



October 2, 2025

Chad Niedert, Director of Operations
Fort Thomas Independent Schools
28 N. Fort Thomas Avenue
Fort Thomas, KY 41075

Chad,

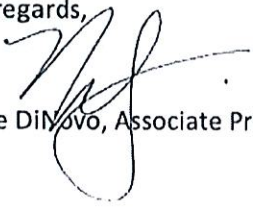
Thank you again for meeting with Chris Manning and me on site at your new athletic complex. It is truly an impressive addition to the community, and we are excited about the opportunity to help enhance the project with a complementary landscape design that ties the complex seamlessly into the greater park surroundings.

Based on our discussion, we have prepared a proposed scope of services, organized into three distinct tasks. This structure allows you the flexibility to proceed with the full package or select the combination of tasks that best suits your goals and timeline.

Please review the attached scope and fee proposal at your convenience. If you have any questions or would like to discuss adjustments, don't hesitate to reach out. If everything looks acceptable, you may sign the agreement and return it to us to move forward.

We look forward to collaborating with you on this exciting project.

Best regards,


Nicole DiNovo, Associate Principal



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AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of October 3, 2025, is between **Ft. Thomas Independent Schools (client)**, 28 N. Fort Thomas Ave, Ft. Thomas, KY 41075 and **Human Nature Inc. (Landscape Architect)**, 990 St. Paul Drive, Cincinnati, OH 45206 for the following Project: Ft. Thomas Schools Athletic Complex, Ft. Thomas, Kentucky.

Article 1 Landscape Architect's Basic and Additional Services

Landscape Architecture design services as set forth more fully herein shall be for the area of work described below:

All residual green space around the new athletic complex

Landscape Architect's Basic Services are:

- **Planting Plan**
- **Bid Assistance**
- **Construction Administration**

Task 1.0: Planting Plan

Landscape Architect will develop digital base plan based on owner-provided CAD plans and limited site confirmation. Once a site base plan is produced, Landscape Architect will develop a site planting plan for all areas discussed on the site walk through on October 1, within FTIS property. Planting recommendations for City-owned property will also be included but it is understood those areas are not part of the Athletic Complex project.

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viewed with Owner to determine goals for planting project are met.
view will be made and a final planting plan will be developed for
will include soil recommendations, plant location and quantities.

Task 1.1: Bid Assistance

Landscape Architect will provide the Client with a set of drawings and specifications for bidding. The Owner will add general conditions and all other Owner-required provisions. The Owner will also advertise/solicit bids and receive/open bids. Landscape Architect will assist owner with evaluating bids and agree upon best bid for Owner to execute an agreement with the selected bidder. Landscape Architect will support the Owner as needed with answering bidder questions/RFIs and preparing addenda as needed. Landscape Architect will assist Client in filing the Construction Documents for approval by authorities with jurisdiction over the Project.

Task 3.0 Construction Phase

Landscape Architect will participate in four (4) site visits with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the intent of Landscape Architect's Construction Documents. It is anticipated to do 2 site visits during the fall planting effort and 2 site visits during the spring planting effort. We anticipate trees being planted in the fall and understory planting in the spring. The fee provided below is an allowance and Landscape Architect shall receive Owner's approval before performing any tasks associated with Task 3.0.

Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections and are not a guarantee that there will not be construction deficiencies. The Landscape Architect does not control Contractor's means and methods and is not responsible for Contractor Team's means and methods. Thus, Landscape Architect cannot and does not warranty the quality of Contractor Team's work, including but not limited to any warranty against construction defects.

Other anticipated tasks during the construction phase can include:

- Reviews of RFIs and plant material submittals,
- Meetings (associated with site visit)

Excluded Services

Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following: building waterproofing; structural design for site walls and foundations; record drawings; project or construction cost estimates; soils and materials below planting soils; signage and environmental graphics; donor strategy; security; architectural elements; value engineering; tasks not listed in this scope of work.

Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession for like professionals practicing in the greater Cincinnati area.

Article 2 Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client shall furnish the services of the following consultants: geotechnical engineer, structural engineer, interior MEP, architecture.
- C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article 3 Estimated Schedule and Project Budget

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The current estimated schedule for the scope outlined within this agreement is as follows:
- Construction Documents: 3-4 weeks after approved contract
 - Bidding: 3-4 weeks
 - Construction Administration: 2 weeks in Fall and 2 weeks in Spring (as determined by selected contractor)
- B. As of the date of this Agreement, Owner's Project construction budget was not provided. Client agrees to promptly notify Landscape Architect if Owner's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget, or to the Project's scope may require Additional Services of Landscape Architect.

Article 4 Compensation and Payments

- A. Client agrees to pay Landscape Architect as follows:
- Basic Services: Landscape Architect provides a lump sum fee broken out below:

Phase	Estimated Fee
Task 1: Planting Plan	\$6,985
Task 2: Bid Assistance	\$2,985
Task 3: Construction Administration	\$3,150
Total	\$13,120

- This estimate is based on the Basic Services outlined in Article 1 and data that is available at this time. Landscape Architect reserves the right to adjust the fee based on additional information, scope changes, and schedule requirements/changes, as mutually agreed upon.
- Additional Services: hourly based on Landscape Architect's hourly rates in the chart below.

	Hourly Rate		Hourly Rate
Principal	\$215	Landscape Architect	\$125
Associate Principal	\$185	Planner	\$125
Senior Project Manager	\$165	Draftsperson	\$105
Project Manager	\$145	Clerical	\$95
Senior Landscape Architect	\$135		

- B. Reimbursable Expenses are included in the lump sum fee and billed at-cost for the hourly services, but are not limited to: reproduction, mileage, authorized travel.
- C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to three percent (3%) of any outstanding balance due per month will be charged on all amounts due more than 30 days after the date of invoice or as otherwise allowed under Ohio Law.

Article 5 Termination

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days' written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred or accrued up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Miscellaneous Provisions.

- A. This Agreement is governed by the law of Landscape Architect's principal place of business.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, damages, losses, liabilities, suits, demands, losses, costs and expenses, consequential damages, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's grossly negligent errors.
- G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing

party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

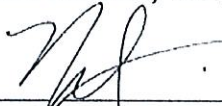
- H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring any and all contractor and its/their subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- J. No waiver by either party of any default or breach of any covenant set forth hereunder shall be inferred from any omission by said party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and thane said waiver shall be operative only to the time and to the extent therein stated.
- K. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, [insert appropriate example given Project's scope] may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- L. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- M. If this Agreement is not signed and returned to Landscape Architect within 30 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- N. Risk Allocation:
Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architect and Client. Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is tied, in part, to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's liability as described below. Client further acknowledges that were it not for this agreement to limit Landscape Architect's liability, Landscape Architect's compensation would need to increase to address the risks posed by this Project.

Client, therefore, acknowledging its right to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, Landscape Architect's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement

from any cause or causes including, but not limited to, Landscape Architect's negligence, errors, (whether willful or otherwise), omissions (whether willful or otherwise), or breach of contract, shall not exceed two times of the total compensation actually received by Landscape Architect under this Agreement. This limitation of liability shall apply to Client's direct claims and Client's claims arising from third parties.

LANDSCAPE ARCHITECT:

HUMAN NATURE, INC., an Ohio corporation

By: 

Printed Name: Nicole DiNovo

Its: Associate/Principal

Date: 10.03.2025

CLIENT:

Fort Thomas Independent Schools

By: 

Printed Name: Brian Robinson

Its: Superintendent

Date: 10/23/25

