

**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 March 18, 2013, 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:

- 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 \$ 265,481.50 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 based on the following schedule.

Notice to Proceed:	March 19, 2013
50% Design Submittal	April 26, 2013
95% Design Submittal	June 7, 2013
100% Design Submittal	July 12, 2013
Bid Opening (Phase 1)	August 13, 2013
Bid Opening (Phase 2)	February, 2015



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, 7th 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:



MAYOR

Engineer:



FourFront Design Inc.

DATE: 4-1-13

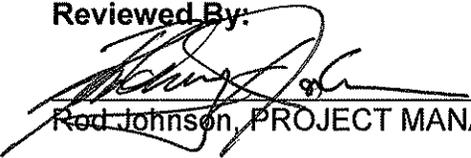
DATE: 4/11/13

ATTEST:



FINANCE OFFICER

Reviewed By:



Rod Johnson, PROJECT MANAGER

DATE: 4-5-13

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
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**RAPID CITY SPORTS COMPLEX
PROJECT No. 12-1849 / CIP No. 50792**

EXHIBIT A
RAPID CITY SPORTS COMPLEX
PROJECT # 12-1849 / CIP # 50792

The City has determined the need to procure professional services for Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services for the Rapid City Sports Complex, City Project No. 12-1849, CIP No. 50792. The Rapid City Sports Complex will be located on Elk Vale Road approximately 1.5 miles north of Interstate 90. The project is funded through allocated Vision 2012 Funds and fundraising efforts by Soccer Rapid City. Design efforts for this project will begin in March 2013 and construction is planned to be complete in August 2015.

Design of the entire project will occur during 2013. Design will include development of 12 soccer fields, site infrastructure, and approximately 4,200 feet of 16" PVC water main along Elk Vale Road. Plans and specifications will be developed as a two-phased construction project. Underground work necessary to complete Phase 1 construction is planned for 2013, above ground work will be completed in the Spring of 2014. Construction of Phase 2 will begin and will be completed in 2015.

The Scope of Work in this contract is for Task 1 – Preliminary Design Services, Task 2 – Final Design Services, and Task 3 – Bidding Services for Phase 1 and Phase 2 Design and Bidding Services. It is understood that Design and Bidding Services for both Phase 1 and 2 will be completed under this contract. See Proposed Schedule for details. Task 4 – Basic Construction Services and Task 5 – Expanded Construction Services, will be negotiated at a later date and completed under a separate contract or amendment.

The following Scope of Work necessary to complete Tasks 1, 2, and 3 (standard to RC Contracts) for both Phase 1 and Phase 2 Services for the Rapid City Sports Complex Project assumes that the Notice to Proceed will be issued by the City by March 19th, 2013.

PROPOSED SCOPE OF WORK

TASK 1 – PRELIMINARY DESIGN SERVICES

1.01 Kick-off Conference:

1.01.1 FourFront Design, Inc. (FourFront) will meet with City staff to detail project concept and scope. FourFront will work with City Staff to prepare an agenda and take and distribute minutes.

1.02 Stakeholders Meeting:

1.02.1 FourFront shall meet with project stakeholders (City of Rapid City and Soccer Rapid City) as identified by the City. FourFront shall prepare an agenda and take and distribute minutes.



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- 1.03 Review Background Information: FourFront will review all available existing information including, but not limited to, the following:
- 1.03.1 The City will make available to FourFront any pertinent information relative to the project limits including previously approved plans, supplemental plans, GIS data, as-built plans, and project design reports concerning the development of this site and the corridor along Elk Vale Road.
- 1.04 Design Surveys: Under a separate contract FourFront provided topographic mapping of the Complex site and associated right-of-way. Based on the needs of this project, FourFront will complete additional survey work as necessary for this project. The route and topographical survey will be tied to at least two (2) City of Rapid City Monument Control system monuments utilizing State Plane coordinates. FourFront will:
- 1.04.1 Supplement the original topographic mapping to include the Elk Vale Road right-of-way within the project limits (between the intersection of Elk Vale Road and Seger Drive to the Rapid City Sports Complex Site) to verify locations of site features, above ground utilities, underground utilities, and right-of-way limits.
- 1.04.2 Detail the existing public utilities (water, sanitary, and storm sewer) within the project area in order to verify elevations, pipe sizes, and slopes for proposed connections within the project limits.
- 1.05 Landscape Architectural Services: FourFront will provide the following landscape architecture services through a Sub-consultant contract with Wyss Associates Inc.
- 1.05.1 Attend all Owner and Design Coordination Meetings.
- 1.05.2 Provide initial irrigation design.
- 1.05.3 Provide initial plan in order to comply RC Landscape Criteria.
- 1.05.4 Develop entry signage.
- 1.05.5 Provide preliminary opinion of probable cost.
- 1.06 Geotechnical Services: FourFront will provide the following geotechnical services through a Sub-consultant contract with Terracon Consulting Inc.
- 1.06.1 Evaluate the subsurface soil and groundwater conditions.
- 1.06.2 Soil borings to a minimum depth of 10 feet throughout project limits.
- 1.06.3 Prepare a report summarizing lab testing and provide recommendations.
- 1.07 Traffic Engineering Services: *(This is an optional service to this contract.)* FourFront will provide the following traffic engineering services through a Sub-consultant contract with Wenck Associates, Inc. These services would include an evaluation of the Interstate 90 Interchange as it relates to the project.
- 1.07.1 Evaluate existing short-term and long-term conditions.
- 1.07.2 Develop both short-term and long-term traffic forecasts.

