

An Agreement for the Provision of Limited Professional Services
for

City of Grand Island
Camp Augustine Master Plan
Grand Island, Nebraska

This agreement is for limited professional landscape architectural services (hereinafter referred to as "Agreement") to be provided by **Big Muddy Workshop, Inc.** (hereinafter referred to as "A/E") for the **City of Grand Island**, a Nebraska municipal corporation (hereinafter referred to as "Owner") on the project detailed under Article 1.

ARTICLE 1
SCOPE OF SERVICES

This Scope of Services outlines the professional services to develop a master plan for an area in Grand Island, Nebraska known as Camp Augustine and as defined herein. The master plan is intended to determine future recreational uses and define future park facilities needed to serve public needs while protecting the site's unique natural resources. The master plan process, outcomes and deliverables are defined in the following scope of services.

This proposal was requested by Mr. Todd McCoy, Director of Grand Island Parks & Recreation.

Planning Team

A planning team will be appointed by the Owner to work with the A/E during the planning process. The team will consist of city leaders, staff and interested members of the community. The total number of team members, excluding the A/E, will be 8-10 persons. The Owner shall empower the planning team to review and approve work performed by the A/E on behalf of the Owner. The Owner shall designate a member of the planning team to serve as its chair. The Owner will identify members of this committee, invite them to participate and provide coordination for all meetings of the committee.

Project Area Description & Name - Park

In this scope of services, the term "park" refers to all the government-owned properties immediately north of Interstate 80 between Exit 312 (South Locust Street) and Exit 314 (US 281). Government entities owning land in this area include the United States of America (Federal Highway Administration), State of Nebraska (Game and Parks Commission and Department of Transportation), and City of Grand Island (former Camp Augustine). The project area does not include any private property in this area.

Information Gathering & Analysis

1.1 **Base Map.** The A/E will develop a base map for use in master planning at an appropriate scale, using public domain base information. This base map will be developed using GIS information from the City and Hall County. The A/E is not

responsible for determining the accuracy or completeness of the city/county-provided base map information.

Result: Completed base map using existing public GIS data

Deliverable: Master plan base map for use in project in PDF format

- 1.2 Natural Resource & Utility Information. The A/E will obtain publicly available natural resource maps for the park for soils, wetlands, and floodways/floodplains. The A/E will contact city and non-city utility companies to obtain general information regarding any utility lines that exist in the park and occur in rights-of-way adjacent to the park property.

Result: A/E gains basic understanding of park's natural resources and public utilities

Deliverable: None

- 1.3 Nebraska Game & Parks Commission Leadership Meeting. The City will coordinate a meeting in Lincoln between city staff, the A/E and NGPC leadership to discuss the project, desired outcomes, and the factors that the NGPC leaders believe are key to creating a master plan that can move the project forward.

Result: Create a common understanding of master plan intent

Deliverable: Summary Meeting Notes in PDF format

Project Visioning

Tasks 1.4 through 1.8 will be accomplished during Planning Trip #2, except for preparation of meeting notes.

- 1.4 Site Reconnaissance. The A/E will conduct a minimum of two site visits to gain a familiarity with the park. The first visit will only include A/E's staff. A later visit will involve the A/E's staff and key city staff.

A. The A/E will walk the site to observe existing conditions. The A/E will record these observations on project base maps and take photographs. Tasks will include:

- generally verifying information shown on the base map,
- mapping existing land uses, vegetation, and landforms in relation to the existing and potential site uses,
- examining existing features, facilities, and the site's natural areas,
- noting site circulation patterns,
- analyzing site edges and entries with respect to adjacent land uses and aesthetics,
- determining areas where screening or other improvements are necessary to provide a high quality environment for the park, and
- documenting site conditions by taking photographs for A/E's use.

B. The City will arrange an onsite tour of Mormon Island State Recreation Area (SRA) with local NGPC staff and the A/E. This will occur on same day as 1.4B.

C. A site visit that includes A/E and city parks staff will be made to view the park's existing character, features and condition, and to discuss potential uses.

Result: A/E familiar with site characteristics. On-site discussions between A/E & Owner

Deliverable: None. In-house notes for consulting team use.

