

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

Date:

Project Name & Number: Meadowbrook Golf Course Maintenance Building  
Project No. PR10-1902

Project Description: 3600 sf office and shop addition to replace existing building  
3000 sf cold storage to replace existing storage

CIP #: 50841

Consultant: baffuto architecttura

Original Contract Amount: \$69,100	Original Contract Date: September 8, 2010	Original Completion Date: December 31, 2011
------------------------------------	---	---

Addendum No:

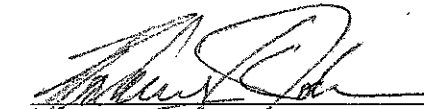
Amendment Description:

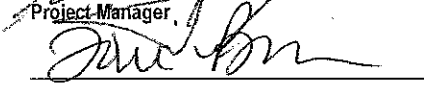
Current Contract Amount: _____	Current Completion Date: _____
Change Requested: _____	
New Contract Amount: _____ \$0.00	New Completion Date: _____


**Funding Source This Request:**

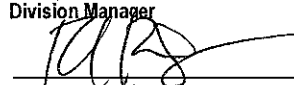
Amount	Dept	Line Item	Fund	Comments
\$69,100.00	505	8915	4223	CIP Govt Bldgs
\$69,100.00	<b>Total</b>			

**Agreement Review & Approvals**

 \_\_\_\_\_ 8-25-10  
Project Manager Date

 \_\_\_\_\_ 8-25-10  
Compliance Specialist Date

 \_\_\_\_\_ 8-25-10  
Division Manager Date

 \_\_\_\_\_ 8-25-10  
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	
Appropriation		Y	N
Cash Flow		Y	N

**Agreement Between City of Rapid City and Baffuto Architecttura  
for Professional Services for Meadowbrook Golf Course Maintenance Building  
Project No. PR10-1902 / CIP No. 50841**

AGREEMENT made September 8, 2010, between the City of Rapid City, SD (City) and Baffuto Architecttura, (Architect), located at 1025 Duffer Drive, Rapid City, SD 57702. City intends to obtain services for Meadowbrook Golf Course Maintenance Building Project No. PR10-1902 / CIP No. 50841. The scope of services is as described in Exhibit A.

The City and the Architect agree as follows:

The Architect shall provide professional engineering services for the City in all phases of the Project as defined in Exhibit A, 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 Architect**

**1.1 General**

- 1.1.1 The Architect shall perform professional services described in this agreement, which include customary engineering 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.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Architect licensed to practice in South Dakota.
- 1.1.3 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 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. (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 Architect.

## Section 3—Notice to Proceed

The City will issue a written notification to the Architect to proceed with the work. The Architect shall not start work prior to receipt of the written notice. The Architect 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 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 Architect shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct 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 Architect 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 Architect, 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 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.
- 4.1.9 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. Architect 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 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 by agreement or otherwise. In such case, the Architect shall be liable to the City for any additional cost occasioned thereby.



- 4.1.12 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.
- 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 Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect'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 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. 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 Architect 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 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.
- 4.1.17 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 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.
- 4.1.18 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.

- 4.1.19 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.
- 4.1.20 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.
- 4.1.21 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 Schedule of Pay Rates

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



## 5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$69,100.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Architect 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.

## 5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Architect based on work completed during the month at the rates 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 December 31, 2011.

## 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, in the amount of \$1,000,000 each occurrence and \$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 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:

Architect:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BAFFUTO ARCHITECTURRA

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

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

ATTEST:

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

Reviewed By:

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

DATE: 8-25-10

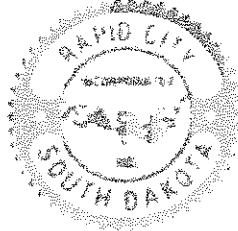




**baffuto architectura**  
art + technology equals architecture

August 24, 2010

Rodney K. Johnson, P.E.  
Operations Management Engineer  
Public Works Department  
300 Sixth Street  
Rapid City, South Dakota 57701-2724



Re: Contract Fee Proposal – Parks & Recreation Meadowbrook Maintenance Buildings (REV)

**Mr. Johnson:**

Thank you for the opportunity to present this Contract Fee Proposal and ultimately the Contract for **Rapid City Parks & Recreation Meadowbrook Maintenance Building**. Enclosed is the information you requested regarding the fee breakdowns for each Consultant and the other Contract items.

