

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: Mayor Alan Hanks and City Council Members

From: Jerry Cole, Director 
Department of Parks and Recreation

Randy Lyons
Landscape Designer
(605) 394-5225

Subject: Authorize staff to advertise for bids for Wilderness
Park Playground Project No. PR08-6004

Date: November 4, 2009

Jeri Taton
Administrative
Assistant
(605) 394-5225

The Department of Parks and Recreation is requesting authorization to advertise for bids for the Wilderness Park Playground project; the Advertising Authority form is attached for your review.

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

We intend to make improvements in Wilderness Park which is located at 514 City Springs Road. The cost of these improvements is estimated at \$103,000 and will include replacement of deteriorated playground equipment, adding sidewalks, trails, a basketball court and irrigation.

Doug Lowe
Recreation Manager
(605) 394-6161

The Base Bid for this project covers the renovation of the existing playground at Wilderness Park which includes site preparation, concrete sidewalks and playground edging, play equipment and safety surfacing, landscaping and site amenities such as benches and trash receptacles. Bid Alternates include:

Duncan Olney
Aquatics Manager
(605) 394-5223

- #1 Basketball court
- #2 Aggregate pathway, and
- #3 Irrigation

Funding for this project is available in the Parks and Recreation CIP Fund and the 2012 Playground Equipment Fund.

If you have any questions, please contact me at your convenience.

ADVERTISING AUTHORITY

This form must be completed and approved by the City Finance Office prior to presenting items to the City Council and/or Committees of the City Council. This covers all items which require formal bids, currently anything over \$25,000 (except emergency and repair costs)

I. PROJECT ID NO.: PR08-6004
 II. PROJECT NAME: Wilderness Park Playground Project No. PR08-6004
 III. Project/Item(s) Description: Renovation of existing playground in Wilderness Park

IV. BID LETTING DATE: December 8, 2009

V. (If applicable) Grant No.: _____
 Funding Source: Parks and Recreation CIP & 2012 Playground Funds
 Estimated Completion Date: 14-May-10
 Estimated Grant Receipt Date: _____

VI. ESTIMATED COST OF PROJECT/ITEM(S) \$ \$103,000

VII. BASIS OF PAYMENT Assessed Non-Assessed
 Single Payment Partial Payment

VIII. DISBURSEMENT SCHEDULE

Date	Amount	Amount	Amount	Amount	Amount
	\$	\$	\$	\$	\$
as invoiced	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

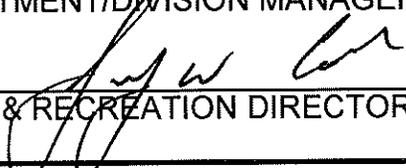
IX. APPROPRIATION DATA

Fund 505 ~~505~~ 0107
 Department 8912 125
 Line Item 4372 \$75,000 4372 \$28,000

X. DEPARTMENT/DIVISION:

Project Manager: Randy Lyons Date 11/4/2009

DEPARTMENT/DIVISION MANAGER Signature _____ Date _____

PARKS & RECREATION DIRECTOR Signature  Date 11-4-09

FINANCE OFFICE USE ONLY			Approved		Copy
	Date	Initial	Yes	No	
Appropriation Cash Flow	<u>11/4/09</u>	<u>RL</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Investment Desk
					Public Works
					Engineering Project Manager



CITY OF RAPID CITY
RAPID CITY, SOUTH DAKOTA

**WILDERNESS PARK PLAYGROUND
PROJECT NO.PR08-6004**

BID OPENING DATE & TIME

December 8, 2009

2:00 P.M.

PROJECT MANAGER

Randy Lyons, Landscape Designer
Rapid City Department of Parks and Recreation
Landscape Architecture
(605) 394-5225

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SECTION 1
NOTICE FOR BIDS FOR THE FOLLOWING ITEMS

Notice is hereby given that sealed bids for furnishing materials, equipment, labor, and performing all the work for the construction of

WILDERNESS PARK PLAYGROUND
PROJECT NO. PR08-6004

In accordance with the specifications prepared by the Engineering Services, bids will be received by the Council of the City of Rapid City, Rapid City, South Dakota, until 2:00 P.M., December 8, 2009, and then opened and read. Bids shall be filed at Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota 57701.