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- 1.07.3 Evaluate and make recommendations for lane layout and approach access to the Sports Complex.
- 1.07.4 Review the parking demand needs.
- 1.08 Platting Services: *(This is an optional service to this contract.)* FourFront will provide platting services if required after the City completes the rezone of the Complex Site.
- 1.09 Underground City Utility Evaluation:
 - 1.09.1 Sanitary Sewer
 - 1.09.1.1 No sanitary sewer main evaluation or design will be necessary within the requirements of this project
 - 1.09.2 Water
 - 1.09.2.1 FourFront will develop plans and specifications necessary to complete all improvements required for this project.
 - 1.09.2.2 FourFront will evaluate available fire flows throughout the Project Area.
 - 1.09.2.3 The City will provide guidance as to the possible locations along Elk Vale Road where future connection points will be required.
- 1.10 Prepare Technical Memorandum and 50% Design Submittal: FourFront shall establish and indicate project specific design criteria and standards within a Technical Memorandum (including ADA requirements). The memorandum will use the design criteria and standards adopted within the Rapid City Infrastructure Design Criteria Manual. The project's geotechnical report and traffic engineer's report (if requested) will be included within the memorandum. FourFront shall submit all design assumptions within the memorandum, which will include:
 - 1.10.1 Evaluate and recommend a preliminary horizontal and vertical alignment for utilities, roadways and other public improvements (including ADA requirements).
 - 1.10.2 Establish pipe sizes, lane configurations, drainage system capacity, etc.
 - 1.10.3 Evaluate stormwater flows, capacity, condition, and provide recommendations for improvements to the existing storm sewer networks within and adjacent to the project area. Recommendations will be intended for future scoping of the overall project and no final designs are expected at this time. Evaluation and recommendation for drainage of the soccer fields will be included.
 - 1.10.4 Submit three (3) copies of the Technical Memorandum to the City Project Manager for review and comment.
- 1.11 Prepare 50% Preliminary Plans and Profile Sheets for a Two Phase Project: Develop and prepare 50% drawings for both Phase 1 and Phase 2 including water and storm sewer plan and profiles, electrical, and other details appropriate to 50% design. Development of site grading plans with options to minimize the required volume of overlot grading will be evaluated. General notes, details, and preliminary cross-sections will be included in the

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50% drawings submittal. Existing utilities will be shown at probable depths. Submit one (1) copy of the 50% preliminary plans (11" x 17") and specifications to the City Project Manager for review and comment.

- 1.12 Opinion of Probable Cost: Prepare a separate preliminary opinion of probable construction cost for each Phase of the project based on current construction costs of standard bid items for the City of Rapid City. The opinions of probable construction cost and other recommendations will be used to further refine the scope of this project. Submit one (1) copy each of the Opinion of Probable Cost to the City Project Manager for review and comment.
- 1.13 Easement Identification: Identify permanent and temporary construction easement acquisition needs. The size and extent of such easements and contact information of property owners shall be included.
- 1.14 Conduct monthly progress review meetings with the City and Soccer Rapid City: Conduct one (1) progress meeting per month throughout the course of Task 1.
- 1.15 Submittal Review Meeting: Attend 50% submittal review meeting (1) with City staff.
- 1.16 PW/CC Meetings: Attend Public Works and City Council meetings, as requested.

