

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date:

Project Name & Number: Omaha Street Storm Water Quality Project

CIP #:

Project Description: Storm water quality improvements as identified in the Omaha Street Corridor Enhancement Project Master Plan - Area E from Fifth Street to East Blvd

Consultant: DesignWorks, Inc.

Original Contract Amount: \$24,880.00

Original Contract Date: May 4, 2009

Original Completion Date:

Amendment Number:

Amendment Description:

Current Contract Amount: _____

Current Completion Date: _____

Change Requested: _____


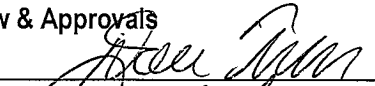
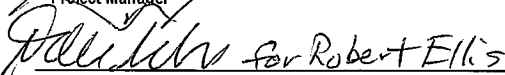

New Contract Amount: _____ \$0.00

New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$24,880.00	132	4223	Vision 2012 - design and construction administration services
\$24,880.00	Total		

Agreement Review & Approvals

 _____ Project Manager	4-20-09 _____ Date	 _____ Division Manager	4-20-09 _____ Date
 _____ Department Director	4-20-09 _____ Date	 _____ City Attorney	4-20-09 _____ Date

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

	Date	Initials	Approved
Appropriation			Y N
Cash Flow			Y N

SERVICE AGREEMENT

Between Owner and Landscape Architect for Designated Services

This **SERVICE AGREEMENT** is made and entered into this ____ day of April, 2009, by and between the City of Rapid City (hereinafter called OWNER) and Designworks, Inc. (hereinafter called LANDSCAPE ARCHITECT) in reference to the Omaha Street Storm Water Quality Project (hereinafter called PROJECT), for Designworks' professional design services in connection with the PROJECT described therein.

ARTICLE I - THE PROJECT

The PROJECT refers to providing landscape architectural, land surveying and civil engineering design services to evaluate storm water management alternatives, prepare construction documents, procure bids, provide contract administration, and construction observation services for development of storm water quality improvements along Omaha Street in Rapid City, South Dakota. The storm water quality improvements proposed are to be similar in concept as identified in the master plan ('Omaha Street Master Plan' prepared by Designworks, Inc., Dated: October 2004).

ARTICLE II - SCOPE OF WORK

- A. The professional services for which OWNER has employed LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT feel changed conditions warrant renegotiating, LANDSCAPE ARCHITECT shall identify such changes to OWNER, and OWNER and LANDSCAPE ARCHITECT shall promptly and in good faith enter into renegotiating of this AGREEMENT.

ARTICLE III - PERIOD OF SERVICE

- A. LANDSCAPE ARCHITECT shall commence with work upon receipt from OWNER of an executed AGREEMENT.
- B. LANDSCAPE ARCHITECT shall complete the designated work as described in 'Scope of Design Services' on a timely basis according to mutually agreed upon schedules. The LANDSCAPE ARCHITECT shall furnish required information on a timely basis according to mutually agreed upon schedules. LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT for designated services as performed hereunder based on the stipulated fees in accordance with amounts indicated on the attached Compensation Schedule - 'Payment for Basic Design Services' (Exhibit B).

- B. Expenses actually incurred for the PROJECT by LANDSCAPE ARCHITECT for designated services are included within the stipulated fees as indicated on the attached Compensation Schedule - 'Payment for Basic Design 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 Services' (Exhibit B).
- C. In the event there are significant changes in the PROJECT scope or schedule, OWNER and LANDSCAPE ARCHITECT 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. LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT shall perform the services set forth in this AGREEMENT exercising the same care, skill and diligence as people engaged in LANDSCAPE ARCHITECT'S profession ordinarily exercise under like circumstances. LANDSCAPE ARCHITECT warrants that it has the knowledge and ability to provide the services called for in this contract.
- B. **Professional Services:** The LANDSCAPE ARCHITECT represents that the services furnished under this AGREEMENT will be in accordance with generally accepted professional practices. The LANDSCAPE ARCHITECT 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 Landscape Architect:** 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 LANDSCAPE ARCHITECT will be based solely on information available to LANDSCAPE ARCHITECT, and LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT. 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 LANDSCAPE ARCHITECT 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 LANDSCAPE ARCHITECT against all damages, claims, and losses including defense costs arising out of reuse of any part of the documents without the written authorization of LANDSCAPE ARCHITECT.

