

# 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:** ARC International Inc.

**Original Contract Amount:** \$385,000.00      **Original Contract Date:** 2/18/2014      **Original Completion Date:**

**Addendum No:**

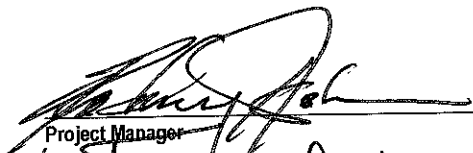
**Amendment Description:**

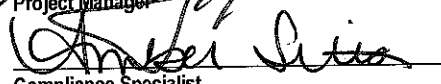
**Current Contract Amount:** \_\_\_\_\_      **Current Completion Date:** \_\_\_\_\_  
**Change Requested:** \_\_\_\_\_  
**New Contract Amount:** \_\_\_\_\_ \$0.00      **New Completion Date:** \_\_\_\_\_


**Funding Source This Request:**

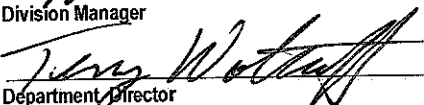
Amount	Dept.	Line Item	Fund	Comments
\$385,000.00	132	4223	107	
\$385,000.00	<b>Total</b>			

### Agreement Review & Approvals

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

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

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

 \_\_\_\_\_ 2-7-14  
 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
		Y    N
		Y    N

**Agreement Between City of Rapid City and ARC International, Inc.  
for Professional Design Services for the  
RPCC Arena Expansion Project**

THIS AGREEMENT is made February 18, 2014, between the City of Rapid City, SD (City) and ARC International, (Architect), located at 5808 Sheridan Lake Rd., Rapid City, SD 57702. City intends to obtain services for professional design services for the RPCC Arena Expansion, Project No. 13-2132, CIP No. 51018.

The City and the Architect agree as follows:

The Architect shall provide professional design services for the City in all phases of the Project, serve as the City's professional architectural representative for the Project, and give professional architectural consultation and advice to the City while performing its services.

**Section 1—Basic Services of Architect**

**1.1 General**

1.1.1 The initial phase of service is to provide a Preliminary Design. The Preliminary Design is defined by 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

1.1.2 A description of the physical project, as defined in the RFP, is as follows:

- A. The Design Team will provide comprehensive professional design services for the entire project including:
- Phase 1 – Preliminary Design Study (funded in 2014)
  - Phase 2 – Design Phase (contingent on Phase 1 approval)
  - Phase 3 – Construction Phase (contingent on Phase 1 approval)
- B. The Arena Expansion will be a multi-purpose venue that facilitates existing events as well as a growing variety of events and uses that provide for the region's entertainment, convention, athletic and educational opportunities. The design of the Arena Expansion will need to consider the following:
1. Size/Configuration/Flexibility/Adaptability of the Venue floor/court/field/stage
  2. Determine appropriate number of seats (thought to be in the 12,000 - 15,000+ range) for the variety of events.
  3. Establish luxury suites, club seats, and loge seating opportunities.
  4. Define concessions, restrooms and customer amenities.



5. Connectivity and integration with the existing RPCC components.
  6. Future uses of the existing Don Barnett Arena area.
  7. Integrating technology components/systems to enhance the fan experience and building operations.
  8. Mechanical and Electrical systems to support existing and expansion areas.
  9. Furniture, Fixtures and Equipment required for the facility.
  10. Develop the site to accommodate the expansion and improved long-term functionality of the entire campus.
  11. Determine parking demand and provide potential solutions.
  12. Integrate with the RPCC Campus, downtown area and transportation systems.
- C. The scope of Work for the Preliminary Design Phase is more fully defined in:
- Exhibit A – Preliminary Design Phase - Scope of Work Narrative.
  - Exhibit B – Preliminary Design Phase – Responsibility Matrix
  - Exhibit C – Preliminary Design Phase – Project Schedule
- D. The project is being developed with a CMaR delivery method. The Owner has selected Mortenson Construction with Scull Construction to guide the CMaR delivery.
- E. Upon approval of Phase One – Preliminary Design Study, the City of Rapid City and ARC International will negotiate a contract for all remaining professional design services required in “Phase 2 – Design” and “Phase 3 – Construction” for the RPCC Arena Expansion Project.

1.1.3 The Architect shall perform professional services described in this agreement, which include customary professional design services. Architect 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 Architect for the City are rendered on the basis of experience and qualifications and represent Architect’s professional judgment.

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

1.1.5 All documents including Drawings and Specifications provided or furnished by Architect pursuant to this Agreement are instruments of service in respect of the Project and the Architect 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 Architect 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 Architect 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 and 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
- 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 Architect.

### Section 3—Notice to Proceed

The City will issue a written notification to the Architect to proceed with the work. Any work accomplished by the Architect prior to the Authorization of the Contract and Issuance of the Notice to Proceed is being performed at the risk of the Architect.

### Section 4—Mutual Covenants

#### 4.1 General

- 4.1.1 The Architect 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 Architect 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 Architect.