TASK 2 - FINAL DESIGN SERVICES:

- 2.01 Address City comments from the Task 1 Services City review(s).
- 2.02 Facilitate permanent and temporary construction easement acquisition and obtain property owner contact information, prepare easement and ROW exhibits as necessary, conduct property owner meetings for easement and ROW acquisition, and document acquisition meetings. Provide copies of current property deeds where easements are needed. The City will prepare the necessary legal documents. FourFront will not negotiate compensation for easements with property owners. This work is limited to two (2) easement documents and associated research.
- 2.03 Coordinate directly with utility companies' engineering divisions to ensure; that all existing utilities are completely and accurately identified using the best available data provided by the utility companies and as located in the field; that pertinent information regarding depth, material, size, etc. are noted on the plans; and that conflicts regarding relocation of utilities or special construction techniques are fully specified in the contract documents. Plans shall be provided to the pertinent utilities for comment at the time they are complete followed within 3 weeks by a specific private utility coordination meeting. FourFront shall have the right to rely upon the accuracy and completeness of the data supplied by the utility company.
- 2.04 FourFront will provide 95% and 100% Design landscape architecture services through a Sub-consultant contract with Wyss Associates Inc.

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- 2.05 Provide 95% and 100% complete plans and specifications (Phase 1 and Phase 2) for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 2.05.1 Plan documents shall adhere to current City of Rapid City guidelines.
- 2.05.2 Staking information shall include either of the following formats:
- 2.05.2.1 Station offsets or coordinates for all items of work requiring field staking.
- 2.05.2.2 Coordinates and description of inter-visible control points with benchmark information.
- 2.05.2.3 Incorporate ADA compliance items such as fillets, driveways and sidewalk improvements.
- 2.05.3 Project layout to include lot lines (front and side) and addresses of all properties (adjacent to construction, or alternatively, in service area).
- 2.05.4 If desiring exceptions from City requirements or specifications, it is the FourFront's responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 2.06 Conduct progress review meetings with the City and Soccer Rapid City: Conduct three (3) progress meetings throughout the course of Task 2 work.
- 2.07 Provide two (2) copies of the 95% and 100% Design Services Submittal for each of the two phases. This submittal will include plans and specifications. Plan submittals will include one full size set (22" x 34") and one half size set (11" x 17").
- 2.08 Provide detailed traffic control plan showing all devices required for a MUTCD compliant plan. Provide conceptual traffic control plan showing all streets that may be impacted by the construction of this project. Show all existing signage, pavement markings, etc. All work zones, road closures, lane closures, and pavement marking removals shall be indicated on the plan. Traffic control plans shall indicate suggested sequence, intent, and general guidelines, but does not require identification or placement of project specific traffic control items. The City will provide an electronic version of an aerial photo.
- 2.09 Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidder's proposal.
- 2.10 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically, project drawing specific issues will be indicated as a General Note on the drawings. Material types and material specific items will be included as a detailed specification.
- 2.11 Prepare any and all permits with exhibits required for the City. Identify permits that will be required by the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost.

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- 2.11.1 Floodplain Related Services: It is expected that the Engineer will prepare all basic documentation necessary to complete floodplain development permitting documentation for the project. If, during the permitting process, it is deemed necessary to complete documentation such as a Letter of Map Amendment (LOMA) or a Letter of Map Revision, this will become an additional service and will be negotiated at that time.
- 2.12 Prepare final “Engineer’s Estimate” of probable construction cost for the project. Each phase of the project require an engineer’s estimate.
- 2.13 Address 95% submittal staff comments for each set of plans.
- 2.14 Provide one (1) copy of the Final Design Services submittal for each phase. The submittal shall consist of complete plans, specifications, contract documents, and Engineer’s Estimate of probable construction cost to the City of Rapid City’s Project Manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

Deliver the following:

- 2.14.1 Provide complete plans on CD compatible with current AutoCAD Civil 3D Release.
- 2.14.1.1 Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
- 2.14.2 Provide complete specifications and contract documents on CD in Microsoft Word XP or 2007 version.
- 2.14.3 Provide a unit price cost estimate on CD in current version of Microsoft Excel on the City of Rapid City “Engineer’s Estimate” form.
- 2.14.3.1 Provide Engineer’s Estimate of probable construction costs as a component of this submittal.
- 2.14.4 All submittals (drawings and specifications) believed by the Engineer of Record to be final, shall contain a Certification Statement of Conformance with City Standards which shall read, “I (insert Engineer of Record’s name) certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City’s adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured”. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The “Certification Statement of Conformance with City Specifications” shall be signed and dated by the Engineer of Record.

