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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Gregg Mandsager, City Administrator
CC: Fran Donelson, Secretary
FROM: Randy Hill, Public Works Director
DATE: October 13, 2015
RE: Agreement for Professional Services – Update Master Plan for Riverside Park

INTRODUCTION:

The City of Muscatine is in need of an updated master plan for Riverside Park. The last one was done more than 25 years ago. The timing of this update is ideal as it will dovetail with the upcoming Mississippi Drive Corridor project.

BACKGROUND:

Key considerations for this master plan include incorporating the 2013/14 University of Iowa Sustainable Community goals and objectives; considering the BCBS Blue Zones Demonstration recommendations; integrating with the performing arts community and addressing the initiatives developed by the Mayor's Community Improvement Action Team (CIAT). The Master Plan update will feature the riverfront as an asset, promote additional recreational activities, support community wellness, and continue to promote Muscatine's downtown as an opportunity for investment. The parameters of the project area will be from the railroad floodgates to the marina.

RECOMMENDATION/RATIONALE:

The SmithgroupJJR engineering firm was responsible for the previous Master Plan. The objectives for this plan are to retain current desirable uses, develop new programmatic uses, strengthen ties to the CBD, compliment new development patterns like the proposed hotel, and build on existing and proposed trail connections. Ideas and illustrations will be used in public and stakeholder discussions to resolve location and/or design aesthetics of a riverfront amphitheater, the treatment of the shoreline, connectivity to Mississippi Dr., the possibility of a river cruise boat dockage and establish costs. Through the master planning review process and

**"I remember Muscatine for its sunsets. I have never seen any
on either side of the ocean that equaled them" — Mark Twain**

public feedback, which will include representatives from CIAT, Blue Zones, Council, stakeholders and others, priorities will be validated.

Using the resources of SmithgroupJJR (Riverfront) coupled with Bolton-Menk (Mississippi Dr.) the City will be establishing a well-conceived and well-designed plan for the Central Business District.

The following are the funding sources for the Master Plan Project:

- Capital Project Balance (formerly allocated for the Tree Grates Project): \$20,000
- WPCP Fund (Operations): \$10,000
- Insurance Trust Fund: \$10,000

It is staff's recommendation to enter into a Professional Services Agreement with SmithgroupJJR for an Updated Master Plan for Riverside Park.

BACKUP INFORMATION:

1. Agreement for Professional Services – Updated Master Plan for Riverside Park
2. Cost Proposal

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October 5, 2015

Mr. Randy Hill
Director of Public Works
City of Muscatine
1459 Washington St.
Muscatine, Iowa 52761

Re: Professional Services for
Update Master Plan for Riverside Park
Muscatine, Iowa

Dear Randy:

Per our recent visit and discussions, the following is an overview of quick planning workshop process, which will evaluate the current conditions, integrate current planning initiatives, investigate alternative concepts, establish land use priorities, identify associated project construction budgets, and investigate potential permitting process. A preliminary master plan will be developed based on the consensus of the most desirable programmatic elements as a result of the workshop feedback. The process and efforts will, at a minimum, include evaluating the possibility of incorporating a public amphitheater, rethinking the existing boat ramp, evaluating onsite parking and the possibility of accommodating visiting river cruise boats.

UNDERSTANDING OF THE PROJECT

The City of Muscatine is in need of an updated master plan for Riverside Park. The timing of this update is ideal as it will dovetail with the upcoming Mississippi River Drive corridor enhancements. Other key considerations for this effort include responding to the goals and objectives of 2013-14 University of Iowa Sustainable Community project, considering the BCBS Blue Zones Demonstration recommendations, integrating with the performing arts community and addressing the initiatives developed by Community Improvement Action Team. In short, this project would continue the successful incremental enhancement of Muscatine's downtown riverfront. The master plan update will continue to feature the riverfront as an asset, promote additional recreational activities, support community wellness, and continue to promote Muscatine's downtown as an opportunity for investment. The project planning will examine the area from the railroad floodgates and adjacent small plaza at the western end to the small recreational marina on the eastern end of Riverside Park.

PROJECT APPROACH

SGJJR will provide original illustrations and applicable precedent images to help convey the planning concepts. The updated Master Plan will seek to retain current desirable uses, develop a consensus on new programmatic uses, strengthen ties to the downtown, acknowledge new development patterns like the proposed hotel, and build on existing and proposed trail connections. The materials developed will be used in public and stakeholder discussions to resolve the potential location and/or design aesthetic of a riverfront amphitheater, the treatment of the shoreline, river cruise boat dockage, the proposed connections to Mississippi Drive, establish

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project construction budgets and identify regulatory issues and clarify procedural requirements. Through the master planning review process and public feedback, priorities will also be validated. The planning process will engage City Staff and require the formation of a project working committee by the city. The working committee should include as a minimum a representative from the Mayor's Community Improvement Action Team and Blue Zones, City Staff, a Council Representative and a citizen at large. Input from a strategic stakeholder group can include representatives of the regulatory agencies, the downtown business organization, the chamber and tourism, the railroad an appropriate youth representative, a representative of the elderly community, arts community and the wellness /health institutions.

