



City of Loveland Recreation Board Memorandum

DATE: February 3, 2021

TO: Mayor and Council

FROM: David Kennedy
City Manager

SUBJECT: Nisbet Park Mini-Plan

Background

There is little argument that Nisbet Park is the city's signature park. Its location along the Little Miami Scenic Bike Trail lends itself to visitors to the downtown business district along with those utilizing the trail. Numerous improvements to the park have been completed during the past five years, and just recently a significant project was completed with a new roof, skylights, doors, drinking fountain, and an interior and exterior painting of the park's restrooms. Also, through the use of CARES Act funding related to the pandemic, touchless fixtures were added to the restroom's sinks and toilets. Thanks to the efforts of a local Boy Scout, Leyton Hubers, his eagle scout project included repairs to the picnic shelter directly adjacent to the restrooms. Leyton also completed new landscaping in the vicinity of the shelter.

While improvements have been completed to Nisbet Park, it is the consensus of staff that a plan for the city's signature park be completed before commencing with future projects. With that, the 2021 budget included funding for said plan. Recently, the city secured the services of KZF Design to complete the plan (see attached proposal). To help facilitate this plan, the recreation board should play an active role. The board can discuss the structure of their role at the February 3, meeting.

Attachments:

KZF Loveland Nisbet Park MiniPlan - Proposal



February 19, 2020

Dave Kennedy, City Manager
 City of Loveland
 120 West Loveland Avenue
 Loveland, OH 45140

KZF Design is pleased to present the City of Loveland (CLIENT) with this proposal for professional planning services for the Nisbet Park Master Plan. This proposal includes planning, design recommendations and cost estimating. Gayle A. Frazer, Landscape Architect, will be a subconsultant on the team for landscape architecture services.

PROJECT UNDERSTANDING

The City of Loveland wishes to create a Master Plan for Nisbet Park to create a vision for park improvements and to create a phasing plan for projects and funding. The City would like to revitalize the park and create a sense of place that improves the overall experience of visitors from inside and outside of Loveland.

SCOPE OF WORK

The following list of tasks are proposed to prepare the Master Plan:

Data Collection and Base Mapping

- Confirm project limits with the City
- Review key related initiatives, planned projects and relevant plans
- Obtain current GIS data from CAGIS
- Develop project base mapping

City Visioning Session

- Conduct one (1) visioning session with City staff to determine goals and objectives for the Nisbet Park Master Plan. This meeting will cover a variety of topics such as:
 - Confirm project scope, approach, deliverables and schedule.
 - Discuss vision, goals and objectives for the project.
 - Present and review examples of design approaches to establish preferences.
 - Identify phasing approaches.
 - Identify project budget range(s) for implementation and funding strategies.
 - Do a park site walk with participants.

Evaluate Existing Conditions

- Conduct field reconnaissance to observe existing conditions. This will include a site inventory and location plan of the existing woods line, existing tree and landscape items. Will do a cursory assessment of tree health.

Design Concepts and Recommendations

- The design concepts and recommendations will outline improvements and physical changes to Nisbet Park. The recommendations will incorporate a variety of elements as confirmed at the Visioning Session and includes items such as:
 - Two Preliminary Site Concept Plans with identified project elements and areas.

- o Elevations of gateway elements such as the entrance(s) into Nisbet Park, entrance to the pathway towards the Little Miami River and other identified areas.
- o Product information for site furniture and a proposed new gazebo.
- o Proposed Phasing.
- o Preliminary Cost Estimates.

City Review Meeting

- The Design Concepts and Recommendations will be presented to and reviewed by City staff. Based on the review comments the design concepts and recommendations will be updated as required with a preferred alternative selected.

Nisbet Park Master Plan and Cost Estimate

- The master plan report and cost estimate will be finalized. Three (3) printed copies and an electronic copy will be provided.

Final Master Plan Review Meeting

- Will meet with City Staff to present the Final Master Plan.

DELIVERABLES

One (1) Existing Conditions/Site Analysis Map

Two (2) Design Concepts with a Preferred Alternative Identified

Elevations of gateway park features

One (1) Planning-level Cost Estimate of Preferred Alternative

One (1) Phasing Plan

One (1) Final Master Plan Report

SCHEDULE

The schedule will be determined upon notice to proceed.

