

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

Date: September 18, 2012

Project Name & Number: ASA Softball – Parkview Addition Proj# 12-2043

CIP #: 50937

Project Description: Design of two additional softball fields at the four-field softball complex, including parking and drainage detention facilities.

Consultant: Designworks, Inc.

Original Contract Amount: \$116,880.00

Original Contract Date: October 1, 2012

Original Completion Date: October 4, 2013

Addendum No:

Amendment Description:

Current Contract Amount: \_\_\_\_\_  
 Change Requested: \_\_\_\_\_  
 New Contract Amount: \_\_\_\_\_ \$0.00

Current Completion Date: \_\_\_\_\_  
 New Completion Date: \_\_\_\_\_


Funding Source This Request:

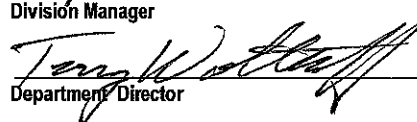
Amount	Dept.	Line Item	Fund	Comments
\$116,880.00	132	4223	107	Vision Fund
\$116,880.00	<b>Total</b>			

### Agreement Review & Approvals

 \_\_\_\_\_ 9-18-12  
 Project Manager Date

 \_\_\_\_\_ 9/18/12  
 Compliance Specialist Date

 \_\_\_\_\_ 9-19-12  
 Division Manager Date

 \_\_\_\_\_ 9-19-12  
 Department Director Date

\_\_\_\_\_  
 City Attorney Date

**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  
 cc: Public Works  
 Engineering  
 Project Manager

**FINANCE OFFICE USE ONLY**

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
9/19/12		 N
Appropriation		Y N
Cash Flow		

**Agreement Between City of Rapid City and Designworks, Inc.  
for Design and Bidding Professional Services for ADA Softball – Parkview  
Addition, Project No. 12-2043 / CIP No. 50937**

AGREEMENT made \_\_\_\_\_, 2012, between the City of Rapid City, SD (City) and Designworks, Inc., (Engineer), located at 526 St. Joseph Street, Rapid City, SD 57701. City intends to obtain services for design and bidding, Project No. 12-2043 CIP No. 50937. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

**Section 1—Basic Services of Engineer**

**1.1 General**

1.1.1 The Engineer shall perform professional engineering services as defined in this agreement, which include customary professional engineering services as defined in this agreement, consultation to the City as a professional engineer, project cost, approvals, and other duties that the City are rendered on the basis of the Engineer's professional standards and represent Engineer's professional standards.

*No charges to  
Standard  
PSA.*

1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in the State of South Dakota.

1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

**1.2 Scope of Work**

The Engineer shall:



- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

## **Section 2—Information Provided by City**

The City will provide any information in its possession for the project at no cost to the Engineer.

## **Section 3—Notice to Proceed**

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

## **Section 4—Mutual Covenants**

### **4.1 General**

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the 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.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.



- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains



appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

#### 4.2 **City of Rapid City NonDiscrimination Policy Statement**

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.



## **Section 5—Payments to the Engineer**

### **5.1 Schedule of Pay Rates**

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly rate schedule. (See Exhibit C.)

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$116,880.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

### **5.3 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

## **Section 6—Completion of Services**

The Engineer shall complete services on or before October 1, 2013 based on an award date of October 1, 2012.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

### **7.2 Cancellation**

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including



additional premium due because of the Contractor's failure to maintain the coverage limits required.

### 7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

### 7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of the services.





### **Section 8—Hold Harmless**

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

### **Section 9—Independent Business**

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

### **Section 10-Indemnification**

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

### **Section 11-Controlling Law and Venue**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7<sup>th</sup> Judicial Circuit, Pennington County.

### **Section 12-Severability**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

### **Section 13—Funds Appropriation**

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or



damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**City of Rapid City:**

**Engineer:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DESIGNWORKS, INC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

\_\_\_\_\_  
ROD JOHNSON, PROJECT MANAGER

DATE: \_\_\_\_\_

CITY'S DESIGNATED PROJECT  
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED  
PROJECT REPRESENTATIVE

NAME Rod Johnson  
PHONE 605-394-4154  
EMAIL [rod.johnson@rcgov.org](mailto:rod.johnson@rcgov.org)

NAME Randal Fisher  
PHONE 605-394-0394  
EMAIL [randy@dwrapid.com](mailto:randy@dwrapid.com)



