

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

**Project Name & Number:** Rushmore Plaza Civic Center Expansion Project # 13-2132

**CIP #:** 51018

**Project Description:** Preliminary Design Study for arena expansion, a multi-purpose venue for existing events and a growing variety of events that provide for the region's entertainment, convention, athletic and educational opportunities. The Study will establish a project budget, preliminary program of requirements and a concept design.

**Consultant:** M.A. Mortenson Company

**Original Contract Amount:** \$115,000.00

**Original Contract Date:** 2/18/2014

**Original Completion Date:**

**Addendum No:**

**Amendment Description:**

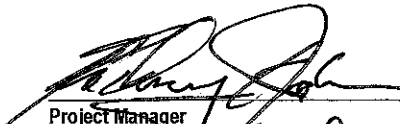
**Current Contract Amount:** \_\_\_\_\_  
**Change Requested:** \_\_\_\_\_  
**New Contract Amount:** \_\_\_\_\_ \$0.00

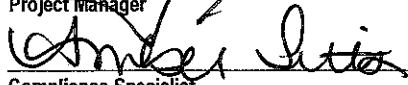
**Current Completion Date:** \_\_\_\_\_  
**New Completion Date:** \_\_\_\_\_

**Funding Source This Request:**


Amount	Dept.	Line Item	Fund	Comments
\$115,000.00	132	4223	107	
\$115,000.00	Total			

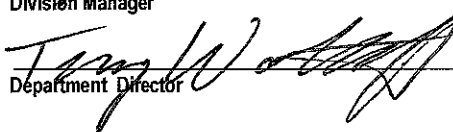
### Agreement Review & Approvals

 \_\_\_\_\_ 2-7-14  
 Project Manager Date

 \_\_\_\_\_ 2/6/14  
 Compliance Specialist Date

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

 \_\_\_\_\_ 2-6-14  
 Division Manager Date

 \_\_\_\_\_ 2-7-14  
 Department Director 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
Appropriation		Y N
Cash Flow		Y N

## **Agreement Between City of Rapid City and M. A. Mortenson Company for Preconstruction Services for the Rushmore Plaza Civic Center Expansion**

AGREEMENT made February 18, 2014, between the City of Rapid City, SD (City) and M. A. Mortenson Company, (Construction Manager), located at 700 Meadow Lane North, Minneapolis, Minnesota 55422 (individually a "Party" and collectively the "Parties"). City intends to obtain preconstruction services for the Rushmore Plaza Civic Center Expansion, Project No. 13-2132 CIP No. 51018. The scope of services is as described within this document and as further described in Exhibits A, B and C (attached).

The City and the Construction Manager agree as follows:

The Construction Manager shall provide preconstruction services for the City during the design phase of the Project and as further defined in Exhibits A, B and C.

The Preconstruction Phase shall be divided into two separate phases: Phase 1 (Preliminary Design Phase), and Phase 2 (Preconstruction Services). This agreement is for Phase 1. If the project proceeds into Phase 2 and subsequently to the Construction Phase, the Parties will negotiate and enter into a separate agreement (based on modified versions of American Institute of Architects documents A133 and AIA A201) that will replace and supersede this agreement. The Preliminary Design Phase scope of work is described in the attached exhibits:

- Exhibit A: Preliminary Design Phase: Scope of Work Narrative
- Exhibit B: Preliminary Design Phase: Responsibility Matrix
- Exhibit C: Preliminary Design Phase: Project Schedule

### **Section 1—Basic Services of Construction Manager**

#### **1.1 General**

- 1.1.1 The Construction Manager shall perform the services described in this agreement, which include customary preconstruction services. Construction Manager intends to serve as the City's construction manager for those services as defined in this agreement and to provide advice and consultation to the City as defined in this agreement.
- 1.1.2 The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of



