Project closeout documentation
  - C. Development of record drawings based on field as-built drawings provided by the Contractor

#### **Payment Schedule**

Payment shall be within 30 days from the date of the invoice. Payments not received within 60 days will be assessed with a finance charge of 1.5% per month, retroactive to the date of the invoice and compounded monthly.

If the Client objects to any portion of an invoice, the Client shall so notify Alvine Engineering in writing within 10 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay, when due, that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoice amounts and resolved in Alvine Engineering's favor and unpaid for more than 30 calendar days after date of submission.

If the Client, for any reason, fails to pay the undisputed portion of Alvine Engineering's services within 30 days of presentation, Alvine Engineering has the right to cease work on the project, and the Client shall waive any claim against Alvine Engineering from and against any claims for injury or loss stemming from cessation of service. The Client shall also pay Alvine Engineering the cost associated with premature project demobilization and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule, or scope services.

**Ownership of Instruments of Services**

All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Alvine Engineering as instruments of service shall remain Alvine Engineering property. Alvine Engineering shall retain all common law, statutory, and other reserved rights, including the copyright thereto.

**General Terms and Conditions**

See attached General Terms and Conditions document.

**ACCEPTED:**

Scope 1  
 Scope 2

Stephen M. Kotthaus  
Name for TDZ

Senior Design Engineer  
Title

March 22, 2022  
Date

TDZ 171-422

Client Project No. or Purchase Order No.  
(if applicable)