



City of Grand Island

Tuesday, January 22, 2013

Council Session

Item G4

**#2013-18 - Approving Contract with Kinghorn Gardens for
Landscaping Design Services**

Staff Contact: Marco Floreani

Council Agenda Memo

From: Community Development

Meeting: January 22, 2013

Subject: Approving the Agreement for Professional Services of Kinghorn Gardens for the Grand Island Public Library Biofiltration Garden for Greener Nebraska Towns Grant

Item #'s: G-4

Presenter(s): Marco Floreani, Community Development Administrator

Background

The City of Grand Island is one of eight Nebraska communities that have received a \$55,000 Greener Nebraska Towns Program grant. The grant funding consists of \$25,000 for a Water Wise project and \$35,000 for Tree Plantings. In March 2011, the City applied for a Greener Nebraska Towns Initiative grant that would enable Grand Island to create short and long-range greenscape goals and a green community education plan. A planning committee, comprised of city staff and community representatives, was formed to identify potential community greenscape needs, collect information for the grant and create a comprehensive list of potential project partners if the grant was awarded. In August of 2011, Council approved Resolution # 2011-197, which authorized the City of Grand Island to receive the Greener Nebraska Towns Grant and execute projects using the grant funds.

City staff has identified the Grand Island Public Library as an ideal site to design and construct a biofiltration garden using the \$25,000 Water Wise grant. The Nebraska State Wide Arboretum recommended Kinghorn Gardens, a landscape and design firm out of Omaha, Nebraska as potential contractor for design services for the project. City Staff has met with and discussed a preliminary scope of professional services for a the Grand Island Public Library biofiltration garden with Kinghorn Gardens. With Council's approval, City of Grand Island will enter into an agreement with Kinghorn Gardens for the amount of \$7,300 for the design services of the biofiltration garden. The required 50% match of the \$7,300 will consist of in kind services from Library, Community Development, and Public Works Staff. Donated funds from the 295 Fund Earl Grimminger Donation and 251 Stormwater Grant Fund will also be used as a contributed match for this project.

Discussion

Kinghorn Gardens has a staff with many years of experience working on landscape infrastructure projects similar to the proposed biofiltration garden at the Grand Island Public Library and their design work has been featured on the University of Nebraska-Extension Office's Green Infrastructure Tours in the City of Omaha.

Kinghorn Garden's Scope of services would consist of three phases.

1. Data Gathering and Analysis
2. Preliminary Design
3. Final Design

The City Staff recommends the contract be awarded to Kinghorn Gardens for the amount of \$7,300.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve contract for planning services to Kinghorn Horticultural Services, Inc. d.b.a. Kinghorn Gardens of Omaha, Nebraska for \$7,300.00.

Sample Motion

Move to approve contract to Kinghorn Gardens of Omaha, Nebraska.

**AGREEMENT TO PERFORM
PROFESSIONAL
SERVICES
FOR THE GRAND ISLAND PUBLIC LIBRARY
BIOINFILTRATION GARDEN**
(Project No. 13001)

Kinghorn Horticultural Service, Inc. d.b.a. Kinghorn Gardens (KINGHORN) enters into this agreement for professional services with *The City of Grand Island, Nebraska* (CLIENT) for the *Grand Island Public Library Bioinfiltration Garden*, located in Grand Island, Nebraska.

I. SCOPE OF SERVICES

- A. See Exhibit 'A' Scope of Services

II. FEE AND TIMING

- A. The above Scope of Services items will be performed for a lump sum fee of *(seven-thousand, three hundred dollars and zero cents)* (\$7300.00), which includes the cost of all expenses associated with the production of the work, except for reproductions of documents for contractor bidding process.
- B. The above Scope of Services will be initiated upon written authorization to proceed (signed copy of this agreement) 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. OWNERSHIP AND USE OF THE MATERIALS

- A. CLIENT acknowledges and agrees that the drawings, sketches, designs and other documentation (the "Materials") prepared by Kinghorn Horticultural Services, Inc. for the provision of Services contemplated in this Agreement are instruments of Kinghorn Horticultural Services, Inc.'s Services and are for use solely with respect to this Project and, unless otherwise provided in writing by Kinghorn Horticultural Services, Inc., Kinghorn Horticultural Services, Inc. shall be deemed the author of these Materials and shall retain all rights, title and interest therein. The Materials shall not be used by the CLIENT or others on other projects, for additions to this Project or for completion of this Project by others.

VI. 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.

VII. 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, Nebraska
100 East First Street, Box 1968
Grand Island, Nebraska 68802-1968

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

Signature Date

B7- K/L 12-17-2012
Signature Date

Printed Name / Title

Bryan Kinghorn / President
Printed Name / Title

Exhibit 'A'

**GRAND ISLAND PUBLIC LIBRARY BIOINFILTRATION GARDEN 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 Analysis

- 1.01 Gather Site Information: Kinghorn Horticultural Service, Inc. will conduct an on-site review and analysis of existing conditions. All base map and plan information of existing conditions will be provided by CLIENT and OWNER for Kinghorn Horticultural Service, Inc.'s use as base documentation material. Tasks will include:
- Photo documentation of existing garden project location.
 - Review of existing water table historical data from monitoring conducted by the City.
 - Obtain from CLIENT earthwork and storm sewer layout plans generated for parking area context.
 - Provide stormwater calculations for a 1-inch rain event of the contributing area for the proposed bioinfiltration garden.
- 1.02 Project Coordination and Administration: This includes internal Kinghorn Horticultural Service, Inc project management and administration time, including, but not limited to: design contract administration and billing.