MEETINGS

- One (1) visioning session with City staff
- One (1) review session with City staff
- One (1) meeting to present final master plan

ADDITIONAL SERVICES NOT INCLUDED IN THIS PROPOSAL

In the event the City of Loveland requests additional services such as those described herein, they can be provided on an hourly rate basis in accordance with KZF's Rate Schedule. Additional services available would include:

- Presentation to City Council
- Detailed engineering and site design services
- Architecture or building design services
- Signage and wayfinding design services
- Drone footage during construction
- Building evaluations/assessments
- Grant writing and administration
- Programming/scope definition
- Environmental documentation

CLIENT RESPONSIBILITIES

1. Provide KZF a current copy of GIS files (electronic version), all levels available.
2. Provide KZF any previous reports, plans or other relevant documents.
3. Manage/facilitate stakeholder involvement to ensure participation at client review periods.

COMPENSATION

For the basic Scope of Services defined herein, KZF Design proposes a lump sum fee of \$14,500.00. Additional services beyond the scope of this proposal will be billed on an hourly rate basis, with authorization by the City of Loveland.

KZF shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. Progress payments shall be based on the percentage of the work complete at date of invoice. In addition to the compensation for professional services, KZF shall be reimbursed for out of pocket expenses in accordance with the attached Schedule HR-1880.

MISCELLANEOUS PROVISIONS

- a) This Agreement is binding upon and inures to the benefit of the parties hereto, their partners, successors, assigns, and legal representatives. Neither CLIENT nor KZF shall assign this Agreement without the written consent of the other.
- b) This Agreement represents the entire agreement between the CLIENT and KZF and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and KZF.
- c) If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from the Agreement, but such invalidity shall not affect other provisions that can be given effect without the invalid provisions.
- d) All reports, drawings, specifications, field data, calculations, estimates and other documents prepared by KZF for this Project shall remain the property of KZF. The CLIENT shall be permitted to retain copies, including reproducible copies of the drawings and other documents for information and reference in connection with the CLIENT's use and occupancy of the Project.
- e) Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other.

RISK ALLOCATION

The CLIENT agrees that to the fullest extent permitted by law, KZF's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, arising out of this Agreement from any cause or causes shall not exceed the portion of fee KZF has earned.

TERMINATION

This Agreement may be terminated by either party upon seven (7) calendar days written notice. In the event of termination, KZF shall be paid by the CLIENT for all services performed to the date of termination. All documents and drawings developed on behalf of the CLIENT shall remain the

property of KZF. Copies of all documents, including reproducibles, shall be furnished to the CLIENT at cost.

Thank you for the opportunity to offer these services. If the terms and conditions stated herein are acceptable to you, please acknowledge by signing below and returning one executed copy to our office. This will be our agreement to provide these services and will serve as a notice to proceed.

Sincerely,
KZF Design Inc.



Lynn Zuch, AICP, LEED AP
Project Manager

cc: file

APPROVED AND ACCEPTED

This _____ day of _____, 20____
City of Loveland

By _____

Title _____

2020 HOURLY RATE SCHEDULE - BY CATEGORY (SCHEDULE HR-1880)

<i>Category</i>	<i>Rate</i>
Senior Principal	\$250
Principal	\$215
Senior Project Manager	\$175
Project Manager	\$165
Senior Project Designer	\$165
Project Designer	\$160
Senior Architect	\$170
Architect	\$150
Senior Engineer	\$185
Engineer	\$165
Senior Interior Designer	\$150
Interior Designer	\$125
Senior Planner	\$150
Community Planner	\$120
Specifications Writer	\$150
Senior Construction Administrator	\$170
Construction Administrator	\$140
Graphic Artist	\$100
Senior CAD Technician	\$120
CAD Technician	\$105
Clerical/Junior Technician	\$90

Rates effective through December 31, 2020. A new schedule will be provided on January 1, 2021.

Reimbursable Expenses

Reimbursable expenses will be billed at cost plus ten percent (10%) fee for KZF's management and coordination. The following are considered typical reimbursable expenses:

- Travel, lodging, meals and living expenses
- Blueprints and other printing
- Public meeting displays and large format b/w and color plots
- Postage, delivery and freight
- Permit fees (if not paid directly by client)
- Electronic Files
- Rental of Specialized Equipment
- Outside Consultants (as required)