

PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT made and entered into this ____ day of _____ 2008, by and between the City of Rapid City (OWNER), and Wyss Associates, Inc., CONSULTANT in reference to Vickie Powers Memorial Park, Phase (Project), for CONSULTANT'S professional design services in connection with the Project described herein.

ARTICLE I: THE PROJECT

The project, as used herein, refers to providing landscape architectural and support engineering design services as described in the attached Scope of Design Services (Exhibit A) for improvements proposed at Vickie Powers Memorial Park in Rapid City, South Dakota.

ARTICLE II: SCOPE OF WORK

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

ARTICLE III: PERIOD OF SERVICE

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

- B. Expenses actually incurred for the PROJECT by CONSULTANT for designated services are included within the stipulated fees as indicated on the attached Compensation Schedule – ‘Payment for Designated 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 Expenses’ (Exhibit B).
- C. In the event there are significant changes in the PROJECT scope or schedule, OWNER and CONSULTANT 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 Expenses’ (Exhibit B).
- D. CONSULTANT 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 sixty days from date of invoice.

ARTICLE V: GENERAL CONDITIONS

- A. **Standard of Care:** The CONSULTANT shall perform the services set forth in this AGREEMENT exercising the same care, skill and diligence as people engaged in CONSULTANT’S professional ordinarily exercise under like circumstances. CONSULTANT warrants that it has the knowledge and ability to provide the services called for in this contract.
- B. **Professional Services:** The CONSULTANT represents that the services furnished under this AGREEMENT will be in accordance with generally accepted professional practices. The CONSULTANT 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 Provided to Consultant:** The OWNER or its agent shall furnish all tests, permits and reports that are required by law or that are necessary for performance of services that may not be itemized as part of the Scope of Services. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT, and CONSULTANT will not be responsible for hidden conditions or other parties’ interpretations or use of the information developed. If OWNER observes or otherwise becomes aware of any fault or defect in the PROJECT or the information provided to CONSULTANT, OWNER shall give prompt written notice thereof to CONSULTANT.
- D. **Changes in Agreement:** No changes shall be made in this AGREEMENT, except as agreed to in writing by OWNER and the CONSULTANT. 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 CONSULTANT 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 CONSULTANT against all damages, claims, and losses including defense costs arising out of reuse of any part of the documents without the written authorization of CONSULTANT.

ARTICLE VI: SUPPLEMENTARY DOCUMENTS

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

- Exhibit A: Scope of Design Services
- Exhibit B: Compensation Schedules
- Exhibit C: Project Schedule

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

CONSULTANT
Wyss Associates, Inc.
728 Sixth Street
Rapid City, SD 57701

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

Patrick Wyss, President

Alan Hanks, Mayor

Signature

Signature

Date: _____

Date: _____

Finance Officer

(SEAL)

Exhibit A Scope of Design Services

PROJECT OBJECTIVE

The PROJECT, as used herein, refers to providing professional landscape architectural and support engineering design services for Vickie Powers Park Design and Construction Management services. The budget of \$850,000 has been established for project construction and design services. The proposed park improvements to be included in this phase of work include:

1. Site Work at Vickie Powers Memorial Park
 - Testing & surveying
 - Topsoil removal, stockpiling and placement
 - Erosion control
 - Earthwork
 - Detention pond outlet structure
 - Pedestrian crossing
 - Water, sewer and storm sewer service
 - Electrical services
 - Parking lot and playground lighting
 - Asphalt paving
 - Base course
 - Crushed limestone walk
 - Concrete paving
 - Curb & gutter
 - Parking lot striping
 - Fencing
 - Trail development
 - Irrigation system
 - Hydroseeding, fertilizing & mulching
 - Trees

2. Alternate Bid Items
 - Basketball Court Surface
 - Basketball Standards and Goals
 - Basketball Court Lighting
 - Skate Park pad (concrete)

3. Professional Services
 - Geotechnical Engineering Services
 - Engineering & Surveying Services
 - Electrical Engineering Services
 - Landscape Architectural Design Services
 - Allowance for final plans and specifications

Exhibit A (Continued)

SCOPE OF DESIGNATED SERVICES:

The following tasks are anticipated based on the project objectives and desired elements as outlined by the City of Rapid City, Department of Parks and Recreation.

A. DESIGN DEVELOPMENT PHASE:

Project Orientation & Programming: CONSULTANT will meet with OWNER Representatives to discuss all project requirements, and to determine all goals and objectives for the improvements. CONSULTANT will review with owner project information such as property and topographical survey information, utility plans, geotechnical reports, and other available site information provided by the Consultant or subcontractors.

Topographical Survey Information: CONSULTANT will contract with FMG, Inc. for supplemental topographical survey work that may be required for verification of existing site conditions within the limits of the project sites.

Site Inventory and Analysis: The CONSULTANT will visit the project site to investigate existing conditions, inventory natural resources, and to identify potential park development opportunities and constraints. Existing park use compatibility, circulation, interpretive issues, landscaping and irrigation, utilities, slope & topography, soil & drainage, vegetation, and other significant site information will be evaluated.

