

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Review of Landscape Ordinance

THIS AGREEMENT made on this _____ day of August, 2007 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Designworks, Inc. 526 St. Joseph Street, Suite B, Rapid City, SD 57701 hereinafter referred to as CONSULTANT. This project will encompass the Review of Landscape Ordinances (hereinafter called the Project).

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of planning services by CONSULTANT and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES TO CONSULTANT

1.1 General

CONSULTANT shall provide to OWNER landscape architecture and planning services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S landscape architecture and planning services representative for the Project, providing landscape architecture and planning consultation and advice and furnishing selected landscape ordinance recommendations.

1.2 Scope of Work

The Basic Services Scope of Work is described in detail in Exhibit A and shall include analysis of the existing Rapid City Landscape Ordinances and recommended amendments, new ordinances and/or other measures and the public involvement process.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- 2.1.2 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining

financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto);
- 2.1.4 Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER'S office as required by Section 1, or other services as detailed in Exhibit A.
- 2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.
- 2.1.6 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).
- 2.1.7 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 The Growth Management Director or their designee shall act as OWNER'S representative with respect to the services to be rendered under this Agreement. The Growth Management Director shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the Project.
- 3.2 Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- 3.3 Examine all studies, reports, sketches, drawings, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services.
- 3.5 Furnish or direct CONSULTANT to provide Additional Services as stipulated in paragraph

2.1 of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The CONSULTANT'S period of service shall complete the scope of work stated in Exhibit A by March 14, 2008, provided a written "Notice to Proceed" is issued by August 13, 2007.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1 *For Basic Services.* OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 in an amount not-to-exceed **Fifty thousand dollars (\$50,000), including reimbursable expenses**, as detailed in attached Exhibit B.

5.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to CONSULTANT'S salary cost times the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31.

5.1.1.2 The approval and acceptance of the fixed billing rates as detailed in attached Exhibit "B" will be contingent upon CONSULTANT providing the required cost breakdowns to verify that costs are in compliance with 48 CFR Part 31 and 23 CFR Part 172.

5.1.1.3 OWNER shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses approved by OWNER. The term Reimbursable Expenses has the meaning assigned to it in paragraph 5.4 in accordance with 48 CFR Part 31.

- 5.1.2 *For Additional Services.* OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

5.1.2.1 *General.* For additional services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 on the same basis as outlined in paragraphs 5.1.1.1, 5.1.1.2 and 5.1.1.3.

5.2 Times of Payments

- 5.2.1 CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

For these services the OWNER shall make prompt monthly payments to the CONSULTANT based on monthly billings submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Exhibit B. The remaining 10% shall be due upon approval of the Final Report for the Project as accepted by OWNER.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT'S statement the CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- 5.3.2 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.
- 5.3.3 The employees of CONSULTANT, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.
- 5.3.4 *Records.* The CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies thereunder if originals be lost at such reasonable time and place as may be designated by the OWNER and shall permit extracts and copies thereof to be made during the contract period and for three years after the date of final payment to CONSULTANT.

All personnel employed by CONSULTANT shall maintain time records for time spent performing work on study described in this Agreement for a period of three years from the conclusion of the study. Time records and payroll records for said personnel shall be similarly retained by CONSULTANT for a period of three years from the conclusion of the study.

Upon reasonable notice, the CONSULTANT will allow OWNER auditors to audit all records of the CONSULTANT related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

- 5.3.5 *Inspection of Work.* The CONSULTANT shall, with reasonable notice, afford OWNER or representative of OWNER reasonable facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT'S premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.
- 5.3.6 *Audits.* The CONSULTANT shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of

his duties.

- 5.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER. Payment as required in 49 CFR 26.29:

The CONSULTANT shall pay subcontractors or suppliers within 15 days of receiving payment for work that is submitted for progress payment by the OWNER. If the CONSULTANT withholds payment beyond this time period, written justification by the CONSULTANT shall be submitted to the OWNER upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the OWNER may withhold future estimated payments and/or may direct the CONSULTANT to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

- 5.3.8 In the event the service to the contract are terminated by the OWNER for fault on the part of the CONSULTANT, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the CONSULTANT on the work which is the cause of the at-fault termination. The CONSULTANT shall be paid only for work satisfactorily performed and delivered to the OWNER up to the date of termination. After audit of the CONSULTANT'S actual costs to the date of termination and after determination by the OWNER of the amount of work satisfactorily performed, the OWNER shall determine the amount to be paid the CONSULTANT.

5.4 Definitions

- 5.4.1 Reimbursable Expenses means the actual expenses incurred by CONSULTANT or CONSULTANT'S independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0 as determined in accordance with CONSULTANT'S normal accounting practices.

