SHORT FORM OF AGREEMENT BETWEEN CITY OF RAPID CITY, SOCCER RAPID CITY AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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SHORT FORM OF AGREEMENT BETWEEN CITY OF RAPID CITY, SOCCER RAPID CITY AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement, effective as of _____ between
Date

Soccer Rapid City, PO Box 956, Rapid City, SD, 57709 (" SRC")

The City of Rapid City, 300 Sixth Street, Rapid City, SD 57701 ("City")

FourFront Design, Inc., 517 Seventh Street, Rapid City, SD 57701 ("Engineer")

Engineer agrees to provide the services described below to Owner for:

Soccer Rapid City – Soccer Complex – Master Plan – Project No. 08.1468 ("Project")

Description of Engineer's Services:

See Scope of Services which has been attached hereto and incorporated herein as Attachment "A"

See Proposal for Transportation Services prepared by Felsburg, Holt & Ullevig, dated August 13, 2009, which has been attached hereto and incorporated herein as Attachment "B"

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. The Engineer shall complete the designated work as described in the scope of design services contained in Attachments A and B according to the mutually agreed schedule. The City shall pay Engineer for such Services as set forth in Paragraph 9.01.

B. The City will be consulted in the design of the Project. The City will designate a representative to be the contact person with SRC and the Engineer related to the professional services to be performed under this Agreement The City, in conjunction with SRC, must approve all changes in the scope of service. The City will receive copies of all correspondence between SRC and the Engineer related to the improvements to be constructed and the overall layout of the Project. The City shall also participate in all progress meetings related to the design and layout of the Project. The City must jointly consent with SRC on the preliminary and final design of the Project

2.01 Payment Procedures

A. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to the City.

B. *Payment of Invoices*. Invoices are due and payable within 45 days of receipt. If the City or SRC fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the Engineer may, without liability, after giving seven days written notice to the City and SRC, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by both the City and SRC, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. The City and SRC shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

C. The total fees under this AGREEMENT are not to exceed $120,000 without prior approval of the City and SRC. The Engineer and SRC acknowledge that $120,000 is the maximum amount the CITY will pay for the services under this AGREEMENT and that any additional compensation the Engineer may become entitled to will be the sole responsibility of SRC, unless prior to such additional work being completed, the City specifically agrees to contribute additional funds. Neither SRC or the City will be responsible for paying for any additional

work which results in higher fees, unless such additional work is approved prior to being undertaken by the Engineer.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by the City and SRC effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located. Any action concerning this Agreement will be venued in Pennington County in the Circuit Court for the Seventh Judicial Circuit.

6.01 Successors, Assigns, and Beneficiaries

A. The City, SRC and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City, SRC nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or

supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, the City, SRC and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the Engineer's total amount of insurance coverage per claim or the contract price, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 8 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01 and 3.01 Owner shall pay Engineer as follows:

1. An amount not to exceed (one hundred nineteen thousand five hundred dollars) $119,500.00

B. The Engineer's compensation is conditioned on the time to complete the scope of services not to exceed 3 months without an approved written extension from the Owner.

Should the time to complete the required scope of services be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

SRC	ENGINEER:
By: _____	By: Curt Huus
Title: _____	Title: Curt Huus, PE/LS Vice President/Secretary
Date Signed: _____	Date Signed: Sept 10, 2009
Address for giving notices:	Address for giving notices:
Dr. William Cross Soccer Rapid City PO Box 956 Rapid City, SD, 57709	FourFront Design, Inc. 517 Seventh Street Rapid City, SD, 57701

CITY OF RAPID CITY

_____
Mayor

ATTEST

_____
Finance Officer

Soccer Rapid City – Soccer Complex – Master Plan

Attachment "A" – Scope of Services

1.1 Floodplain Modeling (Existing Conditions)

A. Acquire existing FEMA modeling and information – As part of the FEMA Submittal process for a CLOMR/LOMR, we will need to acquire the existing modeling and other pertinent information concerning this reach of Box Elder Creek and its tributaries. This step is required by FEMA to show that the modeler has input the data correctly and that the proposed conditions will match the effective data.

B. Acquire and convert Digital Terrain Models (DTM) from City of Rapid City – Due to the large amount of area shown within the floodplain boundaries, the DTM from the City of Rapid City will be used to establish ground elevations in the surrounding area shown in the effective floodplain.

