
SERVICE AGREEMENT

Between Owner and Consultant for Designated Services

This **SERVICE AGREEMENT** is made and entered into this ____ day of March, 2005, by and between the City of Rapid City (OWNER) and Designworks, Inc. (CONSULTANT) in reference to Canyon Lake Drive & Sheridan Lake Road - Irrigation Improvements (PROJECT), for CONSULTANT'S professional design services in connection with the PROJECT described therein.

ARTICLE I - THE PROJECT

The PROJECT, as used herein, refers to providing design services for irrigation improvements along the south frontage of Canyon Lake Drive from Lime Creek to Rapid Creek, and the west frontage along Sheridan Lake Road from Canyon Lake Road to Rapid Creek in the vicinity of Sioux Park and the baseball complex. A preliminary estimate of \$60 K to \$68 K has been budgeted for construction of the project.

ARTICLE II - SCOPE OF WORK

- A. The professional services for which OWNER has employed CONSULTANT to perform under this AGREEMENT are described in the attached Scope of Design Services (Exhibit A). This scope of services is based on information available at the present time.
- B. Discovery of changed or unknown conditions may be cause to renegotiate the scope of work. Should CONSULTANT feel changed conditions warrant renegotiating, CONSULTANT shall identify such changes to OWNER, and OWNER and CONSULTANT shall promptly and in good faith enter into renegotiating of this AGREEMENT.

ARTICLE III - PERIOD OF SERVICE

- A. CONSULTANT shall commence with work upon receipt from OWNER of an executed AGREEMENT.
- B. CONSULTANT shall complete the designated work as described in 'Scope of Design Services' on a timely basis according to mutually agreed upon schedules. The CONSULTANT shall furnish required information on a timely basis according to mutually agreed upon schedules. CONSULTANT will not be responsible for delays beyond its control.
- C. Adjustments to time of completion shall be added for immoderate periods of time required for OWNER'S review and approval of submissions, and for approvals of authorities having jurisdiction over the PROJECT.

ARTICLE IV - COMPENSATION

- A. OWNER agrees to pay CONSULTANT for designated services as performed hereunder based on the stipulated fees in accordance with amounts indicated on the attached Compensation Schedule - 'Payment for Designated Services' (Exhibit B).

- B. Expenses actually incurred for the PROJECT by CONSULTANT for designated services are included within the stipulated fees as indicated on the attached Compensation Schedule - 'Payment for Designated Services' (Exhibit B). Additional expenses beyond the scope of this PROJECT that are requested and authorized by the OWNER, are to be charged at rates as indicated on the attached Compensation Schedule - 'Payment for Additional Expenses' (Exhibit B).
- C. In the event there are significant changes in the PROJECT scope or schedule, OWNER and CONSULTANT will negotiate for changes in fee. In determining increases or decreases of the fee, the actual increase or decrease in services involved will be considered. If changes in services are negotiated on the basis of hourly billing rates, compensation is to be charged at rates as indicated in the attached Compensation Schedule' - Payment for Additional Services' (Exhibit B).
- D. CONSULTANT shall submit monthly statements for services rendered through the statement period. The OWNER represents adequate funds will be available to make the payments. Payment from OWNER is due within thirty days from date of invoice. Interest will be charged on any unpaid portion at the interest rate of one percent per month.