5.5 Ownership of Data

Documents and all products of this Agreement are to be the property of the OWNER. Any reuse of the document on other projects or extensions of the project shall be at OWNER'S sole risk and liability.

5.6 Publication and Release of Information

The CONSULTANT shall not copyright material developed under this Agreement without written authorization from the OWNER. The OWNER reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

5.7 Acquisition of Property or Equipment

The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

5.8 Independent Consulting and Subcontracting

While performing services hereunder, CONSULTANT is an independent contractor and not an officer, agent, or employee of the City of Rapid City.

Any employee of the CONSULTANT engaged in the performance of services required under the agreement shall not be considered an employee of the OWNER, and any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees or other persons while so engaged and any and all claims made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered herein by the CONSULTANT shall in no way be the obligation or responsibility of the OWNER.

CONSULTANT shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by CONSULTANT which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, will be provided pursuant to Section 2 of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

5.9 Personnel Employment

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.

5.10 Nondiscrimination/ADA

The CONSULTANT agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The CONSULTANT agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The CONSULTANT agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

5.11 Claims

To the extent authorized by law, the CONSULTANT shall indemnify and hold harmless the OWNER, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, to the extent such claims are caused by any negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the CONSULTANT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, to the extent such claims are caused by OWNERS negligent acts in connection with the PROJECT and acts of its employees, agents, subcontractors or assignees.

It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

5.12 Acceptance and Modification

This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

5.13 Termination or Abandonment

The CONSULTANT and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, CONSULTANT shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse CONSULTANT for all work completed to the date of termination.

In the event the CONSULTANT breaches any of the terms or conditions hereof, this Agreement may be terminated by the OWNER at any time with ten (10) days written notice and an opportunity to cure. If termination for such a default is effected by the OWNER, any payments due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the OWNER because of CONSULTANT'S default. Upon termination the OWNER may take over the work and may award another party an agreement to complete the work under this Agreement. If after the OWNER terminates for a default by CONSULTANT it is determined that CONSULTANT was not at fault, then the CONSULTANT shall be paid for eligible services rendered and expenses incurred up to the date of termination.

SECTION 6 – GOVERNING LAW

This agreement and any dispute arising out of this agreement shall be governed by the laws of the

State of South Dakota.

6.1 Forum Selection

Any dispute arising out of this contract shall be venued in Pennington County in the Circuit Court for the Seventh Judicial Circuit.

6.12 Compliance Provision

The CONSULTANT shall comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT shall procure all licenses, permits or other rights necessary for the fulfillment of its obligation under the Agreement.

SECTION 7 – MERGER CLAUSE

This written agreement including the attached exhibit constitutes the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 8 – INSURANCE AND REPORTING

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the OWNER the following certificates of insurance and assure that the insurance is in effect for the life of the contract:

- A. Commercial General Liability Insurance: CONSULTANT shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: CONSULTANT agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than \$1,000,000.00.

The insurance provided for general liability and errors and omissions shall be adequate for the liability presented, and shall be written by an admitted carrier in the State of South Dakota.

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance: CONSULTANT shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the CONSULTANT shall furnish the OWNER with

properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the OWNER.

REPORTING

CONSULTANT agrees to report to the OWNER any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject CONSULTANT, or the OWNER or its officers, agents or employees to liability. CONSULTANT shall report any such event to the OWNER immediately upon discovery.

CONSULTANT'S obligation under this section shall only be to report the occurrence of any event to the OWNER and to make any other report provided for by their duties or applicable law. CONSULTANT'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the OWNER under this section shall not excuse or satisfy any obligation of CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 10 - SEVERABILITY PROVISION

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by their duly authorized officers on the day, month and year first written above.

OWNER:


CONSULTANT:

BY: _____
Alan Hanks, Mayor
Date: _____

BY: _____
Designworks, Inc.
526 St. Joseph Street, Suite B
Rapid City, SD 57701
Date: _____

BY: _____
Finance Officer

APPROVED AS TO FORM


Joel Landeen
Assistant City Attorney

7-24-07
DATE

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this ____ day of _____, 200__, before me, a Notary Public, personally appeared _____, known to me to be the Mayor of the City of Rapid City, and _____, known to me to be the Finance Officer of the City of Rapid City and acknowledge to me that they did sign the foregoing document as such officers and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 200__, before me, a Notary Public, personally appeared _____, known to me to be a Principal of _____, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

Address for Giving Notices:

City of Rapid City
Growth Management Department
300 Sixth Street
Rapid City, South Dakota 57701

Address for Giving Notices:

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

Exhibit A

SCOPE OF WORK

Task 1 Review and Assessment

The Consultant shall review all current Federal, State and local requirements for landscaping, beginning with Rapid City Municipal Code Section 17.50.300, to determine existing landscaping requirements for the City of Rapid City. Considerable work has previously been done by the Beautification Committee toward revising the landscaping ordinances. This information will be made available to the Consultant and the Consultant shall consider this information as part of their review and assessment.

The Consultant shall review and determine current practices, environmental and seasonal factors, and standards appropriate to the culture, context and custom of the community for both construction and maintenance of landscaping. The Consultant will involve the public, stakeholders and various community agencies and decision makers in the process. The Consultant will review and assess what can be learned from demonstration projects such as the Bureau of Reclamation's Demonstration Garden, The Journey Museum's landscaping, Canyon Lake Park Demonstration Garden as well as other existing public and private facilities in the community.

The Consultant shall review the existing regulatory framework for landscaping, and evaluate the need and appropriateness to develop, change, amend, clarify, and otherwise create a new ordinance(s). The Consultant shall explore the need and appropriateness of minimum standards for landscaping in keeping with the purposes and objectives set forth in the Rapid City Municipal Code. The review and assessment of the landscaping ordinance shall include an analysis of water conservation measures, integration of storm water management techniques and the aesthetic impacts of the landscaping requirements. As part of its review and assessment, the Consultant shall gather information from communities of similar size and characteristics for comparison and informational purposes.

The Consultant shall submit a summary of their findings at the end of this task (Technical Report 1).

Task 2 Public Information and Participation Meetings

The Consultant shall hold public meetings and participate in meetings with various interest groups as determined with input from city staff. The purpose of these meetings will be to distribute public information and solicit public input on the City's landscaping ordinances. As part of these public meetings, the Consultant will provide examples of landscaping, examples of best practices in landscaping, and such other information intended to elicit comment and discussion from the interested groups and the public.

The Consultant will compile data, maps and other visual aids for public presentations regarding the analysis. The Consultant will be required throughout the duration of the contract to attend necessary meetings to discuss the issues related to the review of the City's Landscape Ordinance.

TASK 3 Preliminary Report

The Consultant will hold a public meeting to present their preliminary findings, conclusions and recommendations for comment and feedback. The Consultant shall also provide any other information developed as a part of its work under the contract pertinent to the purposes and objectives for this project.

The Consultant will present no fewer than fifteen (15) copies of the preliminary findings, conclusions and recommendations in report form (Technical Report 2). In addition, the Consultant shall provide the report in a copy ready format as well as a digital or pdf format suitable for the City to post on its website.

Task 4 Final Report

The Consultant shall schedule a public meeting to present a Final Report (Technical Report 3), which shall include any proposed ordinances to enact the study findings, conclusions and recommendations. The proposed ordinance shall be in a form appropriate for review by the City Attorney and presentable to the City Council for passage into law.

The Consultant shall accept written and oral comments from the public throughout the process. A summary of the information received from the public shall be made part of final submission in report format (Technical Report 3).

The Consultant will present no fewer than fifteen (15) copies of their report (Technical Report 3), including findings, conclusions and recommendations. A draft recommended ordinance(s) in a form approved by the City shall be provided as an attachment to the Final Report (Technical Report 3). The Consultant shall provide the Final Report in a copy ready format as well as a digital or pdf format suitable for the City to post on its website.

TASK 5 Ordinance Adoption

If the City Council decides to move forward with adoption of the proposed ordinance prepared by the Consultant, then in that event, the Consultant shall make itself available, through its employees, before such committees, commissions and the City Council as may be necessary as a part of the ordinance adoption process. In no event shall this requirement exceed seven (7) appearances by the Consultant as part of this process. The Consultant will work closely with City staff and officials to schedule and prepare for these appearances.

PERIOD FOR PERFORMANCE.

The date for the initiation of the contract as well as the overall contract performance period will be negotiated with the selected consultant based on the tentative time schedule listed below:

Notice to Proceed	August 13, 2007
Technical Report 1 Due	October 24, 2007
Technical Report 2 Due	December 14, 2007
Technical Report 3 Due	February 15, 2008

COMPENSATION SCHEDULE

PAYMENT FOR DESIGNATED SERVICES:

Compensation for the designated services shall be paid based on direct labor and overhead rates outlined below in the schedule of personnel hourly rates. Total compensation for designated services shall not exceed Fifty thousand dollars (\$50,000), including reimbursable expenses. 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.

<u>Schedule of Services</u>	<u>Fees</u>
Task 1 – Review and Assessment	\$ 10,440
Task 2 – Public Input and Participation	\$ 5,580
Task 3 – Preliminary Report	\$ 20,840
Task 4 – Final Report	\$ 10,580
Task 5 – Ordinance Adoption	\$ 2,560
Total Fee =	\$ 50,000

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	\$ 95.00
Designworks – Land Planner	\$ 85.00
Designworks –Landscape Architect	\$ 75.00
Designworks –Research Specialist	\$ 65.00
Designworks - CAD & Drafting Technician	\$ 55.00