<b>ASA Softball - Parkview Addition</b> City of Rapid City Project No. 12-2043 / CIP No. 50937		<b>Designworks</b>	<b>Ferber Engineering</b>	<b>West Plains Engineering</b>	<b>American Engineering Testing</b>	<b>Albertson Engineering</b>	<b>Project Team</b>
<b>Exhibit 'A'</b>		<b>Exhibit 'B'</b>					
<b>Schedule of Project Tasks</b>		<b>Landscape Architecture</b>	<b>Civil Engineering</b>	<b>Electrical Engineering</b>	<b>Geotechnical Engineering</b>	<b>Structural Engineering</b>	<b>Total Task Design Fee</b>
<b>Task 1 - Preliminary Design Services</b>							
1 . 1	Kickoff Conference & Progress Meetings	\$ 3,220.00	\$ 3,340.00	\$ 290.00	\$ -	\$ -	\$ 6,850.00
1 . 2	Review Background Information	\$ 640.00	\$ 680.00	\$ 290.00	\$ -	\$ -	\$ 1,610.00
1 . 3	Meet with Stakeholders	\$ 880.00	\$ 880.00	\$ -	\$ -	\$ -	\$ 1,760.00
1 . 4	Provide Site Topographical Survey	\$ -	\$ 7,060.00	\$ -	\$ -	\$ -	\$ 7,060.00
1 . 5	Identify Easements & Property Ownership	\$ -	\$ 590.00	\$ -	\$ -	\$ -	\$ 590.00
1 . 6	Coordinate & Provide Geotechnical Survey	\$ -	\$ 110.00	\$ -	\$ 4,800.00	\$ -	\$ 4,910.00
1 . 7	Delineation of Wetlands Area	\$ -	\$ 3,680.00	\$ -	\$ -	\$ -	\$ 3,680.00
1 . 8	Prepare Preliminary Design Submittal	\$ 9,410.00	\$ 11,445.00	\$ 2,460.00	\$ -	\$ -	\$ 23,315.00
1 . 9	Prepare Preliminary Probable Cost of Construction	\$ 770.00	\$ 280.00	\$ 140.00	\$ -	\$ -	\$ 1,190.00
1 . 10	Review Preliminary Design Submittal with City Staff	\$ 720.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 940.00
1 . 11	Attend Public Works & Council Meetings	\$ 420.00	\$ -	\$ -	\$ -	\$ -	\$ 420.00
1 . 12	Meet with Adjacent Property Owners	\$ 380.00	\$ 440.00	\$ -	\$ -	\$ -	\$ 820.00
<b>Task 1 - Preliminary Design Services Subtotal =</b>		<b>\$ 16,440</b>	<b>\$ 28,725</b>	<b>\$ 3,180</b>	<b>\$ 4,800</b>	<b>\$ -</b>	<b>\$ 53,145</b>
<b>Task 2 - Final Design Services</b>							
2 . 1	Address Preliminary Design Review Comments	\$ 1,840.00	\$ 1,540.00	\$ -	\$ -	\$ -	\$ 3,380.00
2 . 2	Assist City with Easement Acquisition and Exhibits	\$ -	\$ 1,260.00	\$ -	\$ -	\$ -	\$ 1,260.00
2 . 3	Utility Coordination Meetings	\$ -	\$ 290.00	\$ -	\$ -	\$ -	\$ 290.00
2 . 4	Erosion & Sediment Control Plans and Details	\$ -	\$ 1,080.00	\$ -	\$ -	\$ -	\$ 1,080.00

