

CONTRACT FOR LANDSCAPE ARCHITECTURAL SERVICES
Master Trails Plan Preparation
For Skyline Drive Wilderness Park
Department of Parks and Recreation – Rapid City, South Dakota

Agreement made this _____ day of March, 2008 between the City of Rapid City, South Dakota, Department of Parks and Recreation, herein referred to as "Client" and Eastin Outdoors, Inc., 858 N. Jackson, Fayetteville, Arkansas, herein referred to as "Consultant".

The Client and the Consultant have jointly prepared a detailed, written description of the scope of proposed services and attached said description hereto as Exhibit A and incorporate said description herein by reference as if set forth word for word.

For the consideration set forth herein, the parties agree as follows:

1. Consultant being the firm selected, through the review of submitted proposals, shall provide to the Client the services set forth on Exhibit 'A' hereto, and as shown on the attached plan.
2. The Client shall pay the Consultant the price and amount set forth on Exhibit 'B' hereto.
3. In addition to paying the amount set forth on Exhibit 'B' hereto, the Client shall designate representatives who are authorized to make decisions on the Client's behalf when requested to do so by the Consultant.
4. Terms of Payment: Payment will be reimbursed on receipt of invoice from Consultant. Payments will be due based on progress of work completed. The final ten percent (10%) will be due upon completion of the project. Completion of the project shall occur when the final, completed trails master plan is approved and accepted by the Client. Maximum payment term will be forty-five days (45) from date of associated invoice.
5. Assignment: Neither party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement without the prior written consent of the other party.

6. Delegation of Duties: Neither party to this agreement shall delegate any of its duties hereunder without prior written consent of the other party.

7. Attorney's Fees: In the event of any litigation arising from, or related to, the services provided under this agreement, the successful party shall be entitled to recovery of all reasonable costs incurred, including staff time, attorney's fees and court costs as determined by a court of competent jurisdiction.

8. Entire Agreement: This agreement, including Exhibit 'A' and Exhibit 'B', comprises the final and complete agreement between the Client and the Consultant. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this agreement. Amendments, alterations, modifications, or other changes to this agreement shall not be binding unless made in writing by both the Client and the Consultant.

9. *Force majeure*: This agreement shall be inoperative during such period of time as delivery or except may be rendered impossible by reason of fire, strike, acts of God, inclement weather conditions, government regulations, or other cause beyond the control of either party.

10. Changed Conditions: The Client shall rely on the Consultant's judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Contractor agrees to defend, indemnify and save harmless the City from any and all claims, damages, costs and expenses, including reasonable attorney fees, arising out of or in connection with the conduct or design of the trails by the Contractor.

IN witness whereof, the parties have executed this agreement this _____ day of March, 2008.

CITY OF RAPID CITY

EASTIN OUTDOORS, INC.

Mayor

President

ATTEST:

Finance Officer

(SEAL)