



June 6, 2006

Jerry Cole, Director
Department of Parks & Recreation
125 Waterloo Street
Rapid City, SD 57701.

RE: FEE PROPOSAL FOR PLAYGROUND IMPROVEMENTS AT RAPID CITY PARKS

Jerry:

As requested, the following is a proposal to prepare a landscape architectural design for the playground improvements at Scott Mallow Park and College Park in Rapid City. After discussions with you and other city staff, we have prepared a comprehensive scope of services for the project and associated design fees that will assist you in reaching the goal of implementing new playground improvements in these very important Rapid City neighborhood parks.

Proposed Scope of Services:

Programming:

This is the initial phase of work where we orient ourselves to the project scope and goals for the project. This phase will be an extension of our previous informal meetings and will include input from various interest groups and neighborhood residents.

1. Conduct a project kick-off meeting with city staff and designated individuals.
2. Prepare a site study/analysis and gather base data needed for both Scott Mallow and College Park.
3. Prepare base maps and develop sheet set-ups for the project.
4. Review playground safety/ADA requirements through published materials and consult with the city staff's registered playground inspector.
5. Develop a project schedule to guide the design work and set appropriate deadlines to meet throughout the project's design and implementation.
6. Conduct park programming efforts to identify the program elements desired and the space requirements for each.
7. Conduct one (1) public meeting for each park.
8. Conduct one (1) design review team meeting where city staff and other identified individuals would be present to assist in programming, budget development, and needs identification for each park.
9. Develop a project budget.
10. Prepare necessary meeting notes for the project.

Schematic Design

During this phase we will provide the following design services:

1. Develop preliminary concepts for each park.
2. Develop presentation graphics for public review meetings.
3. Conduct Scott Mallow Park public meeting for input on initial preliminary concepts.
4. Conduct College Park public meeting for input on initial preliminary concepts.
5. Develop an Opinion of Probable Costs based on the two preferred concepts.
6. Attend one (1) review meeting with city staff.
7. Adjust programming/design criteria after public review meetings and meeting with city staff.
8. Prepare meeting notes as necessary.

Preliminary Design

During this phase we will provide the following design services:

1. Materials study/selection
2. Drawing setup/coordination
3. Develop preliminary drawings to 35% level of completeness.
4. Conduct 35% plan review meeting with city staff.
5. Refine project budget after completion of preliminary design phase.

Final Construction Documents

During this phase we will provide the following design services:

1. Develop project specifications.
2. Develop final construction documents.
3. Refine project budget as needed during final construction document phase.
4. Conduct 75% plans review meeting with city staff.
5. Conduct 95% plans review meeting with city staff.

Construction Administration

During this phase we will provide the following design services:

1. Bidding services/addenda/ conduct pre-bid meeting
2. Attend bid opening and assist with bid review
3. Perform Construction Administration services as discussed during project scoping meeting.
4. Review project budget at end of construction and provide a summary.
5. Provide a warranty inspection at one year from Substantial Completion of project.

We propose to complete the above professional design services following the project schedule contained in the original Request for Proposal as closely as possible. We can begin upon written receipt of your authorization to proceed.

Jerry Cole
June 6, 2006
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The fee for the above professional design services will be a lump sum of \$25,900 plus direct expenses, not to exceed \$500 of plotting, copying, blueprinting, and exhibit preparation. The fee for the preparation of a topographic survey from a registered land surveyor for Scott Mallow Park will be an additional \$3,200 and will be billed at a direct cost.

We look forward to working on this very meaningful project for the City of Rapid City and will be awaiting your Authorization to Proceed. Thank you for choosing Wyss Associates, Inc. for this project. If you have any questions, please contact our office at your earliest convenience.

Sincerely,

WYSS ASSOCIATES, INC.



Michael A. Bender, ASLA, RLA, CLARB Certified
Director Landscape Architect

Authorization to Proceed:

Signature

Date

Printed Name

Title

**ADDENDUM
PLAYGROUND IMPROVEMENTS AT RAPID CITY PARKS 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, project specifications and construction administration 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 Playground Improvements 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)

State of South Dakota)
SS.
County of Pennington)

On this the _____ day of _____, 2006, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

State of South Dakota)
SS.
County of Pennington)

On this the _____ day of _____, 2006, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the President of Wyss Associates, Inc., and that he, as such President, being authorized so to do, executed the foregoing instrument by signing the name of Wyss Associates, Inc. by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota

My Commission Expires:

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE