
SERVICE AGREEMENT

Between Owner and Consultant for Designated Services

This **SERVICE AGREEMENT** is made and entered into this ____ day of November, 2004, by and between the City of Rapid City (OWNER) and Designworks, Inc. (CONSULTANT) in reference to Omaha Street Beautification & Historic Preservation Project – Master Plan (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 landscape architectural and engineering services to prepare a master plan for improvements within the greenbelt corridor along the north frontage of Omaha Street in Rapid City, South Dakota. The project area generally encompasses the area between Rapid Creek and Omaha Street from Cross Street to East Blvd, including Founder's Park, West Memorial Park, Memorial Park and Pressler Junction.

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 (11/18/04)
Exhibit B: Compensation Schedules (11/18/04)

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: 11/23/04

Name/Title

Signature

Date: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE



Attorney

11-23-04
Date

SCOPE OF DESIGN SERVICES

PROJECT OBJECTIVE:

The PROJECT, as used herein, refers to providing landscape architectural and engineering services to prepare a master plan for improvements within the greenbelt corridor along the north frontage of Omaha Street in Rapid City, South Dakota.

STUDY AREA:

The project area generally encompasses the area between Rapid Creek and Omaha Street from Cross Street to East Blvd, including Founder's Park, West Memorial Park, Memorial Park and Pressler Junction.

PLANNING ISSUES:

CONSULTANT design team will work jointly with the Project Task Force, City representatives, the Beautification Committee, and interested groups to obtain input and to receive design review. The CONSULTANT will evaluate and recommend improvements concerning, but not limited to, the following:

Greenway Enhancements

- Landscape development concepts
- Irrigation system recommendations
- Walkway & trail lighting
- Park equipment & furnishings

Circulation System

- Pedestrian circulation and safety
- Bicycle & recreational trails
- Linkage to community facilities
- Rapid Creek bridge crossings

Interpretive Issues

- Historic values & cultural considerations
- Historic renovation & interpretation
- Community image & aesthetics
- Streetscape corridor design themes

Storm Water Mitigation

- Basin delineation & runoff
- Storm drainage analysis
- Floodway & floodplain considerations
- Stormwater treatment alternatives

Other Design Issues

- Founder's Park site integration
- Public restroom site selection
- Character Counts site integration
- Sixth Street bridge renovation
- Legacy sculpture site relocation
- Civic Center sign relocation
- West Memorial & Memorial Parks
- Pressler Junction bridge crossing

SCOPE OF DESIGNATED SERVICES:

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

A. **PROGRAM AND RESEARCH PHASE:**

Project Definition: CONSULTANT design team will meet with city representatives, Project Task Force, and other interest groups to discuss project requirements and to determine all short and long-range goals for the improvements.

Transportation Enhancement Grant Review: The CONSULTANT will review the requirements of the SDDOT – ‘Transportation Enhancement Grant Application’, and the state requirements for environmental clearances. The CONSULTANT will research other special topics and compile required information for planning and design.

Task Force Input: The CONSULTANT will organize an input workshop to encourage and insure the opportunity for input during the master plan process. The CONSULTANT will meet with Officials from the City of Rapid City, the Project Task Force, and other user groups to review programming and potential programming modifications.

B. INVENTORY AND ANALYSIS PHASE:

Review Project Information: The CONSULTANT will collect and review available project information as provided by the City of Rapid City such as property survey information, street and utility maps, topographical maps, drainage studies, floodway maps, geotechnical information, and other available planning information.

Prepare Base Maps: OWNER will provide CONSULTANT with survey information on (AutoCad) compatible computer files for project area. CONSULTANT will prepare background maps as necessary for planning work. Base maps will include streets, major utilities, parking areas, buildings, water bodies, walks, right-of-ways, significant landmarks, trees, and other significant features as necessary for planning work.

On-Site Inventory: The CONSULTANT will visit the project sites to investigate existing conditions, inventory natural resources, and to identify all potential development problems. Natural wetland areas, riparian habitats, storm water drainage basins, and other environmental features will be delineated.

