



220 South Street, Suite 201
West Lafayette, IN 47906
765.250.9209

2015 SERVICE AGREEMENT BETWEEN THE CITY OF WEST LAFAYETTE AND MKSK

This agreement is entered into, by, and between the City of West Lafayette, Indiana and MKSK of Indianapolis, Indiana for planning, landscape architecture, and urban design advisory services. This contract shall be known as the MKSK/City of West Lafayette Continuing Services contract.

Article I – Assumptions:

1. The Client will be the City of West Lafayette. The Consultant is to be MKSK: Eric Lucas, Principal in Charge; Don Staley, Project Manager; and planning and design staff.
2. Services shall be performed as requested by the Client in accordance with Article II (Scope of Service). The primary Client contacts are the Public Works Director, David Buck and his designees, and Chandler Poole, Director of Development, and his designees.
3. The following Scope of Service is based upon MKSK's understanding of services to be completed. Any additional services that may be required can be identified and additional fees can be authorized accordingly and will be based on MKSK's standard hourly rate (attached).

Article II – Scope of Service:

1. **Planning & Design Services:** The Consultant will provide professional planning, design, development, landscape architecture, mapping, and graphic consultation services for the City. These services to be performed as requested and directed by the Client may include (but are not limited to):

Planning & Landscape Reviews

- Review of submitted landscape plans
- Preparation of staff reports and/or ancillary documents for the use of the boards and commissions in reviewing applications
- Development review and reports as requested for staff, committees, or groups
- Special assignments, particularly in the areas of planning, landscape architecture, and urban design advisory services
- Special assignments for area studies including, but not limited to, staff/advisory meetings and public involvement processes

Meetings

- Meetings with the administration and/or designees
- Meetings with applicants and the administration to review development applications
- Attendance at project and/or Board and Commission meetings as requested

Mapping & Graphics

- Mapping services for the City
- Printing or production of maps and/or graphics

- Upkeep and maintenance of existing mapping database
2. **Special Planning & Design Projects:** On a specific project by project basis, the Consultant will provide professional planning, design, development, landscape architecture, and mapping and graphic consultation services to the City. These projects will be identified by the Client as the need arises and a scope agreed to by both Client and Consultant. Examples of potential special projects could include, but are not limited to, streetscape design, and park planning and programming.

Article III – Fee Proposal:

1. Professional Fees:

- a. MKSK will provide the above services for West Lafayette on an hourly billing rate indicated in the attached MKSK Terms and Conditions, as delineated below:
- b. Planning & Design Services and Special Planning & Design Projects - up to \$50,000. MKSK will not exceed the fee total unless otherwise authorized in writing by the Client.
- c. A scope and fee will be provided by MKSK and agreed to by the Client for each individual project under Planning & Design Services.
- d. A scope and fee will be provided by MKSK and agreed to by the Client for each individual project under Special Planning and Design Projects.
- e. MKSK will invoice only for the time spent on the above services and assignments authorized by the Client.

2. Direct Expenses/Reimbursable Expenses:

- a. Direct expenses will be billed as part of the fee for professional and special services and include actual out-of-pocket expenditures made in the interest of the above services. These are estimated at as a not to exceed amount of \$1,000 and might include:
 1. Requested plotted and printed documents (excluding those for office/in-house use). Such printing services will be invoiced at the rates indicated on the MKSK Terms and Conditions (attached).
 2. Reimbursable expenses such as out-of-office reprographic services (excluding those for office/in-house use), photographs, digital media, postage and handling of documents, courier services, etc. These reimbursable expenses will be invoiced at 1.2 times the actual amount.

- b. Consultant shall be reimbursed for all miles actually driven at the IRS-approved rate in effect at the time. No surcharge or markup is to be applied to such reimbursement. MKSK agrees to provide the City with supporting details, to include: trip date, drive name, destination, purposed of trip, and mileage.
- 3. Additional Services:

Additional services beyond this contract or the scopes of service agreed upon under Article II.1 or Article II.2 (Planning & Design Services and Special Planning & Design Projects) may be considered for additional service. Fees and scopes of service will be determined and approved by the Client at the time of request. Additional services, if requested, will be agreed upon under a separate agreement. If the Scope of Service or the Consultant's services are substantially revised, the estimate of total compensation shall be equitably adjusted per a written agreement. Any fee revisions or substantial scope revisions must be agreed to in writing prior to work commencing.

Article IV – Term of Agreement:

- 1. Duration:

This contract shall be for a term of one year, beginning August 4, 2015 and ending December 31, 2015 unless amended or terminated by either party, with or without cause, at any time upon the giving of at least 90 days prior written notice of its election to terminate to the other party. In the event termination occurs, the Consultant agrees to complete the current assignment(s) and the City agrees to pay the Consultant for service performed in accordance with the terms of this Agreement through the cancellation date.
- 2. Invoices:

Invoices from MKSK to the Client shall include detailed descriptions of work performed during the invoiced time period. This description shall include professional classification, billing rate, hours worked, percentage complete (of total Planning Design Services or of each Special Project), and list of tasks related to the work effort.
- 3. Payment:

Payment due the Consultant and unpaid thirty (30) days from the date the invoice is received by the Client shall bear interest from the date payment is due at the rate of one percent (1%) per month (annual percentage rate of 12.0%) and shall be due the Consultant. The Consultant may discontinue work on the Services if the account is unpaid 30 days from the date the invoice is received by the Client.

Thank you for the opportunity to continue working with the City of West Lafayette.

Sincerely,



Eric M. Lucas
Principal

Attachment: MKSK Terms and Conditions

Accepted by:

Printed name and title

Date