

MCCOOK CITY COUNCIL

REGULAR MEETING

**Monday, December 23, 2024
12:00 PM - City Council Chambers**

Roll Call.

Open Meetings Act Announcement.

Call to Order.

Items.

1. Approve an agreement between the City of McCook and Mammoth Sports Construction for professional engineering services related to the creation, development and execution of design, development, and pre-construction services for a new sports complex with a portion of said engineering costs to be paid for using the City of McCook's remaining ARPA funds.

Adjournment.

**CITY MANAGER'S REPORT
DECEMBER 23, 2024 MCCOOK CITY COUNCIL SPECIAL MEETING**

ITEM NO. 1 Approve an agreement between the City of McCook and Mammoth Sports Construction for professional engineering services related to the creation, development and execution of design, development, and pre-construction services for a new sports complex, with a portion of said engineering costs to be paid for using the City of McCook's remaining ARPA funds.

BACKGROUND:

The City of McCook is ready to proceed with the design of a sports complex project. On November 21st, the McCook Sports Complex Committee interviewed five firms to provide professional engineering services related to the creation, development and execution of design, development, and pre-construction services for a new sports complex. Mammoth Sports Construction was selected by the Committee as their preferred engineer. The McCook City Council accepted and approved the Sports Complex Committee's recommendation on December 2nd.

It is necessary to enter into a contract with Mammoth Sports Construction in order to begin the design work associated with the new sports complex. The agreement will obligate both the City of McCook and Mammoth Sports Construction to perform certain responsibilities. In return for Mammoth Sports Construction's services, the City of McCook will compensate Mammoth Sports Construction at the base amount of \$680,000. Said fee is based upon an estimated build-out cost of \$15,000,000. The agreement is attached hereto for the City Council's consideration. Of note, the City of McCook has \$164,889.96 of remaining ARPA funds that must be obligated by December 31, 2024. Staff recommends utilizing the remaining ARPA funds to help pay a portion of Mammoth Sports Construction's contractual fee.

APPROVALS:



Nathan A. Schneider, City Manager

December 19, 2024



Lea Ann Doak, City Clerk

December 19, 2024



Kyle Potthoff, Public Works Director

December 19, 2024

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AGREEMENT FOR DESIGN, DEVELOPMENT & PRE-CONSTRUCTION SERVICES

This AGREEMENT FOR DESIGN, DEVELOPMENT & PRE-CONSTRUCTION SERVICES ("Agreement") is made and entered into this 23rd day of December 2024 ("Effective Date"), by and between the **City of McCook, Nebraska**, 505 West C St McCook, NE 69001 ("the City"), and **Mammoth Sports Construction, LLC**, and/or its assigns, with a principal place of business at 601 E Wyandotte Street, Meriden, KS 66512 ("Mammoth") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, the City requests the creation, development and execution of design, development & pre-construction services for a new sports complex, and related facilities, to be known as the McCook Sports Complex in McCook, NE ("Project"); and

WHEREAS, the City publicly issued a Request For Qualifications ("RFQ") seeking to prequalify a firm to design, prepare construction documents, bid and oversee the construction of the McCook Sports Complex; and

WHEREAS, after review of RFQ submissions and the holding of public interviews, the City has selected Mammoth as the most qualified firm to provide the services requested by the City; and

WHEREAS, Mammoth has the requisite expertise and experience to provide such services to the City, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Mammoth shall furnish all services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the "Scope of Services" set forth in **Exhibit A**, attached hereto and incorporated herein by reference and known as **Exhibit A - Scope of Design, Development & Pre-Construction Services – McCook Sports Complex**.

B. A change in the Scope of Services for the Project shall not be effective unless authorized as an amendment to this Agreement. If Mammoth proceeds without such written authorization, Mammoth shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.



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C. The Parties agree that time is of the essence to perform the duties and obligations contemplated herein. Upon the City's execution of this Agreement, Mammoth shall commence the initial Scope of Services as contemplated by **Exhibit A**.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Mammoth completes the Scope of Services for the Project to the satisfaction of the City or until terminated, as provided herein.