**Architectural**

Contract will be written using Rapid City's Professional Services Agreement (Form 109, dated 12/9/09). AIA Documents will be used otherwise, throughout the Project.

*Basic Services*

1. Architectural. See Project Directory of Tasks/Services. Items that are *color-coded* in Phases 3-8 are inclusive to the Basic Services. Does not include LEED.
2. Civil Engineering. See enclosed proposal.
3. Structural Engineering. See enclosed proposal.
4. Mechanical & Electrical Engineering. See enclosed proposal.

*Additional to Basic Services*

5. Architectural/Civil Engineering. See Project Directory of Tasks/Services. Items that are *color-coded* in **Phase 2** are part of the Additions to Basic Services.

*Additional Services – Hourly (Services shall be provided only if authorized in writing by the City of Rapid City.)*

6. Architectural. See Project Directory of Tasks/Services. Other items in Phases 1-9 *not color-coded* are Additional Services not listed (colored) in items 7, 8 & 9.
7. Electrical Engineering: Lightning, Security and Data Systems.
8. Design of Owner (City of Rapid City) or **Rapid City Parks & Recreation Department** initiated changes to the project during construction or significant changes in scope.
9. Work related to Contractor generated errors that are not part of the Project Documents.
10. Any Service not part of the Basic Services listed.

**Project Specific**

Project Description

The new project will consist of two Shop Buildings. One building of approximately 3,000 square feet of open Cold Vehicle Storage. The second building (*addition*) of approximately 3,600 square feet will house Office and Main Shop functions *connected* to an existing shop building located at the Meadowbrook Maintenance Yard in Rapid City, South Dakota.

Construction of the Cold Storage Shop will be of post frame type. The second Main Shop Building will likely be of standard wood construction.

Schedule

09/01/10	Proposed Start of Preliminary Design
09/26/10	Proposed Start of Final Design
11/15/10	Proposed Completion of Final Design
04/01/11	Proposed Bid Opening
04/08/11	Proposed Start of Construction
11/30/11	Proposed Construction Completion

\* Dates are subject to City approvals before proceeding to each line item.\*

**Project Estimated Budget Breakdown**

**Project Total Budget           \$900,000**

Breakdown:

Site Development & Building	647,751 estimated
GC OH&P/Excise Tax	131,012 estimated
Sub-total	778,763
Contingency	40,987 estimated at 5%
<b>Sub-Total</b>	<b>\$819,750</b>

Soil Testing (RCPW)	1,250 (American Technical Services fee quote, Add to A&E)
Bid Printing (RCPW)	3,500 estimated
Construction Testing (RCPW)	5,500 estimated
A&E Fees	69,100
<b>Project Total</b>	<b>\$899,100</b>

A&E Fee Phase by Phase Breakdown:

Phase	%	Architectural (only)	Total Project
Schematic Design (Preliminary Design)	(15%)	6,318.75	13,212.50
Design Development (Preliminary Design)	(20%)	8,425.00	13,150.00
Construction Documents (Final Design)	(40%)	16,850.00	26,300.00
Bidding	(5%)	2,106.25	3,287.50
Construction Administration	(20%)	8,425.00	13,150.00
<b>Total</b>	<b>(100%)</b>	<b>\$42,125.00</b>	<b>\$69,100.00*</b>

**Compensation: Basic Services (Phases 2, 3-8)**

Geotechnical Engineering (Soils Reporting)	\$1,250.00	
Civil Engineering	\$9,025.00	
Civil Engineering Allowance*		\$2,100.00
Architectural	42,125.00	
Structural Engineering	\$5,100.00	
Mechanical & Electrical Engineering	\$9,500.00	
	<b>\$67,000.00</b>	<b>\$69,100.00</b>

