

# CITY OF RAPID CITY

DEPARTMENT OF PARKS AND RECREATION  
125 WATERLOO STREET  
RAPID CITY, SOUTH DAKOTA 57701

Jerry W. Cole  
Director  
(605) 394-5225

To: Legal & Finance Committee Members

From: Jerry Cole, Director  
Department of Parks and Recreation

Randy Lyons  
Landscape Designer  
(605) 394-5225

Subject: Agreement for Professional Design Services  
with ARC International

Date: October 8, 2009

Jeri Taton  
Administrative  
Assistant  
(605) 394-5225

Attached please find an Agreement for Professional Design Services with ARC International for Project No. PR09-6019, Rapid City Parks Restroom Renovation Project.

Lon Van Deusen,  
Parks & Cemetery  
Manager  
(605) 394-4175

## Background

In November, 2008 the City of Rapid City contracted with ARC International for a Rapid City Parks Restroom Facilities Assessment Study. The results of that study indicated that several restroom facilities were in need of renovation and we are now ready to design the project.

Doug Lowe,  
Recreation Manager  
(605) 394-6161

Using the Consultant Selection Process, RFPs were solicited for this project and negotiations were conducted with ARC International.

Staff recommends that the Agreement be approved.

Duncan Olney  
Aquatics Manager  
(605) 394-5223

## Recommendation

Authorize the Mayor and Finance Officer to sign the Agreement for Professional Design Services with ARC International for Project PR09-6019, Rapid City Parks Restroom Renovation Project.

If you have any questions, please contact me.

**Agreement for Professional Design Services**

**October 7, 2009**

Re: 2009-~~019~~<sup>6019</sup> – *Rapid City Parks Restroom Renovation Project, Rapid City, SD*

ARC International, Inc. proposes to provide Professional Design Services for this project. We are committed to clear communication regarding the scope of our services and our approach to providing these services. This document serves to represent our best effort to thoroughly describe the work that we will accomplish for you on your project. If you should require explanation or additional information with regards to how we will provide our services, we encourage you to make such requests prior to signing this document and we will do our best to provide answers and clarification.

1. Our Understanding of Your Project is as follows:
  - a. We refer to you, the client, as the Owner, since the eventual design and resulting construction will be owned by this entity. The Owner is:
 

***City of Rapid City - Parks Division***  
***125 Waterloo St.***  
***Rapid City, SD 57701***  
***T: (605) 394-5225***  
***F: (605) 394-5226***
  - b. The Owner's primary representative is:
 

***Jerry Cole, Director of Parks & Recreation***  
***Cell:***  
***E-mail: jerry.cole@rcgov.org***
  - c. ***A brief description of the physical project is as follows: Accessibility maintenance and remodeling improvements as outlined in ARC International proposal letter on September 18, 2009.***
  - d. ***A preliminary study/report by ARC International dated January 2009 outlines the conceptual solutions for the ADA, maintenance and remodeling issues.***
2. ARC International, Inc. intends to provide comprehensive design services for this project. We provide all of the architectural design as well as managing, leading, and coordinating all the elements required of the design and process. Portions of the engineering and specialty design expertise that is required of the project may be provided by consultants who are contracted to ARC International, Inc. We refer to ARC International, Inc. and its subcontracted consultants as the Design Team. The following basic services shall be provided by the Design Team:
  - a. Architecture ***ARC International***
  - b. Mechanical Engineering ***Skyline Engineering***
  - c. Electrical Engineering ***Skyline Engineering***

If required of the project, the following special services shall be provided by the Design Team:

- d. Geotechnical Evaluation ***N/A***
- e. Land Survey ***N/A***
- f. Civil / Site Engineering ***N/A***
- g. Programming ***ARC International***
- h. Site Analysis ***N/A***
- i. Interior Design ***ARC International***
- j. Landscape Design ***N/A***

The following services will be provided directly by the Owner and are not a part of the services to be provided by the Design Team:

- k. Geotechnical Evaluation ***N/A***
- l. Land Survey ***N/A***
- m. Civil / Site Engineering ***N/A***
- n. Landscape Design ***N/A***