Meetings shall include:

- Project Programming and Scoping meeting with CLIENT (1)

Deliverables shall include:

- Stormwater calculations to be used in design parameters of garden in PDF format.

PHASE 2: Preliminary Design

- 2.01 Preliminary Design Documents: During this phase, Kinghorn Horticultural Service, Inc. will prepare a Preliminary Design document based on the Owner provided parking area construction documentation. Upon approval, these documents will become the basis for the Final Design Documents. The preliminary design plans will define the character and amenities of the project. Tasks included in this phase:
- Bioinfiltration basin design – amenities to include pavement removals, basin design including soil amendment approach, underdrain system and connection to existing storm sewer infrastructure.
 - Landscape design – to include selection of woody and herbaceous perennial plant material suitable for periods of water inundation and with a tie in part to the pre-development native Nebraska landscape where suitable. Other species design selection to be at the approval of the CLIENT.
- 2.02 Opinion of Probable Cost: Kinghorn Horticultural Service, Inc. will complete a Preliminary Design Opinion of Probable Construction Costs for work completed by

Kinghorn Horticultural Service, Inc. reflecting 100% preliminary design completion.

2.03 Project Coordination and Administration: This includes project management and administration time, including, but not limited to: design contract administration, project meetings, and billing.

Meetings shall include:

- Client / Owner Progress Meetings in Grand Island (1)
- Client / Owner Meetings via telephone or digital media format (as necessary)

Deliverables shall include:

- 100% Preliminary Design Documents in PDF and CAD formats.

PHASE 3: Final Design

3.01 Construction Documents: During this phase, the Kinghorn Horticultural Service, Inc. will prepare Construction Documents based on the approved preliminary design document by the Owner. Tasks included in this phase:

- Hardscape Plans & Details – Site Materials (pavement modifications and constructed bounds of garden, constructed underdrain system, and storm sewer connection.)
- Planting Plan, Planting Details and Plant List
- General Conditions and Requirements (i.e. 'Front End') Specifications. CLIENT to provide example format from previous work and identify content to be provided.
- Technical Specifications for construction of the project.

3.02 Opinion of Probable Cost: Kinghorn Horticultural Service, Inc. will continue to update and revise the Opinion of Probable Construction Costs and submit at 75% and 100% CD phase completion.

3.03 Project Coordination and Administration: This includes project management and administration time, including, but not limited to: design contract administration, project meetings, and billing.

Meetings shall include:

- Client / Owner Progress Meetings in Grand Island (1)
- Client / Owner Meetings via telephone or digital media format (as necessary)

Deliverables shall include:

- 75% CD Documents (CAD and PDF formats)
- 100% CD Documents (CAD and PDF formats)
- Opinion of Probable Costs (PDF format) at 75% and 100% complete

ADDITIONAL SERVICES

Additional Services (including but not limited to bid procurement and construction observation) beyond Kinghorn Horticultural Service, Inc.'s Basic Services cited herein may be provided if confirmed in writing.

EXHIBIT B
KINGHORN HORTICULTURAL SERVICE, INC.
d.b.a. KINGHORN GARDENS
RATE SCHEDULE
Effective December 2012

HOURLY RATES & CLASSIFICATIONS

Landscape Architect.....	\$90/Hr.
Senior Horticulturalist	\$80/Hr.
Landscape Architecture Assistant	\$70/Hr.
Design Horticulturalist.....	\$70/Hr.

REIMBURSABLES

- A. **CONSULTANTS:** Necessary services provided by support consultants will be charged at actual cost plus 10%.
- B. **AUTOMOBILE TRANSPORTATION:** Automobile transportation in connection with the project will be charged at a rate of \$ 0.55 per mile.
- C. **COMMERCIAL TRAVEL AND SUBSISTENCE:** Airline travel, auto rentals, living expenses, and other similar direct expenses in connection with out-of-town travel, authorized by the Owner, will be charged at actual cost.
- D. **FILING FEES AND OTHER COSTS ADVANCED:** All filing or permit fees and other similar costs that are paid by Kinghorn Horticultural Service, Inc. will be charged at actual cost.
- E. **REPRODUCTION OF BID DOCUMENTS:** Reproduction of bid documents (plans and specifications) will be charged at actual cost.

RESOLUTION 2013-18

WHEREAS, the City of Grand Island is authorized to execute projects funded by the Greener Nebraska Town Grant; and

WHEREAS, City of Grand Island Staff sought design service recommendations and the Nebraska Statewide Arboretum commended the landscape design services of Kinghorn Gardens of Omaha, Nebraska; and

WHEREAS, Kinghorn Gardens of Omaha, Nebraska submitted a scope of services, which city staff believes to be fair, professional, and in accordance with the Greener Nebraska Towns 'Water Wise' scope of eligible activities.

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to award a contract to Kinghorn Horticultural Service, Inc of Omaha, Nebraska, in the amount of \$7,300.00 for a Greener Nebraska Towns Water Wise Project

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Adopted by the City Council of the City of Grand Island, Nebraska, January 22, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 18, 2013	☐ City Attorney