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September 23, 2011

Mr. Jerry Cole,

Please find accompanying this letter our revised proposal for the Horace Mann/Roosevelt Park Feasibility Study and Preliminary Design per our email and phone conversations.

We have based our proposal on the RFQ and our Scope Meeting of 6/6/11 and subsequent communications of 8/25, 8/25, 9/12 and 9/22, 2011. In the 6/6/11 meeting and per your discussion(s) with the Mayor we outlined the following directions:

- Pool configurations may be as follows:
  - Leisure Pool @ Horace Mann
  - 50 Meter Competitive Pool @ Roosevelt Park
  - Leisure Pool & 50 Meter Competitive Pool @ Horace Mann
    - Preliminary Design Concept #1 - The two "waters" are to be separate
    - Preliminary Design Concept #2 - The two "waters" are to be combined
    - The two preliminary design concepts will be shown as variations to a single site-plan concept.
- Performa projections shall assume the Phase I Field House in Place @ Roosevelt Park
- A site survey proposal for Horace Mann Park will be provided.
- Phase I of the Field House is projected to be constructed in 2013/14; the 50 Meter pool in 2014 and the Leisure pool in 2015
- 2012 Fund budgets for the pools are for the pools only
- A Steering Committee of Mayor & Council Members may be the first filter of preliminary design concepts

Our Proposal is structured as follows:

Inventory and Fact-finding:	\$ 17,640
Stake-holders Input & Programming	\$ 25,780
Conceptual Design, Costing & Reviews	\$ 51,410
Projections, Report and Presentations	\$ 44,490
<u>Horace Mann Site Location &amp; Topographical Survey</u>	<u>\$ 9,060</u>
Total Service Fee	<u>\$148,380</u>

Reimbursable Expenses are not to exceed \$ 1,620

201 Main St.; Ste. 201 | Rapid City, SD 57701 | Ph. (605) 716-0520 Fax (605)716-0521  
237 N. 6th St. | Custer, SD 57730 | (605) 673-6336  
1-800-556-8791 | www.fennelldesigninc.com

Please see Exhibit "A" and Exhibit "B" attached for further description of the anticipated Process and Scope.  
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

Exhibit "A" – General Scope

Exhibit "B" – Phasing

Exhibit "C" – Hourly Rate Sheet



# AIA® Document B203™ – 2007

## Standard Form of Architect's Services: Site Evaluation and Planning

for the following PROJECT:

*(Paragraph deleted)*

Rapid City Pools Feasibility Study and Preliminary Design (Horace Mann & Roosevelt Park) Rapid City Project #PR11-6024

### THE OWNER:

City of Rapid City  
300 Sixth St.  
Rapid City, SD  
57701

### THE ARCHITECT:

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 twenty-third day of September in the year 2011.

### TABLE OF ARTICLES

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

### 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.

*(Paragraphs deleted)*

### 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.

### 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™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

§ 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.

§ 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.

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	Exhibit A
§ 2.5.2 Site Analysis and Selection	Architect	Exhibit A
§ 2.5.3 Site Context		
§ 2.5.4 Cultural Factor Analysis		
§ 2.5.5 Historic Resource Inventory		
§ 2.5.6 Site Development Planning		
§ 2.5.7 Detailed Site Utilization Studies		
§ 2.5.8 Utility Studies		
§ 2.5.9 Environmental Studies		
§ 2.5.10 Design Guidelines		
§ 2.5.11 Parking and Circulation Analysis		
§ 2.5.12 Economic Analysis	Architect	Exhibit A
§ 2.5.13 Estimate of the Cost of the Work	Architect	Exhibit A
§ 2.5.14 Planning and Zoning Analysis		
§ 2.5.15 Meetings and Presentations	Architect	Exhibit A

§ 2.6 DESCRIPTIONS OF SERVICES: A brief description of each Site Evaluation and Planning Service is provided below.