3. The Design Team intends to work through a progressive developmental process required for your project. This process is generally described in the following industry-proven outline which will provide the best value for the design and construction of your project:
- a. Pre Design Phase: Programming: **Programming was completed in the previous study/report.**
    - i. Develop and document Owner's space and functional needs.
    - ii. Site Analysis: Review Owner's site for project suitability.
    - iii. Procure geotechnical recommendations, land survey and/or existing as-built.
  - b. Schematic Design Phase: **A Schematic Design was completed in the previous study/report.** Some modifications and additions to the schematic design are anticipated to accommodate refinement to the design.
    - i. The Design Team shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be notes on the drawings or described in writing.
    - ii. At the Design Team's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media.
  - c. Design Development Phase:
    - i. The Design Team shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels.
    - ii. At the Design Team's option, the Design Development Documents may include study models, perspective sketches, electronic modeling or combinations of these media.
    - iii. Provide tasks 1.1, 1.2, 1.3 as noted in the "Consultant Scope of Services" provided in the RFQ solicitation.
  - d. Construction Documents Phase:
    - i. The Design Team shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
    - ii. During the development of the Construction Documents, the Design Team shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Design Team also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
    - iii. Contract for Construction and Specifications and may include bidding requirements and sample forms.
    - iv. Provide tasks 1.4, 1.5, 1.6, 1.7, 1.8 as noted in the "Consultant Scope of Services" provided in the RFQ solicitation.
  - e. Contractor Procurement:
    - i. The Design Team shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.
    - ii. Provide tasks 2.1 through 2.10 as noted in the "Consultant Scope of Services" provided in the RFQ solicitation.
  - f. Construction Administration:
    - i. The Design Team shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Design Team.
    - ii. Provide tasks 3.1 through 3.10 as noted in the "Consultant Scope of Services" provided in the RFQ solicitation.

4. The Design Team desires that you, the Owner, are very familiar with how we charge and are compensated for our services. Costs for our services will be compensated by you, the Owner, as follows:
- a. The Design Team will issue invoices monthly or at reasonable intervals for services previously rendered. The invoice will be prepared by ARC International, Inc. and be comprehensive of the services provided of its staff, its project-related reimbursable expenses, its Design Team consultants' project-related invoices, ARC International mark-up on consultant-related costs and any taxes, fees, or related project costs that may be required.
  - b. ARC International, Inc. hourly rates are as follows:
 

<u>Position:</u>	<u>Current Personnel:</u>	<u>Hourly Rate:</u>
i. Principal / Project Architect	Donovan Broberg	\$110 / hour
ii. Forensic-Expert Witness-Litigation	Donovan Broberg	\$165 / hour
iii. Intern Architect / Designer 1	James Lushbough	\$65 / hour
iv. Intern Architect / Designer 2	Chris Olney	\$60 / hour
v. Interior Designer 1	Kelli Trebil	\$65 / hour
vi. Interior Designer 2	Angela Jordan	\$60 / hour
vii. Design Technician 1	Ryan Turnquist	\$45 / hour
viii. Design Technician 2	Aaron Ashley	\$40 / hour
ix. Administrative	Dawn Huntley	\$35 / hour
x. Other Staff	to be determined	to be determined
xi. Hourly rates are subject to normal increases and adjustments.		
  - c. ARC International, Inc. current reimbursable expenses are as follows:
    - i. Travel Related Costs:
      1. Airfare at cost
      2. Vehicle \$.55 / mile (or current federally-published rate)
      3. Lodging at cost
      4. Per Diem (if 8 hour + day out of office) \$25 / day
    - ii. Normal printing, postage and communication costs related to the development of the project are considered a cost of doing business and are factored into our normal hourly rates.
    - iii. Special Report, Submittals, Bidding and Construction Phase Items:
      1. 8.5" x 11" B&W = \$.10 / page; Color = \$.25 / page
      2. 11" x 17" B&W = \$.20 / page; Color = \$.50 / page
      3. 24" x 36" reprographics \$1.50 / sheet
      4. Binding \$5 / set
      5. Out-of-house printing at cost
      6. Postage / Shipping at cost
      7. AIA Documents 2 x cost
    - iv. Reimbursable expenses are subject to normal rate increases and adjustments.
  - d. Design Team consultants' costs shall be charged as follows:
    - i. Consultant invoice for services, fees and expenses.
    - ii. ARC International, Inc. 10% mark-up of all consultant invoice costs.
  - e. Other project costs, if required of the project, are as follows:
    - i. Building Inspection - Authority Having Jurisdiction (AHJ) required code reviews.
    - ii. Permits or fees as required for federal, state, local or tribal government reviews.
    - iii. Tribal Employment Rights Ordinance (TERO) fees.
    - iv. Federal, state or local sales or excise tax.
  - f. Pre-contract project development costs. The Design Team often takes the risk of time and effort in the development of a project prior to securing an agreement for services. It is understood that these costs will be included at the normal rates for services outlined above upon execution of this agreement.
  - g. Payment for all design services, expenses, fees and other project related expenses are due upon receipt of invoice. Unpaid invoices will be subject to the following:
    - i. Accrued interest at 10% annual rate starting 30 days from date of invoice;
    - ii. Suspension of services for unpaid invoices 60 days from date of invoice;
    - iii. A Mechanics Lien and collection process by an appropriate legal action will be pursued for unpaid invoices 60 days from date of invoice. The Owner shall be responsible for the original invoice, interest, and all other costs associated with the expense of the collection including Design Team time, legal fees and attorney fees.
  - h. ***A lump sum of total services for your project is \$41,000 exclusive of reimbursable expenses, taxes, permits or other fees.***
    - i. ***An allowance for reimbursable expenses for items outlined in item 4.c.iii above is \$5,000.***