C. Field survey cross-sectional information needed for modeling purposes and verify the DTM data – Actual field surveyed cross-section data will be used to produce the existing conditions detailed modeling. We will verify the data from the DTM using the field surveyed data. The combined DTM and survey data will be used for the preliminary floodplain modeling and conceptual and preliminary design.

D. Basin analysis – A basin analysis will be necessary in order to estimate the base 100-year storm event flows for the HEC-RAS model. This analysis will be used on Box Elder Creek and the adjacent tributaries in the effective area.

E. Initial setup and modeling of existing conditions – In order to complete the existing site conditions modeling, we will input all necessary data into the HEC-RAS modeling program. General information includes: Manning's' values, reach lengths, flow data, and the field surveyed cross sectional data.

F. Floodway Analysis – Once the existing conditions model is complete, FourFront Design will perform a floodway analysis to identify both the floodplain and floodway. This will benefit the Soccer Complex site layout by showing various areas that may possibly be removed from the effective floodplain or take limited effort to have that area removed.

G. Floodplain and Floodway Delineation - Once both the floodplain and floodway modeling is complete, the existing conditions model will be delineated on our site drawings for the purpose of future planning for the site. These drawings can then be made available to all involved in the design and layout of the site.

1.2 Site Analysis Phase

A. Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, and known off-site considerations relevant to the Project Program and as they pertain to the Soccer Complex development.

B. Gather parking requirements based upon City of Rapid City code, Soccer Rapid City needs for Event Parking and typical use of the site.

C. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions as they pertain to the Soccer Complex development.

D. Advise Soccer Rapid City of tests and surveys, such as soils analysis, detailed topographic survey, miscellaneous portions of utility survey, and/or property boundary survey that may be required as they pertain to the Soccer Complex development.

1.3 Preliminary Site Layout

A. Prepare studies and relational diagrams for the organization and placement of proposed program elements taking in consideration the existing site features and the requirements of other program elements

B. Prepare drawings illustrating up to 3 alternative design concepts for the form and configuration of the Program elements on the site (additional alternatives requested by the Soccer Rapid City shall be considered Additional or Supplemental Services).

C. Evaluate alternative design concepts and identify a preferred design concept.

D. Based on the preferred design concept, prepare a scaled Master Plan illustrating the form and configuration of the proposed improvements on the site with illustrative plans and graphics.

E. Phasing of the Project – Based on the needs and requirements of the City of Rapid City and Soccer Rapid City, FourFront Design will establish a project phasing schedule.

F. Preliminary Grading Plans – Preliminary site analysis will be completed by Wyss Assoc. Their preliminary site analysis will dictate various locations for buildings, parking areas, and soccer fields based on the existing and proposed floodplain modeling. The preliminary site analysis will need to be reviewed and verified in conjunction with the purposed needs to submit a CLOMR/LOMR. FourFront Design will complete preliminary grading plans based on Wyss' preliminary site analysis.

1.4 Conceptual Utility and Roadway Layouts

A. Confirm general location of available utilities as they pertain to the Soccer Complex development. FourFront Design will collaborate with the City of Rapid City or local utility companies to make recommendations for the future design of necessary utility infrastructure for this project.

B. FourFront Design will coordinate with City of Rapid City staff to establish proposed layouts for all necessary major utilities and roadway improvements. This will include making recommendations as to the future development for the City of Rapid City infrastructure to the Soccer Complex site.

1.5 Wetland Assessment

A. FourFront Design will verify and identify any wetland areas as they pertain to the Soccer Complex site. If wetlands are identified on the site, FourFront Design will work to provide an evaluation, assessment, and provide any necessary recommendations to address those needs. This contract does not include remediation of any wetlands.

1.6 Test Well Recommendations and Options

A. FourFront Design will complete an evaluation of the existing wells located in and around the site and make recommendations as to capability, functionality, and possible uses of these wells.

1.7 Traffic Impact Study

A. See Attachment "B"

1.8 Approximate Property Corner Location

A. As part of our initial layout, we will establish the approximate location of the boundary as described in the appropriate documentation provided by Soccer Rapid City. This is not a legal boundary survey.