**Exhibit A/B - Project Tasks and Fee Schedule**

ASA Softball - Parkview Addition

<b>ASA Softball - Parkview Addition</b> City of Rapid City Project No. 12-2043 / CIP No. 50937		<b>Designworks</b>	<b>Ferber Engineering</b>	<b>West Plains Engineering</b>	<b>American Engineering Testing</b>	<b>Albertson Engineering</b>	<b>Project Team</b>
<b>Exhibit 'A'</b>		<b>Exhibit 'B'</b>					
<b>Schedule of Project Tasks</b>		<b>Landscape Architecture</b>	<b>Civil Engineering</b>	<b>Electrical Engineering</b>	<b>Geotechnical Engineering</b>	<b>Structural Engineering</b>	<b>Total Task Design Fee</b>
2 . 5	Overall Project Layout and Staking Control	\$ 900.00	\$ 200.00	\$ -	\$ -	\$ -	\$ 1,100.00
2 . 6	Storm Detention Area Earthwork and Grading	\$ -	\$ 3,933.00	\$ -	\$ -	\$ -	\$ 3,933.00
2 . 7	Storm Detention Facility Design and Modeling	\$ -	\$ 5,244.00	\$ -	\$ -	\$ -	\$ 5,244.00
2 . 8	Storm Detention Area Control Structures	\$ -	\$ 2,622.00	\$ -	\$ -	\$ 1,600.00	\$ 4,222.00
2 . 9	Softball Field Layout Plan and Details	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ 3,200.00
2 . 10	Softball Field Grading Plan and Details	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ 3,200.00
2 . 11	Softball Field Irrigation Plan and Details	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ 3,200.00
2 . 12	Softball Field Landscape Plan and Details	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ 2,700.00
2 . 13	Softball Field Spectator & Dugout Area Plans and Details	\$ 3,200.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 4,000.00
2 . 14	Softball Field Fencing Plan and Site Details	\$ 2,380.00	\$ -	\$ -	\$ -	\$ -	\$ 2,380.00
2 . 15	Softball Field Electrical Plan and Details	\$ -	\$ -	\$ 2,920.00	\$ -	\$ -	\$ 2,920.00
2 . 16	Prepare Specifications and Bid Item Schedule	\$ 2,300.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 3,050.00
2 . 17	Assemble and Submit 95% Final Design Plans & Specs	\$ 1,420.00	\$ 1,311.00	\$ -	\$ -	\$ -	\$ 2,731.00
2 . 18	Address 95% Design Review Comments	\$ 960.00	\$ 1,210.00	\$ -	\$ -	\$ -	\$ 2,170.00
2 . 19	Quality Control and Adherence to City Criteria	\$ 1,380.00	\$ 310.00	\$ 580.00	\$ -	\$ -	\$ 2,270.00
2 . 20	Prepare Permits and Coordinate w/ Regulatory Agencies	\$ -	\$ 3,630.00	\$ -	\$ -	\$ -	\$ 3,630.00
2 . 21	Submit 100% Final Plans & Specifications	\$ 1,100.00	\$ 580.00	\$ -	\$ -	\$ -	\$ 1,680.00
2 . 22	Prepare Final Probable Cost of Construction	\$ 1,020.00	\$ 510.00	\$ -	\$ -	\$ -	\$ 1,530.00
2 . 23	Plans Certifications & Design Exceptions	\$ -	\$ 580.00	\$ -	\$ -	\$ -	\$ 580.00
<b>Task 2 - Final Design Services Subtotal =</b>		<b>\$ 28,800</b>	<b>\$ 25,050</b>	<b>\$ 3,500</b>	<b>\$ -</b>	<b>\$ 2,400</b>	<b>\$ 59,750</b>

**Exhibit A/B - Project Tasks and Fee Schedule**

ASA Softball - Parkview Addition

<b>ASA Softball - Parkview Addition</b> City of Rapid City Project No. 12-2043 / CIP No. 50937	Designworks	Ferber Engineering	West Plains Engineering	American Engineering Testing	Albertson Engineering	Project Team
	Exhibit 'B'					
	Landscape Architecture	Civil Engineering	Electrical Engineering	Geotechnical Engineering	Structural Engineering	Total Task Design Fee
<b>Task 3 - Bidding Services</b>						
3 . 1 Assist City with Advertising Authority Form	\$ 105.00	\$ 70.00	\$ 145.00	\$ -	\$ -	\$ 320.00
3 . 2 Provide Hard Copy & PDF Version Bid Documents	\$ 330.00	\$ -	\$ -	\$ -	\$ -	\$ 330.00
3 . 3 Conduct & Record Pre-Bid Conference	\$ 400.00	\$ 180.00	\$ 315.00	\$ -	\$ -	\$ 895.00
3 . 4 Issue Addenda to Bid Documents When Required	\$ 450.00	\$ 280.00	\$ 345.00	\$ -	\$ -	\$ 1,075.00
3 . 5 Attend Public Works Committee & Council Meetings	\$ 295.00	\$ -	\$ -	\$ -	\$ -	\$ 295.00
3 . 6 Review Bidder's Proposal & Prepare Bid Tab	\$ 400.00	\$ 70.00	\$ -	\$ -	\$ -	\$ 470.00
3 . 7 Review Construction Contract Documents	\$ 420.00	\$ 180.00	\$ -	\$ -	\$ -	\$ 600.00
<b>Task 3 - Bidding Services Subtotal =</b>	<b>\$ 2,400</b>	<b>\$ 780</b>	<b>\$ 805</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,985</b>
<b>Total Design Fee =</b>	<b>\$ 47,640</b>	<b>\$ 54,555</b>	<b>\$ 7,485</b>	<b>\$ 4,800</b>	<b>\$ 2,400</b>	<b>\$ 116,880</b>

NOTE: Although dollar values have been provided for each task, Designworks shall retain the rights to reallocate monies to other tasks, subject to the limiting maximum fee.