B. Either Party may terminate this Agreement upon thirty (30) calendar days' advance written notice. In the event the City terminates this Agreement, the City shall pay Mammoth for all work completed by Mammoth for the Project prior to the effective date of termination. If, however, Mammoth or the City has substantially or materially breached this Agreement, Mammoth or the City shall have any respective remedy or right of set-off available in law or equity.

III. COMPENSATION

A. In consideration for performance of the Scope of Services, Pre-Construction and Design Services for the Project performed by Mammoth, the City shall pay Mammoth fees and expenses as set forth in **Exhibit A** attached hereto. Unless otherwise stated within **Exhibit A**, or further agreed by the City and Mammoth in writing, this amount shall include all fees, costs and expenses incurred by Mammoth, and no additional amounts shall be paid by the City for such fees, costs, and expenses. Mammoth may submit periodic invoices, based upon percentage of work complete, which shall be paid by the City within thirty (30) calendar days of receipt.

B. The City's review, approval, or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

IV. MAMMOTH'S REPRESENTATIONS

A. Mammoth hereby represents that it is qualified to assume the responsibilities of the design for the Project and render the services described herein. The work performed by Mammoth shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing firms in the same or similar type of work in the applicable community. The work and services to be performed by Mammoth hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations. Mammoth further represents that it is authorized to perform work in the State of Nebraska, and currently maintains or will retain (prior to initiating any applicable work) all regulatory approvals, licenses and other requirements to perform the Project.

B. Because the City has hired Mammoth for its expertise, Mammoth agrees not to employ subcontractors to perform any work under this Agreement except as expressly set forth in



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the Scope of Services set forth in **Exhibit A**, unless as otherwise agreed in advance by the City and Mammoth in writing.

C. Because the City has hired Mammoth for its expertise, the City agrees not to employ or engage any other entity or individual to perform the same or similar work as set forth in this Agreement, the Scope of Services set forth in **Exhibit A**, unless expressly agreed, in writing and in advance, by the City and Mammoth.

V. OWNERSHIP

A. Upon completion of Mammoth's work under this Agreement, any materials, items, and work specified in the Scope of Pre-Construction Services for **Exhibit A**, and any and all related documentation and materials provided or developed by Mammoth, for the Project shall be exclusively owned by the City. Mammoth expressly acknowledges and agrees that all work performed under the Scope of Services for Exhibit A constitute a "work made for hire." To the extent that such services do not constitute a "work made for hire," Mammoth hereby transfers, sells, and assigns to the City all its right, title, and interest in such work upon completion; provided that the City may not with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing advanced written notice to or receiving written consent from Mammoth.

B. If the City reuses or modifies Mammoth's estimates, concepts, designs, documents or work product without the prior written authorization of Mammoth, the City agrees, to the fullest extent permitted by law, to release Mammoth, its officers, members, directors, employees and agents from all claims and causes of action arising from such uses, and shall indemnify and hold them harmless from all costs and expenses, including the cost of defense, related to claims and causes of action to the extent such costs and expenses arise from City's modification or reuse of the documents.

C. The City expressly acknowledges and agrees that any and all design, data, interest, information (proprietary or non-proprietary), marks (trade, service, word or otherwise, registered and unregistered), logos, or other material(s) and/or products previously created and in existence for Mammoth shall be exclusively owned, retained, reserved, and held by Mammoth. The City shall not use any documents or data derived from this Agreement without the prior authorized written consent of Mammoth.

D. The City expressly acknowledges and agrees that the documents and data to be provided by Mammoth under the Agreement may contain certain design details, features, and concepts from Mammoth's own practice detail library, which collectively may form portions of the design for the Project, but which separately, are, and shall remain, the sole and exclusive property of Mammoth. Nothing herein shall be construed as a limitation on Mammoth's right to reuse such component design details, features, and concepts on other projects, in other contexts or for other clients.



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VI. INDEPENDENT RELATIONSHIP

Notwithstanding any other provision of this Agreement, all personnel assigned by Mammoth to perform work under the terms of this Agreement shall be, and remain, at all times, employees and/or agents of Mammoth for all purposes. Mammoth shall not represent that it is an employee of the City for any purposes of this Agreement.

