



**CITY OF RAPID CITY  
RAPID CITY, SOUTH DAKOTA**

## **REQUEST FOR PROPOSAL**

**RC Parks Restroom Renovation Project**

**PR09-0619**

### **SUBMITTAL DATE & TIME**

**September 2, 2009**

**2:00 P.M.**

### **PROJECT MANAGER**

**Randy Lyons, Landscape Designer  
Rapid City Department of Parks and Recreation  
randy.lyons@rcgov.org  
(605) 394-5225**

# REQUEST FOR PROPOSAL

## Design Services For Rapid City Parks Restroom Renovation Project PROJECT NO. PR09-6019

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This project is generally described as a Restroom Renovation Project. The facilities that will be part of this project are as follows:

**Robbinsdale Park – 641 and 631 East Oakland Street (2 Restrooms)**

**Old Storybook Island – 2911 Canyon Lake Drive (1 Restroom)**

**Canyon Lake Park – 4111, 4021, and 4011 Jackson Boulevard (3 Restrooms)**

Request For Proposals are due in the Rapid City Parks and Recreation Office, 125 Waterloo Street, Rapid City, SD 57701, no later than **2:00pm on September 2, 2009.**

### **1. REQUEST FOR QUALIFICATIONS:**

The City of Rapid City Department of Parks and Recreation, is requesting proposals to provide professional design services for designing, bidding, and construction administration for the proposed project

### **2. PROJECT JUSTIFICATION:**

The City recently hired a consultant to complete a Restroom Facilities Assessment Study. With this report complete, the City is interested in moving on to the next stage to complete Construction Documents for this project. The restrooms are located in three (3) different parks around the City and there are six (6) restrooms total. The restrooms are aging facilities that are in dire need of improvements. Many of the restrooms are not in compliance with the national ADA standards, building codes, etc. Our goal in completing this project is to offer the public a facility that meets LEED standards, and is aesthetically pleasing, maintenance friendly, and accommodates all user groups.

### **3. PROJECT DESCRIPTION:**

This project is generally described as a Restroom Renovation Project. The facilities that will be part of this project are:

**Robbinsdale Park – 641 and 631 East Oakland Street (2 Restrooms)**

**Old Storybook Island – 2911 Canyon Lake Drive (1 Restroom)**

**Canyon Lake Park – 4111, 4021, and 4011 Jackson Boulevard (3 Restrooms)**

The consultant will need to refer to the Restroom Facilities Assessment Study and consult City personnel for direction before starting design. The consultant is responsible for completing Construction Documents, Bid Documents, Contract Documents, and Construction Administration for each of the six (6) restrooms. Consultant design objectives are as follows:

- A universal design that will be applied to all restrooms (1 floor plan/spec. for all 6 restrooms)
- Innovative interior and exterior improvements for each facility
- Goal – to meet LEED standards in all areas of design

- Upgrade the facility and site to be in compliance with national ADA standards
- Meet all State and City Building Codes.

By meeting the above listed objectives, we will be able to move into the construction phase of this project guaranteed to have an outstanding facility when construction is complete.

#### **4. BACKGROUND:**

Background information includes Rapid City Restroom Facilities Assessment Study.

#### **5. DESIGN CRITERIA:**

Design criteria for the projects shall include the current edition of the following items: Rapid City Restroom Facilities Assessment Study, City of Rapid City Drafting Standards, City of Rapid City Design Criteria manuals; City of Rapid City Standard Specifications, current edition, International Building Code, current edition, ADA Standards for Accessible Design current edition, and buildings need to meet LEED standards. Conflicts between design criteria documents shall be resolved in favor of the more stringent requirement.

#### **6. SCHEDULE OF ACTIVITIES (subject to change)**

RFP Publication	August 22-29, 2009
Deadline for Submission of Written Inquiries	August 26, 2009
Responses to Vendor Questions	August 31, 2009
Proposal Submission	September 2, 2009
Oral Presentations/discussions	September 8-11, 2009
Anticipated Award Decision/Contract Negotiation	September 22, 2009
Notice to Proceed	September 23, 2009

#### **7. SCOPE OF SERVICES SUMMARY:**

Consultant selection will be based on the consultant's capabilities to perform the three tasks indicated below:

- Task 1 – Design Services
- Task 2 – Bidding Services
- Task 3 – Construction Services

Refer to “**ATTACHMENT ONE - DRAFT SCOPE OF SERVICES REQUESTED**”, for draft descriptions of each of the above task.