**Exhibit A/B - Project Tasks and Fee Schedule**

ASA Softball - Parkview Addition

<p><b><u>ASA Softball - Parkview Addition</u></b>                  City of Rapid City                  Project No. 12-2043 / CIP No. 50937</p>	<p><b>Billing Rates</b></p>
<p><b>Exhibit 'C'</b>  <b>Schedule of Billing Rates</b></p>	

<i>Designworks, Inc.</i>		
1 . 1	Project Manager	\$ 105.00 /hour
1 . 2	Landscape Architect II	\$ 95.00 /hour
1 . 3	Landscape Architect I	\$ 80.00 /hour
1 . 4	CADD Technician & Drafting	\$ 65.00 /hour
1 . 5	Office Support and Clerical	\$ 40.00 /hour

<i>Ferber Engineering</i>		
2 . 1	Registered Land Surveyor	\$ 110.00 /hour
2 . 2	Principal Project Civil Engineer	\$ 110.00 /hour
2 . 3	Professional Civil Engineer II	\$ 80.00 /hour
2 . 4	Professional Civil Engineer I	\$ 70.00 /hour
2 . 5	Civil Engineer Technician II	\$ 60.00 /hour
2 . 6	Civil Engineer Technician I	\$ 55.00 /hour
2 . 7	Office Support and Clerical	\$ 60.00 /hour

West Plains Engineering		
3 . 1	Principal Project Electrical Engineer	\$ 145.00 /hour
3 . 2	Professional Electrical Engineer	\$ 105.00 /hour
3 . 3	Professional Civil Engineer I	\$ 70.00 /hour
3 . 4	Electrical Engineer Technician I	\$ 55.00 /hour
3 . 5	Office Support and Clerical	\$ 45.00 /hour

American Testing Engineering		
4 . 1	Senior Geotechnical Engineer	\$ 135.00 /hour
4 . 2	Field Boring Survey Crew	\$ 125.00 /hour
4 . 3	Field Technician	\$ 70.00 /hour
4 . 4	Field Boring	\$ 18.00 /foot
4 . 5	Lab Test - Moisture/Dry Density	\$ 18.00 /each
4 . 6	Lab Test - Atterberg Limits	\$ 68.00 /each
4 . 7	Lab Test - Modified Proctors	\$ 135.00 /each
4 . 8	Lab Test - California Bearing Ratio	\$ 135.00 /each

Albertson Engineering		
5 . 1	Principal Structural Engineer	\$ 145.00 /hour
5 . 2	Project Structural Engineer II	\$ 120.00 /hour
5 . 3	EIT - Engineer-in-Training	\$ 90.00 /hour
5 . 4	CADD Technician & Drafting	\$ 60.00 /hour
5 . 5	Office Support and Clerical	\$ 50.00 /hour



# CERTIFICATE OF LIABILITY INSURANCE

PW092512-14  
 DATE (MM/DD/YYYY)  
 9/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER <b>TRJ Professional Group, Inc.</b> P.O. Box 9067 Rapid City, SD, 57709	CONTACT NAME: <b>Tom Johnson</b>
	PHONE (A/C, No, Ext): <b>(605)-716-6547</b>   FAX (A/C, No): <b>(605)-716-6534</b> E-MAIL: <b>tom@trjprofessional.com</b> ADDRESS:
INSURED <b>DESIGNWORKS, INC.</b>  <b>526 St Joseph St. Suite B</b> <b>Rapid City, SD 57701</b> <b>(605) 394-0394</b>	INSURER(S) AFFORDING COVERAGE: <b>Travelers</b>   NAIC#
	INSURER A: <b>Travelers</b>
	INSURER B: <b>XL Specialty Insurance Co.</b>
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	680-1208R084-PHX-12	5/8/2012	5/8/2013	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALLOWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						Y
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab.	N	Y	DPS 9699089	03/14/2012	03/14/2013	Per Claim \$ <b>1,000,000</b> Pol Yr Agg. \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER <b>City of Rapid City</b> <b>300 6th Street</b> <b>Rapid City, SD, 57701</b>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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