The sealed bid envelope shall contain only one (1) Bidder's Proposal and shall be marked with the words:

“Sealed Bid: Wilderness Park Playground – Project No. PR08-6004”

Each proposal must contain a certified check, cashier's check, or draft for five percent (5%) of the amount of the bid. Such check shall be certified or issued by either a State or National Bank and payable to the City of Rapid City, Rapid City, South Dakota, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, and such bond to be issued by a surety authorized to do business in this state and payable to the City of Rapid City, Rapid City, South Dakota, as a guarantee of the Bidder entering into a contract for the construction of the work and furnishing of a 100 percent performance bond. After this has been accomplished, the Bidder's check or bid bond will be returned, and the checks or bonds of all unsuccessful bidders will be returned upon thirty (30) days after the bids have been opened.

Plans and specifications are on file in the office of the City Finance Officer and may be obtained at the Parks and Recreation Office, 125 Waterloo Street, Rapid City, South Dakota, upon payment of Zero and No/100 Dollars (-\$0.00-) for each set. Deposits are refundable in full if plans and specifications are returned or postmarked within five (5) working days after bid opening. Plans and specifications returned after the 5-day deadline will be ineligible for deposit refund.

Payment for the work will be made to the Contractor, by check, within a reasonable time after the completion of the contracted work, receipt of a signed voucher, and approval by the Council. Payment shall be made in accordance with Section 2.15 of the Contract.

The City reserves the right to reject any or all bids or to waive all informalities and to accept the bid that is to the advantage of and is in the best interest of the City of Rapid City.

James F. Preston
City Finance Officer

**SECTION 2
INFORMATION AND INSTRUCTIONS TO BIDDERS**

2.1 PROPOSAL REQUIREMENTS

All proposals must be made on the forms provided in the bound copy of the Specifications and Contract Stipulations hereto attached. All proposals must be legibly written in ink, with all prices given in words and figures. The written words shall govern. No alterations in proposals or in the printed forms will be permitted by erasures or interlineation. Each proposal, in its bound form as furnished by the City, shall be enclosed in a sealed envelope, addressed to the City Finance Officer, Rapid City, South Dakota, and endorsed on the outside with the Bidder's name and with the words:

"Sealed Bid: Wilderness Park Playground – Project No. PR08-6004"

and filed at the Owner's office at Rapid City prior to the hour set for opening of the bids. Proposals shall be strictly in accordance with the prescribed forms. Proposals carrying riders for qualifications of the bids as submitted may be rejected. The proposals shall be based on the Contractor furnishing all of the necessary labor, tools, materials, and equipment to fully construct the work in accordance with the detailed plans and specifications covering the work.

The Bidder may attach a substitute Bid Schedule printed by a computer in lieu of completing the bound Bidder's Proposal in ink. All of the provisions of this section must be fully complied with, with the exception that the unit bid prices on a computer-printed substitute Bidder's Proposal need not be written in words. If a substitute Bidder's Proposal is used, it shall be attached to the back side of the last page of the bound Bidder's Proposal. Such computer-printed substitute Bidder's Proposal shall include at least the following at the top of each page:

- A. Letting Date
- B. Project Name and Number
- C. Type of Work
- D. Bidder's Name and Address

The substitute computer-printed Bidder's Proposal shall have column headings that include the Line Number, Item Description, Unit Designation, Approximate Quantity, Unit Bid Price, and Amount Bid for each item. The Total or Gross Sum Bid shall be printed below the last bid item, with the Bidder's name, signature in ink, and title at the end of the Bidder's Proposal. The signature on the substitute computer-printed Bidder's Proposal shall be the same as that on the bound proposal or the same as one of the authorized signatures in the bound proposal. The Total or Gross Sum bid shall also be written in ink in the space provided on the bound Bidder's Proposal. In case of a discrepancy between the line number, bid item description, and/or quantity shown in the bound proposal and the substitute computer-printed Bidder's Proposal, the bid item description and the quantity shown on the bound proposal shall govern over extended prices.

