

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
CONTRACT AUTHORIZATION – 84 TH STREET CITY CENTRE/ CENTRAL PARK VICINITY TRAFFIC STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize Felsburg Holt & Ullevig (FHU) to conduct a traffic study and provide subsequent analysis and reports in an amount not to exceed \$28,050.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides the funding for this service.

RECOMMENDATION

Approval

BACKGROUND

As part of the 84th Street Redevelopment project, this traffic study will identify the expected trips that would be generated by the proposed redevelopment area and determine effects of site traffic on the surrounding at seven (7) intersections. The study will also look at potential conflicts, parking and circulation for both potential pool sites for six (6) existing intersections and one (1) future intersection. Traffic counts will be conducted at five (5) intersections in the project area and said data will be complied with historic counts based on previous work efforts to assess current and projected traffic operations.

Services provided by Felsburg Holt & Ullevig will be conducted on a time and materials basis whereas FHU shall be compensated on an hourly basis not to exceed \$28,050.

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 THE EXECUTION OF AN AGREEMENT WITH FELSBURG HOLT & ULLEVIG (FHU) FOR ENGINEERING SERVICES FOR THE 84TH STREET CITY CENTRE/CENTRAL PARK VICINITY TRAFFIC SIGNAL STUDY IN AN AMOUNT NOT TO EXCEED \$28,050.

WHEREAS, Council has determined that a need exists for a traffic signal study on 84th Street; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this service; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve the execution of an agreement with Felsburg Holt & Ullevig (FHU) for Engineering Services for the 84th Street City Centre/Central Park vicinity traffic signal study in an amount not to exceed \$28,050.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



August 19, 2021

Mr. Pat Dowse, PE
City of La Vista
9900 Portal Road
La Vista, NE 68128

Reference: 84th Street City Centre Traffic Study Proposal - revised

Dear Mr. Dowse:

This proposal describes the scope of services necessary to conduct a traffic study for the development of a new municipal swimming pool, event planning space, parking for the City Centre Music Venue, and Central Park festival space. The project is located on 84th Street in La Vista, Nebraska. The north-south study area boundaries are Park View Blvd to Giles Road, the east-west study boundaries are Edgewood Blvd to 87th Street. The information used to prepare this proposal is based on information for the proposed development provided to Felsburg Holt & Ullevig (FHU) by the City of La Vista.

This traffic study will identify the expected trips that would be generated by the proposed development and determine the effects of site traffic on the surrounding roadway network. A new access into Central Park located southeast of Park View Boulevard between Elizabeth Street and Lilian Avenue will be evaluated in this study. This access would connect into the existing park entrance through Flagpole Park.

In order to address the traffic operations at existing intersection(s) and proposed access location(s) for the Music Venue / Event Space, the study will include a traffic capacity evaluation of the following location(s):

- 84th Street & Park View Blvd
- 84th Street & City Centre Drive
- 84th Street & Barmettler Drive
- 84th Street & Main Street / Brentwood Drive
- 84th Street & Giles Road
- Giles Road & 83rd Avenue
- Giles Road & Royal Drive

To evaluate circulation patterns and impacts associated with the siting of the proposed swimming pool, a cursory evaluation of circulation, parking, and potential conflicts will be conducted at the following locations:

- Edgewood Blvd & Valley Road
- Edgewood Blvd & Park View Blvd
- Giles Road & Edgewood Blvd
- Park View Blvd & Flagpole Park / Lillian Avenue (Proposed)
- 87th Street & Park View Blvd
- 87th Street & Granville Parkway
- Granville Parkway & Brentwood Drive

The study will evaluate the following time periods:

- Music Venue / Event Study: Weekday PM peak hour (event arrival), Weekday Post PM peak hour (event exit), Weekend AM peak hour (event arrival), Weekend Post PM peak hour (event exit)

- Pool Study: Weekday AM (pool arrival) and PM peak hours (pool exit), Weekend peak hour (peak one hour).

The study will evaluate the following analysis years:

- Existing (2021)
- Buildout (2023) of the development
- Future (2030) of the development

Scope of Services

Task 1 – Data Collection / Compilation

Recent and historic turning movement counts will be compiled for the study area by the City of La Vista and FHU based upon previous work efforts in the study area. FHU will collect and process peak period turning movement counts at select intersection(s) to be determined after a review of existing data. It is anticipated that up to five intersections will be counted in the peak hours identified below.

- 84th Street & Giles Road (Weekday 24-hour & Weekend 13-hour)
- 84th Street & City Centre Drive (Weekday 8-hour & Weekend 13-hour)
- 84th Street & Barmettler Drive (Weekday 4-hour)
- Giles Road & 83rd Street (Weekday 4-hour)
- Giles & Royal Drive (Weekday 4-hour)

Assumptions

- Weekday 8-hour turning movement counts will be conducted on a typical weekday (Tuesday, Wednesday, or Thursday) from 3 PM to 11 PM.
- Weekend 13-hour turning movement counts will be conducted on a Saturday from 10 AM to 11 PM.
- Weekday 4-hour turning movement counts will be conducted on a typical weekday (Tuesday, Wednesday, or Thursday) and will be conducted after the peak periods are determined from the 24-hour count at 84th Street & Giles Road. The desired peak hours will be discussed and approved by the City Engineer (may include any 4 hours in 1-hour blocks).
- Count data from the five intersections will be compiled and used to develop factors to apply to existing data. The factored data will be used for evaluation at other study area intersections.

