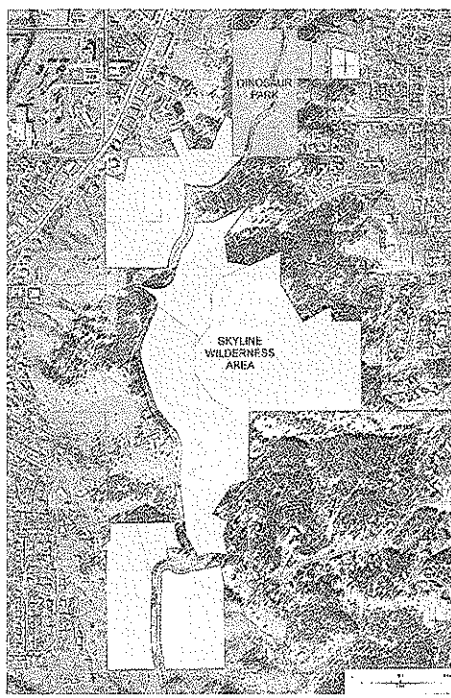


Copies to Nicole

MSC 259
08 Proj Sent to Nicole
4-7-08

SKYLINE DRIVE WILDERNESS PARK TRAIL MASTER PLAN

Rapid City, South Dakota



PROFESSIONAL SERVICES CONTRACT



858 N Jackson Drive • Fayetteville, Arkansas 72701
479.236.0939 (Ken) • 479.236.0938 (Terry)

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 7th day of ~~March~~ ^{April}, 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 11th day of ~~March~~, 2008.
April

CITY OF RAPID CITY

EASTIN OUTDOORS, INC.



Mayor 4-7-08



President

ATTEST:



Finance Officer

(SEAL)

EXHIBIT 'A' - SCOPE OF SERVICES

— Preparation of the Skyline Drive Wilderness Park Trails Master Plan

Eastin Outdoors, Inc. proposes to provide the following services to the City of Rapid City, South Dakota for the planning and preparation of a Trails Master Plan for the Skyline Drive Wilderness Park, including applicable connections to existing and planned trails, bike routes, and paths (from commencement through completion) as shown below:

Commencement (Upon Implementation of Contract)

- Ken Eastin will begin the process by contacting the client and designated representatives, after approval of the contract, to discuss specifics of the project issues, available site data, and other pertinent information necessary to begin base map preparation.

Inventory & Analysis (Feb – May 2008)

- Collection of all available data (base maps, flood maps, neighborhood maps, adjacent ownership maps, aerial photos, soil maps, GIS information, topographic information, existing and planned utility corridors, existing and planned roadways, existing trails, etc.).
- Review of environmental issues.
- Site investigation to include exploratory visits to key areas for overall site analysis and photographs.
- *Community design workshop / public meeting for user input (current planned input to be generated from Parks and Recreation Advisory Board, Metropolitan Planning Organization, Black Hills Mountain Bike and Running Associations, local adjacent landowners and interested public).*

Preliminary Design (Jun - Jul 2008)

- Review of opportunities and constraints determined from site inventory and analysis.
- Preparation of Skyline Drive Wilderness Park Trail Plan narrative rough draft, including conceptual trails components, user types, goals, and design strategies.
- Creation and submittal of site map illustrating conceptual trails system and connections.
- Revisions to Skyline Drive Wilderness Park Trail Plan preliminary design layout and plan components as necessary, based on received comments to related conceptual plan.

Final Design and Plan Development (Aug – Sep 2008)

- Preparation of final trail plan narrative including applicable facility specifications.
- Creation of typical sections and details necessary to illustrate the planned trail types including specific information such as width, clearing parameters, surface type, cross slope, grade, and other necessary design and construction standards.
- Creation of typical plans and details of proposed ancillary facilities (trailhead access, parking, sign vocabulary, complementary facilities, etc.)
- Creation of site plans for key areas.
- Preparation of maintenance program and checklist for planned facilities
- Preparation of project general cost estimate.

Project Conclusion (Oct 1, 2008)

- Completion / compilation of all trail plan components.
- *Final Skyline Drive Wilderness Park Master Plan submitted to Rapid City Parks & Recreation for review.*
- Plan adjustments as necessary based on review comments.
- Delivery of Final Skyline Drive Wilderness Park Master Plan including all related components to Rapid City Parks and Recreation Department (Submittal to include five copies of plan documents and CD or DVD files of drawings and narrative).

RESPONSIBILITY OF CLIENT

- The City of Rapid City will provide project boundary information and all available site maps, data and base map information to include all lands in the Skyline Wilderness Park system and all adjacent City property to include Dinosaur Park and other applicable tracts.
- Client is responsible for the scheduling, organization, and hosting of all necessary presentations and public design workshops.
- Client is responsible for development of final GPS/GIS information related to adopted Skyline Drive Wilderness Park Trails Master Plan.
- Client is responsible for any changes to current scope of services.

EXHIBIT 'B' – CONTRACT COMPENSATION

— Preparation of the Skyline Drive Wilderness Park Trails Master Plan

Professional Services Fees..... \$15,000.00

Reimbursable Costs (Not to Exceed).....\$500.00