The page size and size of printed characters on the substitute Bidder's Proposal shall be approximately the same as the bound Bidder's Proposal. Solid lines for separating columns and line numbers need not be printed. Columns may be arranged either vertically or horizontally on the substitute Bidder's Proposal. Pages must be arranged and numbered approximately the same as those contained in the bound proposal. Any irregularities which are not waived by the Council as a technicality will result in rejection of the bid.

For Corporate bidders, the Council will require evidence of the Corporate authority by resolution or affidavit of a Corporate office, such affidavit showing the corporate delegation of authority for a signature on the form Authorizing Signature of Substitute Bidder's Proposal when it is other than authorized Corporate Officer. This must be attached to the proposal.

Each proposal for this contract shall, as a guarantee of good faith on the part of the Bidder, be accompanied by a certified check or cashier's check or draft for five percent (5%) of the amount of the bid, such check to be certified or issued by either a state or national bank and payable to the City of Rapid City, South Dakota, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, such bond to be issued by a surety authorized to do business in this State, payable to the City of Rapid City, South Dakota, as a guarantee of the Bidder entering into a contract for the construction of the work and furnishing of a 100 percent Performance Bond.

The proposal guarantee shall be made payable, without conditions, to the City of Rapid City. The check will be retained by, and forfeited to, said Owner if such proposal is accepted and the contract awarded and the Bidder fails to enter into the prescribed contract and furnish the specified bond within ten (10) days after the award is made by the Owner.

Each proposal must be signed in ink by the Bidder with his full name and full address. In the case of a firm, the name and residence of each member must be inserted and, in case the proposal is submitted by or in behalf of a Corporation, it must be signed in the name of such Corporation by an official authorized to bind the Bidder. The Bidder should include his phone number, FAX number, e-mail address and South Dakota Sales & Use Tax License Number in the spaces provided.

No Bidder may submit more than one proposal. Two or more proposals under different names will not be received from one firm or association.

2.2 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation shall be in writing and addressed to the City Project Manager, 125 Waterloo Street, Rapid City, South Dakota, 57701, or by e-mail at randy.lyons@rcgov.org and must be received at least three (3) days prior to the date fixed for the opening of bids in order for the City Project Manner to give it appropriate consideration. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be made to all prospective bidders by one of the following methods, by First Class Mail to the address furnished by the prospective bidder, by personal delivery to the prospective bidder, by facsimile to the number provided by the prospective bidder, or by electronic mail to the

address furnished by the prospective bidder. All addenda so issued shall become part of the contract documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from the requirement that its bid, as submitted, be consistent with any such addendum or interpretation.

2.3 TIME OF COMPLETION

The time of completion of the work is of vital importance, and the Contractor will be required to complete the work within the time stipulated in the Proposal. It will be necessary for the Bidder to satisfy the Owner of his ability to execute the work within the stipulated time.

2.4 MODIFICATION OF BIDS

No modification of bids already submitted will be considered unless such modifications are received prior to the hour set for opening. Telegraphic modifications will be rejected unless they conform to SDCL 5-18-8 and are confirmed in writing over signature of the Bidder within forty-eight (48) hours of the time set.

2.5 WITHDRAWAL OF BID

A Bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted. Proposals may be withdrawn by letter, telegraphic communication, or in person before the time specified in the advertised notice. No Bidder may withdraw a proposal after the date and hour set for bid opening as noted in the advertised notice.

2.6 QUALIFICATIONS OF BIDDERS

To demonstrate that the Bidder has the financial responsibility, experience, capacity, ability, and integrity to perform the work in accordance with the contract documents, each Bidder must be prepared to submit, within five (5) days of Owner's request, written evidence of data as may be requested by the Owner. The following elements will be considered to determine the lowest responsible bid:

Whether the Bidder involved:

- maintains a permanent place of business;
- has adequate plant and equipment to do the work properly and expeditiously;
- has suitable financial status to meet obligations incidental to the work;
- has appropriate technical experience in the areas required by the work; and/or
- has been declared non-responsive by Council action.

No Bidder will be acceptable if he is engaged in any other work which impairs his ability to meet all requirements herein stipulated.