ARTICLE V - GENERAL CONDITIONS

- A. **Standard of Care:** The CONSULTANT shall perform the services set forth in this AGREEMENT exercising the same care, skill and diligence as people engaged in CONSULTANT'S profession ordinarily exercise under like circumstances. CONSULTANT warrants that it has the knowledge and ability to provide the services called for in this contract.
- B. **Professional Services:** The CONSULTANT represents that the services furnished under this AGREEMENT will be in accordance with generally accepted professional practices. The CONSULTANT shall not be responsible for (1) providing or ensuring a safe place for the performance of work by others; (2) safety procedures or provisions at PROJECT site; or (3) the accuracy of information furnished by the OWNER or its agents.
- C. **Information Provide to Consultant:** The OWNER or its agent shall furnish street & utility maps, property surveys, all tests, permits and reports reasonably necessary for performance of the services. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT, and CONSULTANT will not be responsible for hidden conditions or other parties' interpretations or use of the information developed.
- D. **Changes in Agreement:** No changes shall be made in this AGREEMENT, except as agreed to in writing by OWNER and the CONSULTANT. Any provision of this AGREEMENT later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and the CONSULTANT will in good faith attempt to replace an invalid provision with one that is valid and enforceable, and which comes as close as possible to achieving the original intent.
- E. **Ownership of Documents:** OWNER acknowledges that any documents prepared for this specific project will not be reused for other projects. OWNER agrees to hold harmless and indemnify CONSULTANT against all damages, claims, and losses including defense costs arising out of reuse of any part of the documents without the written authorization of CONSULTANT.

ARTICLE VI - SUPPLEMENTARY DOCUMENTS

The following documents are attached herein and made part of this professional SERVICE AGREEMENT.

- Exhibit A: Scope of Design Services (03/08/05)
- Exhibit B: Compensation Schedules (03/08/05)

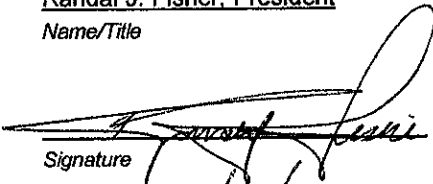
IN WITNESS WHEREOF, the parties hereto have made and executed, through their lawfully empowered representatives, this PROFESSIONAL SERVICE AGREEMENT as of the day and year first above written.

CONSULTANT
 Designworks, Inc.
 526 St. Joseph Street, Suite B
 Rapid City, SD 57701

OWNER
 City of Rapid City
 300 Sixth Street
 Rapid City, SD 57701

Randal J. Fisher, President

Name/Title



Signature

Date: 03/08/05

Name/Title

Signature

Date: _____

SCOPE OF DESIGN SERVICES

PROJECT DESCRIPTION:

The PROJECT, as used herein, refers to providing design services for irrigation improvements along the south frontage of Canyon Lake Drive from Lime Creek to Rapid Creek, and the west frontage along Sheridan Lake Road from Canyon Lake Road to Rapid Creek in the vicinity of Sioux Park and the legion baseball fields. A preliminary estimate of \$60 K to \$68 K has been budgeted for construction of the project. Irrigation improvements are to consider some of the following:

- Design irrigation system for turf area alongside Canyon Lake Road and Sheridan Lake Road.
- Provide irrigation for turf area on the north side of Fitzgerald stadium.
- Connect irrigation system to existing backflow devices within project area.
- Provide for independent new controller for Sioux Park formal garden area.
- Specify soil prep and seeding for areas in need of turf restoration.
- Recommend landscape buffer along baseball field perimeter fences.

SCOPE OF DESIGN SERVICES:

The following tasks are anticipated based on the project objectives and desired elements as outlined by the City of Rapid City.

A. PRELIMINARY DESIGN PHASE:

1. **Prepare Base Maps – Baseball Complex Area:** CONSULTANT will prepare base maps of project area using digital survey information and hardcopy maps provided by the City of Rapid City. The base map will include the south frontage of Canyon Lake Drive from Lime Creek to Sheridan Lake Road, and the west frontage along Sheridan Lake Road from Canyon Lake Drive to Rapid Creek in the vicinity of Fitzgerald and Pete Lien stadiums. The landscape area north of Fitzgerald Stadium in the vicinity of the yard waste disposal site will also be included the project area.
2. **Prepare Base Maps – Sioux Park Area:** CONSULTANT will prepare base maps of project area using digital record documents prepared by Designworks for the construction of the Sioux Park irrigation system. The base map will include the south frontage of Canyon Lake Drive from Sheridan Lake Road to Rapid Creek.
3. **Prepare Irrigation Record Document – Sioux Park Area:** CONSULTANT will prepare record drawing of irrigation system installed at Sioux Park. The irrigation drawing will delineate the irrigation improvements installed during phases 1 – 2 – 3, and zone valve wiring modifications made by the City of Rapid City. Irrigation diagram will include proposed irrigation zones to be added along Canyon Lake Drive. The irrigation diagram is to accurately illustrate zone valve location and station number sequence for use by city parks maintenance employees.
4. **Preliminary Irrigation Layout:** CONSULTANT will prepare preliminary layout of irrigation mainline and lateral piping for project area. Irrigation system will calculate estimated water supply requirements and will recommend types of equipment.
5. **Preliminary Landscape Improvements:** CONSULTANT will prepare preliminary concept for landscape improvement to be included within the project area including turf restoration and proposed trees.