VII. INSURANCE

A. Mammoth agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Mammoth pursuant to this Agreement. At a minimum, Mammoth shall procure and maintain, and shall cause any sub-contractor, if applicable, to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the City.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision, and shall include the City and the City's officers, employees, and Mammoth as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Automobile Liability insurance with minimum limits of \$1,000,000 for each claim.
4. Professional liability insurance with minimum limits of \$1,000,000 for each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees or Mammoth as its consultant shall be excess and not contributory insurance to that provided by Mammoth. Mammoth shall be solely responsible for any deductible losses under any policy.

C. Upon request, Mammoth shall provide the City a certificate of insurance as evidence that the required policies are in full force and effect.



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VIII. INDEMNIFICATION

A. Mammoth agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Mammoth, or any officer, employee, representative, or agent of Mammoth, or which arise out of a worker's compensation claim of any employee of Mammoth. Mammoth's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Mammoth, any Sub-contractor of Mammoth, or any officer, employee, representative, or agent of Mammoth or of any Subcontractor of Mammoth.

IX. MISCELLANEOUS

A. Counterpart & Electronic Signature. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The Parties hereto acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include digital versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign) of an original signature.

B. Survival. Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive the date of this Agreement.

C. Consent Use of Project Information. Mammoth, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Mammoth's work on the Project, for use in Mammoth's business portfolio or as related to Mammoth's marketing and advertising ("Promotional Work"). The City acknowledges and understands that the City's Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. Such consent and agreement of City herein shall apply during the term of this Agreement and survive thereafter, without limitation, and allow Mammoth, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.



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D. Choice of Law and Dispute Resolution.

1. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Nebraska.
2. Except for a claim of injunctive relief, and subject to ten (10) calendar days advanced written notice and an opportunity to cure, before a Party initiates any court proceeding or enforcement proceeding in connection with any alleged breach of this Agreement, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than ninety (90) calendar days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the following provisions.
3. Subject to first complying with Section IX.A.2., in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute, or claim to the District Court of Red Willow County, Nebraska. Each of the Parties to this Agreement hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or through this Agreement in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such Court.

E. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

F. Third Parties. There are no intended third-party beneficiaries to this Agreement.

G. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.



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H. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

I. Modification. This Agreement may only be modified upon written agreement of the Parties.

J. Assignment. Unless stated otherwise herein, neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the advanced written consent of the other.

K. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

L. Integration. This Agreement, to the extent applicable by law, hereby incorporates the **Exhibit A** for Scope of Design, Development & Pre-Construction Services and constitutes the entire Agreement between the Parties, superseding all prior oral or written communications, as to the nature of the work identified herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MCCOOK, NEBRASKA

By: _____

Name: _____

Title: _____

MAMMOTH SPORTS CONSTRUCTION, LLC

By: _____

Jacob Farrant, CEO



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EXHIBIT A SCOPE OF DESIGN, DEVELOPMENT & PRE-CONSTRUCTION SERVICES

McCook Sports Complex

This Exhibit A is incorporated into the accompanying Agreement for DESIGN, DEVELOPMENT & PRE-CONSTRUCTION SERVICES dated the 23rd day of December 2024.

BETWEEN the Owner:

City of McCook, Nebraska ("Owner")
505 West C St.
McCook, NE 69001

and the Design, Development & Pre-Construction Service Provider:

Mammoth Sports Construction, LLC ("Mammoth")
601 E Wyandotte St
Meriden, KS 66512

for the following Project:

McCook Sports Complex in McCook, Nebraska

The Owner and Mammoth agree as follows:

McCook Sports Complex Design & Pre-Construction Scope of Work

- Mammoth to develop overall conceptual design of sports facilities, accessory buildings, related amenities, with Mammoth leading the development of submittals. Mammoth to lead design and development of construction documents for construction of the McCook Sports Complex.
- Develop and provide a pro forma, and economic impact study, and associated presentation deck to Owner, related to the Project.

Phase 1- Concept Design/Market & Financial Analysis

- Mammoth will provide conceptual plans & renderings, cost estimates and design construction schedules associated with Project for Owner.
- Provide Owner market-financial forecast-impact analysis, as related to the Project.