2.7 REJECTION OF BIDS

The Owner reserves the right to the extent allowed by law to award the work as is most advantageous to the City or reject any or all bids.

2.8 RETURN OF PROPOSAL GUARANTEE

The bid check or bond may be retained for a period not to exceed 30 days, pending the approval and award of contract by the Owner. The check or bond of the successful Bidder which has been retained will be returned when the Contractor to whom the contract has been awarded has furnished and filed the necessary number of signed contracts and bonds with the Owner and when the executed contract and bond have been approved by the Owner as to final execution.

2.9 BOND REQUIREMENTS

The Contractor to whom the work is awarded will be required to give a Surety Bond to the City, executed by a reliable and accredited Surety authorized to do business in the State of South Dakota, acceptable to the Council, signed by an "Attorney in Fact" of residence in South Dakota, and in an amount equal to the total of the contract as a guarantee of the full performance and completion of the contract and payment of all labor and all material bills. The bond shall be in the form provided.

A Warranty Bond, or other equivalent surety, in an amount equivalent to ten percent (10) of the total cost of the project shall be provided to the City to secure the warranty for a period of two years prior to final payment.

2.10 BOUND COPY OF CONTRACT DOCUMENT

None of the Notice for Bids, Instructions to Bidders, Proposal, Insurance, Performance Bond, Special Provisions, Special Conditions, Detailed Specifications, or Addenda shall be removed from the bound copy of the Contract Documents prior to filing same.

2.11 CONTRACT AWARD

Award of the contract will be to the lowest responsible bidder. Owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bid amount written in words shall take precedence over bid amount written in numbers.

In bid evaluation, Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid forms, but the Owner may accept them in any order or combination.

Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, financial ability, and technical expertise of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the Owner's satisfaction.

If the contract is to be awarded, it will be awarded to the bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

If the contract is to be awarded, Owner will give the successful bidder a Notice of Award within thirty (30) days after the day of the bid opening.

The Owner reserves the right to cancel the award of any contract at any time before the complete execution of said contract by all parties without any liability against the Owner.

No contract or other contract documents shall be executed until the proposal and qualifications of bidders have been examined, the Bidder has provided his South Dakota Sales & Use Tax License Number and the award of the Contract is authorized by the Owner. No such document shall be effective until it has been approved by the Owner as to final execution.

2.12 CONTRACT SPECIFICATIONS

Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (2007 Edition), as currently revised, and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.

2.13 EXAMINATION OF PROJECT SITE

The Contractor shall be responsible for examination of the site of the project. This includes the soil and water conditions to be encountered, improvements and private property to be protected, disposal sites for surplus material other than sites designated, and as to methods of ingress and egress to private properties and methods of handling traffic during construction of the entire project.

2.14 INSURANCE INFORMATION

Without limiting any of the other obligations or liabilities of the Contractor and until the work is completed and accepted by the Owner, the Contractor shall provide and maintain minimum insurance coverages in accordance with requirements as shown in Section 3 - Insurance Requirements.

The Contractor's insurance carrier or agent shall complete and deliver two (2) copies of the required insurance documents to the City in sufficient time to allow for review and approval by the City Attorney prior to the actual start of work by the Contractor. The City of Rapid City

shall be listed as an additional insured and shall be given thirty (30) days written notice of cancellation or change to the policy. If work is to extend beyond the expiration date of coverages, the Contractor shall submit renewal forms for approval by the City Attorney.

2.15 BASIS OF PAYMENT

Method of payment for the work will be as outlined in Sections 2.15, 2.16 and 2.17. Method of payment under this contract will be as checked below:

- (a) Partial Payments Project **XXXXX**
- (b) Single Payment Project

2.16 PAYMENT FOR MATERIALS ON SITE

Consideration of partial or full payments of materials on site (Section 2.15) within this contract will be as indicated and checked below:

- (a) Yes - Payments will be considered
- (b) No - Payments will not be considered **XXXXX**

No payment on stockpiled materials as specified herein shall be made on fuel, hardware (bolts, plates, etc.), supplies, form lumber, false work, perishable materials, or on temporary structures of any kind which will not become an integral part of the finished construction nor on items when unit bid prices are obviously unbalanced as compared to the Engineer's estimated unit prices prepared prior to the letting.