B. CONSTRUCTION DOCUMENT PHASE:

1. **Irrigation Plan & Details:** Consultant will provide irrigation design and prepare construction documents for the installation of an automatic underground irrigation system at the proposed project site. Irrigation documents are to include irrigation plan, hydraulic calculations, irrigation equipment schedule, installation details, and specifications as required for bidding and construction.
2. **Landscape Plan & Details:** CONSULTANT will provide landscape design and prepare construction documents for turf restoration and for installation of other landscape materials proposed for the project site. Landscape documents are to include planting plan, plant material schedule, planting details, erosion control & soil prep, and landscape specification as required for bidding and construction.
3. **Coordination & Review:** CONSULTANT will review construction plans, specifications, and construction budget with Owner Representatives for final input and approval.

C. BIDDING PHASE:

1. **Final Revisions & Plotting:** CONSULTANT will revise construction documents as necessary and will prepare final documents for bidding. CONSULTANT will submit to the City of Rapid City reproducible drawings and an original copy of specification.
2. **Estimate Quantities and Construction Costs:** CONSULTANT will provide the OWNER with a breakdown of construction items, estimated quantities, and will provide an estimate for the probable cost of construction.
3. **Bidding / Negotiate Contract for Construction:** CONSULTANT will be available to answer questions from bidders and to clarify bidding requirements. CONSULTANT will assist OWNER representatives to negotiate contract for construction.

D. CONSTRUCTION ADMINISTRATION PHASE:

1. **Construction Administration:** Consultant will provide construction administrative services for project as described above. Construction administration services are to include: answer contractor questions, review shop drawings, review pay applications, provide supplemental instructions, prepare field and change orders, attend construction meetings, and provide interim on-site observation during construction.

SERVICES NOT INCLUDED:

The following services are not included within this designated scope of services:

- Provide site topographical survey information.
- Site hardscape and utility improvements.
- Printing & issuing construction document to bidders.
- Comprehensive construction inspection.
- Environmental impact and assessment reports

COMPENSATION SCHEDULE

PAYMENT FOR DESIGNATED SERVICES:

Compensation for the designated services is based on a stipulated sum as outlined in the schedule below. Progress payments for Designated Services in each phase shall be made monthly and shall be in proportion to services performed within each Phase of Services. The stipulated sum includes professional services, travel and office expenses, overhead, and profit to complete the scope of services.

<u>Schedule of Services</u>	<u>Fees</u>
A. Preliminary Design Phase	\$ 2,200
B. Construction Document Phase	\$ 4,800
C. Bidding Phase	\$ 880
D. Construction Administration Phase	\$ 2,000
Total Design Fee =	\$ 9,880

PAYMENT FOR ADDITIONAL SERVICES:

Compensation for additional services not included in designated "Scope of Services" as authorized by OWNER, or for all services rendered prior to Suspension of Services shall be based on the following Hourly Billing Rates:

<u>Personnel</u>	<u>Hourly Rate</u>
Designworks – Project Manager & Principle Architect	\$ 75.00
Designworks – Irrigation and Landscape Designer	\$ 60.00
Designworks - CAD & Drafting Technician	\$ 45.00
Designworks - Office Support & Clerical	\$ 30.00