public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The Owner acknowledges that any recommendations or advice made or given by the Construction Manager concerning the design of the Project, including any recommendations concerning design alternatives or value analysis, will be made based upon the Construction Manager's experience as a construction manager or general contractor, not as an architect or engineer, and the ultimate responsibility for the performance or aesthetic characteristics inherent in the design shall remain with the Architect. Any such recommendations or advice shall be subject to review and approval by the Architect or by Owner's other professional consultants. Except to the extent the Contract Documents expressly make the Construction Manager responsible for design or expressly identify a specification as a performance specification, nothing in this Agreement or elsewhere in the Contract Documents shall be construed to create any responsibility of or liability upon the Construction Manager for the accuracy, adequacy, sufficiency, or safety of the design of the Project. Owner shall require the Architect to specifically identify in writing for the Construction Manager any specifications that the Architect considers to be performance specifications. In addition, the Owner acknowledges that Construction Manager is not a geotechnical engineer and that the Construction Manager does not assume any responsibility for recommendations in any geotechnical report related to the Project or any design decisions made based upon such geotechnical report.

1.1.3 The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities and included in the Contract Documents.

1.1.4 The contract will be based on a lump sum contract amount.

## 1.2 **Scope of Work**

The Construction Manager shall:

1.2.1 Provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)



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

The City will provide any information in its possession for the project at no cost to the Construction Manager. The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect.

## **Section 3—Notice to Proceed**

The City will issue a written notification to the Construction Manager to proceed with the work. The Construction Manager shall not start work prior to receipt of the written notice. The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Construction Manager 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 Neither Party shall be liable to the other for any consequential, indirect, special, or speculative damages related to this agreement.
- 4.1.6 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 Construction Manager. 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.

- 4.1.7 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.8 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project progresses, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Construction Manager will promptly inform the City in writing of such situations so that changes in this Agreement can be renegotiated.
- 4.1.9 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Construction Manager and (b) by the Construction Manager for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Construction Manager 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 Construction Manager to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Construction Manager shall be liable to the City for any additional cost to the extent directly resulting from Construction Manager's action.
- 4.1.10 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Construction Manager involving its right to be paid under this agreement or its compliance with the terms of this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Construction Manager's documentation will be in a format consistent with general accounting procedures.
- 4.1.11 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 Construction Manager in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.



- 4.1.12 Unless otherwise provided in this Agreement, the Construction Manager and the Construction Manager'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.
- 4.1.13 In the event asbestos, toxic materials, or other hazardous 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 Construction Manager's services, Construction Manager 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.
- 4.1.14 Construction Manager 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.

Construction Manager 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 Construction Manager

### 5.1 Fee



The Construction Manager shall be paid a lump-sum Fee of One Hundred Fifteen Thousand dollars (\$115,000.00) for Phase 1 Preliminary Design Services performed through November 3, 2014. This value includes a contingency of \$15,000 that may be expended throughout the Phase 1 Study as authorized in writing by the Owner. Phase 1 Services Fee is payable as follows: Nine equal monthly payments of one-ninth of the total lump sum fee, plus any amounts of the contingency that is added. In other words, the base Services Fee is \$100,000 for the services identified in the Scope Exhibits. The base Phase 1 Preliminary Design Services include twenty-two (22) trips. If the services covered by this Agreement have not been completed by the date set forth in this Subsection 5.1, through no fault of the Construction Manager, the Fee shall be equitably adjusted.

## 5.2 Monthly Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Construction Manager in accordance with Subsection 5.1.

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

## Section 6—Completion of Services

The Construction Manager shall complete the services as provided in Exhibits A, B, and C.

## Section 7—Insurance Requirements

### 7.1 Insurance Required

The Construction Manager 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 required additional insured policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

### 7.2 Cancellation

The Construction Manager 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 Construction Manager, its consultants or subcontractors interests, and assumes no liability therefore. The Construction Manager will hold the City harmless from any liability, including additional premium due, because of the Construction Manager'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 Construction Manager or its consultants, of not less than \$1,000,000 each claim and not less than \$1,000,000 annual aggregate. Tail coverage shall be maintained for at least three years after final completion of the services.

### Section 8—Hold Harmless

The Construction Manager hereby agrees to hold the City harmless from any and all claims or liability (including attorneys' fees) for bodily injury or property damage arising out of the services furnished under this Agreement, providing that such claims or liability





are the result of a negligent act, error or omission of the Construction Manager and/or its employees/agents arising out of the services described in the Agreement.