No payment shall be made on stockpiled material until it has been tested and approved for use.

All material for which an allowance is requested shall be stored in an approved manner in areas where damage from floodwaters is not likely to occur. If, at any time, stored materials are lost or become damaged by floods or in any other manner the Contractor will be responsible for repair and replacement of such damaged materials. If payment has been made prior to such damage, the amount so allowed, or a proportionate part thereof, shall be deducted from the next partial payment and withheld until satisfactory repairs or replacements have been made.

Progress payments for stockpiled materials will be made on the basis of the quantities determined by actual measurement as placed in storage in accordance with the stipulations in these specifications and percentages of Contract unit prices listed.

2.17 USE TAX LIABILITY

The Contractor shall be liable to pay the use tax on tangible personal property that is supplied by the City to the Contractor for performance of the Contractor. The value of said personal property is estimated to be **\$0.00**, which value shall be used for determining the Contractor's liability for tax. The Contractor shall be liable to pay all Federal, State, County, or local taxes required for labor and/or materials included in this Contract.

2.18 EXCISE TAX LIABILITY

The Contractor or Subcontractors shall be liable for payment of any state excise tax required for realty improvements under SDCL 10-46A-1 or SDCL 10-46B-1. In order to assist the contractor in determining their tax liabilities, the City has made the following determination:

(a) This project **is not** a qualifying utility project and is subject to the excise tax described in SDCL 10-46A-1

XXXXX

(b) This project **is** a qualifying utility project and is subject to the alternate contractor's excise tax of SDCL 10-46B-1

2.19 RESIDENTIAL PREFERENCE

A contract let by the City for any public work or improvement of any character shall be to the lowest responsible bidder. However, a South Dakota bidder shall be allowed a preference on a contract against the bid of any bidder from any other state which enforces or has a preference for resident bidders. The amount of the preference given to the resident bidder shall be equal to the preference in the other state.

2.20 NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work described in these Bidding Documents obligate the Contractor and Subcontractors to be non-discriminatory in their employment practices.

2.21 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

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.

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 telephone no. (605) 394-4110.

2.22 DRAINAGE FEES, BUILDING PERMITS AND TAXES

The Contractor shall obtain all applicable permits associated with the project. Building Permit Fees and Drainage Basin Fees shall be borne by the owner. All other fees, taxes and costs shall be borne by the Contractor.

**SECTION 3
INSURANCE REQUIREMENTS**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

Section 3

Insurance Requirements constituting part of the Contract/Lease between the City of Rapid City and: _____

Date: _____

Without Limiting any of the other obligations or liabilities of the Lessee/Contractor, the Lessee/Contractor shall maintain, until work is completed and accepted by the City, Minimum insurance coverages, or a combination thereof, (Umbrella), as follows:

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY				GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> XCU				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$100,000
					EL DISEASE-POLICY LIMIT \$500,000
					EL DISEASE-EA EMPLOYEE \$100,000

OTHER **ANY ENDORSEMENTS RESTRICTING COVERAGE MUST BE SHOWN**

****CLAIMS MADE LIABILITY IS NOT ACCEPTABLE****

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Contractor shall, before commencing work under this contract, attach to each copy of the executed contract a copy of Certificate of Insurance completed by their insurance carrier or agent, certifying that minimum insurance coverage as required above are in effect and will not be canceled or changed until thirty (30) days written notice is given to the City Attorney of the City of Rapid City.

Said Certificate shall state the CITY OF RAPID CITY is included as ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED:
CITY OF RAPID CITY
300 SIXTH STREET
RAPID CITY, SD 57701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**SECTION 4
BIDDER'S PROPOSAL
FOR
FURNISHING LABOR AND MATERIALS
FOR THE CONSTRUCTION OF

WILDERNESS PARK PLAYGROUND
PROJECT NO. PR08-6004**

PLACE: City Finance Office in City/School Administration Center
Rapid City, South Dakota

DATE & TIME: December 8, 2009 at 2:00 P.M.