Park Design Development: CONSULTANT will evaluate OWNER suggestions and proposed concepts, and will further cultivate design elements for enhancements proposed at the park. CONSULTANT will prepare design review submittal delineating development alternatives and recommendations.

Probable Cost of Construction: The CONSULTANT will provide a preliminary cost estimate for proposed park improvements. The cost estimate will provide a breakdown for Phase I of construction.

Design Development Review: Design development plans and recommendations will be submitted by Consultant to required regulatory agencies and presented to City representatives for additional input and comments. During the design review, concepts will be evaluated and alternatives selected for refinement. Priorities for proposed development will be outlined.

B. CONSTRUCTION DOCUMENT PHASE:

Staging Plan: CONSULTANT will provide construction staging plans as necessary to prepare the park for construction. Park documents are to include site preparation requirements, vegetative removal areas, temporary fencing & traffic control, erosion control, and specifications as required for bidding and construction.

Layout Plans & Details: CONSULTANT will provide construction layout documents for parking lot, walkways, picnic areas, and other site improvements as necessary for horizontal control. Park layout documents are to include dimensioned layout plan, related construction details, and specifications as required for bidding and construction.

Grading Plan & Details: CONSULTANT will provide grading plans as necessary for vertical control. CONSULTANT will prepare construction documents required for earthwork, site grading, drainage improvements, slope stabilization, and erosion control required for renovation of the park. Park grading documents are to include existing and proposed contours and spot elevations, and specifications as required for bidding and construction.

Irrigation Plan & Details: CONSULTANT will provide irrigation design and prepare construction documents for the installation of underground irrigation system at the proposed project site. Irrigation documents are to include irrigation plans, hydraulic calculations, irrigation equipment schedule, installation details, and specifications as required for installation.

Landscape Plan & Details: CONSULTANT will provide landscape design and prepare construction documents for the installation of trees, shrubs, and other ground cover applications at the proposed project site. Landscape documents are to include planting plan, plant materials schedule, planting details, erosion control & soil prep, and landscape specification as required for bidding and construction.

Site Electrical and Lighting: CONSULTANT will contract with Skyline Engineering, LLC for electrical engineering services to design power distribution and site lighting within the project areas. Electrical service is anticipated for walkway lighting, picnic shelter lighting, irrigation controller and for outdoor service outlets.

Site Construction Details: CONSULTANT will provide construction details and specifications required for pedestrian/bike trails, parking lot & access road, picnic shelter pad, and other park features as required for bidding and construction.

Coordination & Review: CONSULTANT will submit construction documents to regulatory agencies and City representatives for final input and approval.

C. BIDDING PHASE

Document Printing & Distribution: CONSULTANT will revise construction documents as necessary and will reproduce and distribute final documents for bidding. CONSULTANT will submit original construction plans and specifications to the City of Rapid City.

Estimate Quantities and Construction Costs: CONSULTANT will provide the OWNER with a breakdown of construction items, estimated quantities, and will provide an estimate for the probable cost of construction.

Bidding / Negotiate Contract for Construction: CONSULTANT will be available to answer questions from bidders and to clarify bidding requirements. CONSULTANT will assist OWNER representatives to negotiate contract for construction.

D. CONSTRUCTION ADMINISTRATION PHASE:

Construction Administration: CONSULTANT will provide construction administrative services for project as described above. Construction administration services are to include: answer contractor questions, review shop drawings, review pay applications, provide supplemental instructions, prepare field and change orders, attend construction meetings, and provide interim on-site observation during construction.

SERVICES NOT INCLUDED

The following services are not included within this designated scope of services:

Federal or State regulatory requirements not identified within this scope of work.
Preparation of record (as-built) drawings
Environmental impact and assessment reports
Full time construction inspection

Exhibit B Compensation Schedule

PAYMENT FOR DESIGNATED SERVICES

Compensation for the designated services is based on a stipulated sum as outlined in the schedule below. 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. The stipulated sum includes professional services, travel and office expenses, overhead, and profit to complete the designated scope of services.

| Schedule of Services | Fees |
|---|--------------|
| A. Geotechnical Engineering Services | \$ 4,000.00 |
| B. Engineering & Surveying Services | \$ 15,415.00 |
| C. Electrical Engineering Services | \$ 9,500.00 |
| D. Landscape Architectural Design Fees | \$ 83,950.00 |
| E. Allowance for Final Plans and Specifications | \$ 5,000.00 |
| Total Design Fee = | \$117,865.00 |

Exhibit C Project Schedule

| Project Schedule | Proposed Timeline |
|--------------------------------------|--------------------------|
| Project Orientation and Programming: | July 2008 |
| Design Development | August 2008 |
| Design Review | September 2008 |
| Construction Documents | October 2008 |
| Coordination and Review | October 2008 |
| Bid Opening and Negotiate Contract | November 2008 |
| Start Construction | January 2009 |
| Construction Period | January thru August 2009 |
| Complete Construction | August 2009 |
| Completion Date (contract deadline) | October 2009 |