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

The parties agree that the Construction Manager 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 Construction Manager shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Construction Manager 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 Construction Manager does not provide construction services, City agrees to indemnify and hold harmless Construction Manager from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Construction Manager'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 Construction Manager, 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:

Construction Manager:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
M. A. Mortenson Company  
by Derek Cunz, Vice President

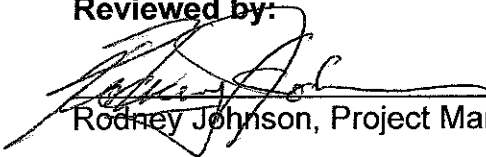
DATE: \_\_\_\_\_

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

ATTEST:

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

Reviewed by:

  
\_\_\_\_\_  
Rodney Johnson, Project Manager

DATE: 2-7-14

**CITY'S DESIGNATED PROJECT REPRESENTATIVE**

**CONST. MANAGER'S DESIGNATED PROJECT REPRESENTATIVE**

NAME Rod Johnson  
PHONE 605-394-4154  
EMAIL Rod.Johnson@rcgov.org

NAME Derek Cunz  
PHONE 612-655-1356  
EMAIL Derek.Cunz@mortenson.com

**RUSHMORE PLAZA CIVIC CENTER DESIGNATED REPRESENTATIVE**

NAME Brian Maliske  
PHONE 605-394-4111  
EMAIL BrianM@rushmore.com

APPROVED AS TO FORM  
CITY ATTORNEY'S OFFICE

JREN 2-6-14  
Attorney Date



# EXHIBIT A - PRELIMINARY DESIGN SCOPE OF WORK NARRATIVE

Please refer to the RPCC - Responsibility Matrix jointly developed by ARC International, Crawford Architects, Mortenson Construction and Scull Construction



## A. Anticipated Phases

- Phase 1 – Preliminary Design Study (This phase is funded).
- Phase 2 – Detailed Design & Preconstruction
- Phase 3 – Construction

## B. Scope of Work as defined in the RFP for Phase 1

1. Programming for components identified in RFP.
2. Site Analysis of the RPCC Campus.
3. Re-purposing of the existing Don Barnett Arena.
4. Develop a concept design that would best serve the stated vision, goals, programming and site analysis.
5. Coordinate the design closely with the CMaR to ensure that the project is being developed for best value. It is understood that the CMaR will be responsible for developing/evaluating costs and budgets for the project.
6. Outline sustainable design initiatives that are being considered for the final design.
7. Meet with project "stakeholders" throughout the process to ensure the emerging design meets and agrees with their consensus.
8. Present the project design to Owner Leadership and other public/community events.
9. Make the design available for multi-media presentation that will be used to support a "public decision", which will be either a public vote or a City Council approval (or both).