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- 2.14.5 Final submittal will be one complete paper copy and one complete pdf file on a CD.
- 2.15 FourFront shall submit plans and specifications to the Department of Environment and Natural Resources (SDDENR) for approval, and shall address any comments or corrections required.
- 2.16 Attend Public Works and City Council meetings, as requested.

TASK 3 – BIDDING SERVICES:

Phase 1 of the Project will be bid during the fall of 2013. Bidding Services for Phase 2 of this project is planned for late winter/early spring of 2015.

- 3.01 Submit sufficient information to the City of Rapid City Project Manager for completion of City Advertising Authority form.
- 3.02 Provide one (1) hard copy and a pdf version of the plans and specifications, stamped and signed by a Professional Engineer for City printing and distribution to bidders and the City of Rapid City, refer to “Deliverable” above in Task 2.
- 3.03 Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Distribute copies to all attendees.
- 3.04 Respond to bidders questions throughout bidding process.
- 3.05 Issue addenda to the bid documents, as required.
- 3.06 Attend the Bid Opening (to be held at the City Finance Office).
- 3.07 Attend Public Works Committee and Council Meetings, as required.
- 3.08 FourFront shall review and certify Bid Tab prepared by the City.
- 3.09 Prepare an award recommendation letter to the City of Rapid City Project Manager.
- 3.10 Review construction contract documents and supporting information from the contractor and submit to the City of Rapid City Project Manager for distribution to the City Attorney for approval and signatures of the Mayor and Finance Officer.

FourFront will provide 15 working days, in their schedule, for City review of each submittal including; the Technical Memorandum and 50% review submittal, the 95% review submittal, 100% complete plans, specifications, contract documents, and opinion of probable cost.

RAPID CITY SPORTS COMPLEX
PROJECT No. 12-1849 / CIP No. 50792

Project Meetings: FourFront will attend the following meetings:

- Kick-off Conference with City – Task 1.01 (1 @ 2 hours)
- Stakeholders Meeting – Task 1.02 (1 @ 1.5 hours)
- Monthly Progress Review Meetings – Tasks 1.14 and 2.06 (4 @ 1 hour)
- Technical Memorandum and 50% Plan Review Submittal Meeting – Task 1.15 (1 @ 2 hour)
- Public Works/City Council Meetings – Task 1.16, 2.16, and 3.08 (3 @ 2 hours)
- Private Utility Coordination Meeting – (2 meetings @ 2 hours)
- 95% Plans, Specifications, and Contract Documents Review Meeting – (1 meetings @ 2 hour)
- Pre-bid Conference (Task 3) – (1 meetings @ 2 hours)
- Bid Opening (Task 3) – (1 meeting @ 1 hour)

Project Submittals: Engineer will make the following submittals:

- Meeting minutes for all meetings attended.
- Three copies of the Technical Memoranda.
- One hard copy (11" x 17") of the 50% plans, specifications, opinion of probable construction cost and a CD of the 50% submittal.
- One hard copy each of 22" x 34" and 11" x 17" size sheets of the 95% complete plans, specifications, opinion of probable construction cost and a CD of the 95% submittal.
- Final submittal of bid documents including complete plans, specifications, contract documents, and opinion of probable construction cost.
- Pre-bid Conference meeting minutes
- Award recommendation with Bid Tab

Proposed Schedule:

- Notice To Proceed – March 19, 2013
- City/SRC Review Meeting – Week of April 23, 2013 (tentative)
- Technical Memoranda and 50% Design Submittal – April 26, 2013
- City/SRC Review Meeting – Week of May 21, 2013 (tentative)
- 95% Design Submittal – June 7, 2013
- City/SRC Review Meeting – Week of June 24, 2013 (tentative)
- 100% Design Submittal – July 12, 2013
- City/SRC Review Meeting – Week of July 15, 2013 (tentative)
- Phase 1 Plans Available to Bid – July 22, 2013
- Phase 1 Bid Opening – August 13, 2013
- Tentative Phase 2 Bidding Period – January 2015
- Tentative Phase 2 Bid Opening – February 2015

EXHIBIT B

DESIGN AND BIDDING SERVICES - Phase 1 & 2

Rapid City Soccer Complex

Project No. 12-1849 / CIP No. 50792

FourFront Design, Inc.