- 1.5 Planning Team Meeting #1 – Visioning Session. The A/E will conduct a planning team meeting to establish project vision and direction. The meeting may include a virtual tour of the park, and one or more visioning exercises related to the park’s future use and development. The A/E will lead a discussion on how these various elements relate to the goals and objectives for the master plan.
Result: Planning team provides input on project vision, goals & objectives
Deliverable: Summary meeting notes in PDF format

- 1.6 City & Key Stakeholder Interviews. The City will coordinate a one-hour stakeholder meeting with staff from all government agencies that currently own land within the Park. During that meeting each agency will be requested to outline any restrictions or regulations that will guide future use of the property which will be transferred to the City or Hall County. The A/E will conduct up to 3 other hours of interviews with city officials, city staff and key stakeholders. The City will be responsible for identifying other key stakeholders and setting up interview times with them. The interviews will be 30 minutes each and held at City Hall.
Result: A/E gains perspective of city goals and objectives, programs, and projects. A/E gains information from key stakeholders
Deliverable: None. In-house notes for A/E’s use

- 1.7 Floodway/floodplain & Wetland Meetings. The City will coordinate a meeting with local floodway/floodplain administrators to review flood information for the park. The City will coordinate a separate meeting with local US Fish and Wildlife staff to review and discuss natural and mitigation wetlands in the park.
Result: A/E informed of flood conditions and types of wetlands on site
Deliverable: None. In-house notes for A/E’s use

- 1.8 Community Input Meeting. The A/E will assist the Owner in conducting a public input meeting allow the public an opportunity to learn about the park master planning process and provide their initial ideas regarding its future development in English and Spanish. The meeting will use an open-house, drop-in format. During the two-hour meeting, the A/E will periodically make a short presentation explaining the master planning process, solicit input and answer questions. The AE will have a person present capable of real time Spanish translation to facilitate bilingual conversation. The A/E will develop and distribute a comment form in English and Spanish for attendees to provide written comments.
Result: Opportunity for public to learn about project and provide input
Deliverable: Summary of verbal public comments in English and copy of all completed comment forms (English and Spanish) in PDF format

- 1.9 Minority Leader Dialog Input Sessions. The A/E’s engagement subconsultant will host two one-hour listening sessions with invited leaders from local minority

groups. The dialog will focus on recreational activities and facilities that would best serve the interests of each leader's constituent communities. The subconsultant will summarize the topics discussed during the meetings in written meeting notes. These comments will be discussed during Planning Team Meeting #2. See Attachment "C" for a detailed description of the services to be provided.

Result: Outreach to minority community leaders for their input

Deliverable: Summary of leader comments by subconsultant in PDF format

- 1.10 Opportunities & Constraints Analysis. To summarize the natural resource and utility information, along with the site inventory notes, a graphic analysis will be developed. This analysis will identify factors that present both opportunities and constraints regarding development of the park. The Opportunities and Constraints Analysis will be used to evaluate and validate park development concepts during the planning process' schematic design and master plan phases.
Result: Graphic summary of factors influencing park development and land management
Deliverable: Opportunities & Constraints Analysis in PDF format
- 1.11 Draft Program Statement. A written program statement will be developed to establish park uses, design issues, recreational facilities, interpretation elements, environmental mitigation/restoration areas and vegetative management goals, as well as other issues that affect park development. This program will later serve as a checklist to ensure that the schematic concepts and preliminary master plan satisfy all the elements in the program.
Result: Written summary of project elements and issues
Deliverable: Draft Program Statement in PDF format
- 1.12 Schematic Diagrams. Using the Opportunities and Constraints Analysis along with the draft program, the A/E will develop one or more schematic diagrams. These "bubble" diagrams will generally locate, to scale, various park uses including on-site circulation systems (vehicular, bike, pedestrian), land uses for various parts of the site, new facilities such as rental cabins, new or expanded campgrounds, picnic shelters, overlooks, interpretive exhibits or structures, hiking trails, playgrounds and other significant architectural elements that impact park development. The A/E will include information on proposed vegetation management as appropriate.
Results: Bubble diagram layouts of site uses on base map
Deliverables: Schematic diagram(s) in PDF format
- 1.13 Planning Trip #2 – Draft Program & Schematic Diagrams. The Planning Team will meet to review stakeholder interview results, minority leader dialog comments, the opportunities and constraints analysis, draft program, and schematic diagrams. The Planning Team will select the preferred schematic, or preferred portions of the various diagrams. Discussion will be held regarding compatibility of adjoining uses, compatibility of park uses in relation to the site's river channels, water bodies and

operational issues. The preferred diagram, or diagram portions, will be used for the development of the preliminary master plan.