5. ARC International, Inc. maintains insurance coverage in the following amounts:
  - a. Workmen's Compensation                      Statutory
  - b. General Liability                                 \$1,000,000
  - c. Automobile Liability                             \$1,000,000
  - d. Professional Liability                             \$1,000,000
  
6. The following items relate specifically to the development of the design of your project.
  - a. Project Schedule: The Design Team will outline and maintain a schedule related to the development of the project. The Design Team will perform the described work as expeditiously as practical and as is consistent with standard professional care. The schedule will allocate time for the proper progressive design process outlined above. The Owner recognizes that the schedule will need to be adjusted as needed to meet the demands of constraints beyond the Design Team control including time as required to accommodate Owner review/approval, Authority Having Jurisdiction (AHJ) review/approval, time required for normal professional care/diligence, permitting, conditions related to potential presence of hazardous materials, Design Team workload, procurement of related services, etc.
  - b. Overall Project Budget: The Design Team will assist the Owner in maintaining an overall project budget. This will include assisting the Owner in gaining an Opinion of Probable Construction Cost, estimating probable Design Team costs and other project development costs and contingency costs that could be encountered.
    - i. In providing Opinions of Probable Construction Cost, the Owner understands that the Design Team has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Design Team's Opinions of Probable Construction Costs are made on the basis of the Design Team's professional judgment and experience. The Design Team makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Design Team's Opinion of Probable Construction Cost.
    - ii. The Owner acknowledges that unforeseen project related expenses could be encountered during the course of a project and will maintain appropriate contingencies within their budget to address such needs.
  - c. Design Team: ARC International, Inc. may engage the services of any consultants when, in ARC's sole opinion, it is appropriate to do so. Such consultants may include: land survey, geotechnical engineer, civil engineer, structural engineer, mechanical and electrical engineer, food service, acoustical, sound system, environmental, material testing and any specialized consulting services deemed necessary by the Design Team to carry out the scope of the Design Team's services. ARC International, Inc. shall not be required by the Owner to retain any consultant not fully acceptable to the Design Team.
  - d. Right of Entry to Owner's Project Property: The Owner shall provide for the Design Team's right to enter the property owned by the Owner and/or others in order for the Design Team to fulfill the Scope of Services included in this contract. Although the Design Team will exercise reasonable care in performing its services, the Owner understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Design Team, its officers, directors, employees and sub-consultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.
  - e. Evaluation of Existing Structures: Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Design Team, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Design Team.
  - f. Hazardous Materials: The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Design Team, its officers, partners, employees and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including

negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Design Team.

- g. Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Team as instruments of service shall remain the property of the Design Team. The Design Team shall retain all common law, statutory and other reserved rights, including the copyright of these items. This section is subject to the provisions of SDCL Ch. 1-27.