SCOPE OF SERVICES – BASIC SERVICES

SmithGroupJJR (SGJJR) process will be started and grounded by a multi-day workshop which will engage the above mentioned people to rapidly evaluate potential uses and programmatic elements on the riverfront, build a shared understanding of the existing conditions, and freely discuss ideas which will be translated into planning alternatives. It is critical that technical information, programmatic elements and public feedback developed as part of the dialogue on Mississippi Drive corridor project design dialogue be shared and incorporated into this effort.

Task 1A: Kick-Off Meeting – Video Conference

Organizational Meeting

The initial kick-off meeting will confirm the overall project schedule, identify milestone dates and associated deliverables, develop a draft schedule and identify communication protocols and project contacts. Meeting participants will include SGJJR, City staff, and others as identified by the city (hereafter collectively referred to as project working committee).

Task 1B: Site Visit and Workshop, (Stakeholder Input, and Riverfront Program Validation)

SGJJR will travel to the site and tour the project area with the Project Committee. Following the site tour the SGJJR team will engage in a dialogue with the Project Working Committee to define the program for the Riverfront Park. During a working lunch the selected Stakeholder members have an opportunity to share their perspective on the issues and opportunities for the continued upgrade and development of Riverside Park.

That afternoon the team will synthesize the observations and comments shared by all. The team will start developing an opportunities diagram, to summarize the programmatic information received and start looking at developing two programmatic diagrams overlaying programs and site capacity to accommodate the desirable programmatic elements.

A public meeting can be facilitated that evening to review the overall project goals, identify milestone dates and continue the process of identifying community goals and objectives for the riverfront. SGJJR will lead this session with support from City staff.

Task 1C: Morning Debriefing Meeting

Prior to departing the next morning the SGJJR Team will meet with key City Staff and Project Committee leadership to summarize what was observed , discussed, heard and diagrammed over the past twenty-four hours.

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Deliverables:

- Memorandum - Design Program & Stakeholder Feedback
- Meetings – Project Working Committee, Stakeholders and Public

Task 2: Master Plan Alternatives

Based on the feedback results of the kick-off meetings, SGJJR will create concept alternatives. The alternatives will suggest options for the various programmatic elements including potential locations for seating and gathering spaces, river cruise boat dockage, river's edge treatments, potential art installations, trail connections and parking. SGJJR will produce two Master Plan alternatives. Graphics produced as part of this task will illustrate ideas in plan-view supported by illustrative hand graphics which may include some but not necessarily all of the following [elevation studies, illustrative cross sections and 3D sketches].

Upon completion of the alternatives, SGJJR will facilitate a video meeting with the Project Working Committee and/key City Staff to discuss the two alternatives. As part of this presentation, SGJJR will facilitate a prioritization exercise to gain feedback from the City.

Programmatic priorities and the preferred elements from each of the alternatives will be identified as the final development program for development of the final master plan.

Deliverables:

- 2 Alternative Concepts (including supplemental graphics)
- Prioritization exercise and program summary of elements for Final Master Plan
- Video Meeting – Project Working Committee and key City Staff

Task 3: Draft Riverside Park Master Plan

Based on feedback from review of the alternatives, SGJJR will generate a draft Riverside Park Master Plan Update. To help establish budgets and support strategic implementation, an Opinion of Probable Construction Cost (OPCC) for all major project components will be generated from this plan. Supplemental graphics including a plan-view rendering, illustrative cross sections and 3D illustrations will also be prepared. The graphics will be compiled into a brief summary document that will describe the major elements and related costs.

Upon completion of the draft plan and associated support materials, SGJJR will organize a video conference presentation with the project working committee and key City Staff to review and discuss the draft plan.

Deliverables:

- Draft Master Plan
- Master Plan Summary consisting of supplemental graphics and OPCC.
- Video Presentation – Project Working Committee and key City Staff

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Task 4: Final Riverside Park Master Plan

Feedback from review of the draft plan will be used to generate a final Riverside Park Master Plan. An updated Master Plan summary will include revised graphics, updated OPCC, and prioritization table. Once the final materials are complete, SGJJR will transmit them to City staff for review and confirmation in advance of any upcoming public Presentations.

Following completion and confirmation of the final documents, SGJJR and City staff will organize a public meeting to unveil the final plan. Any revisions resulting from this session will be integrated into the final document prior to transmitting it to the City for formal approval/adoption.