Consultant selection will be based on the consultant's ability to perform these three project tasks. The City, at its sole discretion, may or may not contract for all three project tasks and reserves the right to negotiate services based on what is in the best interest of the City.

**8. CONSULTANT SCHEDULE:**

Contract Negotiations Complete	September 22, 2009
Notice to Proceed with Design	September 23, 2009
Design Services Submittal	October 23, 2009
Project Bid Opening Date	December 3, 2009
Project 100% Construction Complete	May, 2010

The schedule for services described herein will be formalized during the project contract negotiations. In general, the negotiated project schedule shall comply with the intent of the schedule presented above. The consultant, in conjunction with the project management team, will prepare a schedule for completion of each task/phase of the project. These schedules will include milestone dates for completion of the individual tasks identified in the project contract negotiations. These schedules will be integrated into and become part of the project contract.

**9. COMPENSATION FOR SERVICES (FEE):**

The City intends to enter into a professional services contract for the negotiated scope of work. The contract will be based on a fee and itemized task schedule with a maximum not-to-exceed amount(s). Tasks 1-3 typically will be combined as an individual contract. These tasks maybe combined into a single fee with a maximum not-to-exceed amount or each task may have its own separate fee with a maximum not-to-exceed amount. The City will issue a "Notice to Proceed" to the Consultant to begin contract services under Tasks 1-3 as negotiated. The City reserves the right to administer and issue "Notices to Proceed" for Tasks 1-3 in a manner that is in the best interest of the City.

**10. PROPOSAL SUBMISSION:**

Proposals must be submitted no later than **2:00PM, September 2, 2009** to the following address:

**Rapid City Parks and Recreation Department  
125 Waterloo Street  
Rapid City, S.D. 57701  
Attn: Randy Lyons**

**Proposals received after the deadline will be late and ineligible for consideration.**

Please submit five (5) copies of your proposal. All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. Proposals should address the firm's technical, management, and inspection capabilities for design, bidding, and construction services. Any background information, experience, and descriptive examples of previous work should be submitted within the proposal.

**11. COST OF DEVELOPING PROPOSALS:**

All costs related to the preparation of the proposal, interview, or any other related activity are the sole responsibility of the firm. No reimbursement will be made by the City of Rapid City for costs incurred prior to a formal notice to proceed under a contract.

## **12. EVALUATION CRITERIA, SELECTION AND AWARD PROCEDURES:**

The City's Consultant Selection Committee for this project will review the proposals and finalists will be selected for interviews. You will be notified of the Selection Committee's decision and if selected, will be scheduled for an interview.

Proposers selected for interviews shall include, as a handout, an itemized task outline with a listing of the corresponding personnel anticipated to be working on that task. The listing of the personnel shall include their job classification, the individual's name, and a brief description of their role.

Upon completion of the interviews, the City of Rapid City's Consultant Selection Committee for this project shall select a Consultant to perform the engineering services and contract negotiation will commence with the selected consultant. Upon successful contract negotiations, a contract will be presented to the City Council for approval. Upon City Council approval, a notice to proceed will be issued typically for Tasks 1-3. If terms cannot be mutually agreed upon, the City may enter into negotiations with another firm.

The Consultant Selection Committee's evaluation sheet is enclosed as Attachment Two for your information.

## **13. NONDISCRIMINATION STATEMENT:**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

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 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.

If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator, Kay Rippentrop at (605) 394-4110.

## **14. GENERAL CONDITIONS FOR PROPOSALS:**

### **14.1. Inquiries:**

Please direct questions to:

Randy Lyons, Project Manager

Dept. of Parks & Recreation

125 Waterloo Street

Rapid City, SD 57701

Office: (605) 394-5225, Fax: (605) 394-5226, E-mail: [randy.lyons@rcgov.org](mailto:randy.lyons@rcgov.org)

All firms submitting a proposal shall identify a single contact person for receipt of responses and information from the City. The preferred method of receipt and distribution of information will be by e-mail. Therefore, please include a contact name, phone number, mailing address and e-mail address with your proposal.

