



# RAPID CITY FIRE DEPARTMENT

*Prepare, Prevent, Protect*



To: Public Works Committee  
From: Mike Maltaverne, Fire Chief  
Subject: Contract with Fennel Design  
Date: June 1, 2012

The Fire Department is in the planning phases for a new fire station and headquarters building at 108 E. Main Street. This new facility will replace the existing facility at 10 Main Street and is expected to be constructed in the next 5 years.

On April 16, 2012, City Council approved an exception for the consultant selection process for the design work for the new facility.

On April 20, CIP Committee approved the re-allocation of funds in CIP to fund the design work for the new facility.

With the consultant being chosen and funding identified, the Fire Department would like to now enter into a contract for consultant services with Fennel Design.

The contract will also be attached to the agenda accompanying this memo.


**AIA<sup>®</sup> Document B203<sup>™</sup> – 2007**
**Standard Form of Architect's Services: Site Evaluation and Planning**

for the following **PROJECT**:

Rapid City Fire Department - FS #1 & Strategic Plan

**THE OWNER:**

Rapid City SD Fire Department  
10 Main St.  
Rapid City, SD  
57701

**THE ARCHITECT:**

*(Name, legal status and address)*

Fennell Design Inc.  
201 Main St. STE 201  
Rapid City, SD  
57701

**THE AGREEMENT**

This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the fifteenth day of March in the year 2012.

*(In words, indicate day, month and year.)*

**TABLE OF ARTICLES**

- |   |  |
|---|--|
| 1 | <b>INITIAL INFORMATION</b>                   |
| 2 | <b>SITE EVALUATION AND PLANNING SERVICES</b> |
| 3 | <b>ADDITIONAL SERVICES</b>                   |
| 4 | <b>OWNER'S RESPONSIBILITIES</b>              |
| 5 | <b>COMPENSATION</b>                          |
| 6 | <b>SPECIAL TERMS AND CONDITIONS</b>          |

**ARTICLE 1 INITIAL INFORMATION**

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802<sup>™</sup>-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

**ARTICLE 2 SITE EVALUATION AND PLANNING SERVICES**

§ 2.1 The Architect shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect’s consultants with those services provided by the Owner and the Owner’s consultants.

§ 2.2 The Architect shall prepare, and periodically update, a schedule of Site Evaluation and Planning Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Site Evaluation and Planning Services schedule with the Owner’s Project schedule.

§ 2.3 The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Site Evaluation and Planning Services.

§ 2.4 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project. These documents may include plats, replats, property subdivisions, waivers and variances, for zoning and other development guidelines.

§ 2.5 The Architect shall provide only the services specifically designated below as the Architect’s responsibility. The Architect shall perform the designated services in accordance with a service description located in Section 2.6 or in an exhibit attached to this services document.

*(Designate the services the Architect shall provide in the second column of the table below. The third column indicates the service description is located in an exhibit attached to this services document.)*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 2.6 below or an exhibit attached to this document and identified below)
§ 2.5.1 Program Analysis	Architect	Letter 3/14/2012
§ 2.5.2 Site Analysis	Architect	Letter 3/14/2012
§ 2.5.3 Site Context	Not Provided	
§ 2.5.4 Cultural Factor Analysis	Not Provided	
§ 2.5.5 Historic Resource Inventory	Not Provided	
§ 2.5.6 Site Development Planning	Not Provided	
§ 2.5.7 Detailed Site Utilization Studies	Not Provided	
§ 2.5.8 Utility Studies	Not Provided	
§ 2.5.9 Environmental Studies	Not Provided	
§ 2.5.10 Design Guidelines	Architect	Letter 3/14/2012
§ 2.5.11 Parking and Circulation Analysis	Architect	Letter 3/14/2012
§ 2.5.12 Economic Analysis	Not Provided	
§ 2.5.13 <b>Budget Level</b> Estimate of the Cost of the Work	Architect	Letter 3/14/2012
§ 2.5.14 Planning and Zoning Analysis	Not Provided	
§ 2.5.15 Meetings and Presentations	Architect	Letter 3/14/2012
2.5.16 Facilities Strategic Plan	Architect	Letter 3/14/2012

*(Paragraphs deleted)*

**§ 2.7 EXPANDED DESCRIPTION OF SERVICES**

*(In the space below, provide expanded or modified descriptions of the Site Evaluation and Planning Services listed above, add other services as space permits, or refer to an exhibit attached to this document.)*

Fennell Design Inc. will continue through the Schematic Design, Design Development, Construction Documents and Construction Administration Phases for the eventual building project with a scope of services and a fee structure to be negotiated and determined from the preliminary design resulting from the work of this project.

**ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 The Architect shall provide Site Evaluation and Planning Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

*(Paragraph deleted)*

- .2 six ( 6) presentations of any portion of the Services as requested by the Owner
- .3 ten ( 10) meetings with any boards, committees or other required groups

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

§ 4.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 4.2 The Owner shall provide the Architect with any available previous studies, data, reports, or documents which have a direct bearing on the requirements of the Project and that may be reasonably needed for the Project.

§ 4.3 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The Owner shall conduct tours and explain the property's original, current and anticipated future use.

§ 4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.5 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

**ARTICLE 5 COMPENSATION**

§ 5.1 For the Architect's Site Evaluation and Planning Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Rapid City Fire Department Facilities Strategic Plan:	\$ 48,945
Fire Station #1A : _____	
Site Inventory of former DSG site.	\$ 17,580
Programming	\$ 5,075
Preliminary Design of Fire Station #1	\$ 58,040
<b>Total Service Fee</b>	<b>\$129,320</b>

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Section 3.1, the Owner shall compensate the Architect as follows:

Per Hourly Rate Sheet (Exhibit A) Attached

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

5.4 Neither the Architect or the Architect's Consultants shall not be compensated for additional services (5.2 and/or 5.3 above) unless the Owner has authorized such services in writing.

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect's Services: Site Evaluation and Planning, if any, are as follows:

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

The following items are included as part of and definition for the contract:

- Proposal Letter Dated 3/14/2012
- Exhibit A – Hourly Rate Sheet

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Gene A. Fennell, Architect



March 14, 2012

Chief Mike Maltaverne,

Please find accompanying this letter our proposal for the Rapid City Fire Department Facilities Strategic Plan and Preliminary Design per our meetings, emails and phone conversations.

We have based our proposal on the original RFQ (2008) and our subsequent conversations, meetings, tour and the most recent Scope Meeting of 3/9/12. Per our most recent meeting outlined the following directions:

- Rapid City Fire Department Facilities Strategic Plan (Reference Manitou Scope Proposal)
  - Strategic Plan for Station & personnel placement (Manitou as main Consultant)
  - Facilities Standards for Station Missions (per location)
  - Facilities Standards (Materials & Systems)
- Fire Station #1A
  - Site Inventory of former DSG site.
    - Topographical & location Survey
    - Existing Building(s) Analysis & Recommendations
  - Space Programming of Site & Building needs
    - Mission
    - Functions to be served
    - Space Needs
  - Preliminary Design of Fire Station #1
    - Site Concepts (Up to 2)
    - Building Concepts (Up to 3)
    - Systems Narratives (Mechanical, Electrical & Structural)
    - Opinion of Probable Cost
      - "Today"
      - Projected to Budget Year 2015 for Bids
    - Report and Slide Show for placement on website.

Our Proposal is structured as follows:

Rapid City Fire Department Facilities Strategic Plan:	\$ 48,945
Fire Station #1A :	
Site Inventory of former DSG site.	\$ 17,580 <sup>1</sup>
Programming	\$ 5,075
Preliminary Design of Fire Station #1	\$ 58,040
<b>Total Service Fee</b>	<b>\$129,320</b>
Reimbursable Expenses are <u>estimated</u> to be	\$ 11,770 <sup>2</sup>

Please feel free to contact me for any questions you may have about this proposal.

Sincerely,

Fennell Design Inc.



Gene A. Fennell

Attachments:  
AIA B203-2007

<sup>1</sup> Includes Topographical & Location Survey and Existing Facility Visual Analysis (for viability of re-purposing) of Structure & Systems

<sup>2</sup> Based on today's available flight information and other recent costs of printed & media materials.

**FENNELL DESIGN INC. - HOURLY RATE SCHEDULE**

Principal.....	\$115.00
Project Manager/ Architect .....	\$105.00
Design Architect .....	\$95.00
Interior Designer .....	\$90.00
Illustrator/Computer Graphics .....	\$80.00
CADD Technician .....	\$60.00
Administrative.....	\$45.00
Consultants .....	Hourly Rate + 10%
Illustration .....	Negotiated (\$2,000 - \$3,500 estimated)
Add for Sales Tax when applicable .....	6.00%+/- (Per location)

**Reimbursable Expenses:**

11" x 17" Drawings .....	\$0.50 / sheet
11" x 17" Drawings (Color).....	\$1.00 / sheet
24" x 36" Drawings .....	\$2.00 / sheet
24" x 36" Drawings (Color).....	\$15.00 / sheet
8 ½" x 11" Copies .....	\$0.10 / page
8 ½" x 11" Copies (Color).....	\$0.25 / page
Mileage.....	FIT Rate / mile

All other reimbursable expenses are charged at invoice rate.