*(Paragraph deleted)*

§ 2.6.1 **Program Analysis:** Analyze the Owner's building program with respect to the area required for building; area required for parking, circulation, open space, and other program elements; and any special constraints or requirements such as security, easements, and preserving habitat and wetlands. (See Exhibit A)

§ 2.6.2 **Site Analysis and Selection:** Analyze a site or sites designated by the Owner. Analysis may consist of ownership, on-site observations, circulation systems and parking studies, topography analysis, and analysis of deed, zoning and other legal restrictions. Evaluate the site studies to assist the Owner in selecting the site for the Owner's project. (See Exhibit A)

§ 2.6.3 **Site Context:** Describe physical characteristics and context of immediately surrounding area and a general land use pattern, with a brief description of proximate development, such as agricultural, single family, detached

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User Notes:

(1397897315)

residential, single-family attached residential, multi-family residential, retail, commercial, office, light industrial, heavy industrial, public and semi-public use, park and open space vacant, or other appropriate land uses. § 2.6.4 **Cultural Factor Analysis:** Research the history of the site that may include historic land uses, existing structures on and adjacent to the site, archaeological significance, other cultural factors and analyze the impact of the proposed use on the surrounding sites and community.

§ 2.6.5 **Historic Resource Inventory:** Prepare an inventory of any historic structures, or other historic features on the site. Identify landmark features or structures as noted on local, city, county, state, or Federal inventory of historically significant buildings, places or features.

§ 2.6.6 **Site Development Planning:** Based on the preliminary site analysis and selection of a site, prepare conceptual site development drawings which may include land utilization, structure placement, facility development, development phasing, access and circulation of vehicles and pedestrians, parking facilities and utility systems. Analyze surface and subsurface conditions, ecological requirements, deeds, zoning, and other legal restrictions, landscape concepts and features.

§ 2.6.7 **Detailed Site Utilization Studies:** Prepare a detailed site analysis, which may include land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems. Analyze surface and subsurface conditions, the soils report, vegetation, slope of land, ecological requirements, deeds, zoning and other legal restrictions, landscape features and materials.

§ 2.6.8 **Utility Studies:** Establish requirements and prepare initial designs for the on-site utilities which may include electrical service and distribution, gas service and distribution, water supply and distribution, site drainage, sanitary sewer collection and disposal, process waste water treatment, storm water collection and disposal, central-plant mechanical systems, fire systems, emergency systems, security, pollution control, site illumination, and communications systems. Analyze the availability of existing utility mains, transmission and distribution lines.

§ 2.6.9 **Environmental Studies:** Determine the need for environmental monitoring, assessment and impact statements and prepare reports as required. If required, attend public meetings and hearings.

§ 2.6.10 **Design Guidelines:** Prepare design guidelines to develop a set of standards for site improvements, including signage, lighting, landscaping, pedestrian amenities, banners, and other similar guidelines.

§ 2.6.11 **Parking and Circulation Analysis:** Determine parking requirements for the Project, including the number of parking spaces required by governing agencies and the Owner.

§ 2.6.12 **Economic Analysis:** Based on the above surveys, evaluations, studies and inventories, assess the extent of buildable area and the potential impact on development cost. (See Exhibit A)

§ 2.6.13 **Estimate of the Cost of the Work:** Prepare a preliminary estimate of the cost of the work for the development of the site based on the preliminary design concept(s) approved by the Owner. (See Exhibit A)

§ 2.6.14 **Planning and Zoning Analysis:** Identify and research applicable planning and zoning ordinances. Develop and present options to the Owner.