**14.2. Contractual Responsibility:**

Consortia, joint ventures, or teams, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

**14.3. Addenda and Supplements to RFP:**

In the event that it becomes necessary to revise any part of this RFP or if additional information is necessary to enable the proposers to make adequate interpretation of the provisions of this Request For Qualifications, a supplement to the RFP will be issued.

**14.4. Rejection Rights:**

The City of Rapid City retains the right to re-solicit for proposals if deemed to be in its best interest. Selection is also dependent upon the negotiation of a mutually acceptable contract with the highest ranked interviewee. If the City cannot negotiate a mutually acceptable contract with the highest evaluated interviewee, the City will negotiate with the next highest evaluated interviewee, and so forth, until a mutually acceptable contract is reached.

**14.5. General Expertise Required:**

The services envisioned within this Request for Qualifications include all disciplines necessary for the proper execution of the project desired.

**14.6. Contract Amendment:**

The City of Rapid City retains the right to amend the contract with the successful interviewee to include other possible areas of concern with this project.

**15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the consultant is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**16. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the consultant prior to the established due date and time. No oral, telephonic, or facsimile responses or modifications to informal, formal bids, or Request for Qualifications will be considered.

**17. PROPRIETARY INFORMATION**

The proposal of the successful consultant(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Consultants must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the City. All materials submitted become the property of the City of Rapid City and may be returned only at the City's option.

**18. GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the Circuit Court of Pennington County, South Dakota. The laws of the State of South Dakota shall govern this transaction.

#### **19. STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the City of Rapid City and the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 19.1 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.
- 19.2 **Termination Provision:** The Agreement may be terminated by either party by providing written notice as mutually agreed and specified in the Agreement. In the event the Consultant breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the City of Rapid City at any time with or without notice. If termination for such a default is effected by the City, any payments due to Consultant at the time of termination may be adjusted to cover any additional costs to the City because of Consultant's default. Upon termination the City may take over the work and may award another party an agreement to complete the work under the Agreement. If after the City termination for a default by Consultant it is determined that Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.
- 19.3 The Agreement may not be assigned without the express prior written consent of the City. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.
- 19.4 The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in the Circuit Court of Pennington County, South Dakota.
- 19.5 The Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 19.6 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 19.7 All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.

ATTACHMENT ONE  
Draft Scope of Services Requested

## **CONSULTANT DRAFT SCOPE OF SERVICES REQUESTED**

Professional services consist of three Tasks: Design Services, Bidding Services, and Construction Services.

### **TASK 1 - DESIGN SERVICES:**

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and may include the following itemized services.

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 1.2 Review the Restroom Facilities Assessment Study and any other background information listed in this RFQ and any other resources as necessary.
- 1.3 Perform sufficient design to prepare a complete set of bid documents.
- 1.4 Prepare plan and building (interior and exterior) elevations as needed.
- 1.5 Prepare specifications as needed.
- 1.6 Attend submittal reviews meeting with City staff, if necessary.
- 1.7 Attend Public Works and Council meetings as necessary.
- 1.8 Prepare any and all permits with exhibits required for the City. Deliver the following:
  - Provide two (2) copies of bid documents to the City of Rapid City's project manager for City distribution.
  - Provide digital copy's of documents on CD (example -.doc, .dwg, .xls file types).

### **TASK 2 – BIDDING SERVICES:**

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

- 2.1 Print and issue Bid Documents to bidders, and two (2) copies to the City of Rapid City. Maintain a plan holders list.
- 2.2 Issue addenda to the bid documents as required.
- 2.3 Arrange and conduct a Pre-Bid Conference including agenda. Record minutes and distribute to all attendees.
- 2.4 Attend the bid opening (to be held at the City Finance Office).
- 2.5 Attend Legal and Finance Committee and Council Meetings as required.
- 2.6 Prepare the Bid Tab in City of Rapid City Microsoft Excel project book format and submit electronic Bid Tab and a printed hard copy to Parks and Recreation within one (1) working day of the bid opening. Forward a copy of the final bid tab to all bidders and project manager.
- 2.7 Present award recommendation to City of Rapid City project manager.
- 2.8 Prepare Notice of Award letter for City of Rapid City project manager signature and distribution to contractor for execution.
- 2.9 Prepare contracts and submit to contractor for execution.
- 2.10 Review construction contract documents and other submittals from the contractor and submit to City of Rapid City project manager for distribution to City Attorney's office for approval and signatures of the Mayor and Finance Officer.