TO: Rapid City Council
Rapid City, South Dakota

Council Members:

In compliance with your invitation for bids to furnish all necessary labor, tools, materials, and equipment to construct complete in all detail,

**WILDERNESS PARK PLAYGROUND
514 City Springs Road, Rapid City, SD
PROJECT NO. PR08-6004**

complete and ready for use as shown on the detailed plans and specifications as prepared by the Engineering Services and now on file in the Office of the City Finance Officer, Rapid City, South Dakota, the undersigned Bidder:

- (1) A Corporation organized and existing under the laws of the State of _____.
- (2) A Partnership consisting of _____.
- (3) An Individual trading as _____.
- Of the City of _____, State of _____.

Having examined the detailed plans and specifications and contract with bond hereto attached, and being fully advised of the materials to be furnished and the work to be done in the construction of said

**WILDERNESS PARK PLAYGROUND
PROJECT NO. PR08-6004**

does hereby propose to furnish all necessary labor, tools, materials, and equipment and do all the work as specified to fully complete said work as shown by said plans and specifications, and as shown in said Bidder's Proposal.

The within Bidder's Proposal is based upon conditions and stipulations within the Contract Documents and shall be considered a part of this Contract as if written herein at length.

All work shall be completed by May 14, 2010. Liquidated damages, as specified in the Standard Specifications, will be charged for failure to complete the project on or before the completion date.

The contract award will be based on the lowest bid price arrived at in accordance with the Bid Schedule set forth above.

List of Subcontractors:

Earthwork: _____
Concrete: _____
Irrigation: _____
Landscape: _____
Electrical: _____

The said Bidder further agrees and states that he has read the advertisement calling for bids, has studied the Contract Documents, is familiar with the terms and conditions stipulated therein, agrees to enter into the attached Contract, and acknowledges the receipt of the following Addenda:

Addenda No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

Name of Company
(Party of the Second Part)

Authorized Representative
(Please Print)

Authorized Signature Date

Title _____

Address _____

Phone No. _____

FAX No. _____

E-Mail _____

SD Sales & Use Tax License No. _____

BIDDER'S PROPOSAL
Wilderness Park Playground
PR08-6004
LET: November 18, 2009

ITEM NO.	DESCRIPTION OF ITEM - BASE BID	UNIT	QTY	UNIT PRICE IN WORDS	UNIT COST	EXTENDED COST
1	Mobilization	LS	1.00			
2	Bonds and Insurance	LS	1.00			
3	Permits	LS	1.00			
4	Construction Staking	LS	1.00			
5	Testing	LS	1.00			
6	Demolition - <i>to be completed by owner</i>	LS	1.00			
7	Site Work - <i>excavation, site preparation, grading, drainage, erosion control</i>	LS	1.00			
8	Concrete Flatwork- <i>sidewalk and playground edge</i>	LS	1.00			
9	Playground - <i>play equipment and safety surfacing</i>	LS	1.00			
10	Landscaping - <i>trees, shrubs, perennials, seed, soil amendments</i>	LS	1.00			
11	Site Amenities - <i>benches and trash receptacles</i>	LS	1.00			

BIDDER'S PROPOSAL
Wilderness Park Playground
PR08-6004

LET: November 18, 2009

ITEM NO.	DESCRIPTION OF ITEM - BASE BID	UNIT	QTY	UNIT PRICE IN WORDS	UNIT COST	EXTENDED COST
TOTAL (WORDS AND FIGURES)						
	DESCRIPTION OF ITEM - ALTERNATES					
1	Basketball Court - <i>site work, court surface, fence, sidewalks, hoops, landscaping</i>	LS	1.00			
2	Aggregate Pathway - <i>site work, aggregate</i>	LS	1.00			
3	Irrigation	LS	1.00			
TOTAL (WORDS AND FIGURES)						

 Name of Company

 Authorized Representative (Please Print)

 Authorized Signature

 Date

**SECTION 5
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF RAPID CITY**

THIS AGREEMENT, made this _____ day of _____, 2009, by and between _____ (Contractor), hereinafter called the Party of the Second Part, and the City of Rapid City, South Dakota, hereinafter called the Party of the First Part, WITNESSETH: That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as described in the specifications for the project

**WILDERNESS PARK PLAYGROUND
PROJECT NO. PR08-6004**

prepared by the Parks and Recreation Department of Rapid City, South Dakota, and shall do everything required by this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications, Detailed Plans, General Conditions, and Standard Specifications which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO.