1.9 Floodplain Modeling (Proposed Conditions)

A. Initial Setup and Modeling of Proposed Site Conditions - Once the existing model has been completed and during the preliminary design phase, the design team will begin to work on the proposed modeling. Proposed modeling will include showing areas that would not be affected or inundated by the 100-year storm event. Once completed, the proposed modeling will be used as the CLOMR/LOMR submittal to FEMA for approval.

B. Design Report to FEMA – Included with the Submittal to FEMA will be a descriptive report to address the purpose of study, all variables used in the model, and all other pertinent information required for this project.

C. Submit CLOMR to FEMA through City of Rapid City – It would be our intent that the Submittal for this study be channeled through and requested by the City of Rapid City as the Owner of the property. The City of Rapid City as a local government is exempt from paying the review fees as compared to their standard fee schedule. This scope of services does not include application fees or permit fees.

D. FEMA Approval – FEMA Approval will most likely not be completed in the 90-day projected schedule. Their typical review period is a minimum of 90 days for this type of submittal. It is intended that our proposed revisions to the existing mapping will be submitted prior to the end of the 90-day projected schedule. During their review FourFront Design will work with FEMA directly to help expedite the approval process.

1.10 Meetings and Presentations

A. Project meetings as necessary with Soccer Rapid City and its representatives.

B. City of Rapid City and Soccer Rapid City Coordination meetings – During the master planning, meetings with Soccer Rapid City and the City of Rapid City will be held to discuss project progress and proposed planning status. We have assumed 8 coordination meeting.

C. Represent Soccer Rapid City at zoning hearings and/or community meetings or design review meetings.

D. Public Presentations – It is anticipated that FourFront Design will prepare and conduct 2 public presentations to various Committees or Boards such as Rapid City Public Works Committee or Rapid City Council.

1.11 Deliverables

A. Preliminary Design Report –FourFront Design will prepare a Preliminary Design Report to address needs and recommendations to the utilities, roadway and other necessary improvements. The design report will contain recommendations as made by the City of Rapid City, Soccer Rapid City, and the sub-consultants.

B. Opinion of Probable Costs – FourFront Design will prepare an opinion of probable costs to construct the proposed improvements for each phase and for the total project, including a recommended contingency

C. Maps and Drawings – FourFront Design will submit the maps and plan drawings, details, and other deliverables as appropriate comprising the Schematic Design submittal to Soccer Rapid City for review and approval.

D. City of Rapid City/Soccer Participation Outline – During the preliminary design stages, discussions and meetings will be held with both City of Rapid City staff and Soccer Rapid City to assist in establishing participation for funding and to address concerns regarding Rapid City Infrastructure requirements for this project.

Soccer Rapid City – Soccer Complex – Master Plan

Attachment "B" – Scope of Services

Transportation Services – Felsburg, Holt, & Ullevig

August 13, 2009

1. Conduct conversations with City staff to discuss the project and parameters.

2. Obtain available traffic data in the area. The City may have useable data, but we do anticipate the need to conduct a weekday PM peak hour and Saturday peak hour traffic count along Elk Vale Road. It is assumed that this count information would be furnished to FHU by FourFront Design.

3. Estimate the amount of additional traffic to be generated by the proposed development. We will use ITE's Trip Generation to estimate trips from/to the proposed Soccer Complex. Estimates would address both weekday and Saturday conditions.

4. Estimate the directional distribution of traffic to and from the site and assign the project generated trips to the adjacent roadway network. Distribution assumptions will be based on the road network, the location of the complex compared to the surrounding area, and discussions we have with City staff.

5. Forecast the level of "background" traffic projected to use the nearby roadways. This will be conducted from available past planning efforts as well as from the Rapid City travel demand model.

6. Add the project generated traffic to background traffic projections to determine total traffic volumes on roadway links and turning movements at critical intersections. Traffic would be totaled for a weekday PM peak hour condition and a Saturday peak hour condition.

7. Conduct weekday PM and Saturday peak hour intersection level of service analyses for the major adjacent intersections and access points; up to two intersections are included. It is assumed that City Staff would not require analysis of weekday AM peak hour conditions. These analyses will need to be conducted for the short-term and long-term time frames.

8. Identify appropriate improvements, traffic control devices, and geometric needs at the critical intersection and access points. At this time, we anticipate two intersections along Elk Vale Road that would require analysis.

9. Prepare a set of recommendations for all necessary roadway improvements and traffic control devices and document all data, analyses, and findings in a report intended to be submitted to the City of Rapid City for review.