

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

Date: March 20, 2013

Project Name & Number: Central Irrigation Control Project No. 12-2074

CIP #: 50896

Project Description: To provide professional engineering services for design and installation of Central Irrigation Control.

Consultant: Midwest Turf and Irrigation

Original Contract Amount: \$92,917.60

Original Contract Date: April 1, 2013

Original Completion Date: June 1, 2013

Addendum No:

Amendment Description:

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

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$92,917.60	8915	4372	505	
		4223		
	Total			

Agreement Review & Approvals

Keith Johnson 3/20/13
 Project Manager Date

James J... 3/20/13
 Compliance Specialist Date

David Kim 3-20-13
 Division Manager Date

Trump... 3-20-13
 Department Director Date

City Attorney _____ Date _____

ROUTING INSTRUCTIONS

Route two originals of the Agreement for review and signatures.
 Finance Office - Retain one original
 Project Manager - Retain second original for delivery to Consultant
 cc: Public Works
 Engineering
 Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
3/20/13	SK	(Y) N
Cash Flow		Y N

**Agreement Between City of Rapid City and Midwest Turf and Irrigation
for Construction Professional Services for Central Irrigation Control, Project No.
12-2074 / CIP No. 50896**

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and Midwest Turf and Irrigation, located at 14201 Chalco Valley Parkway, Omaha, Nebraska 68138. City intends to obtain services for Central Irrigation Control, Project No. 12-2074, CIP No. 50896. The scope of services is as described in Exhibits A and B.

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project as defined in Exhibits A and B, serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.

1.1.2 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

1.2 Scope of Work

The Engineer shall:

1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.



- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibits A and B.)

Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make



the revisions requested by the City. This work shall be paid for as extra work.

- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.



- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.
- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.



- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$92,917.60 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.



5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month at the rates established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before June 1, 2013 based on an award date of April 1, 2013.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not



less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

- 7.4.2 Commercial general liability insurance providing occurrence from contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10-Controlling Law and Venue

This Agreement shall be subject to, interpreted* and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.



Section 11-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 12—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

Section 13-Responsibility of Contractor

General Responsibility: The Contractor shall furnish all transportation, ways, works, machinery, and plant, and all suitable appliances required for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall be fully responsible for the materials and equipment used for the work and for safeguarding the work against damage or destruction until its final acceptance by the City. The Contractor agrees to make no claims for damage to the work prior to final acceptance and will make no claims for damage to the materials except through negligence or willful act of the City.

Before the completion and acceptance of this Contract shall be made good by him, he shall be solely answerable for all damage to the City or the property of the City; to other contractors, or other employees of the City; to the neighboring premises or to any private or personal property due to improper, illegal, or negligent conduct of himself or his subcontractors; employees or agents in and about said work or in the execution of the work covered by this Contract or any extra work undertaken herein provided; or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery or plant. He shall indemnify and save harmless the City and its officers and agents from all claims relating to labor, materials, and methods used in executing the work.

Section 14-Patents

It is further agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall



satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that might be instituted at any time against the City for infringement or alleged infringement of any patent or patents involved in the work; and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the City will not be made while any such suits or claims remain unsettled.

Section 15-Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it and this shall include acts or omission of subcontractor.

The Contractor shall, and is hereby authorized to, maintain any part for such insurance, issued in the name of the City, as will protect the City from his contingent liability under this Contract, and the City's right to enforce against the Contractor any provision of this Section shall be contingent upon the full compliance by the City with the terms of applicable insurance policy or policies, a copy of which shall be deposited with the City.

Section 16-Performance Bond

The surety bond executed by the Contractor, issued to the City, shall be a guarantee:

- A. For the faithful performance and completion of the work in strict accordance with the terms of the contract, specifications, and detailed plans;
- B. For the payment to the City of all sums due or which may become due by the terms of the contract; as well as by reason of any violation thereof by the Contractor;
- C. For the payment of all bills, including the hire, rental or lease of equipment or machinery, and the operators thereof, used on the work, and for all materials, lubricants, oils and gasoline used in or consumed in the construction of such work and for all labor performed in such work whether by sub-contract or otherwise;
- D. The payment of any and all judgments and costs of suits and actions brought against the City or officials thereof, for any cause whatsoever, arising from or on account of any injuries or damages to life or property suffered or sustained by any person, firm or corporation, caused by the Contractor, his or its agents, servants or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or any act or omission of the said Contractor his agents, servants, employees;
- E. And for the protection of the City against all suits and claims for infringements or alleged infringements of patent rights processes.