Storm Drainage & Floodplain Analysis: The CONSULTANT will contract with FMG to analyze storm drainage plan and floodplain criteria. FMG will review regulatory information to determine requirements for storm water quality, and floodplain issues.

Site Analysis: Available information will be carefully analyzed to determine greenbelt corridor opportunities and constraints. A site analysis maps will be prepared to graphically display the compiled information and on-site observations.

C. CONCEPT DESIGN PHASE:

Circulation Study: The CONSULTANT will evaluate and recommend improvements for circulation including access, pedestrian circulation, and connection to adjacent facilities. Accessibility, emergency access, safety, and security control will be examined.

Land Use Study: Some of the issues to be evaluated will include greenway development potential, land-use compatibility, and enhancement opportunities. The project will carefully assess both on-site and adjacent land uses to determine appropriate improvements within the greenway area. Consideration will also be given to sensitive environmental, cultural, and off-site view sheds issues.

Alternative Greenway Concepts: CONSULTANT will prepare a minimum of two greenway development and enhancement alternatives for the Omaha Street Corridor. Concepts will be graphically illustrated to indicate land planning and development options. Concepts plans will indicate required facilities and resources as determined from the project program.

Storm Drainage Analysis: The CONSULTANT will contract with FMG for this task that includes determination of basin characteristics needed for the Storm Drainage Analysis. A cursory review indicates 12 to 15 basins drain to the study area. Basin characteristics are basin delineation, areas, imperviousness, runoff volumes, etc. This task also includes preparation of conceptual stormwater treatment alternates for the Masterplan. It is expected the stormwater treatment alternatives will be a multi-iteration process with the overall Masterplan. Concepts for 'Mini-Onsite' areas will also be presented. The Concept Analysis also includes floodplain and major drainage reviews and recommendations as necessary. Report(s) with appropriate drawings will be provided. This task does not include cost estimating of the improvements.

Concept Design Review: Concept development plans and recommendations will be presented to City representatives and Project Task Force for additional input and comments. During the design review, concepts will be evaluated and alternatives selected for refinement. Priorities for proposed development will be outlined.

D. MASTER PLAN PHASE:

Master Plan Development: The CONSULTANT will prepare final master plan for Omaha Street Beautification project based on preferred concepts and design recommendations. Greenbelt development concepts will be refined and modified for final approval.

Implementation Plan: The CONSULTANT will provide a phasing plan to illustrate a cost effective way of sequencing the proposed greenway improvements. The priorities established will serve as a basis for preparation of construction documents in the next phase.

Probable Cost of Construction: The CONSULTANT will provide a preliminary cost estimate for construction of proposed greenway improvements. The cost estimate will provide a breakdown for each phase of construction.

Graphic Support: The CONSULTANT will provide large-scale, color graphics of proposed greenway corridor master plan necessary for promotion and public display. Graphics will include large-scale master plan, and other illustrative sketches of key project park improvement areas.

Public Meetings & Presentation: The CONSULTANT will make a presentation of master plan recommendations to City representatives and Project Task Force, and other appropriate user groups as desired by the City of Rapid City.

SERVICES NOT INCLUDED:

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

- Provide site survey and topographical survey information.
- Documents necessary for bidding & construction.
- Provide geotechnical engineering for subsurface exploration.
- Environmental impact and assessment reports
- Operational and management plans

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 Master Plan scope of services. Professional services for construction documents, bidding services, and construction administration will be negotiated at the completion of the master plan phase of work.

<u>Schedule of Services</u>	<u>Fees</u>
A. Program & Research Phase	\$ 1,660
B. Inventory and Analysis Phase	\$ 4,430
C. Concept Design Phase	\$ 17,510
D. Master Plan Phase	\$ 6,280
Total Design Fee =	\$ 29,880

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 - Landscape Architect or Graphics Illustrator	\$ 60.00
Designworks - Community Planner or Research Specialist	\$ 60.00
Designworks - CAD & Drafting Technician	\$ 45.00
Designworks - Office Support & Clerical	\$ 30.00
FMG – Principle Engineer PE	\$ 90.00
FMG – Design Engineer PE	\$ 70.00
FMG – Survey Crew	\$ 90.00
FMG – Registered Survey	\$ 65.00