March 18, 2013

TASK 1 - INVESTIGATIVE SERVICES (50% Design Services)		
1.01	Kick-off Conference	\$ 825.00
1.02	Stakeholders Meeting	\$ 637.50
1.03	Review Background Information	\$ 1,960.00
1.04	Perform Design Survey	\$ 5,523.00
1.05	Landscape Architecture Services	\$ 21,495.50
1.06	Geotechnical Services	\$ 7,067.50
1.07	Traffic Engineering Services (<i>optional service</i>)	\$ 11,567.50
1.08	Platting Services (<i>optional service</i>)	\$ 5,441.00
1.09	Underground City Utilities	\$ 10,560.00
1.10	Prepare Technical Memorandum	\$ 12,720.00
1.11	Preliminary Plan and Profile Sheets	\$ 33,210.00
1.12	Opinion of Probable Cost	\$ 1,375.00
1.13	Identify ROW and permanent/temporary easements	\$ 855.00
1.14	Monthly Progress Review Meetings (1)	\$ 865.00
1.15	Attend Submittal Review Meeting	\$ 570.00
1.16	Attend PW/CC Meeting as necessary	\$ 250.00
	Task 1 Services Subtotal	\$ 114,922.00

TASK 2 - FINAL DESIGN SERVICES (95% & 100% Design Services)		
2.01	Address City Comments from Submittal Review Mtg.	\$ 2,170.00
2.02	Permanent/Temporary Construction Easements	\$ 1,619.50
2.03	Utility Company Coordination	\$ 2,175.00
2.04	Sub-Consultant (Wyss)	\$ 51,196.00
2.05	Provide Complete Plans and Specs (2 sets of Plans)	\$ 45,200.00
2.06	Monthly Progress Review Meetings (3)	\$ 2,095.00
2.07	Provide 2 Copies of Design Submittal	\$ 2,180.00
2.08	Provide Traffic Control Plans	\$ 3,270.00
2.09	Provide ESC Plans	\$ 5,555.00
2.10	Detailed Specifications	\$ 3,770.00
2.11	Permits/Exhibits	\$ 2,680.00
2.12	Engineer's Estimate	\$ 1,250.00
2.13	Address 95% Comments	\$ 4,285.00
2.14	Final Design Submittal	\$ 2,850.00
2.15	Submit to DENR	\$ 545.00
2.16	Attend PW/CC Meeting as necessary	\$ 250.00
	Task 2 Services Subtotal	\$ 131,090.50

EXHIBIT B (cont)

TASK 3 - BIDDING SERVICES		
3.01	Advertising Authority	\$ 250.00
3.02	Final Plans/Specs	\$ 1,290.00
3.03	Pre-Bid Conference	\$ 7,789.00
3.04	Bidders Questions	\$ 3,090.00
3.05	Issue Addenda	\$ 4,240.00
3.06	Attend Bid Opening	\$ 500.00
3.07	Attend PW/CC Meeting as necessary	\$ 500.00
3.08	Review and Certify Bid Tab	\$ 770.00
3.09	Award Recommendation	\$ 520.00
3.10	Review Construction Documents	\$ 520.00
	Task 3 Services Subtotal	\$ 19,469.00

Total Estimated Fee	\$ 265,481.50
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Note: FourFront Design reserves the right to reallocate task costs subject to maximum limiting fee

EXHIBIT C

DESIGN AND BIDDING SERVICES - Phase 1 & 2
Rapid City Soccer Complex
Project No. 12-1849 / CIP No. 50792
FourFront Design, Inc.
March 18, 2013

FOURFRONT DESIGN, INC	Hourly Rates	
Principial-in-Charge	\$	190.00
Project Manager / Engineer	\$	125.00
Engineer-in-Training	\$	80.00
CADD Technician	\$	65.00
Project Manager Assistant	\$	67.50
Registered Land Surveyor	\$	160.00
Survey Crew Chief	\$	65.00
Clerical	\$	47.50
Survey Equipment	\$	32.50
Travel Expenses (per mile)	\$	0.56
Printing Costs		Actual

WYSS ASSOCIATES, INC.	Hourly Rates	
Principal Landscape Architect	\$	155.00
Registered Landscape Architect	\$	109.00
Construction Observer	\$	109.00
Design Associate 1	\$	88.00
Design Technician	\$	65.00
Administrative Assistant	\$	45.00

TERRACON CONSULTANTS, INC.	Hourly Rates	
Principal Engineer / Geologist	\$	125.00
Senior Project Engineer	\$	115.00
Project Engineer / Geologist	\$	85.00
Staff or Field Engineer / Geologist	\$	75.00
Drafter	\$	55.00
Technician	\$	48.00
Clerical	\$	45.00