

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

Date: July 3, 2012

**Project Name & Number:** Meadowbrook Golf Course Study, Ten Year Capital Improvement/Maintenance Plan, and Bunker Improvements Phase One  
Project No. PR12-6101 **CIP #:** 50938

**Project Description:** To provide professional services for planning, design, bidding and construction administration.

**Consultant:** Gill Design, Inc

<b>Original Contract Amount:</b> \$59,350	<b>Original Contract Date:</b> July 16, 2012	<b>Original Completion Date:</b> Nov. 1, 2013
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**Addendum No:**

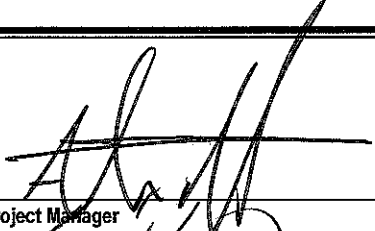
**Amendment Description:**


<b>Current Contract Amount:</b> _____	<b>Current Completion Date:</b> _____
<b>Change Requested:</b> _____	
<b>New Contract Amount:</b> _____ \$0.00	<b>New Completion Date:</b> _____

**Funding Source This Request:**

Amount	Dept.	Line Item	Fund	Comments
\$389,515.00	8912	4223	505	Meadowbrook Golf Course Improvements
<b>Total</b>				

### Agreement Review & Approvals

  
 \_\_\_\_\_  
 Project Manager 7/3/12  
Date

  
 \_\_\_\_\_  
 Interim Department Director 7/3/12  
Date

  
 \_\_\_\_\_  
 City Attorney 7-3-12  
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:

**FINANCE OFFICE USE ONLY**

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

Date	Initials	Approved
7/3/12	[Signature]	(Y) N
Cash Flow		Y N



**STANDARD AGREEMENT**  
CITY OF RAPID CITY, SD  
PARKS AND RECREATION DEPARTMENT

**Agreement Between the City of Rapid City and Gill Design Inc, for Planning, Design, and Construction Administration Professional Services for Meadowbrook Golf Course Ten Year Capital Improvement/Maintenance Plan and Bunker Improvements Phase One, Project No. PR12-6101 / CIP No. 50938.**

AGREEMENT made \_\_\_\_\_, 2012, between the City of Rapid City, SD and Gill Design Inc, located at 122 North 2<sup>nd</sup> Street, River Falls, WI 54022. The City intends to obtain professional services for a Study, Ten Year Capital Improvement/Maintenance Plan, Design, Bidding, and Construction Administration for the Meadowbrook Golf Course, Project No. PR12-6101, CIP No. 50938. The scope of services is as described in Exhibits A and B.

The City and the Consultant/Contractor agree as follows:

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

**Section 1 – Basic Services of Consultant/Contractor**

**1.1 General**

- 1.1.1 The Consultant/Contractor shall perform professional services described in this agreement, which include customary professional services. The Consultant/Contractor 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 the Consultant/Contractor for the City are rendered on the basis of experience and qualifications and represent the Contractor/Consultant's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of the Consultant/Contractor as licensed to practice in South Dakota, as applicable.
- 1.1.3 All documents including drawings and specifications provided or furnished by the Consultant/Contractor pursuant to this Agreement are instruments of service in respect of the Project and the Consultant/Contractor shall retain an ownership therein.

## **1.2 Scope of Work**

The Consultant/Contractor 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 the City**

The City will provide any information in its possession for the Project at no cost to the Consultant/Contractor.

## **Section 3 – Notice to Proceed**

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

## **Section 4 – Mutual Covenants**

### **4.1 General**

- 4.1.1 The Consultant/Contractor shall not sublet or assign any part of the work under this agreement without the written authority of the City.
- 4.1.2 The City and the Consultant/Contractor 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 Consultant/Contractor.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Consultant/Contractor 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 Consultant/Contractor shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Consultant/Contractor errors and and/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 satisfactory completed and accepted plans or parts thereof be revised, the Consultant/Contractor 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 Consultant/Contractor, 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 Consultant/Contractor. 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 the 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 progresses, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. The Consultant/Contractor 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 Consultant/Contractor and (b) by the Consultant/Contractor for cause upon seven days written notice to the City. If the City terminates the agreement without cause, the Consultant/Contractor 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 Consultant/Contractor to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Consultant/Contractor shall be liable to the City for any additional cost to the extent directly resulting from the Consultant/Contractor's actions.

- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Consultant/Contractor involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. The Consultant/Contractor'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 Consultant/Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant/Contractor'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 the Consultant/Contractor. 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 Consultant/Contractor if the City becomes aware of any fault or default in the Project or nonconformance with the Project documents.
- 4.1.16 Unless otherwise provided in this agreement, the Consultant/Contractor and any of their sub-consultants or sub-contractors 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 the Consultant/Contractor's services, the Consultant/Contractor 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 the Consultant/Contractor 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 Consultant/Contractor, nor their sub-consultants and/or sub-contractors, 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 Consultant/Contractor, nor their Consultants and/or subcontractors, 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 The Consultant/Contractor 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 The City of Rapid City Non-Discrimination 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 the 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.

The Consultant/Contractor 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 sub-consultants, sub-contractors, or suppliers.

## **Section 5 – Payments to the Consultant/Contractor**

### **5.1 Schedule of Pay Rates**

The City will pay the Consultant/Contractor for services rendered or authorized extra work according to the Consultant/Contractor's hourly rate schedule (See Exhibit C).

### **5.2 Fee**

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$59,350 unless the scope of the Project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Consultant/Contractor shall complete the Project 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. The Consultant/Contractor 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 Consultant/Contractor based on the work completed during the month at the rates established in Section 5.1 and approved by the City.

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

## **Section 6 – Completion of Services**

The Consultant/Contractor shall complete services on or before November 1, 2013 based on an award date of July 16, 2012.

## **Section 7 – Insurance Requirements**

### **7.1 Insurance Required**

The Consultant/Contractor shall secure the insurance specified below. The insurance shall be issued by an 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 Consultant/Contractor will provide the City with at least 30 days notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Consultant/Contractor agrees to hold the City harmless from any liability, including

additional premium due because of the Consultant/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 Consultant/Contractor and their sub-consultants or sub-contractors interests, and assumes no liability therefore. The Consultant/Contractor will hold the City harmless from any liability, including additional premium due because of the Consultant/Contractor'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 form 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, non-owned, 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.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Consultant/Contractor or their sub-consultants and sub-contractors, in the amount of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage shall be maintained for at least three years after final completion of services.



**Section 8 – Hold Harmless**

The Consultant/Contractor hereby agrees to hold the City harmless from any and all claims of 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 Consultant/Contractor and/or their employees or agents arising out of the professional services described in the agreement.

**Section 9 – Independent Business**

The parties agree that the Consultant/Contractor operates an independent business and is contracting to do work according to their 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 Consultant/Contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Consultant/Contractor is inclusive of any use, excise income or any other tax arising out of this agreement.

**Section 10 – Indemnification**

If this Project involves construction and the Consultant/Contractor does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, the City agrees to indemnify and hold harmless the Consultant/Contractor from any liability arising from the construction activities undertaken for this Project, except to the extent such liability is caused by the Consultant/Contractor's negligence.

**Section 11 – 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, 7<sup>th</sup> Judicial Circuit, and Pennington County.

**Section 12 – Severability**

Any unreasonable provision 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 13 – 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 Consultant/Contractor or their 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.

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

**City of Rapid City:**

**Consultant/Contractor:**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CONSULTING/CONTRACTING FIRM

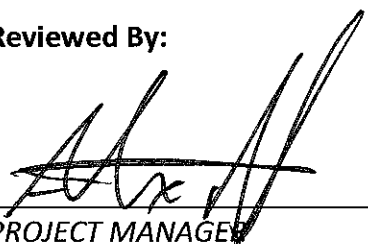
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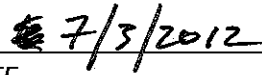
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DATE

ATTEST:

\_\_\_\_\_  
FINANCE OFFICER

**Reviewed By:**

  
\_\_\_\_\_  
PROJECT MANAGER

  
\_\_\_\_\_  
DATE

**City's Designated Project Representative:**

**Consulting/Contracting Firm's Designated Project Representative:**

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

NAME \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

**Exhibit A**  
**Scope of Services**

Professional services consist of seven tasks: Study, Plan Report, Preliminary Design Services, Final Design Services, Bidding Services, Basic Construction Services, and Expanded Construction Services.

**Task 1 – Study**

This task will assess and evaluate the existing course conditions and identify areas of concern of throughout the course.

- 1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. This startup meeting shall incorporate a course tour with staff and the Golf Course Steering Committee, if one is developed. The consultant shall prepare an agenda, take minutes, and distribute minutes of the meeting and tour.
- 1.2 Review current and previous golf course plans and relevant background information. The City will supply documentation as requested.
- 1.3 The Study shall generally consist of the following documents:

A. Study

Conduct a study which evaluates the overall existing conditions of the golf course and provide a written and graphic assessment report. The report shall assess all existing course features and components, including but not limited to bunkers, irrigations, tees/greens, cart paths, vegetation, etc., as they relate to playability, maintenance, and aesthetics. The study shall address all major and minor areas of concern for the course in its entirety, including the practice facility, and also hole by hole. The study shall also address areas of concern that relate to equipment and course maintenance and operations.