**A Total Lump Sum Fee for the Basic Services of \$69,100 including reimbursable cost listed below, however, other than the Bidding Document Printing, Soils and Construction Testing.**

**Hourly Rates: baffuto architecttura and consultant hourly rate for work requested and approved by the City other than the Basic Services.**

Architecture

Principal Architect:	\$125.00/hour
CAD Production:	\$60.00/hour
Support Staff:	\$45.00/hour

Civil Engineering

Civil Engineering Principal:	\$115.00/hour
Register Land Surveyor:	\$115.00/hour
Principal Professional Engineer:	\$105.00/hour
Graduate Engineer I:	\$75.00/hour
Graduate Engineer IV:	\$70.00/hour
Survey Crew (2 man)	\$95.00/hour
Clerical Staff:	\$60.00/hour

Structural Engineering

Structural Engineering Principal:	\$95.00/hour
Structural Engineering I:	\$95.00/hour
Structural Engineering II:	\$54.00/hour
CAD Production (Tech II):	\$50.00/hour

Mechanical & Electrical Engineering

Mechanical / Electrical Engineering Principal:	\$110.00/hour
Mechanical / Electrical Engineering Project Managers	\$100.00/hour
Engineering III:	\$95.00/hour
Engineering II:	\$85.00/hour
Engineering I:	\$75.00/hour
Designer III	\$85.00/hour
Designer II	\$70.00/hour
Designer I	\$65.00/hour
CAD Production Tech II:	\$60.00/hour
CAD Production Tech I:	\$50.00/hour
Support Staff:	\$45.00/hour
Intern Staff:	\$40.00/hour

**Reimbursable Costs: All items below costs are included within the Lump Sum Fee.**

- Blueline printing for Preliminary plan submittals and presentations.
- Copying for Preliminary specifications, reports and presentations.

**Note: An additional allowance of \$2,100 Civil Engineering fee for extending the site topographic survey into the golf course is offered. This would be added only if deemed necessary at the time of design and agreed to by the City representative.**

**Printing of bluelines and specifications for Bidding will be an estimated lump sum allowance of \$3,500 outside this fee proposal. Distribution by City of Rapid City via Public Works Department.**

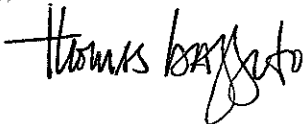
**Geotechnical Field Testing & Reports during construction will be an estimated lump sum allowance of \$5,500 outside this fee proposal.**

Thank you for your consideration of this proposal. Please call me if any part of the proposal needs to be discussed.

I look forward to working with you again.

Sincerely,

*baffuto architettura*



**Thomas Baffuto, AIA/NCARB/LEED AP**

Enclosed: Directory of Tasks/Services, Lance Engineering, Malone Engineering, ATS, Inc. and Brosz Engineering Proposals.



**baffuto architettura**

Location: 623 West Boulevard Rapid City, South Dakota 57701  
 In Rapid City's West Boulevard Historic District  
 Location Phone & Fax: 1.605.341.7501

Mailing/Billing Office Location 1025 Duffer Drive Rapid City, South Dakota 57702  
 Phone: 1.605.341.2845 / Fax: 1.605.341.7501 e-mail: bbaffuto@aol.com