This section shall in no way be construed as limiting the obligation under the Performance Bond actually furnished, but may be an addition thereto.

The City agrees to mail a notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not more than ten (10) days before notifying his bondsmen of such failure to comply with the terms of said bond.

Section 17-Laws and Ordinances

The Contractor shall keep himself fully informed of all existing and current regulations of the City, County, State, and Nation, which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with, all ordinances, laws, rules and regulations and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, he shall bear all costs arising therefrom. Such performance shall constitute a waiver of any and all claims associated with the work.

Section 18-Permits and Licenses

Unless otherwise specified, permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified.

Section 19-Testing of Completed Work

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and proper working order or shall be placed in such condition and order at the expense of the Contractor, unless otherwise specified. All tests of completed work required under this contract shall be made under the direction of the City by and at the expense of the Contractor, who shall repair at his own expense all damage resulting therefrom.

Section 20-Project Acceptance and Warranty Period

Final acceptance of the project by the City will be documented by the issuance of an acceptance letter, which is issued according to the following criteria:

- 1) Construction has been substantially completed and the facilities can be put to their intended use.
- 2) All testing has been completed, and the required results have been met.



The date of the acceptance letter documents the start of the two-year warranty period, during which the Contractor shall be notified in writing of any defects in the project and shall submit to the Public Works Dept. a construction schedule to correct the defects at their expense within ten (10) days of receipt of the notice. Failure to correct or undertake, with due diligence, to correct the deficiencies within the specified time may cause the City to make the necessary repairs and bill the Contractor one and one-half (1 1/2) times the costs incurred; providing, however, that in case of an emergency, where, in the judgment of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

The City reserves the right to extend the warranty period if excessive problems are apparent during the initial two-year period.

During a period of two years after the completion of the work covered by this contract and the final acceptance in writing thereof by the City, the Contractor shall make all needed repairs arising out of defective workmanship or materials furnished by the Contractor; or both, which in the judgment of the City shall become necessary during said period. The City is hereby authorized to make such repairs at the Contractor's expense, if within ten days after the receipt of a written notice to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs; providing, however, that in case of an emergency, where in the judgment of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the cost thereof.

Section 21-Waiver of Rights

Neither the inspection by the City or any of their employees, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the equipment, material, or work by the City, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Contractor:

MAYOR

CONTRACTING FIRM

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:

Keith Johnson

KEITH JOHNSON, PROJECT MANAGER

DATE: 3/18/13

CITY'S DESIGNATED PROJECT REPRESENTATIVE

CONTRACTING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME Keith Johnson
PHONE (605) 394-4154
EMAIL ADDRESS keith.johnson@rcgov.org

NAME Dan Poore
PHONE (402) 895-8903 ext. 418
EMAIL ADDRESS dpoore@midwestturf.net



Midwest Turf & Irrigation



14201 Chalco Valley Parkway • Omaha, NE 68138
402-895-8900 • 800-473-0501
FAX: 402-895-8913 • 800-793-0627

Exhibit A-Description of Work to Perform for City of Rapid City Sentinel Irrigation Central Control System Installation

The following is a description of work to be performed by Midwest Turf & Irrigation referred to as Engineer in the contract. This is for Project No. 12-2074/CIP No. 50896. Midwest Turf & Irrigation will work in conjunction with Shamrock Landscape (Luke Laverack) and Sprinkler Guys (Jamie Howard & David Scheer) to execute this contract. Both Shamrock Landscape and Sprinkler Guys are based out of Rapid City South Dakota. Any further reference to Engineer in this document includes Midwest Turf & Irrigation as well as Shamrock Landscape and Sprinkler Guys.

