

**AGREEMENT TO PERFORM
PROFESSIONAL
SERVICES FOR
GRAND ISLAND KAUFMANN CUMMINGS PARK PRELIMINARY DESIGN**

Kinghorn Horticultural Service, Inc. d.b.a. Dropseed Studio, *the design branch of Kinghorn Gardens (DROPSEED)* enters into this agreement for professional services with *the City of Grand Island working with the Grand Island Downtown Business Improvement Board (CLIENT)* for the *Kaufmann Cummings Park Preliminary Design*, located in Grand Island, Nebraska.

I. SCOPE OF SERVICES

- A. See Exhibit 'A' Scope of Services

II. FEE AND TIMING

- A. The Scope of Services items will be performed for a lump sum fee of *(nine-thousand dollars and zero cents) (\$9000.00)*, which *includes* the cost of all expenses associated with the production of the design work.
- B. The above Scope of Services will be initiated upon written authorization to proceed by the CLIENT. Completion will be commensurate with the Client's schedule.
- C. Any additional services shall be authorized in writing by the CLIENT prior to initiation and compensated in accordance with the attached rate schedule (Exhibit 'B').

III. PAYMENT

- A. Terms of payment for all work performed under this Agreement shall be net thirty (30) days from date of invoice.
- B. All fees due Kinghorn Horticultural Services, Inc. will be payable within thirty (30) days of receipt of such invoice showing work completed and the cost of said work. To each statement not paid within thirty (30) days, a service charge of one and one-half percent (1-1/2%) per month will be added to the unpaid balance.

IV. INDEMNITY AND LIMITATION OF LIABILITY

- A. The CLIENT agrees, at its own expense, to indemnify, defend and hold

harmless Kinghorn Horticultural Services, Inc., its successors and assigns and its shareholders, officers, directors, agents and employees, against any and all losses, costs, liabilities, damages and/or expenses brought against Kinghorn Horticultural Services, Inc., by any third party to the extent based on or arising from the Project or on any claim of breach of this Agreement by Kinghorn Horticultural Services, Inc., ("Third Party Claims"), excluding Third Party Claims that are the sole fault of Kinghorn Horticultural Services, Inc.

- B. Neither CLIENT nor Kinghorn Horticultural Services, Inc. shall be liable under this agreement, for any indirect, incidental, special, punitive or consequential damages. In no event will the total aggregate liability of Kinghorn Horticultural Services, Inc. for any claims, losses or damages arising out of this agreement exceed the total amount of fees and other consideration actually received by Kinghorn Horticultural Services, Inc. under this agreement. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of any other remedies.

V. TERMINATION

- A. This Agreement may be terminated upon ten (10) days written notice by either party. In the event of termination, the CLIENT will pay Kinghorn Horticultural Services, Inc. due compensation as specified herein for services performed up to the termination date including reimbursable expenses.


VI. APPLICABLE LAW

- A. The parties shall comply with and apply Nebraska law, without reference to the conflicts of laws provisions thereof, in the performance and interpretation of this agreement.

City of Grand Island
100 E 1st Street
Grand Island, Nebraska 68801


Kinghorn Horticultural Service, Inc
8024 North 28th Street, PO Box 12455
Omaha, Nebraska 68112


Signature _____ 1/28/14
Date


Signature _____ 1.20.14
Date

Jay Vavricek Mayor
Printed Name / Title

Thomas Bentley / Landscape Architect
Printed Name / Title


Stacy R. Nonhof / Asst. City Attorney

KAUFMANN CUMMINGS PARK PRELIMINARY DESIGN, LANDSCAPE ARCHITECTURAL SCOPE OF SERVICES

The following scope of services represents the recommended requirements to provide Professional Design Services for the project.

PHASE 1: Data Gathering and Input

- 1.01 Data Gathering: The DROPSEED design team (Dropseed Studio and their Electrical Engineering Subconsultant, Morrissey Engineering) will review the project site, photo document, and utilize the CLIENT provided topographic and boundary survey as field note documentation. DROPSEED design team will review existing conditions with appropriate City of Grand Island departments as well as note any special conditions of the adjoining structures with a representative of those respective building owners. DROPSEED will not provide any structural forensic study of the adjoining buildings or conditions within the project area beyond what is observed in the visual review of the site.
- 1.02 CLIENT Input: The DROPSEED design team will meet with the CLIENT to obtain priorities, amenities, budget, phasing, and other items which will contribute to design concept generation and on to Preliminary Design.

Deliverables shall include:

- Summary minutes of data gathering findings and CLIENT input session.
- Establishment of web-based project management site (Basecamp) if requested by the CLIENT.

PHASE 2: Preliminary Design

- 2.01 Preliminary Design: During this phase, the DROPSEED design team will prepare Concept Design solutions based on CLIENT input and in-house DROPSEED experience and understanding. Design solutions are to be relevant to 'placemaking' an urban space, to the programmed uses of the park, material alternatives, landscape alternatives, theming, lighting, and other urban design principles as identified by the CLIENT. Review Concept Design solutions with CLIENT and determine preferred alternative that will become the basis for the Preliminary Design Documents. The preliminary design plans will define the character and amenities of the project and become the basis of Final Design Documents. Tasks included in this phase:
- Landscape Architectural design and integration of landscape and hardscape amenities where appropriate.
 - Electrical Engineering design (lighting, power, audio) approaches and appropriate technology strategies where appropriate and necessary requirements to tie into existing City infrastructure. (Final fixture selections and illumination modeling to be reserved for the subsequent Final Design Document phase)
 - Opinion of Probable Costs – track design solutions against costs. DROPSEED selected Electrical, Civil and Structural Engineers to be utilized selectively to aid in some cost verifications items.

- Graphic Illustration – DROPSEED will provide a minimum of two (2) color rendered graphics for the CLIENT to utilize for promotional purposes. Illustrations to be either plan, section/elevation, and/or perspective.
- Review meetings – review design concept alternatives with CLIENT. Refine preferred concept alternative based on review comments. Present final Preliminary Design to CLIENT.

Deliverables shall include:

- Design Concepts in PDF formats.
- 100% Preliminary Design Documents in PDF and CAD formats.
- Preliminary Opinion of Probable Costs in PDF format.
- Graphic Illustrations in PDF format.
- (2) Scheduled meetings with CLIENT in Grand Island (1 concept presentation and 1 final Preliminary Design presentation). Subsequent presentation of progress work via digital or postal mail resources.

ADDITIONAL SERVICES

Additional Services beyond DROPSEED's Basic Services cited herein may be provided if confirmed in writing.

EXHIBIT B
KINGHORN HORTICULTURAL SERVICE, INC.
d.b.a. DROPSEED STUDIO, DESIGN BRANCH OF KINGHORN GARDENS
RATE SCHEDULE
Effective January 2014

HOURLY RATES & CLASSIFICATIONS

Landscape Archtitect.....	\$90/Hr.
Senior Horticulturalist	\$80/Hr.
Landscape Architect in Training	\$75/Hr.
Design Horticulturalist.....	\$70/Hr.
Horticultural Practitioner.....	\$50/Hr.