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Areas of Focus and Project Deliverable to include:

1. Verification of facility programmatic needs for sports field number and sizes, and additional site amenities, anticipating the following at a minimum:
 - a. Mixture of sports fields and amenities to align with market and area needs.
 - b. Accessory structures to support sports activities.
 - c. Seating and shade structures.
 - d. Playground and picnic structures.
 - e. Indoor Training facilities.
 - f. Outdoor Courts, Skating Rink and Splash Pad.
 - g. Retail and Residential opportunities.
2. Develop concept for site development anticipating drainage and utility connection.
3. Coordinate required parking and vehicle access with existing adjacent development.
4. Identify local building code and operational needs.
5. Develop Conceptual Imagery, Preliminary Project Costs and Construction Schedule.
6. Provide final document for Owner use in community and stakeholder engagement.

In order to develop the Conceptual Design for the Project, Mammoth will utilize the following design steps:

1. Visioning and Goals.
2. Data Gathering/User Meetings.
3. Program Verification.
4. Test Concepts with Owner.
5. Final Deliverable.

Upon conclusion of Phase 1, Mammoth agrees to present Final Deliverable to the City and/or the City Council, either by virtual or in-persons format.

Phase 1- Construction Documents

- Design Scope and Fee for Phase 1 based upon an anticipated Project budget of Fifteen Million Dollars (\$15,000,000.00), including:
 - Synthetic Turf Sports Fields, including:
 - One (1) Championship Baseball Field
 - One (1) Championship Softball Field
 - Four (4) Softball fields with accommodation for multiple/variable outfield fence, base and pitching distances.
 - Two (2) Soccer Fields (Youth and Adult)
 - Sports Lighting, including:



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- Equipment and structures for dugouts and press box facilities, as applicable per field use.
 - Practice Areas
 - Batting Cages
 - Facilities Structure to include:
 - Concessions
 - Restrooms
 - Storage
 - Officials/Umpires area
 - Seating and Shade/Protection Structures
 - Protected Playground Area
 - Picnic Area with Shade Structures
 - Parking and Lighting for Complex
- Documentation and Construction/Permit Set to coincide with related City required submittals.

Scope to include:

1. Design Development
 - a. Beginning from the completed “Phase 1 – Conceptual Design and Market Analysis; Mammoth will further refine design for construction and final alignment with Owner’s project budget and timeline.
 - b. Mammoth anticipates utilizing an expedited design and construction process utilizing multiple Bid Packages to allow early construction procurement and mobilization.
 - c. Design development will include further refinement/development of following aspects:
 - i. Operational compatibility, safety, and security.
 - ii. Material palette.
 - iii. Accessibility.
 - iv. Code Compliance and coordination with local authorities having jurisdiction.
 - v. Alignment with budget and construction timeline.
 - d. Hold regular Design Coordination meetings with Mammoth and Owner teams.
 - e. Develop site plans, building plans, equipment layouts, elevations, and site imagery.
 - f. Coordinate engineering needs including Civil, Mechanical, Electrical and Plumbing design.
 - g. Update Project Schedule and Opinion of Probable Project Cost throughout process.



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2. Bid Package 1 – Site Grading, Infrastructure, Turf, and Long-Lead Items
 - a. Develop Bid Package incorporating Site Grading, Infrastructure Improvements, Turf Assembly and Long-Lead items anticipated to include:
 - i. Site Plan.
 - ii. Grading and Removal plans.
 - iii. Utility plans (Stormwater, Sanitary, Water and Electrical).
 - iv. Stormwater Management Plan.
 - v. Stormwater Pollution Prevention Plan.
 - vi. Field Layout, Grading and Drainage Plans.
 - vii. Sports Lighting Equipment procurement.
 - viii. Sports Equipment and Accessory procurement.
 - ix. Restoration and Planting Plan.
 - x. Utility Details.
 - xi. Long-Lead Building Systems or Site Amenities.
 - xii. Project Manual.
 - b. Submit Package for Partial Permit Review, Bid and Construction.
 - c. Continue Development of Scope for Bid Package 2, updating:
 - i. Building Plans and Elevations.
 - ii. Site Structures.
 - iii. Overall Site Imagery.
 - iv. Project Cost Model.
 - v. Project Schedule.
 - d. Hold regular Design Coordination meetings between Mammoth and Owner’s designated team.
3. Bid Package 2 – Vertical Construction and Final Site Amenities.
 - a. Develop Bid Package incorporating Buildings, Site Structures, and additional Site Amenity Improvements to include:
 - i. Site Plan.
 - ii. Paving layouts.
 - iii. Area lighting.
 - iv. Site Electrical.
 - v. Site Structures and Accessories.
 - vi. Site Details.
 - vii. Building Plans and Elevations.
 - viii. Finish Plans.
 - ix. Mechanical, Electrical and Plumbing Plans.
 - x. Building Details.
 - xi. Project Manual.
 - b. Submit Package for Final Permit Review and Construction.