F. **Insurance Coverage:** LANDSCAPE ARCHITECT shall maintain professional coverage in the amount of \$1 million dollars per claim and One (1) million dollars aggregate during the term of this Professional Services Agreement. LANDSCAPE ARCHITECT shall also pay any deductible amount under the foregoing coverage, and shall provide Owner with proof of coverage.

ARTICLE VI - SUPPLEMENTARY DOCUMENTS

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

Exhibit A: Scope of Design Services (04/10/09)
Exhibit B: Compensation Schedules (04/10/09)

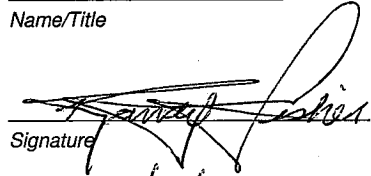
IN WITNESS WHEREOF, the parties hereto have made and executed, through their lawfully empowered representatives, this PROFESSIONAL SERVICE AGREEMENT as of the day and year first above written.

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

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

CITY OF RAPID CITY

Randal J. Fisher, President
Name/Title


Signature

Date: 04/16/09

Name/Title Mayor

ATTEST:

Signature Finance Officer

Date: _____

(SEAL)

Exhibit A

04/10/09

for Omaha Street Storm Water Quality Project
Rapid City, South Dakota

SCOPE OF DESIGN SERVICES

PROJECT OBJECTIVE:

The PROJECT, as used herein, refers to providing landscape architectural, land surveying and civil engineering design services to evaluate storm water management alternatives, prepare construction documents, procure bids, provide contract administration, and construction observation services for development of storm water quality improvements along Omaha Street in Rapid City, South Dakota. The storm water quality improvements proposed are to be similar in concept as identified in the master plan ('Omaha Street Master Plan' prepared by Designworks, Inc., Dated: October 2004).

PROJECT AREA LIMITS:

The project area includes an approximate 6 acres area along the Rapid Creek greenway located between Rapid Creek and Omaha Street. The project limits is bordered by the south bank of Rapid Creek on the north, East Boulevard on the east, to top of flood levy on the south, and DM&E railroad on the west.

SCOPE OF SERVICES:

Task 1 – Topographical Survey: LANDSCAPE ARCHITECT shall contract with **FMG, Inc.** (hereinafter called SUBCONSULTANT), for services to provide topographical survey for the project area. The topographical survey will tie in inlets along the north curb line of Omaha Street. The survey will not include any boundary survey and will only estimate railroad right-of-way based on recorded distance using the track centerline. The topographical map will be on 1929 datum and will not be on State Plane coordinates in order that maps match FEMA floodplain maps.

Task 2 – Geotechnical Investigation: LANDSCAPE ARCHITECT shall contract with SUBCONSULTANT to define the soil profile of the site determine groundwater levels, a total of 8 borings are planned within the project area to depths of approximately 10 to 15 feet below existing grades. Field testing will be performed and samples retained for observation. As possibly significant seasonal groundwater fluctuations are expected in this area, piezometers will be installed in 3 of the boreholes to facilitate groundwater level monitoring through the spring and summer. Upon completion of the field exploration, a report will be prepared that transmits the geologic logs and generally summarizes the site soil profile.

Task 3 – Floodway Elevation Analysis: LANDSCAPE ARCHITECT shall contract with SUBCONSULTANT for civil engineering to provide an analysis of the proposed grading to determine if it complies with the floodway requirements in the City of Rapid City Floodplain Ordinance. The ordinance requires that work in the floodway (the entire project is in the floodway) not cause any increase in 100 year flood elevations. The analysis requires inputting the proposed project grading into the original FEMA computer model of the Rapid Creek floodplain. FEMA and Corps of Engineers submittals are not included.