*Joshua 24:15 ... as for me and my house we will serve the Lord*

**Project Directory of Task / Services**  
**Scope of Architectural and Engineering Services**

Rapid City Parks & Recreation Department - Meadowbrook Maintenance Shop

PHASE 1: PREDESIGN SERVICES	PHASE 2: SITE ANALYSIS SERVICES	PHASE 3: SCHEMATIC DESIGN SERVICES	PHASE 4: DESIGN DEVELOPMENT SERVICES	PHASE 5: CONSTRUCTION DOCUMENT SERVICES	PHASE 6: BIDDING OR NEGOTIATIONS SERVICES	PHASE 7: CONSTRUCTION CONTRACT ADMIN. SERVICES	PHASE 8: POST-CONSTRUCTION SERVICES	PHASE 9: SUPPLEMENTAL SERVICES
Project Administration	Project Administration Disciplines Coordination / Documentation Checking	Project Administration Disciplines Coordination / Documentation Checking	Project Administration Disciplines Coordination / Documentation Checking	Project Administration Disciplines Coordination / Documentation Checking	Project Administration Disciplines Coordination / Documentation Checking	Project Administration Disciplines Coordination / Documentation Checking	Project Administration Disciplines Coordination / Documentation Checking	Renderings
Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	
Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Life Cycle Cost Analysis
Programming	Site Analysis and Selection	Architectural Design / Doc.	Architectural Design / Doc.	Architectural Design / Doc.	Bidding Materials	Office Construction/Adm.		
Space Schematics	Geotechnical Soils Reporting	Structural Design / Documentation	Structural Design / Documentation	Structural Design / Documentation	Addenda	Construction Field Observation	Start-up Assistance	
Flow Diagrams	Detailed Site Utilization Studies	Mechanical Design / Documentation	Mechanical Design / Documentation	Mechanical Design / Documentation	Bidding / Negotiations		Record Drawings	
		Electrical Design / Documentation	Electrical Design / Documentation	Electrical Design / Documentation	Analysis of Alternates / Subst.	Inspection Coordination	Warranty Review	Energy Studies
		Civil Design / Documentation	Civil Design / Documentation	Civil Design / Documentation	Special Bidding Services	Supplemental Documents	Post Construction Evaluation	
		Landscaping Design / Documentation	Landscaping Design / Documentation	Landscaping Design / Documentation	Bid Evaluations	Quotation Requests / Change Orders		
	Zoning Processing Assistance	Interior Design / Documentation	Interior Design / Documentation	Interior Design / Documentation	Construction Contract Agreements	Project Schedule Monitoring		
		Materials Research / Specifications	Materials Research / Specifications	Materials Research / Specifications		Construction Cost Accounting		Fine Arts and Crafts Services
		Project Development Scheduling	Project Development Scheduling	Special Bidding Development / Sch.		Project Closeout		Special Furnishings Design
Project Budgeting	Project Budgeting	Statement of Probable Construction Costs	Statement of Probable Construction Costs	Statement of Probable Construction Costs				
Presentations	Presentations	Presentations	Presentations	Presentations				Computer Application

Scope of Services

# MALONE ENGINEERING

MECHANICAL ELECTRICAL

August 18, 2010

Baffuto Architecturra  
1025 Duffer Drive  
Rapid City, SD 57702

Attention: Tom Baffuto, AIA

Subject: Meadowbrook Maintenance Shop

Dear Tom:

Thanks for your interest in Malone Engineering Inc. to provide you with Mechanical and Electrical Engineering services for the above referenced project. I propose to provide Mechanical and Electrical Engineering services for the new Meadowbrook Maintenance Shop located in Rapid City. The project will consist of a new 3,600sf shop building and a separate 3,000sf cold vehicle storage shop building as shown on your preliminary drawings, and consisting of the following scope of work:

**PLUMBING SYSTEMS:**

Provide a complete water and sewer design from 5' outside the building to the distribution within the building for the shop building A. There will not be any plumbing for the shop building B.

**HVAC SYSTEMS:**

Provide a complete HVAC design. Shop building B will be heated and cooled and shop building B will be cold storage only. A CO ventilation system will be required to be added to shop building B..

**LIGHTING SYSTEMS:**

Provide complete lighting design. General lighting will be provided for both new shop buildings to meet the owners requirements.

**POWER AND SPECIAL SYSTEMS:**

Provide a complete power and data layout. General outlets will be provided throughout. Data and telephone conduit system will be provided for the owner provided phone and data system.