## C. Phase 1 - Preliminary Design Study (Items are cross referenced in RPCC Responsibility Matrix)

1. Project Kickoff
  - a. Develop work plan for design, preconstruction and public communication process.
  - b. Establish project mission statement, goals and objectives.
  - c. Site Analysis - identify opportunities and constraints.
  - d. Conduct preliminary code analysis and evaluation.
  - e. Prepare and update base plans, sections and other documents.
  - f. Develop criteria to evaluate concept design.
2. Program Verification
  - a. Confirm event day mix/ requirements.
  - b. Based on the approved event day mix, establish event floor and back of house requirements.
  - c. Confirm seating capacity (thought to be in the 12,000 - 15,000+ range) for the variety of events.
  - d. Confirm quantity of luxury suites, club seats, and loge seating.
  - e. Confirm fan amenity requirements including concessions, club lounge spaces, retail/ novelties, etc.
  - f. Identify any dual use potential/ opportunities between new and existing facilities.
  - g. Establish affinities and potential integration of existing RPCC components.
  - h. Identify site requirements including utilities, parking, site amenities, plus connections to ancillary development.
  - i. Identify technology requirements.
  - j. Identify potential future development opportunities.
    1. Hotel
    2. Barnett Arena reuse
    3. Parking
    4. Other
  - k. Conduct Focus Groups & Meet with User Groups to Assess User Needs - Programming-Wise.
3. Preliminary Concept Design
  - a. Establish concept options for the arena in plan and section .
  - b. Based on approved plan in section, develop alternatives for siting the building expansion.
  - c. Develop alternative concepts for potential adaptive reuse of the existing Don Barnett Arena area.
  - d. Develop alternative concepts for any dual use potential / opportunities between new and existing facilities.
  - e. Develop alternative concepts for future development. Develop concepts at a master plan level.
4. Concept Design - Preferred Scheme
  - a. Develop preferred scheme in plan, section and model form.
  - b. Prepare preliminary narratives for pricing:
    1. Architecture & Interiors
    2. Structure
    3. MEPF
    4. Site
    5. Other systems as appropriate
  - c. Prepare documents/ models for preliminary pricing.
  - d. Prepare documents/ models for public presentations.
  - e. BIM Modeling.
5. Public Communication
  - a. Based on the approved work plan, organize and coordinate formal work sessions with the public - say five sessions.
  - b. Summarize each work session for review by the RPCC, City Council, and other stakeholders identified in the work plan .
  - c. Identify and communicate with potential third-party developers, investors and stakeholders who may have an interest in the delivery of the project.
6. CMaR
  - a. Prepare Preliminary Cost Model / Target Value Budget.
  - b. Provide Budget Trending Estimating.
  - c. Evaluate Concepts - Means & Methods + Constructability.
  - d. Develop detailed work plan for subsequent phases of design.
  - e. Interact with Subcontractor Market as Appropriate to Evaluate Concept Design.
  - f. Prepare Master Schedule for the Project.
  - g. Prepare Final Target Value Estimates.
7. Deliverables
  - a. Preliminary Program - Technical Report
  - b. Alternative concepts with evaluation of each concept jointly prepared by design team and the CMaR.
  - c. Illustrative plans, renderings, sections and 3-D images of preferred concept.
  - d. Development Plan including phasing.
  - e. Project Master Schedule.
  - f. Project Target Value Budget.
  - g. Final Recommendations.
  - h. Public workshops.
  - i. Meetings with client group.
8. Potential Optional Direct Expense Items
  - a. Additional Economic / Market Analysis .
  - b. Computer Animations / Professional Models.
  - c. Direct costs associated with project promotion.
  - d. Travel/tours of comparable facility design.

EXHIBIT B - RPCC RESPONSIBILITY MATRIX



RPCC - Responsibility Matrix  
ARC/Crawford with Mortenson/Scull Construction

		Owner	Design Team	CMAR
Client	Designate Project Champion	R		
	Authority to Proceed, Prepare RFP (s)	R		
	Select Consultant Team	R		
	Public Relations & Promotions	R	A	A
	Public Approvals & Procurement	R	A	A
Project Kickoff	Develop work plan for design, design phase and public communication process	A	R	R
	Establish project mission statement, goals and objectives.	A	R	A
	Site Analysis - identify opportunities and constraints	A	R	A
	Conduct preliminary code analysis and evaluation		R	A
	Prepare and update base plans, sections and other documents		R	A
	Develop criteria to evaluate concept design		R	A
	Evaluate Event Day Requirements	A	R	
Program Verification	Based on the approved event day mix, establish event floor and back of house requirements	A	R	A
	Confirm seating capacity for events (12,000 to 15,000+ range)	A	R	A
	Establish Seating Requirements (Suites, Club, Loge, & General)	A	R	A
	Confirm fan amenity requirements including concessions, club lounge spaces, retail, novelties, etc.	A	R	A
	Identify any dual use potential/opportunities between new and existing facilities (Repurpose Don Barnett)	A	R	A
	Establish affinities and potential integration of existing RPCC components (Repurpose Don Barnett)	A	R	A
	Identify site requirements including utilities, parking, site amenities, plus connections to ancillary development	A	R	A
	Identify Rigging Grid & Technology Requirements	A	R	A
	Identify potential future development opportunities (hotel, Barnett Arena reuse, parking, other)	A	R	A
	Conduct Focus Groups & Meet with User Groups to Assess User Needs - Programming-Wise	A	R	
	Establish concept options for the arena in plan and section		R	A
	Preliminary Concept Design	Based on approved plan in section, develop alternatives for siting the building expansion		R
Develop alternative concepts for potential adaptive reuse of the existing Don Barnett Arena area			R	A
Develop alternative concepts for any dual use potential/opportunities between new and existing facilities			R	A
Develop alternative concepts for future development. Develop concepts at a master plan level			R	
Comparable Facility Tours		A	R	A
Concept Design	Develop preferred scheme in plan, section and model form		R	A
	Prepare preliminary narratives for pricing (Architecture & Interiors, Structure, MEPF, Site, Other Systems as Appropriate)		R	
	Prepare documents/models for preliminary pricing		R	A
	Prepare documents/models for public presentations		R	
Public Communication	BIM Modelling		R	A
	Based on the approved work plan, organize and coordinate formal work sessions with the public (5 sessions)	A	R	A
	Summarize each work session for review by the RPCC, City Council, and other stakeholders identified in the work plan	A	R	A
CMAR	Identify and communicate with potential third-party developers, investors, and stakeholders who may have an interest in the delivery of the project	A	R	A
	Prepare Preliminary Cost Model/Target Value Budget		A	R
	Provide Budget Trending Estimating		A	R
	Evaluate Concepts - Means & Methods + Constructability		A	R
	Develop detailed work plan for subsequent phases of design		A	R
	Interact with Subcontractor Market as Appropriate to Evaluate Concept Design		A	R
	Prepare Master Schedule for the Project	A	A	R
Prepare Final Target Value Estimates		A	R	
		Owner	Design Team	CMAR

