
SERVICE AGREEMENT

Between Owner and Consultant for Designated Services

This **SERVICE AGREEMENT** is made and entered into this ____ day of October, 2005, by and between the City of Rapid City (OWNER) and Designworks, Inc. (CONSULTANT) in reference to Omaha Street Corridor Enhancement Project – Phase 1 (PROJECT), for CONSULTANT'S professional design services in connection with the PROJECT described therein.

ARTICLE I - THE PROJECT

The PROJECT, as used herein, refers to providing landscape architectural, surveying, and engineering services to prepare construction documents and to provide construction administration services as described in the attached Scope of Design Services (Exhibit A) for site improvements proposed at 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 renegotiating 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 mutually agreed upon schedules. 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 Services' (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 thirty days from date of invoice. Interest will be charged on any unpaid portion at the interest rate of one percent per month.

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 profession 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 Provide 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.

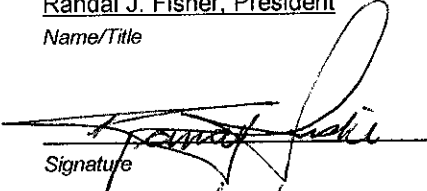
Exhibit A: Scope of Design Services	(10/04/05)
Exhibit B: Compensation Schedules	(10/04/05)

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

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

Randal J. Fisher, President
 Name/Title


 Signature

Date: 10/06/05

 Name/Title

 Signature

Date: _____

SCOPE OF DESIGN SERVICES

PROJECT OBJECTIVE:

The PROJECT, as used herein, refers to providing professional landscape architectural, surveying and engineering design services to prepare construction documents and to provide construction administration services for improvements proposed at Memorial Park as identified by master plan ('Omaha Street Corridor Enhancement Project Master Plan', Dated: May 2005). The construction budget for park improvements has been estimated at approximately \$ 560,000. The proposed park improvements including in this phase of work include:

PROJECT AREA:

The project area contains the area between Rapid Creek and Omaha Street from 8th Street to 5th Street, known as Memorial Park in Rapid City, South Dakota.

PROJECT PARK COMPONENTS:

The renovation and enhancements proposed for 'Memorial Park' in this phase of services include:

- o Pedestrian / bicycle trail modifications
- o Park landform and drainage improvements
- o Landscape system enhancements
- o Irrigation system renovation
- o Walkway and park area lighting
- o Storm water management demonstration area
- o 'Lasting Legacy' plaza renovation
- o 'Veteran's Memorial' area improvements
- o 'Mid-Block' park entry improvements

SCOPE OF DESIGNATED SERVICES:

The following tasks are anticipated based on the project objectives and desired elements as outlined by the Project Task Force and the City of Rapid City.

A. TOPOGRAPHICAL SURVEY AND SITE ANALYSIS PHASE:

Topographical Survey: CONSULTANT will contract with FMG, Inc. for topographical survey and map of 'Memorial Park'. The area to be surveyed and mapped is from Rapid Creek to Omaha Street between 5th Street and 8th Street. The survey will extend to the north edge of the creek and be bounded by the curb and gutter on the park side of the perimeter streets. The survey is also to extend under the 8th Street Bridge to the west side.

Site Inventory and Analysis: The CONSULTANT will visit the project sites 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.

B. 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 project information as provided by OWNER such property & topographical survey information, utility plans, geotechnical reports, and other available site information.

Storm Water Management Demonstration Area: CONSULTANT will review engineering recommendations and provide design for a storm water management area to mitigate the impacts of storm water quality. Storm water management area will include storm outfall structure, wetland, and discharge structure.

Park Design Development: CONSULTANT will evaluate master plan concepts and will further cultivate design elements for renovation of the park. Preparation of design development submittal will include additional design information for the following park components as identified above.

Probable Cost of Construction: The CONSULTANT will provide a preliminary cost estimate for construction of proposed park renovation and improvements. The cost estimate will provide a breakdown for each phase of construction.

Design Development Review: Design development plans and recommendations will be submitted 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.

C. CONSTRUCTION DOCUMENT PHASE:

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

Layout Plans & Details: CONSULTANT will provide construction layout documents for walks, plaza areas, storm water management areas, and other site improvements as necessary for horizontal control. Park layout documents are to include dimensioned layout plan, related construction details, and specification 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.

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. CONSULTANT will provide landscape plan for storm water management area including wetland and riparian plant habitats. Landscape documents are to include planting plan, plant material schedule, planting details, erosion control & soil prep, and landscape specification as required for bidding and construction.

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

Site Electrical and Lighting: CONSULTANT will contract with West Plains Engineering for electrical engineering services to design power distribution and site lighting within the park area. Electrical service is anticipated for walkway lighting, sculpture & memorial accent lighting, irrigation controller, and for outdoor service outlets.

Site Construction Details: CONSULTANT will provide construction details and specifications required for pedestrian/bike trails, memorial and sculpture plaza areas, park identification and directional signage, bridge surface improvements, pond structures, and other custom park features identified by master plan as required for bidding and construction.

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

D. BIDDING PHASE:

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

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.

E. 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 to provide interim on-site observation during construction.

SERVICES NOT INCLUDED:

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

- Printing & issuing construction document to bidders.
- Full time construction inspection.
- Preparation of as-built drawings.
- Environmental impact and assessment reports
- Operational and management plans
- Provide geotechnical engineering for subsurface exploration.

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.

<u>Schedule of Services</u>	<u>Fees</u>
A. Topographical Survey & Site Analysis Phase	\$ 10,000
B. Design Development Phase	\$ 14,000
C. Construction Document Phase	\$ 24,000
D. Bidding Phase	\$ 2,400
E. Construction Administration Phase	\$ 14,480
Total Design Fee =	\$ 64,880

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	\$ 85.00
Designworks – Senior Landscape Architect	\$ 75.00
Designworks – Design Landscape Architect	\$ 60.00
Designworks - CAD & Drafting Technician	\$ 45.00
Designworks - Office Support & Clerical	\$ 30.00
FMG – Principle Engineer PE	\$ 90.00
FMG – Design Engineer PE	\$ 70.00
FMG – Survey Crew	\$ 90.00
FMG – Registered Survey	\$ 65.00
WPE – Senior Engineer PE	\$ 90.00
WPE – Design Engineer PE	\$ 65.00
WPE – CAD & Drafting Technician	\$ 45.00