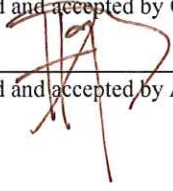
7. The following items relate specifically to the construction phase of your project:

- a. The Design Team's scope of services and compensation for Basic Services under this Agreement are based on the assumption that the construction Contractor will be hired under the standard terms of General Conditions AIA-A201. If the Owner elects not to use this standard form, it is understood and agreed that the Design Team shall be entitled to reasonable adjustments in compensation and schedule caused by the additional efforts required to work with the Contractor under nonstandard terms and conditions.
- b. Shop Drawing Review: The Design Team shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Design Team's review shall be conducted with reasonable promptness while allowing sufficient time in the Design Team's judgment to permit adequate review. Review of a specific item shall not indicate that the Design Team has reviewed the entire assembly of which the item is a component. The Design Team shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Design Team in writing by the Contractor. The Design Team shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
- c. Substitutions: Upon request by the Owner, the Design Team shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Owner's Consultants or Contractors. The Design Team shall be compensated for these services, as well as any services required to modify and coordinate the Construction Documents prepared by the Design Team with those of the Design Team's subconsultants and the Owner's Consultants, as Additional Services. The Design Team also shall be entitled to an adjustment in schedule caused by this additional effort.
- d. Construction Observations: The Design Team shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Owner and the Design Team, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Design Team, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Design Team shall keep the Owner informed about the progress of the Work and shall endeavor to guard the Owner against deficiencies in the Work. If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the Design Team as Additional Services in accordance with the terms of this Agreement. The Design Team shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Design Team shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Design Team does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
- e. Rejection of the Work: The Design Team shall have the authority to reject any Work that is not, in the judgment of the Design Team, in conformance with the Construction Documents or work plans. Neither this authority nor the Design Team's good-faith judgment to reject or not reject any Work shall subject the Design Team to any liability or cause of action to the Contractor, subcontractors or any other suppliers or persons performing work on this project.

- f. Payments to the Design Team shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Design Team's compensation for any reason unless the Design Team has been found to be legally liable for such amounts.
  - g. Jobsite Safety: Neither the professional activities of the Design Team, nor the presence of the Design Team or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Team and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's contract with the General Contractor. The Owner also agrees that the Owner and the Design Team shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.
8. Additional Conditions to this agreement shall be as follows:
- a. Governing Law and Jurisdiction: The Owner and the Design Team agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the state of South Dakota. It is further agreed that any legal action between Owner and the Design Team arising out of this Agreement or the performance of the services shall be brought in the Circuit Court of Pennington County; State of South Dakota.
  - b. Responsibility to the Public: Both the Owner and the Design Team owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Owner shall make no request of the Design Team that, in the Design Team's reasonable opinion, would be contrary to the Design Team's professional responsibilities to protect the public. The Owner shall take all actions and render all reports required of the Owner in a timely manner. Should the Owner fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Owner agrees the Design Team has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Owner agrees to take no action against or attempt to hold the Design Team liable in any way for carrying out what the Design Team reasonably believes to be its public responsibility. The Owner agrees the Design Team shall not be held liable in any respect for reporting said conditions.
  - c. Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally intended for the Design Team shall not be considered an assignment for purposes of this Agreement.
  - d. Certifications, Warranties, Guarantees: The Design Team shall not be required to sign any documents, no matter by whom requested, that would result in the Design Team's having to certify, guarantee or warrant the existence of conditions whose existence the Design Team cannot ascertain. The Owner also agrees not to make resolution of any dispute with the Design Team or payment of any amount due to the Design Team in any way contingent upon the Design Team's signing any such certification.
  - e. Should any part, term, or provision of this Agreement be determined by the Courts to be illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby, and an equitable adjustment to the Agreement with respect to the affected part, term, or provision shall be made by the parties.
  - f. Cancellations of the Agreement by the Owner shall be effective seven (7) days after written notice to the Design Team. The written notice shall include the reasons and details for cancellation. A final invoice will be prepared for all charges incurred through the date of cancellation; and payment will be due as stated elsewhere in this contract.

9. Please sign below, retain a copy for your records, and return the original copy to ARC International, Inc., 5808 Sheridan Lake Road, Rapid City, SD 57702. This is the Design Team's authorization to proceed with the work.

a. By: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Approved and accepted by **City of Rapid City - Parks Division**

b. By:  \_\_\_\_\_ Typed Name: Donovan Broberg, President Date: 10/07/09  
Approved and accepted by **ARC International, Inc.**



# ATTACHMENT ONE

## CONSULTANT 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 RFP 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.