Task 4 – Parkway Design Services: LANDSCAPE ARCHITECT will provide concepts for integration of storm water quality and landscape enhancements within the designated parkway limits. LANDSCAPE ARCHITECT will be responsible, but not necessarily limited, to the following design services:

- ❖ Examine geotechnical investigation, survey information, and floodway requirements.
- ❖ Prepare alternative concepts for development of storm water quality and parkway enhancements.
- ❖ Prepare preliminary grading plans for floodway elevation analysis and review.

Exhibit A

04/10/09

for Omaha Street Storm Water Quality Project
Rapid City, South Dakota

- ❖ Provide a preliminary cost estimate for construction of proposed storm water quality enhancements.
- ❖ Submit Storm Water Quality recommendations to required regulatory agencies and presented to City representatives for additional input and comments.

Task 5 – Construction Documents: LANDSCAPE ARCHITECT will be responsible for the prepared of documents for bidding and construction of storm water quality improvements located within the designated project limits, and will be responsible, but not necessarily limited, to the following design services:

- ❖ Temporary site access, traffic control, and construction staging plan.
- ❖ Temporary storm water pollution and erosion control protection plan.
- ❖ Site earthwork and grading plan to establish vertical control for storm water quality improvements.
- ❖ Site layout plan to establish horizontal control for storm water quality improvements.
- ❖ Vegetative drainage systems to comply w/ requirements for storm water quality.
- ❖ Soil preparation, erosion control, turf seeding, and landscape systems plan.
- ❖ Expanded site plans and details for storm water quality improvements located within the project area limits.
- ❖ Provide final sealed construction drawings (22"x 34" format) and electronic documents ('pdf' format).

Task 6 – Bidding Services: LANDSCAPE ARCHITECT shall assist OWNER in securing bids and preparing contracts for execution. Some of the responsibilities during the Bidding Phase include:

- ❖ Arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders.
- ❖ OWNER shall pay directly for the cost of reproduction or shall reimburse Architect for such expenses.
- ❖ Prepare responses to questions from prospective bidders and provide clarifications and interpretations
- ❖ Provide OWNER with breakdown of construction items, quantities, and probable cost of construction.
- ❖ Organize and conduct a pre-bid conference for prospective bidders.
- ❖ Assist OWNER representatives to negotiate contract for construction

Task 7 – Construction Administration Services: LANDSCAPE ARCHITECT will provide construction administrative and observation services for portion of project as described above including the following:

- ❖ Attend preconstruction conference and required installation conferences.
- ❖ Answer questions related to storm water quality improvements during construction.
- ❖ Prepare supplemental documentation in response to requests for information or clarification by Contractor
- ❖ Review shop drawings and product submittals for conformance with contract documents.
- ❖ Prepare request for proposal for modifications in the scope of work.
- ❖ Visit site at intervals appropriate to the stage of contractor's site and landscape operations.
- ❖ Submit progress reports to document site and landscape work progress and unresolved issues.

Exhibit B
04/10/09

for Omaha Street Storm Water Quality Project
Rapid City, South Dakota

COMPENSATION SCHEDULE

PAYMENT FOR BASIC DESIGN SERVICES:

Compensation for the basic design services will be provided on a stipulated sum for each project task as outlined in the schedule below. Progress payments for Basic Design Services 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 Basic Design Services</u>	<u>Fee</u>
Task 1 – Topographical Survey	\$ 4,680
Task 2 – Geotechnical Investigation	\$ 2,000
Task 3 – Floodway Elevation Analysis	\$ 2,100
Task 4 – Storm Water Quality Concept	\$ 3,700
Task 5 – Construction Documents	\$ 6,400
Task 6 – Bidding Services	\$ 1,200
<u>Task 7 – Construction Administration Services</u>	<u>\$ 4,800</u>
Design Services =	\$ 24,880

PAYMENT FOR ADDITIONAL SERVICES:

Compensation for additional services not included in Basic Design 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>PROJECT PERSONNEL</u>	<u>Hourly Rate</u>
Project Manager	\$ 110.00
Landscape Architect / Engineer 1	\$ 95.00
Landscape Architect / Engineer 2	\$ 80.00
Architectural / Engineer Technician 1	\$ 70.00
Architectural / Engineer Technician 2	\$ 60.00
CAD & Drafting Technician	\$ 50.00