Result: Planning team input on written program & preferred schematic diagram

Deliverable: Meeting notes in PDF format

- 1.14 Preliminary Master Plan. Using the preferred schematic diagram, A/E will develop a preliminary master plan. The master plan will show all proposed park development to scale in the locations proposed to a level of detail sufficient to evaluate the development. The master plan will show all roads, trails, walkways, bridges, parking lots, and new facilities such as rental cabins, new or expanded campgrounds, picnic shelters, overlooks, interpretive exhibits or structures, playgrounds and other significant architectural elements that impact park development.
Result: To-scale plan of proposed park improvements
Deliverable: Preliminary master plan in PDF format

- 1.15 Preliminary Cost Opinion. To provide an order of magnitude indication of the cost of implementing the various portions of the preliminary master plan, A/E will develop a preliminary opinion of construction costs as defined in Article 3.8 of this Agreement. Quantities of the various construction items will be estimated based upon the preliminary master plan. Since the opinion of costs will not be based upon detailed drawings, the assumptions made regarding the types of materials, quality of construction and other issues that impact construction costs will be documented. A construction contingency, bonding fees, design fees and other soft project costs will be included in the cost opinion to determine total project cost. The opinion of project costs will be developed using an electronic spreadsheet program for ease of updating the opinion.
Result: Preliminary costing information defined
Deliverable: Order of magnitude construction cost opinion for park improvements in PDF format

- 1.16 Planning Trip #3 – Preliminary Master Plan & Costs. The A/E will conduct a Planning Team meeting to review the preliminary master plan and cost opinion.
Result: Team informed on plan and costs. Team provides preferences on implementation
Deliverable: Meeting notes in PDF format

- 1.17 Community Open House – Preliminary Plan & Costs. The A/E will assist the Owner in conducting an open house along with City staff to brief local citizens regarding the preliminary master plan, and to answer questions regarding the project in English and Spanish. The meeting will use a drop-in open house format. During the two-hour open house, the A/E will periodically make a short presentation explaining the master planning process, solicit input and answer questions. The AE will have a person present capable of real time Spanish translation to facilitate bilingual conversation. The A/E will develop and provide a form in English and Spanish for written comments. Upon the conclusion of the

public meeting, the A/E and City staff will review comments received during the meeting to determine if any revisions in the master plan documents are warranted.
Result: Public informed on project direction. A/E and Owner receive public's input
Deliverable: Summary of verbal public comments in English and copy of all completed comment forms (English and Spanish) in PDF format

- 1.18 Community Outreach and Engagement. The A/E's engagement subconsultant will participate in local festivals, as well as use social media channels to engage and disseminate pertinent information in Spanish (such as Fourth Street festival, online forums, podcasts, and FB groups). See Attachment "C" for a detailed description of the services to be provided.
Result: In-person and virtual public outreach and engagement with minority groups
Deliverable: Periodic written reports of outreach activities & comments received
- 1.19 Pre-Final Master Plan & Costs. Using the comments received during the third planning team meeting, the A/E will revise and finalize the master plan. The cost opinion will be updated to reflect the revisions made to the master plan drawing.
Result: Master plan and cost opinion refined for final review.
Deliverable: Pre-final master plan and cost opinion in PDF format
- 1.20 Planning Meeting #4 – Final Master Plan. The A/E will present the final master plan and cost opinion at this meeting. A discussion will occur regarding next steps with NGPC leaders. Any revisions to these documents will be completed after this meeting, reviewed by the Parks Director, and the final deliverables will be provided to the Owner within one week.
Deliverables: Meeting #4 notes
Final Deliverables: Final master plan drawing, final cost opinion, program statement and perspective 3D views in PDF format
- 1.21 Project Visualization. The A/E will develop an electronic 3-D model of the park that shows the existing landform, river channels, lakes, ponds, wetlands, forest, and grasslands, along with manmade features including roads, existing buildings, campgrounds, trails, and other features. As the planning process progresses, the A/E will modify the model to show proposed improvements within the park. The updated model will be used to create ground level and aerial birds-eye views of the proposed development in the park in a format that is easier for city leaders and community members to understand.
Result: 3D graphics of proposed park improvements
Deliverables: Ground level and Bird's eye views of proposed park development in PDF format

Additional Services

Any services required in addition to those listed in the Scope of Services and including subsequent design phases for this project will be performed upon written authorization from the Owner at the A/E's prevailing standard hourly billing rates plus reimbursable expenses as shown on Attachment "A."

Excluded Services

Services not set forth above as Basic Services or Additional Services and listed in Article 1 of this Agreement are excluded from the A/E's Scope of Services and the A/E assumes no responsibility to perform such services.