1. Engineer will install the Sentinel Central communication hub at the Park Department office located at 2919 Canyon Lake Drive. Engineer will install a central interface device (CTM) which will link the Sentinel base antenna to the cities internet network and interface them with the central computer provided by the city. The Engineer will install the base antenna which needs to be within 50 feet from the central computer. The engineer will also install a Vantage Pro 2 weather station at this location which is wireless and can be up to 1000 feet from weather station console. Weather station console and CTM will be next to central computer. Both the antenna and weather station can be mounted on the top or the side of the building. Locations of where to mount them will be agreed on between the engineer and the city. Engineer will install and set up Sentinel software and weather station software. This communication hub will communicate by radio with satellites located in Sioux Park and Canyon Lake Park as described in Exhibit B. It will also communicate with any other future sites added that are within a 2 mile radius of the Park office.
2. Engineer will install and set up a second CTM at City Hall located at 300 Sixth Street. This site will include another antenna and second weather station. The city will determine where the engineer installs this CTM. The CTM must be within 50 feet of the antenna and also be connected to the cities internet network. Location of the antenna, weather station and CTM will again be agreed upon between the city and the engineer. Weather station console will be installed next to the CTM and requires a power source. This communication hub will communicate by radio with satellites located in Roosevelt Park, Memorial Park and Founders Park as described in Exhibit B. It will also communicate with any future sites added to the system that are within a 2 mile radius of City Hall.
3. Engineer will install and set up a third CTM at Mt View Cemetery office. This site will have an antenna connected to the cities internet network within 50 feet of the CTM location. There is not a weather station at this site included in the proposal. This site can receive information from either of the two weather stations linked to the system but cannot receive information from both. It could also have its own future weather station if the city decided to add it.

This communication hub will communicate by radio to both new satellites installed at Mt View Cemetery as described in Exhibit B. It will also communicate with any future sites added to the system within a 2 mile radius of the Mt. View cemetery office.

4. City will locate all existing decoders at Memorial Park South. City will mark these locations with a flag that is marked with the decoder's zone number. Engineer will convert all 54 of these decoders to the new Baseline AC decoders.
5. City will locate all existing decoders at Founders Park. City will mark these locations with a flag that is marked with the decoder's zone number. Engineer will convert all 16 of these decoders to the new Baseline AC decoders.
6. City will locate all existing decoders at Mt. View Cemetery. City will mark these locations with a flag that is marked with the decoder's zone number. Engineer will convert all 114 of these decoders to the new Baseline AC decoders.
7. Engineer will replace all 15 satellites as described in Exhibit B. The satellites will be the faceless version and will be preprogrammed with the radio frequency and unit codes for each site. Engineer will label wires by zone number and wire them back into the new satellites after old satellites are removed. We will use existing concrete pads to install new satellites which will be anchored and bolted to the pads.
8. City will provide existing programs for all 15 satellites to the engineer which will include start times, watering days, zone run times and type of sprinklers zone has (rotors, sprays or drip) at each site per Exhibit B. Engineer will provide city with spreadsheet to document this information. Engineer will program all satellites with this information to start a base program for each satellite.
9. Engineer will be responsible for paying Shamrock Landscape and Sprinkler Guys for services described in this document. Engineer will provide Performance Bond for this project when Exhibits A and B as well as the contract have been accepted by the city and council.
10. The city will receive 2 years of NSN support with this contract. NSN support is available 24 hours per day every day of the year. The engineer will train city personnel on the operation and use of this system with help from a representative from TORO as needed. Training will take place on site and also may include additional web based training. Engineer will provide the city with a comprehensive operations manual as well as all operations manual files in electronic format.

Dan Poore
dpoores@midwestturf.net
402-669-4004 (Cell Phone #)