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4. Project Construction and Coordination (By Amendment of this Agreement or by further Agreement by Owner and Mammoth.)
 - a. Mammoth shall provide Construction Services and/or Construction Management Services to the Owner for the following:
 - i. Development of Construction Clarifications based on final design, as approved by the City for the Project.
 - ii. Review of construction submittals and requests for information.
 - iii. Attendance at regularly scheduled Owner/Designer/Contractor meetings both virtually and on-site.
 - iv. Performance of Construction Services and/or Administration.
 - v. Review construction progress and provide verification of Substantial Completion.
5. Additional design, development and/or pre-construction scope may be added by written agreement to this Agreement, amendment as requested by Owner and approved by Mammoth.

Fees and Expenses for Design, Planning, Development & Preconstruction Services

Design Fees Phase 1 Concept and Scope: \$680,000.00

Mammoth proposes an estimated lump sum fee of \$680,000.00 for Pre-Construction & Design Services for Phase 1. The lump sum fee is to be billed incrementally per percentage of completion of the Final Deliverable. Reimbursable expenses, separate from the above-stated fee for Phase 1, shall not exceed \$15,000.00 (Fifteen-Thousand Dollars) unless otherwise authorized in writing by the Owner. Reimbursable expenses would include travel, meals, printing, and incidental costs related to the Project, with such expenses being submitted to Owner for reimbursement when incurred.

The Parties agree that if the design and pre-construction scope and services requested by the City under Phase 1 exceeds the anticipated proposed construction budget of \$15,000,000.00, the Owner shall pay to Mammoth the increased difference between the proposed construction budget of \$15,000,000.00, and the anticipated final Project Cost designed by Mammoth, based upon a standard fee schedule for such services.

Survey and/or Geotechnical Reports, as related and necessary for the Project, to be approved by the Owner in advance, with cost or expense to be invoiced by Mammoth directly to Owner for payment, separate from above stated fees and reimbursable expenses. The Owner understands that based upon the nature of the Project, one or more surveys and/or geotechnical reports may be required.



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Payment

Fees for Phase 1, and any subsequent approved Phases, to be billed/invoiced to Owner monthly and based upon percentage of work complete. Project expenses incurred and related to the Project, to be billed direct to Owner for payment, unless otherwise agreed by the Parties in writing.

Schedule

Upon execution of this Agreement, initial meetings, and development to begin in January 2025 and shall continue until completion. Upon commencement of Mammoth's work under this Agreement, it shall collaboratively work with the City to develop an anticipated schedule for design completion and construction for the Project.

Future Agreements for Construction and/or Construction Manager Services

Upon completion of Mammoth's services for Phase 1 under this Agreement, or as otherwise agreed by the Parties, Mammoth and the City agree to engage in good faith negotiations to develop and enter further agreements for Mammoth to perform construction or construction manager services the City for the Project as contemplated under this Agreement. Terms and condition for any further agreements shall be duly negotiated and agreed by the Parties.

This Exhibit A is incorporated into the Agreement as of the Effective Date, hereby acknowledged and entered as of the day and year first written above.

City of McCook, Nebraska

By: _____

Name: _____

Title: _____

Mammoth Sports Construction, LLC

By: _____
Jacob Farrant, CEO



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