DATED

ARTICLE 2. TIME OF COMPLETION

All work shall be completed by May 14, 2010. Liquidated damages, as specified in the Standard Specifications, will be charged for failure to complete the project on or before the completion date as specified in the Contract Documents. Requests for time extensions shall be made in writing to the Engineer as soon as possible before the project completion date. All time extensions will be issued by the Owner through the Project Manager and will be granted only for good cause beyond the control of the Contract.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

_____ XX/100 Dollars

(\$ _____)

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the test work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner. The Contractor must complete and return a proper City voucher, and payment will be made on said voucher as soon as possible after approval by the Council.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Instructions to Bidders, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: The City of Rapid City, South Dakota, Party of the First Part, its Council having duly approved this Contract, has caused this Contract to be executed in its behalf by its Mayor, thereunto duly authorized, attested thereto by its Finance Officer and has hereto attached its corporate seal this _____ day of _____, 2009.

THE CITY OF RAPID CITY, SOUTH DAKOTA

BY _____
ALAN HANKS, MAYOR
Party of the First Part

ATTEST _____
JAMES F. PRESTON
City Finance Officer

NAME OF COMPANY
Party of the Second Part

BY _____
NAME OF REPRESENTATIVE
Authorized Representative

TITLE

(SEAL)

DATE _____

ADDRESS _____

**SECTION 6
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, a SURETY COMPANY with General Offices in _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of South Dakota as Surety, are held and firmly bound unto the CITY OF RAPID CITY, SOUTH DAKOTA, in the penal sum of _____ (\$_____), lawful money of the United States, in payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____, 2009.

WHEREAS, said Principal has entered into a written contract with the Obligee dated _____, 2009 for **Wilderness Park Playground - Project No. PR08-6004** in accordance with the detailed plans and specifications on file in the offices of the City Finance Officer of said City, a copy of which contract is attached hereto and made a part hereof.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said contract and each and every covenant, condition, and part thereof and shall carry out all obligations resting upon said Principal by the terms of said contract, specifications, and detailed plans; and if the said Principal shall pay to said City all sums due or which may become due by the terms of said contract, as well as by reason of any violations thereof by said Principal; and if said Principal shall promptly pay, or cause to be paid, all labor bills, including the hire, rental, or lease of equipment or machinery and the operators thereof used on the work and all bills for 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 subcontract or otherwise; and if said Principal shall protect and save harmless said City from all loss, damages, and expense to life or property suffered or sustained by any person, firm, or corporation, caused by said Principal 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 and protecting the same, or from any act or omission of the said Principal or his agents, servants, or employees; and if the said Principal shall protect and save harmless said City from all suits and claims of infringement or alleged infringement of patent rights or processes; and if, for and during a period of two (2) years from and immediately following the completion of said Contract and the acceptance thereof by said City, the said Principal shall pay, or cause to be paid, to said City all damage, loss, and expense which may occur to the said City by reason of defective materials used or by reason of defective workmanship done in the furnishing of materials for and the construction of the said work and compliance with SDCL 5-21-3 and SDCL 10-46-5, if applicable; and if said Principal shall save and hold harmless said City from all damages, loss, and expense occasioned by any failure whatsoever of the said Principal, then this obligation shall be null and void; otherwise to be and remain in full force and effect in law.

If the Principal shall fail or neglect to pay any person, firm, or corporation for labor bills, including the hire, rental, or lease of equipment or machinery, and the operators thereof, used on the work or materials employed or used by said Principal in carrying forward, performing, and completing said Contract within thirty (30) days after the same becomes due and payable, such persons, firms, or corporations entitled to such pay may sue and recover on this bond form said sureties or either of them the amount so due and unpaid them.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition by the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, the day and year first above written.

BY: _____

SURETY COMPANY

(SEAL) BY: _____
ATTORNEY-IN-FACT

(Accompany this Bond with Attorney-in-fact's authority from the company.)

This Bond and surety approved this _____ day of _____, 2009.