- 4.1.4 This agreement constitutes the entire agreement between the City and the Architect 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 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 Architect. 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.
- 4.1.6 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.7 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. Architect will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.8 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Architect and (b) by the Architect for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Architect 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 Architect to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Architect shall be liable to the City for any additional cost to the extent directly resulting from Architect's action.
- 4.1.9 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Architect involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Architect's documentation will be in a format consistent with general accounting procedures.



- 4.1.10 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 Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 4.1.11 The City will give prompt written notice to the Architect if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.12 Unless otherwise provided in this Agreement, the Architect and the Architect'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 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 Architect's services, Architect 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 This agreement, unless explicitly indicated in writing, shall not be construed as giving Architect 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.
- 4.1.15 Neither the City nor the Architect, 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.
- 4.1.16 Neither the City nor the Architect, 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.



4.1.17 Architect 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.

Architect 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 Architect**

#### **5.1 Fee**

The Architect shall be paid a lump-sum Fee of Three Hundred Eighty-five Thousand dollars (\$385,000.00) for Phase 1 Preliminary Design Services performed through November 3, 2014. This value includes a contingency of \$35,000 that may be expended throughout the Phase 1 Study for direct expense of optional items as authorized in writing by the Owner. 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 Architect, the Fee shall be equitably adjusted.

#### **5.2 Progress Payments**

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Architect based on the amount of work completed during the month and direct expense of option items as established in Section 5.1 and approved by the City.

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



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

The Architect shall complete services on or before November 1, 2014 based on an award date of February 17, 2014. The completion date is based on an anticipated potential General Election for approving the project on November 4, 2014.

## **Section 7—Insurance Requirements**

### **7.1 Insurance Required**

The Architect 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 Architect 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 Architect, its consultants or subcontractors interests, and assumes no liability therefore. The Architect will hold the City harmless from any liability, including additional premium due, because of the Architect'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 Architect 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 Architect 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 Architect and/or its employees/agents arising out of the professional services described in the Agreement.

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

The parties agree that the Architect 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 Architect shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Architect 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 Architect 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 Architect from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Architect'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 Architect, 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:**

**ARC International, Inc:**

\_\_\_\_\_  
MAYOR

By \_\_\_\_\_

Its \_\_\_\_\_

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

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

ATTEST:

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

(seal)



Reviewed by:

  
Rodney Johnson, Project Manager

DATE: 2-6-14

**CITY'S DESIGNATED PROJECT REPRESENTATIVE**

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

**ARCHITECTURAL FIRM'S DESIGNATED PROJECT REPRESENTATIVE**

NAME Donovan Broberg  
PHONE 605-341-2066  
EMAIL donovan-broberg@arcetek.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**



Attorney

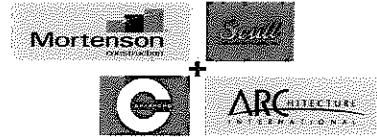
2-6-14

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

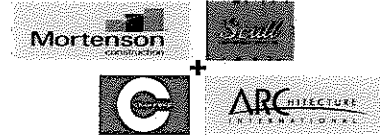
### B. Scope of Work as defined in the RFP for Phase 1

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 CMAA to ensure that the project is being developed for best value. It is understood that the CMAA 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 lounge 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. MEPP
    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. CMAA
  - 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 CMAA.
  - 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
Project Kickoff	Public Approvals & Procurement	R	A	A
	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
Program Verification	Develop criteria to evaluate concept design		R	A
	Evaluate Event Day Requirements	A	R	
	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	
Preliminary Concept Design	Establish concept options for the arena in plan and section		R	A
	Based on approved plan in section, develop alternatives for siting the building expansion		R	A
	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
Concept Design	Develop alternative concepts for future development. Develop concepts at a master plan level		R	
	Comparable Facility Tours	A	R	A
	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	
Public Communication	Prepare documents/models for preliminary pricing		R	A
	Prepare documents/models for public presentations		R	
	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
	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
CMAR	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



Phase	Activity	Start	End	Regularly Scheduled Meetings			
				CM Design	BCC Board	Public Works	Construction/Design Team
Phase 1 Work Plan	Submit Contract - 1/20/14	1/13/2014	1/20/2014				
	Design	1/27/2014	2/3/2014				
		2/10/2014	2/17/2014				
		2/24/2014	3/2/2014				
		3/10/2014	3/17/2014				
		3/24/2014	3/31/2014				
		4/7/2014	4/14/2014				
		4/21/2014	4/28/2014				
		5/5/2014	5/12/2014				
		5/19/2014	5/26/2014				
		6/2/2014	6/9/2014				
		6/16/2014	6/23/2014				
		6/30/2014	7/7/2014				
	Phase 2 Work Plan	7/14/2014	7/21/2014				
		7/28/2014	8/4/2014				
		8/11/2014	8/18/2014				
		8/25/2014	9/1/2014				
		9/8/2014	9/15/2014				
		9/22/2014	9/29/2014				
		10/6/2014	10/13/2014				
		10/20/2014	10/27/2014				
		11/3/2014					

APCC Arena Expansion Phase 1 Work Plan