**FEE:**

We will provide the mechanical and electrical engineering services described above for a lump sum fee of \$9,500.

**ACCEPTANCE:**

If this proposal is acceptable to you, please authorize us to proceed by signing both original documents and returning one to our office. We will proceed with our work upon receipt of your signed proposal.

Sincerely,  
Malone Engineering, Inc.

Steven R. Malone, P.E.

ACCEPTED FOR:  
Malone Engineering, Inc.

BY \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTED FOR:  
Baffuto Architecttura

BY \_\_\_\_\_

DATE \_\_\_\_\_





**AMERICAN  
TECHNICAL  
SERVICES, INC.**

8105 Black Hawk Rd • PO Box 558 • Black Hawk, SD 57718-0558 • Phone (605) 787-9303 • FAX (605) 787-9515  
140 Pine Needle Drive • Spearfish, SD 57783 • Phone (605) 642-2742 • Mobile 390-3768

**baffuto architectura**  
1025 Duffer Drive  
Rapid City, South Dakota 57702

**August 12, 2010**

**Attn: Thomas Baffuto, AIA**

**Subj: Proposal for Subsurface Exploration**  
**New Meadowbrook Maintenance Buildings**  
City of Rapid City Parks and Recreation Department  
Rapid City, South Dakota

**ATS No. 10-1253**

#### **INTRODUCTION**

We are pleased to submit this proposal for geotechnical engineering services for your project. This proposal describes our understanding of the proposed construction and the purposes of our geotechnical services. The proposal further describes the services we would perform and presents a schedule and fee estimate.

#### **PROJECT INFORMATION**

Project information supplied by Tom Baffuto indicates the City of Rapid City Parks and Recreation Department intends to construct two (2) new Maintenance Buildings at Meadowbrook Golf Course in Rapid City, South Dakota. We understand the Maintenance Buildings will be added to each end of an existing building on the site. We assume the new structures will have concrete slabs on grade and will be supported by spread footings. We understand concrete and asphalt parking and access areas will be constructed to serve the facilities.

We propose to provide a subsurface investigation and geotechnical analysis for foundation and slab design for the new structures. We will also provide critical earthwork and drainage guidelines and provide pavement section recommendations. We are to also conduct a percolation test for on-site septic system design.

#### **PROPOSED SCOPE OF WORK**

Based on our experience in the area, we propose to drill four (4) explorations to a depth of 15 feet below existing grades (unless auger refusal occurs) at the site of the new buildings.

**baffuto architettura**  
**Proposal for Subsurface Exploration**  
**New Meadowbrook Maintenance Buildings**

**August 12, 2010**  
**ATS NO. 10-1253**  
**Rapid City, SD**

During the exploration program, we will obtain samples for laboratory testing, as applicable. We will use the information obtained from the field exploration and testing program to evaluate the subsurface conditions at this site. A report by a registered professional engineer will be prepared based on this information and geotechnical analyses. The report will include the following:

- o Our understanding of the proposed project.
- o A description of work performed.
- o A general discussion of existing site conditions.
- o Subsurface conditions encountered in the explorations.
- o Encountered groundwater conditions and possible ramifications.
- o Any anticipated construction problems on the proposed site.
- o Earthwork and site preparation recommendations.
- o Structure and site drainage recommendations.
- o Recommendations for support of foundations and floor slabs.
- o Recommended pavement sections.
- o ASTM soil test results and logs of the explorations.
- o Site plan showing location of explorations.

#### **SCHEDULE AND FEE ESTIMATE**

We will provide four (4) copies of our written report within five (5) working days after our field work is complete. At this time, we can perform the field work within two (2) weeks of notice to proceed.

The indicated geotechnical services will be performed for a fee of **\$1250.00, plus applicable taxes.**

Permission for access to the site will be gained from the owner before our arrival. Snow must be removed from the structure site and percolation test site(s) prior to our arrival.