ARTICLE 2
FEE ARRANGEMENT

2.1 Fee Type and Sum. The A/E agrees to provide the above services on a lump sum basis of One hundred seven thousand, five hundred and ninety-three dollars and no cents (\$107,593.00).

2.2 Expenses. Anticipated reimbursable expenses will include travel expenses including lodging, subsistence, and mileage expenses. These expenses are included in the lump sum fee above.

2.3 Payment. The A/E will bill the Owner monthly, based on percent of work completed. Billings will be provided on dates necessary to meet the Owner's payment approval schedule. Payment terms are 30 days net. If payment is not received by the A/E within 30 calendar days of the invoice date, the Owner shall pay as interest an additional charge of one-and-one-half (1.5) percent of the PAST DUE amount per month.

ARTICLE 3
SPECIAL TERMS AND CONDITIONS

3.1 Access to Site. Unless otherwise stated, the A/E will have access to the site for activities necessary for the performance of the services at all reasonable hours.

3.2 Indemnification. The A/E agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors, employees and subconsultants (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A/E's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A/E is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E, its officers, directors, employees and subconsultants (collectively, A/E) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable. Neither the Owner nor the A/E shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

3.3 Dispute Resolution. In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Owner and the A/E agree that all disputes between them arising out of or relating to this Agreement shall

be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Owner and the A/E further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

3.4 Limitation of Liability. In recognition of the relative risks and benefits of the project to both the Owner and the A/E, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the A/E and his subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the A/E and his subconsultants to all those named shall not exceed **\$100,000** or the A/E's total fee for services rendered on this project, **whichever is greater**. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3.5 Delays. The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by faulty performance by the Owner or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Owner agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this Agreement.

3.6 Ownership of Documents. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared, or furnished by the A/E pursuant to this Agreement are instruments of the A/E's professional service and A/E shall retain an ownership and property interest therein. A/E grants Owner a license to use instruments of A/E's professional service to conduct additional planning and design to implement the project. Reuse or modification of such documents by Owner, without A/E's written permission, shall be at Owner's sole risk and Owner agrees to indemnify and hold A/E harmless from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such reuse by Owner or others acting through Owner.

3.7 Codes and Standards Compliance. The A/E shall put forth the reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.

3.8 Opinions of Probable Cost. In providing opinions of probable construction cost, the Owner understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the Contractors' method or pricing, and that the opinions

of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

3.9 Construction Observation. These services are not required for this project phase and are thereby excluded from the A/E's Scope of Services.

3.10 Shop Drawing Review. These services are not required for this project phase and are thereby excluded from the A/E's Scope of Services.

3.11 Project Time Period. We will complete the project based upon a schedule mutually agreed upon between the Owner and A/E. Receipt of a fully executed Agreement will serve as the A/E's Notice to Proceed.

3.12 ADA Compliance. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A/E, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other Federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project. The A/E, however, cannot and does not warrant or guarantee that the Owner's project will comply with the interpretations of ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project.

3.13 Hazardous Materials. It is acknowledged by both parties that the A/E's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the A/E or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner 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.

ARTICLE 4 GENERAL TERMS AND CONDITIONS

4.1 Governing Law. The laws of the State of Nebraska will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

4.2 Standard of Care. Services provided by the A/E under this Agreement will be performed in a manner consistent with, and limited to, that degree of care and skill

ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances.

4.3 Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

4.4 Termination. Either the Owner or the A/E may terminate this Agreement at any time with or without cause upon giving the other party (10) calendar days prior written notice. The Owner shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with Article Two of this Agreement.

4.5 Severability and Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles 3.2, 3.3, 3.4, and 3.6 shall survive the termination of this Agreement and shall remain enforceable between the parties.

4.6 Amendment. This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

4.7 Contract Representative. The A/E designates **John Royster, PLA FASLA** to serve as project manager and contact for the A/E for the project. The Owner designates **Todd McCoy, Director** to serve as project manager and contact for the Owner for the project.

4.8 Authorization. The individual signing this agreement for and on behalf of both parties represents that he is a duly authorized agent of his respective principal.

Owner: City of Grand Island
a Nebraska Municipal Corporation

Signature: Roger G. Steele

Printed Name: Roger G. Steele

Title: Mayor

Date: 3-27-2024

A/E: Big Muddy Workshop, Inc.

Signature: John Royster

Printed Name: John Royster

Title: President & CEO

Date: March 15, 2024

Approved as to form: [Signature]
City Attorney