REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date:

LF010208-28

Project Name & Number: Civic Center Expansion IDP06-1555

CIP#:

Project Description:

4500 seat multi-purpose event center / arena, increased to 5000 seats with Amendment #1

Consultant:

FourFront Design, Inc. (formerly Envision Design, Inc.)

Original

Original

Original

Contract Amount:

\$1,054,834

Contract Date: 1-16-2006 Completion Date:

12-1-2007

Amendment Number:

Amendment Description:

increase club area seating from three rows to six rows.

Current Contract Amount:

\$1,273,734.00

Current Completion Date:

May 16, 2008

Change Requested: **New Contract Amount:** \$18,500.00

\$1,292,234.00

New Completion Date:

May 16, 2008

Date

Date

Funding Source This Request:

Amount	Dept.	Line Item	Comments
\$1,035,034.00			Vision 2012 - Design and Costruction Administration
\$19,800.00			Vision 2012 - Reimbursables
\$218,900.00			Vision 2012 - Amendment #1 (Add 500 seats)
\$18,500.00			Private Funding - Expand Club Seating Area
\$1 292 234 00	Total		

Agreement Review & Approvals Division Manager

Date

City Attorney

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures. Finance Office - Retain one original Project Manager - Retain second original for delivery to Consultant Public Works

Engineering Project Manager

Department Director

FINANCE OFFICE USE ONLY

(Note to Finance. Please write date of Agreement in appropriate space in the Agreement document) The Date of Contract Approved to Appropriation @ashireldivg等等等可能能够通過。

Amendment to the Professional Services Agreement

Amendment Number: 002

TO: Rod Johnson (Owner's Representative)

In accordance with the Agreement dated: January 16, 2006

BETWEEN the Owner: City of Rapid City 300 Sixth Street Rapid City, SD 57701

and the Architect: FourFront Design, Inc. 517 Seventh Street Rapid City, SD 57701

for the Project:
(Name and address)
Rushmore Plaza Civic Center Multipurpose Addition
444 Mt. Rushmore Road
Rapid City, SD 57701

Authorization is requested

to proceed with Additional Services or a Change in Services.

to incur Additional Reimbursable Expenses.

As Follows:

Architectural and Engineering services required to provide design, request for proposal documentation, and Construction Administration to extend club seating as has been requested by the City of Rapid City, with the following stipulations:

The Owner has opted not to perform a preliminary study to determine the feasibility of providing additional Club Seating. Therefore, work will proceed on the assumption that a single design based on the overcasting of concrete as currently shown on the construction documents will prove feasible during the design process. Should it prove impractical at any time during design, or too expensive an option to pursue once Contractor's pricing is received, the Architect will be compensated for work completed through the date of such determination.

The existing building expansion joint design is critical and very time consuming to modify. This assembly shall be maintained as originally bid, and design changes will occur only on the arena floor side of the expansion joint.

The design shall attempt to provide three (3) additional rows of Club seating. No target number of seats is identified. However, the Architect shall endeavor to maximize the Club seating growth, and minimize the general seating loss.

The Architect shall provide an updated egress study.

Included in the fees will be two (2) design review meetings. Additional meetings will require additional fees.

The Architect shall not be required to present the project to the City Council.

This proposal assumes that the General Contractor's precast subcontractor will provide final design and costing under the General Contractor's contract. The Architect shall not be required to provide fabrication design of the precast elements.

On July 23, 2007, enVision Design, Inc., changed its name to FourFront Design, Inc. Its corporate address has changed to 517 Seventh Street, Rapid City, South Dakota. In all Agreements and Amendments, any references to "enVision Design, Inc." should be replaced with "FourFront Design, Inc."

The following adjustments shall be made to compensation and time. (Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

An additional eighteen thousand five hundred and no/100 dollars (\$18,500.00), inclusive of fees and anticipated reimbursable expenses.

Time:

It is understood that the Owner desires that the Construction Period for the General Contractor's performance of the Project will not be extended as a result of this additional Work. Provided this Amendment is approved, signed, and returned to FourFront Design by January 8, 2008, FourFront Design shall prepare RFP documents for delivery to the General Contractor by February 1, 2008. This is the time the General Contractor must receive the RFP document to avoid adding time to the construction schedule. Since no additional performance time is anticipated, Construction Administration time included herein shall be provided concurrently with the remainder of the original project.

SUBMITTED BY:	AGREED TO:	
(Signature)	(Signature)	
Bryan Vulcan, P.E., President		
(Printed name and title)	(Printed name and title)	
December 28, 2007		
(Date)	(Date)	

Amendment to the Professional Services Agreement

Amendment Number: 002

TO: Rod Johnson (Owner's Representative)

In accordance with the Agreement dated: January 16, 2006

BETWEEN the Owner: City of Rapid City 300 Sixth Street Rapid City, SD 57701

and the Architect: FourFront Design, Inc. 517 Seventh Street Rapid City, SD 57701

for the Project:
(Name and address)
Rushmore Plaza Civic Center Multipurpose Addition
444 Mt. Rushmore Road
Rapid City, SD 57701

Authorization is requested

to proceed with Additional Services or a Change in Services.

to incur Additional Reimbursable Expenses.

As Follows:

Architectural and Engineering services required to provide design, request for proposal documentation, and Construction Administration to extend club seating as has been requested by the City of Rapid City, with the following stipulations:

The Owner has opted not to perform a preliminary study to determine the feasibility of providing additional Club Seating. Therefore, work will proceed on the assumption that a single design based on the overcasting of concrete as currently shown on the construction documents will prove feasible during the design process. Should it prove impractical at any time during design, or too expensive an option to pursue once Contractor's pricing is received, the Architect will be compensated for work completed through the date of such determination.

The existing building expansion joint design is critical and very time consuming to modify. This assembly shall be maintained as originally bid, and design changes will occur only on the arena floor side of the expansion joint.

The design shall attempt to provide three (3) additional rows of Club seating. No target number of seats is identified. However, the Architect shall endeavor to maximize the Club seating growth, and minimize the general seating loss.

The Architect shall provide an updated egress study.

Included in the fees will be two (2) design review meetings. Additional meetings will require additional fees.

The Architect shall not be required to present the project to the City Council.

This proposal assumes that the General Contractor's precast subcontractor will provide final design and costing under the General Contractor's contract. The Architect shall not be required to provide fabrication design of the precast elements.

On July 23, 2007, enVision Design, Inc., changed its name to FourFront Design, Inc. Its corporate address has changed to 517 Seventh Street, Rapid City, South Dakota. In all Agreements and Amendments, any references to "enVision Design, Inc." should be replaced with "FourFront Design, Inc."

The following adjustments shall be made to compensation and time. (Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

An additional eighteen thousand five hundred and no/100 dollars (\$18,500.00), inclusive of fees and anticipated reimbursable expenses.

Time:

It is understood that the Owner desires that the Construction Period for the General Contractor's performance of the Project will not be extended as a result of this additional Work. Provided this Amendment is approved, signed, and returned to FourFront Design by January 8, 2008, FourFront Design shall prepare RFP documents for delivery to the General Contractor by February 1, 2008. This is the time the General Contractor must receive the RFP document to avoid adding time to the construction schedule. Since no additional performance time is anticipated, Construction Administration time included herein shall be provided concurrently with the remainder of the original project.

SUBMITTED BY:	AGREED TO:	
(Signature)	(Signature)	
Bryan Vulcan, P.E., President		
(Printed name and title)	(Printed name and title)	=
December 28, 2007		
(Date)	(Date)	-