ATS will determine underground utility locations prior to our arrival.

**AUTHORIZATION**

We appreciate the opportunity to submit this proposal. Please sign a copy of this proposal and forward one copy to us for our records. We understand that acceptance of our proposal is permission by the owner for our entry onto the site.

We look forward to working as your geotechnical consultant on this and future projects. If you have any questions about this proposal, please call us.

Sincerely,  
American Technical Services, Inc.



Dave G. Bressler, P.E.  
Director of Engineering

Justin Foster, E.T.  
Project Manager

cc: File

The foregoing proposal narrative and all attachments have been read and are hereby accepted.

\_\_\_\_\_  
(COMPANY/ORGANIZATION)

\_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



605.642.3680 t  
605.642.3702 f  
722 Main  
Suite #1  
Spearfish, SD 57783  
www.lance-eng.com

August 16, 2010

PRECISION DESIGN

Thomas Baffuto, AIA  
Baffuto Architectura  
1025 Duffer Drive  
Rapid City, SD 57702

Dear Mr. Baffuto,

A fee proposal was prepared to perform Structural Consulting Design services for the design and construction of the Rapid City Parks and Recreation New Maintenance Shop at Meadowbrook Golf Course in Rapid City, South Dakota.

The scope of the proposal includes structural design services related to producing plans, documents, and construction administration services for the project identified above. The specific issues involve designing a new pole building shop approximately 3,000sf and an office structure approximately 3,600sf. Baffuto Architectura will provide base files for developing the plans and border sheets for use in the project. Construction Administration services are included with this proposal.

The structural design contract sum is proposed to be a lump sum of \$5,100.00 for design services, and two site trips during construction, with each trip costing \$500.00, for a total compensation of \$6,100.00. A breakdown of the tasks and time associated with the items identified is included with this proposal.

Services to be compensated:	Compensation Basis		Staff:	Billing Rate
Schematic Design Phase	10%	\$ 510.00		
Design Development Phase:	10%	\$ 510.00		
Construction Documents Phase:	60%	\$ 3,060.00		
Bidding Phase:	5%	\$ 255.00	Senior Engineer	\$ 95.00 /hr
Construction Administration Phase:	15%	\$ 765.00	Junior Engineer	\$ 53.50 /hr
Total Basic Compensation Services:	100%	\$ 5,100.00	Cadd	\$ 50.00 /hr

Monthly billing information will include hours spent per month billed at the above indicated rates for services provided, or as a percentage of completion. Any field trips performed will be billed at the above indicated hourly rates, and all direct expenses, including traveling, printing, and postage will be billed with a multiplier of 1.1. Invoices not paid after 30days will be charged 1.5% monthly interest. Maximum driving expenses associated with vehicle use is limited to the standard government rate. Any applicable taxes are not included in the contract, and will be billed in addition to the above rates.

Contract is for the benefit of this client only, no others have any claims. If any provision is found to be unenforceable, that provision will be struck from the contract and the remainder of the agreement will continue to be binding. Maximum liability is limited to insured amount, which is \$1,000,000.00. Contract termination can occur with written notice, valid when signed by all contracted parties involved.

Contract disputes must be resolved in good faith with Baffuto Architectura, keeping Lance Engineering with minimal liability extension. The client is solely responsible for all construction activities and the cost associated therewith, with no cost liability extending to technical support staff named above. All documents produced by Lance Engineering under this Agreement shall remain the property of Lance Engineering and may not be used by the Client for any other endeavor without the written consent of Lance Engineering.

I look forward to working with you on this project, and I am very happy to perform work with Baffuto Architectura. Thank you for allowing me to provide this service. If this proposal needs to be modified, please let me know, as I would like to work with Baffuto Architectura very much. Please sign and return this contract.

Lance Engineering, LLC:  
Signed *James Redinger*  
Print JAMES REDINGER  
Date 8/16/10

Baffuto Architectura.:  
Signed \_\_\_\_\_  
Print \_\_\_\_\_  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_