EXHIBIT B

PROJECT NAME
DATE

City of Rapid City Central Control System
3/5/2013



MODEL # & DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	BID LINE ITEM
1 Rapid City Staff Training	1	\$ 500.00	\$ 500.00	3
2 SGI5-1-T Sentinel Central Control Software	1	\$ 4,020.00	\$ 4,020.00	4
3 FCC License	1	\$ 600.00	\$ 600.00	4
4 ESB-MFB4605-Mast Antenna	2	\$ 580.00	\$ 1,160.00	4
5 ESB-CAB/M-50' Cable	2	\$ 124.00	\$ 248.00	4
6 ESB-BRACKET-FM2	2	\$ 60.00	\$ 120.00	
7 ESB-CTM/EN-WP1 CTM Dual Blue Heat	2	\$ 1,181.00	\$ 2,362.00	4
8 Irrigation Labor Mount Antenna & Cable	2	\$ 500.00	\$ 1,000.00	4
9 6152 Vantage Pro 2 Wireless Weather Station	2	\$ 900.00	\$ 1,800.00	5
10 6510 Weatherlink Data Logger	2	\$ 200.00	\$ 400.00	5
11 Mounting Tripod	2	\$ 100.00	\$ 200.00	
12 Irrigation Labor Weather station	2	\$ 500.00	\$ 1,000.00	5
13 Irrigation Labor to Install Satellites	13	\$ 300.00	\$ 3,900.00	6
14 Baseline AC Decoders (Founders/Memorial South)	70	\$ 109.00	\$ 7,630.00	6
15 Irrigation Labor Install Decoders	70	\$ 25.00	\$ 1,750.00	6
16 DBR Wire Splice & King Blue Wire Splice	132	\$ 2.66	\$ 351.12	6
ROOSEVELT PARK				
17 Sentinel 36 without Faceplate	1	\$ 2,393.00	\$ 2,393.00	7
18 Sentinel 12 without Faceplate	1	\$ 1,793.00	\$ 1,793.00	8
19 Sentinel 24 without Faceplate	1	\$ 2,059.00	\$ 2,059.00	9
20 Sentinel 24 without Faceplate	1	\$ 2,059.00	\$ 2,059.00	10
MEMORIAL PARK SOUTH				
21 TORO SENTINEL 2 WIRE Plastic Pedestal	1	\$ 3,899.00	\$ 3,899.00	12
FOUNDERS PARK				
22 TORO SENTINEL 2 WIRE Plastic Pedestal	1	\$ 3,899.00	\$ 3,899.00	15
SIOUX PARK				
23 Sentinel 36 without Faceplate	1	\$ 2,393.00	\$ 2,393.00	17 & 18
24 Sentinel 12 without Faceplate	1	\$ 1,793.00	\$ 1,793.00	19
25 Sentinel 48 without Faceplate	1	\$ 2,821.00	\$ 2,821.00	20
26 Sentinel 24 without Faceplate	1	\$ 2,059.00	\$ 2,059.00	21 & 22
CANTON LAKE PARK				
27 Sentinel 24 without Faceplate	1	\$ 2,059.00	\$ 2,059.00	24
28 Sentinel 24 without Faceplate	1	\$ 2,059.00	\$ 2,059.00	25
29 Sentinel 24 without Faceplate	1	\$ 2,059.00	\$ 2,059.00	26
30 SSHR HAND HELD RADIO	1	\$ -	\$ -	
			\$ 58,386.12	
ADDITIONAL EQUIPMENT TO BE PURCHASED				
31 MT VIEW CEMETERY				
32 TORO SENTINEL 2 WIRE Plastic Pedestal	1	\$ 3,899.00	\$ 3,899.00	
33 TORO SENTINEL 2 WIRE Wall Mount	1	\$ 3,571.00	\$ 3,571.00	
34 BASELINE DECODERS	114	\$ 109.00	\$ 12,426.00	
35 DBR Wire Splice & King Blue Wire Splice	228	\$ 2.66	\$ 606.48	
36 Irrigation Labor Install Decoders	114	\$ 25.00	\$ 2,850.00	
37 Irrigation Labor to Install Satellites	2	\$ 300.00	\$ 600.00	
38 ESB-CAB/M-50' Cable	1	\$ 124.00	\$ 124.00	
39 ESB-BRACKET-FM2	1	\$ 60.00	\$ 60.00	
40 ESB-CTM/EN-WP1 CTM Dual Blue Heat	1	\$ 1,181.00	\$ 1,181.00	
41 Irrigation Labor Mount Antenna & Cable	1	\$ 500.00	\$ 500.00	
42 SSHR HAND HELD RADIO	2	\$ 1,225.00	\$ 2,450.00	
43 PERFORMANCE BOND	1	\$ 2,000.00	\$ 2,000.00	
			\$ 30,267.48	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Gilder Insurance Corp. 1515 Wynkoop Street Suite 200 Denver CO 80202	CONTACT NAME: Client Manager	
	PHONE (A/C. No. Ext): 303-837-8500	FAX (A/C. No): 303-831-5295
E-MAIL ADDRESS: certificate@vgic.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Co		0
INSURER B: Continental Casualty Company,		
INSURER C: Trumbull Insurance Company		27120
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 1863898239** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5M Max Annual Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			59UENOC2262	3/1/2013	3/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			59UENOC2261	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			L4012404382	3/1/2013	3/1/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	59WEOC2260	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured includes: Pattlen Enterprises, Inc. dba Midwest Turf & Irrigation and LL Johnson Distributing Co., OBG, LLLP, Pattlen Properties LLLP, and James L. Johnson, LLC

CERTIFICATE HOLDER **CANCELLATION**

City of Rapid City 300-6th Street Rapid City SD 57701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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