R: Responsible Party  
A: Assist to the Responsible Party

EXHIBIT C - PRELIMINARY DESIGN PHASE - PROJECT SCHEDULE



Activity	Start	End	Phase	Dependencies
Regulatory Scheduled Meetings	1/13/2014	1/13/2014	Regulatory	
Submit Contract - 1/20/14	1/20/2014	1/20/2014	Contract	
PH Stock Show & Fedex	1/27/2014	1/27/2014	PH	
PH Stock Show & Fedex	2/3/2014	2/3/2014	PH	
PH Stock Show & Fedex	2/10/2014	2/10/2014	PH	
PH Stock Show & Fedex	2/17/2014	2/17/2014	PH	
PH Stock Show & Fedex	2/24/2014	2/24/2014	PH	
PH Stock Show & Fedex	3/3/2014	3/3/2014	PH	
PH Stock Show & Fedex	3/10/2014	3/10/2014	PH	
PH Stock Show & Fedex	3/17/2014	3/17/2014	PH	
PH Stock Show & Fedex	3/24/2014	3/24/2014	PH	
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PH Stock Show & Fedex	4/28/2014	4/28/2014	PH	
PH Stock Show & Fedex	5/5/2014	5/5/2014	PH	
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PH Stock Show & Fedex	5/19/2014	5/19/2014	PH	
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PH Stock Show & Fedex	6/9/2014	6/9/2014	PH	
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PH Stock Show & Fedex	6/30/2014	6/30/2014	PH	
PH Stock Show & Fedex	7/7/2014	7/7/2014	PH	
PH Stock Show & Fedex	7/14/2014	7/14/2014	PH	
PH Stock Show & Fedex	7/21/2014	7/21/2014	PH	
PH Stock Show & Fedex	7/28/2014	7/28/2014	PH	
PH Stock Show & Fedex	8/4/2014	8/4/2014	PH	
PH Stock Show & Fedex	8/11/2014	8/11/2014	PH	
PH Stock Show & Fedex	8/18/2014	8/18/2014	PH	
PH Stock Show & Fedex	8/25/2014	8/25/2014	PH	
PH Stock Show & Fedex	9/1/2014	9/1/2014	PH	
PH Stock Show & Fedex	9/8/2014	9/8/2014	PH	
PH Stock Show & Fedex	9/15/2014	9/15/2014	PH	
PH Stock Show & Fedex	9/22/2014	9/22/2014	PH	
PH Stock Show & Fedex	9/29/2014	9/29/2014	PH	
PH Stock Show & Fedex	10/6/2014	10/6/2014	PH	
PH Stock Show & Fedex	10/13/2014	10/13/2014	PH	
PH Stock Show & Fedex	10/20/2014	10/20/2014	PH	
PH Stock Show & Fedex	10/27/2014	10/27/2014	PH	
PH Stock Show & Fedex	11/3/2014	11/3/2014	PH	

RCC Arena Expansion Phase I Work Plan

