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1/2 Prof Seal
Agree*

**Agreement Between City of Rapid City and FourFront Design, Inc.
for Professional Services for the Rapid City Soccer Complex
RC Project No. 12-1849 / CIP No. 50792**

AGREEMENT made December 17, 2012, between the City of Rapid City, SD (City) and FourFront Design, Inc., (Engineer), located at 517 7th Street, Rapid City, SD, 57701. City intends to obtain services for the Rapid City Soccer Complex, RC Project No. 12-1849, CIP No. 50792. 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 services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in 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:



- 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



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.



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.



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:

Sam Koike
MAYOR

Will Abonaki
FourFront Design Inc.

DATE: 12-17-12

DATE: 12/4/12

ATTEST:

PSumma
FINANCE OFFICER

Reviewed By:

Rod Johnson
Rod Johnson, PROJECT MANAGER

DATE: 12/18/12

CITY'S DESIGNATED PROJECT REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Rod Johnson, PE
PHONE: 394-4154
EMAIL: rod.johnson@rcgov.org

NAME Mike Towey, PE/CFM
PHONE: 394-9470
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RAPID CITY SOCCER COMPLEX
PROJECT # 12-1849 / CIP 50792

EXHIBIT A

The City of Rapid City and FourFront Design, Inc. are currently working together to negotiate a Professional Services Contract to design a soccer/sports complex on Elk Vale Road north of Interstate 90. In order to develop this complex in a timely manner, a topographic survey of the entire site is needed for design purposes.

This contract is strictly for the topographic mapping of the site and does not include design services for the Soccer Complex. A separate contract will be negotiated for design services.

The following Task 1, Services for the SRC Soccer Complex – Investigative Services, assumes that the Notice to Proceed will be issued by the City on December 18th, 2012. It is expected these services will be complete by January 18th, 2013.

TASK 1 - INVESTIGATIVE SERVICES:

This task consists of services necessary to complete topographic mapping of the Soccer Complex Site and adjacent right-of-ways.

- 1.1 FourFront Design, Inc. will meet with City staff to ensure project needs.
- 1.2 Perform site survey sufficient for design plan preparation. The route and topography shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates. Survey limits will include the 80-acre parcel described in the Warranty Deed and the adjacent Elk Vale Road right-of-way.
- 1.3 Coordinate and survey the location of existing utilities along Elk Vale Road.
- 1.4 Perform a boundary analysis based on the description provided in the Warranty Deed.
- 1.5 Identify any easements within the identified scope area.
- 1.6 Provide complete topographic mapping on CD compatible with current AutoCAD Civil 3D Release and 3 hard copy printouts.

TASK 2 - DESIGN WORKSHOP:

This task consists of services necessary to complete a design workshop with members of the City and Soccer Rapid City for the purposes of developing scope and planning needs of this project.

- 2.1 Members of FourFront Design, Inc. and Wyss Associates, Inc. will meet with City staff and the design group for Soccer Rapid City in order to develop and refine the scope and needs of this project. The Consultants will provide items from the original Master Plan documents for review by the design group and facilitate this meeting. The Consultants will then develop preliminary cost estimates and provide recommendations for the phasing and development of this project to the design group.

SRC SOCCER COMPLEX - INVESTIGATIVES SERVICES
 RC PROJECT No. 12-1849 / CIP No. 50792
 FOURFRONT PROJECT NUMBER: 12-1989-S02
 November 23, 2012



TASK 1 - INVESTIGATIVE SERVICES		ESTIMATED
Task	Detail	FEE
1.1	INITIATION MEETING	\$ 270.00
1.2	PERFORM SITE SURVEY	\$ 6,260.00
1.3	UTILITY LOCATION	\$ 1,585.00
1.4	BOUNDARY ANALYSIS	\$ 1,485.00
1.5	IDENTIFY EASEMENTS	\$ 290.00
1.6	SUBMIT FINAL	\$ 945.00
TASK 1 - DESIGN WORKSHOP		
Task	Detail	
2.1	WORKSHOP	\$ 5,000.00
TOTAL HOURS		
PRINTING/MILEAGE ALLOWANCE		\$ 165.00
		\$ 16,000.00



Exhibit C
FourFront Design, Inc.
2012 Hourly Fee Schedule
(Subject to change periodically)

FourFront Design Staff:	Hourly Rate:
Principal	\$190.00
Sr. Architect/Engineer	\$162.50
Department/Program Manager	\$145.00
Registered Architect/Engineer/Landscape Architect	\$125.00
GIS Manager	\$112.50
IT Manager	\$107.50
Admin/Acct Manager	\$100.00
CADD Manager	\$85.00
Architect/Engineer/Landscape Architect (In Training)	\$80.00
Project Manager Assistant/Specs	\$67.50
Arch/Eng/LA/BIM/GIS Tech	\$65.00
Design Intern	\$62.50
Interior Designer	\$62.50
Executive Assistant/HR	\$55.00
Clerical	\$47.50
Sr. Registered Land Surveyor	\$160.00
Survey Crew Chief	\$65.00
Survey Technician	\$65.00
Survey Assistant	\$45.00
Construction Observer 1	\$95.00
Construction Observer 2	\$65.00
Outside Consultants:	Cost + 15%
Reimbursable Expenses:	
Automobile Mileage- Non Survey	\$0.51/mile
Automobile Mileage- Survey	\$1.00/mile
Long Distance Phone Calls	Cost
Faxes	\$0.22/each
Data Expense (Records, Maps, etc.)	Cost
Plotting	\$1.00/sq ft
Black & White Prints	\$0.40/sq ft
Photocopies- Black & White	\$0.12/page
Photocopies- Color	\$0.88/page
Photographs	\$1.00/print
Lodging	Cost
Per Diem	\$36/day/person
Other	Cost + 10%

	Billable Hourly Rates	2013
Pat Wyss	Principal LA	\$ 155.00
Mark Jobman	Registered LA	\$ 109.00
Chris Wehrle	Construction Observ.	\$ 109.00
Chris Wehrle	Design Associate	\$ 88.00
Melissa Bennett	Admin	\$ 45.00
	Design Tech	\$ 65.00