### **TASK 3 – CONSTRUCTION SERVICES:**

This task consists of all services necessary for the administration of the Basic Construction Services of the project construction stage, and may include the following itemized services.

- 3.1 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.

- 3.2 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 3.3 Provide written clarification regarding drawing and specification questions.
- 3.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 3.5 Prepare and submit monthly pay requests.
- 3.6 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 3.7 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 3.8 Attend weekly construction progress meetings, as necessary
- 3.9 Prepare and submit project completion punch list items to the Contractor and Parks and Recreation and oversee its completion.
- 3.10 Prepare "As-Built" plans and specifications. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD Release 2006 format. Submit to Parks and Recreation – Landscape Architecture within 30 days of project completion.

#### PROJECT TEAM, MEETINGS, AND SUBMITTALS SUMMARY

- 4.1 Project team members will include:
  - The Consultant
  - City Parks and Recreation staff
  - City Engineering Services staff
  - Operations Division staff
    - Parks Division
- 4.2 Meetings requiring the Consultant's participation will likely include, but may not be limited to the following:
  - Kick-off meeting
  - Pre-Bid Conference,
  - Bid Opening,
  - Pre-Construction Conference,
  - Construction Progress Meetings,
  - Committee and Council Meetings as required, All Tasks
- 4.3 Submittals include:
  - Kick-off meeting - meeting minutes
  - Bid Documents - including plans, specifications, contract documents, and cost estimate.
  - Prebid conference meeting minutes
  - Bid Tab and award recommendation
  - Pre-Construction conference meeting minutes
  - Shop Drawing submittal reviews
  - "As-Built" plans and specifications
  - Progress meeting minutes
  - Project completion "Punch List"
  - "Construction Project Close-out Checklist"
  - Letter of certification of project completion

The Consultant shall allow 10 working days for City to review submittals.

## ATTACHMENT TWO

### Consultant Evaluation Form

## CONSULTANT INTERVIEW & PROPOSAL EVALUATION FORM

PROJECT: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

INTERVIEWER: \_\_\_\_\_

DATE & TIME: \_\_\_\_\_

### I. FIRM QUALIFICATIONS

(40 Points)



#### A. PROJECT TEAM

1. Project Team Members

- Professional Registration
- Project Manager
- Other Key Personnel
- Subconsultants & Their Key Personnel

2. Diversity of Skills & Disciplines (as applicable)

- Municipal Engineering
- Operation/Maint/Replace
- Planning
- Survey
- Finance/Economics
- Other

3. Technical Ability

4. Amount of Experience on Related Projects

5. Experience w/ Other Relevant Agencies

6. Office Location(s)

#### B. PROJECT MANAGEMENT

1. Management Procedures

- Cost/Budget Control
- Schedule Control

2. Quality Control Methods (QA/QC)

- Key Personnel

3. Staffing Levels and Work Load

4. Insurance (type and limits)

**C. PAST PERFORMANCE**

1. With City of Rapid City
2. With Others in Region
3. Past Project Design
  - Meeting Design Budget
  - Design Scope Modifications
4. Past Project Construction
  - Change Orders
  - Accuracy of Engineers Est.
  - Sequencing/Phasing
  - Constructability
5. Quality of Past Deliverables
6. Litigation/Arbitration/Disputes  
(Last 3 years)

**D. QUALITY OF INTERVIEW & PROPOSAL**

**II. PROJECT APPROACH AND DELIVERABLES**

(60 Points)

- A. Data Gathering & Project Familiarization
- B. Presentation of Alternatives
- C. Design Approach
- D. Interaction/Coordination with City Staff & Others
- E. Innovative Design Techniques and/or Equipment
- F. Schedule of Design Submittals and Cost Estimates
- G. Proposed Deliverables

**TOTAL** (100 points possible).....

**CONSULTANT RANK BASED ON TOTAL** .....


General Comments:

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