Deliverables:

- Final Riverside Park Master Plan
- Updated Summary of supplemental graphics, OPCC and prioritization table.
- Presentation – Public Meeting

ASSUMPTIONS

The City will responsible for completing the following tasks prior to and as part of the ongoing project:

- Provide available mapping, orthophotography, survey, topography, geotechnical information, adjacent planning/design projects and existing conditions background information. Information should be provided in digital (AutoCAD or GIS) format whenever possible.
- Identify and organize a project working committee. The group will be responsible for providing direction to SGJJR and decision making throughout the process.
- Identify and lead the engagement and notification/invitation efforts with project stakeholders.
- Identify and reserve space for all meetings.
- Develop announcements and send out invitations for all meetings.

Unless otherwise specified and for each task, all meetings will be scheduled to occur on the same day unless otherwise specific within the Scope of Work. All deliverables will be provided to the City in Adobe Acrobat (.pdf) format for City reproduction.

PREPARATION OF DIGITAL DATA

In the event SGJJR is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SGJJR's services may be represented in the Digital Data, this being in the sole discretion of SGJJR. Accordingly, although SGJJR will endeavor to represent all material elements of SGJJR's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

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CLIENT RESPONSIBILITIES

The Client will provide all available data in a timely manner in order to meet the deadline dates. Please send any historic and existing conditions data the City may have regarding the project area or adjacent projects.

1. Current Property Boundaries/Ownership, ROW, Easements
2. Existing Topographic Survey
3. Bathymetric Survey
4. Geotechnical Data
5. Primary Utility Structures
6. Current Planning Projects in the area
7. Policy and Applicable Zoning and Building Codes
8. Schedule and Milestone Dates
9. Reservation of all meeting facilities and necessary furnishings [food and beverages as applicable]
10. Announcements and invitations to all intended parties

SGJJR is requesting that data be provided in an electronic format where available.

SCHEDULE

SGJJR proposes to work with the City to develop an appropriate schedule to complete the above described tasks. If any additional services are needed or requested, or if project delays outside of the control of SGJJR occur, this schedule will need to be adjusted.

COMPENSATION

The City of Muscatine shall compensate SGJJR for the scope of services outlined above for a fixed fee lump sum of \$40,000, inclusive of all labor and expenses.

ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SGJJR (if given verbally), and the work will commence upon City of Muscatine's approval of an estimated fee for that effort.

INDEMNIFICATION

It is agreed to by City of Muscatine in the event documents prepared by SGJJR are incorporated by City of Muscatine as a part of the construction contract, SGJJR will be provided an opportunity to review the proposed general conditions of the construction contract. Any terms and conditions that are beyond those normally and customarily provided by design professionals similarly situated will not be a part of SGJJR's obligations.

Further, such general conditions shall contain an indemnification provision extending from the Contractor to both City of Muscatine and SGJJR. Also, both City of Muscatine and SGJJR shall be named as an Additional Insured on Contractors general liability insurance.

PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

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All payments due to SGJJR shall be made monthly upon presentation of the statement of services rendered. All payments due SGJJR under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SGJJR shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. City of Muscatine covenants and agrees that:

- 1) The Files are Instruments of Service of SGJJR, the author, and/or Work Product of SGJJR, as the case may be
- 2) In providing the Files, SGJJR does not transfer common law, statutory law, or other rights, including copyrights;
- 3) The Files are not Contract Documents, in whole or in part; and,
- 4) The Files are not As-Built files. City of Muscatine agrees to report any defects in the Files to SGJJR, within 45 days of the initial Files transmittal date (Acceptance Period). It is understood that SGJJR will correct such defects, in a timely manner, and retransmit the Files. City of Muscatine further agrees to compensate SGJJR, as Additional Services, for the cost of correcting defects reported to SGJJR after the Acceptance Period. City of Muscatine understands that the Files have been prepared to SGJJR's criteria and may not conform to City of Muscatine drafting or other documentation standards. City of Muscatine understands that, due to the translation process of certain CADD formats, and the transmission of such Files to City of Muscatine that SGJJR does not guarantee the accuracy, completeness or integrity of the data, and that the City of Muscatine will hold SGJJR harmless for any data or file clean-up required to make these Files usable. City of Muscatine understands that even though SGJJR may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that City of Muscatine will hold SGJJR harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. City of Muscatine agrees, to the fullest extent permitted by law, to indemnify and hold SGJJR harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by City of Muscatine.

Under no circumstances shall transfer of Files to City of Muscatine be deemed a sale by SGJJR. SGJJR makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, City of Muscatine AGREES THAT THE TOTAL LIABILITY OF SGJJR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SGJJR UNDER THIS AGREEMENT.

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MISCELLANEOUS PROVISIONS

SGJJR will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. City of Muscatine acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SGJJR cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SGJJR's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SGJJR to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SGJJR of liability of any other party.

SGJJR will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. City of Muscatine acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SGJJR cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

SMITHGROUPJJR (Signature)

Owner (Signature)

(Printed name and title)

(Printed name and title)

Date _____

Date _____