§ 2.6.15 **Meetings and Presentations:** Attend meetings, public hearings, and citizen information meetings as directed by the Owner. Represent the Owner in presenting the proposed development to the governing agencies for approval. Prepare presentation materials for selected options and present to the governing agencies at public meetings and hearings. (See Exhibit A)

## § 2.7 EXPANDED DESCRIPTION OF SERVICES

(See Exhibit A)

### 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:

- .1 Five ( 5) visits to each site by the Architect over the duration of the services

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User Notes:

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- .2 Six ( 6 ) presentations of any portion of the Services as requested by the Owner
- .3 Two ( 2 ) 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 may 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:

Inventory and Fact-finding:	\$17,640
Stake-holders Input & Programming	\$25,780
Preliminary Conceptual Design, Costing & Reviews	\$51,410
<b>Projections, Report and Presentations</b>	<b>\$44,490</b>
<b>Horace Mann Location &amp; Topographical Survey</b>	<b>\$ 9,060</b>
<b>Total Service Fee</b>	<b>\$148,380</b>

Reimbursable Expense is **not to exceed** \$1,620

§ 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 Exhibit C – Hourly Rate Sheet

§ 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:

**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 SCOPE OF THE AGREEMENT**

§ 7.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 7.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B203 Form Agreement Between Owner and Architect
  
- .2 Other documents:
  - FDI Proposal Letter Dated: September 23, 2011
  - Exhibit A – Scope of Services
  - Exhibit C – Hourly Rate Schedule

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

OWNER

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

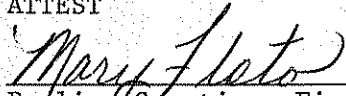
Sam Kooiker, Mayor  
\_\_\_\_\_  
(Printed name and title)

ARCHITECT

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

Gene Fennell, President  
\_\_\_\_\_

ATTEST

  
\_\_\_\_\_  
~~Pauline Sumption, Finance Officer~~  
Mary Floto, Assistant Finance Officer

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## Proposed Scope of Services

### 1. Performa

#### Project Overview:

- \* Project review and update
- \* Identify constraints and parameters
  - Market
  - Mission and goals

#### Market Analysis:

- \* Service area identification
- \* Demographic characteristics/community profile
  - Population/age range/income
  - Businesses/schools
  - Trends
- \* Review of existing city aquatic facilities/programs/services
  - Master plan/existing studies
  - Organizational structure/wage scales
  - Department policies and procedures
  - Existing aquatic program statistics
  - Demand for programs/services and facilities
- \* Competitive market analysis
  - Alternative aquatic service providers
  - Facilities and services offered
  - Admission rates/attendance numbers
- \* Comparison with national, regional and local participation statistics and trends
  - NSGA standards
  - Potential participation levels
- \* Market segment determination and analysis
  - Determination of user groups
  - Impact of user group needs on facility component listing

#### Citizen Participation Plan:

- \* Random statistically valid survey (value added optional service)
  - Determine desired data needs
    - Identify sample parameters and audience
    - Develop phone/mail survey instrument and questions
    - Evaluate and interpret survey results
- \* Conduct community meetings (2)
  - Determine community satisfaction with current aquatic facilities
  - Identify priorities for future aquatic services and facilities
  - Assess willingness to pay



## Exhibit A

- \* Conduct stakeholder interviews (6 max)
  - Identify key community leaders and project influence individuals
  - Conduct interviews to gain responses from these individuals/groups
- \* Compile and interpret all information received

### Programming:

- \* Project component recommendation/prioritization
  - Examine competitive pool and leisure pool options
  - Validate aquatic program
  - Determine sizing and space allocation requirements
  - Component relationships and interaction
- \* Development of program statement consensus
- \* Operating structure and parameters
  - Philosophy of operation
  - Priorities of use

### Project recommendations/profitability of components

- Marketing strategy
- Program/service considerations
- Economic impact

### Operations Analysis (2 options studied):

- \* Attendance estimates
  - Daily
  - Annually/seasonally
  - By facility and/or component
- \* Fee structure
  - Drop-in
  - Multiple admissions/annual/season passes
  - Family, corporate, group
  - Rentals
- \* Sources of income
  - Identification and verification of revenue sources
- \* Operating cost projections
  - Develop a line item budget
  - Personnel by position
  - Contractual services
  - Commodities
  - Capital replacement
- \* Revenue generation projections
  - Develop a line item accounting
  - Admissions
  - Annual/multiple admissions
  - Programs and services
  - Rentals
  - Other revenue sources
- \* Revenue/expenditure comparisons
  - Cost recovery level