Task 2 – Trip Generation & Assignment

The *Institute of Transportation Engineers' (ITE) Trip Generation*, Tenth Edition, 2017 will be utilized to develop trip generation estimates for the new municipal swimming pool and potential development in the south portion of the study area. The trip assignment will be based on existing, local travel patterns. Land uses and square footages from Site Plans and previous traffic studies, provided to FHU by the City of La Vista, will be utilized to develop the site trip generation. Future development will be considered in the study area. Traffic assignment will be based on existing traffic patterns and expected connections.

Task 3 – Operations Analysis

FHU will assess the level of congestion, measured by level of service (LOS), experienced at the study area intersections under Existing (2021), Buildout (2023), and Future (2030) traffic conditions.

- Turn lane storage lengths will be analyzed.
- A queuing analysis will be completed for the study area intersections.
- Evaluate adding a south access onto Giles Road at Royal Drive (or nearby).
- Assess the parking availability and demand during events.
- Methods for parking fee collection and parking permitting will be evaluated.

- Traffic circulation in the City Centre will be analyzed. Reports provided by the City Centre development engineer will be evaluated.
- Potential pedestrian movements crossing 84th Street to and from the venue will be evaluated.

Task 4 – Report & Graphics

A draft traffic study will be prepared summarizing the results of the study and will include graphical illustrations of the study area and analysis. FHU will identify traffic operational or roadway deficiencies at the study area intersections and will develop recommendations for improvements. We propose to prepare the traffic study in two phases.

The draft traffic study for the new municipal swimming pool will be submitted to the City of La Vista for review and comment by Wednesday October 6th, 2021. The event planning and parking for the City Centre portion of the study will be submitted a month later November 5th, 2021. We have assumed a period of two weeks for agency review for each phase of the draft traffic study. Comments will be addressed and incorporated into the final traffic study. The final traffic study will be submitted approximately two weeks after receipt of draft traffic study comments.

Task 5 – Meetings & Project Management

As part of this effort, FHU will participate in two (2) meetings with the City of La Vista. These meetings are intended to occur in person with a virtual option. Additional meetings or presentations to La Vista City Council can be made at our standard hourly rates. This task also includes preparing monthly progress reports with invoices and other project management related tasks.

Schedule and Fee Estimate

The draft traffic study for the new municipal swimming pool will be submitted for review by Wednesday October 6th, 2021. The draft traffic study for the event planning and parking for the City Centre will be submitted a month later on November 5th, 2021. Upon receipt of review comments from City of La Vista, FHU will finalize the study within two weeks. Should the City of La Vista require additional intersections or time periods to be included in the study or should the site plan change after the study has commenced, we will notify you immediately regarding any impact to the cost of the study or the project schedule.

We propose to conduct these services on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times the actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal	\$ 220.00/Hour	Engineer V	\$ 175.00/Hour
Engineer II	\$ 115.00/Hour	Engineer I	\$ 105.00/Hour
Intern	\$ 55.00/Hour	Graphics	\$ 135.00/Hour

At these standard hourly rates, we have estimated that this study could be completed for a maximum budget of **\$28,050**. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval.

If the conditions of this proposal are acceptable, please print out this letter, sign on the following page and send it back for our files. In an effort to expedite the study, please call or send an e-mail with the signed proposal back as your acceptance. By signing this proposal, the client acknowledges the attached standard provisions. If you have any questions about this proposal, please contact Mark Meisinger at (402) 445-4405 or via email at mark.meisinger@fhueng.com.

August 19, 2021
Mr. Pat Dowse
Page 4

Sincerely,

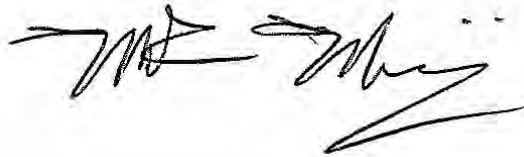
FELSBURG HOLT & ULLEVIG



Kyle Anderson, PE, PTOE
Principal

Accepted By

Title



Mark Meisinger, PE, PTOE
Project Manager

Date

Attachment:
FHU Letter Agreement Standard Provisions - revised

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

~~Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.~~

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. ~~If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.~~

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

Workhour and Fee Estimate



FELSBURG
HOLT &
ULLEVIG
connecting & enhancing communities

DIRECT PROJECT EXPENSES

TOTAL DIRECT PROJECT EXPENSES**TOTAL PROJECT COST**

\$28,050