



March 9, 2006

Rod Johnson
Rapid City Engineering
300 Sixth St
Rapid City, SD 57701

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**RAPID CITY
PUBLIC WORKS**

Rod:

Thank you for asking Wyss Associates, Inc. to submit a proposal to prepare a new Haines Avenue Park Master Plan. I understand your desire is to have a plan that:

- Incorporates neighborhood input
- Reflects an initial Phase 1 budget of \$350,000 including professional fees
- Includes a nicely designed detention pond near the SW portion of the site
- Recognizes the adjacent school property uses
- Serves the neighborhood's recreation interests

Proposed Scope of Services:

Phase One - Programming:

This is the initial phase of work where we orient ourselves to the project scope and goals for the project. The meetings and "brain-storming" sessions will seek to identify the best and most achievable facilities. These will be an extension of the previous meetings we have already completed.

We will coordinate two neighborhood meetings/workshops. These meetings will seek to arrive at the best and highest recreational use for the neighborhood park. In addition, we will meet with the RC School District to arrive at a general understanding of the long-term use planned for their property. We will also coordinate our work with the design firms responsible for other adjacent developments as they might impact the Haines Avenue Park. We will have some preliminary existing site mapping prepared for these meetings for use as reference.

Phase Two - Site Evaluation:

We will obtain the best available site information from existing aerial photographs, topographic plans, past reports and surveys. The baseline information will be consolidated into our AutoCAD format and used as background information throughout the planning and design process. We will work closely with your office to avoid any duplication of efforts.

We will perform a technical evaluation of the site that addresses the significant terrain, surface drainage, vegetation, water condition, infrastructure and other conditions that could affect the planning activities. We will photograph all significant areas of the site.

Phase Three - Preliminary Master Plan:

This is the phase of the project where alternative scenarios and various proposed park facilities are arranged on the site. The concepts will be detailed to the degree necessary to display their suitability on the site.

The concepts will address the key items identified during the Programming and Site Evaluation Phases of this project. The location and configuration of the park features will vary, with the intent of exploring all the best uses for the property.

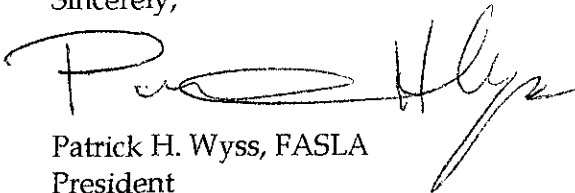
Phase Four - Master Plan:

We will prepare a final plan that incorporates the best aspects of the Preliminary Concepts, identifies potential capital requirements and establishes a prioritization of the development activities. The Master Plan will be prepared as a working "tool" for promoting the project, preparation of construction documents and obtaining necessary permits. The plan will be colored and mounted for ease of display. The cost projections will include a total proposed for the initial \$350,000; additional project phasing, if required will be included in the spreadsheet.

We propose to complete the Master Plan within a ten-week period from your authorization to proceed. The fee for the above services will be a total of \$9,250 plus direct expenses of copying and plotting which will not exceed \$500.

Please call me if you have any questions concerning this proposal.

Sincerely,



Patrick H. Wyss, FASLA
President

Authorization to Proceed:

Name/Title

Date

**ADDENDUM
HAINES AVENUE PARK MASTER PLAN PROPOSAL**

Wyss Associates, Inc. shall provide the City of Rapid City with proof of Professional Liability Insurance commensurate with the scope of the project.. A copy of the Certificate of Insurance shall be provided to the City Finance Officer and the Director of Parks and Recreation.

Wyss Associates, Inc. shall indemnify, defend and hold the City harmless from and all claims arising from design, site evaluation, programming and the Master Plan or from the conduct of its business or from any activity, work or things which maybe permitted or suffered by Wyss Associates, Inc. in or about the Project and shall further indemnify, defend and hold City harmless from and against any and all claims arising from any negligence of Wyss Associates, Inc. or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Wyss Associates, Inc. hereby assumes all risk of damage to property or injury to persons from its company or sub-contractors that are on the subject property performing investigation or design in or about the from any cause, and Wyss Associates, Inc. hereby waives all claims in respect thereof against the City, except where said damage arises out of negligence of Wyss Associates, Inc.

Wyss Associates, Inc. shall cause each insurance policy carried by Wyss Associates, Inc. insuring the Master Plan design and development and the City shall cause each insurance policy carried by City insuring the property to be written in a manner so as to provide that the insurance companies waive all right of recovery by way of subrogation against the Wyss Associates, Inc. and City in connection with any loss or damage covered by any such policies. Neither party shall be liable to the other for any loss or damage enumerated in such policies. If the releases of either City or Wyss Associates, Inc. as set forth in this paragraph shall contravene any law with respect to exculpatory agreements, the liability of the partying question shall be deemed not released but shall be deemed secondary to the latter's insurance.

CITY OF RAPID CITY

WYSS ASSOCIATES, INC.

Mayor

President

ATTEST:

Finance Officer
(SEAL)