### Final Report:

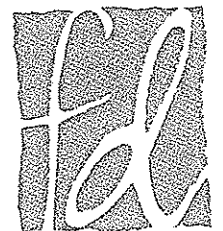
Exhibit A

- \* Written final report
- \* Conceptual drawings
- \* Presentation of report

**2. Preliminary Design Concepts**

- ❖ Project Overview
  - Site(s) Inventory
  - Site(s) Analysis
- ❖ Community Input and Program Phase
  - Determine Steering Committee
  - User Groups and Organizations Meetings
  - Preliminary Design Program
  - Program Statement
- ❖ Site/Amenity Preliminary Design Concepts
  - Land Planning
  - Park Concept Alternatives
  - Pool Types and Locations
  - Graphic Communication
  - Reviews and Evaluations
  - Phasing Plan(s)
  - Cost Analysis
- ❖ Feasibility/Master Plan Statement
  - Selected Preliminary Design Concept(s) Development
  - Opinion(s) of Probable Cost
  - Summary Report of Findings
  - Graphic Representation
  - Public Presentations
- ❖ Electronic & Print Reports

Task#	Event	Involvement	Milestones
1.1	Kick-off Conference	Steering Committee, RCPW, RCP&R, FDI Team	Confirm Scope and Process; Initiate HMP Survey
1.2	Background Information Review	RCPW, RCP&R, FDI Team	Review & Understand Available Information
1.3	Site Inventories	RCP&R and FDI Team	Review existing amenities, constraints and conditions
1.4	Initial HMP Concept #1 Review	Steering Committee, RCPW, RCP&R, FDI Team	Review elements to be discussed with Users
1.5	Public Meetings (2)	RCPW, RCP&R, FDI Team	Meet with NRCA & Swimmers; Needs & Wants
2.0	Preliminary Concepts	FDI Team	Produce Preliminary Design Concepts; Cost Relativity
2.1	Preliminary Concepts Review	Steering Committee, RCPW, RCP&R, FDI Team	Review Initial Preliminary Design (PD) Concepts
2.2	Development of Selected Concepts	FDI Team	Develop PD Concepts; Preliminary Revenues & Costs
2.3	Developed Concepts Review	Steering Committee, RCPW, RCP&R, FDI Team	Review Developed PD Concepts, Costs & projections
2.4	Selected Developed Concepts	FDI Team	Develop Selected PD Concepts; Develop Performa's & Costs
2.5	Developed Concepts Review	Steering Committee, RCPW, RCP&R, FDI Team	Review Developed PD Concepts, Performa's & Costs
3.0	Draft Feasibility Report	FDI Team	Assemble Draft Report
3.1	Draft Feasibility Report Review	Steering Committee, RCPW, RCP&R, FDI Team	Review Draft Feasibility Report; Determine Public Present.
3.2	Public Meetings (2)	Steering Committee, RCPW, RCP&R, FDI Team	Review with User Groups
4.0	Final Feasibility Report	FDI Team	Assemble Final Report
4.1	Open House	Steering Committee, RCPW, RCP&R, FDI Team	Host Open House Presentations
4.2	RCPW & Council Meetings	RCP&R and FDI Team	Present Report for Action



FENNELL DESIGN INC. - HOURLY RATE SCHEDULE

For Added Services

Principal.....	\$115.00
Project Manager/ Architect .....	\$105.00
Design Architect.....	\$95.00
Illustrator/Computer Graphics .....	\$80.00
CADD Technician .....	\$60.00
Administrative.....	\$45.00
Consultant.....	Hourly Rate + 15%
Illustration.....	Negotiated (\$2,000 - \$3,500 estimated)
Add for Sales Tax .....	N/A

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 (to FDI) rate.