B. Maps/Drawings

The study shall incorporate maps, into the report, that identify the areas of concern. The study maps shall include:

- Individual hole maps, 1 through 18, with annotation
  - As-built GPS/CAD drawings of the course that show the existing features, aerial photo, and all areas of concern.
- 1.4 Attend submittal review meeting with City staff, if necessary.
  - 1.5 Attend Public Works and Council meetings as necessary.

**Task 2 – Ten Year Capital Improvement & Maintenance Plan Report**

This task will identify course improvements for the areas of concern addressed in the study and include cost analysis breakdowns.

2.1 The Plan Report shall generally consist of the following documents:

A. Ten Year Capital Improvement Plan

Prepare a Plan report of short and long term improvements that address the areas of concern outlined in the Golf Course Study. The report shall include a Prioritized Phase Plan for all recommended improvement projects. Report shall outline an initial year of construction, anticipated length, and estimated costs, for all components of improvement projects. The consultant shall provide a brief, but detailed reasoning for all recommendations.

B. Maintenance Plan

A section of the report shall be the Maintenance plan, which addresses a priority list of equipment and maintenance related issues that need to be improved or added. The consultant shall provide a brief, but detailed reasoning for all recommendations.

C. Plan Maps/Drawings

The Plan shall include an existing conditions course map and a course master plan of the recommended improvements. Individual hole maps shall be included that detail and annotate recommended improvements. An "As-Built" drawing of the course shall be included within this report.

D. Cost Estimates

The plan shall include an analysis of all costs associated any proposed or recommended improvements to the course and maintenance equipment. The analysis shall separate course improvements and maintenance improvements, if applicable. Cost estimates shall identify and compare current maintenance costs and post improvement maintenance costs of the course.

2.2 Attend submittal review meeting with City staff, if necessary meeting can be combined with Task 1 Submittal and Task 3 Kickoff Conference.

2.3 Attend Public Works and Council meetings as necessary.

**Task 3 – Preliminary Design Services (65%) – Phase One Bunker Design**

This task consists of all services necessary to take the top priority improvement project identified in Task 2 through the preliminary design submittal stage, and may include the following itemized services.

- 3.1 Kick-off Conference: The consultant shall meet with City Staff and the Golf Steering Committee to present the findings of the Study and Capital Improvement/Maintenance Plan and to detail project concept and scope for the phase one improvements. The consultant shall prepare an agenda, take minutes, and distribute minutes.
- 3.2 Perform site surveys sufficient for design plan preparation. Survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates.
- 3.3 Prepare preliminary opinion of probable construction costs for the project.

- 3.4 Prepare preliminary plans for phase one improvement sheets including locations of existing features, utilities, vegetation, and irrigation systems.
- 3.5 Attend submittal review with City staff, if necessary.
- 3.6 Attend Public Works and Council Meetings as necessary.

#### **Task 4 – Final Design Services (100%) – Phase One Bunker Design**

This task consists of all services necessary to take the top priority improvement project from Task 3 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

- 4.1 Address City comments from the Task 3 review and finalize Preliminary Study, Plans, and Phase One Construction Documents.
- 4.2 Incorporate Erosion and Sediment Control items.
- 4.3 Provide Erosion and Sediment Control Plans, and include the appropriate bid items in the bidders proposal if more than one acre is disturbed. If less than one acre is disturbed, the contractor shall provide an Erosion and Sediment Control Plan and a bid item for “Erosion and Sediment Control Plan” shall be included in the bidders proposal.
- 4.4 Provide three (3) copies and a PDF version of the finalized Project Study – Task 1 and Plan Reports – Task 2
- 4.5 Provide three (3) copies and a PDF version of the Final Design Services Submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City’s project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.
- 4.6 Address 100% submittal staff comments as necessary.
- 4.7 Provide complete plans and specifications for a unit price construction contract. Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards.
- 4.8 Plan documents shall adhere to current City of Rapid City guidelines.
- 4.9 Staking information shall include either of the following formats:  
On the Plans
  - Station offsets for all items of work requiring field staking.
  - In tabular form on a plan sheet (schedule)
  - Coordinates and description of inter-visible control points.
  - Coordinates of all items of work requiring field staking.
  - Benchmark information shall be provided on each sheet.
- 4.10 If desiring exceptions from City requirements of specifications, it is the Consultant’s responsibility to request and secure exceptions. Failure by the City to comment on a nonconforming item during a review does not constitute the granting of an exception.
- 4.11 Identify permits that will be required for the Contractor. Identify permit costs and indicate if any permit costs are paid for directly by the owner or if it is a Contractor cost. Typically all permits costs are the Contractor’s obligation.
- 4.12 Prepare final “Consultant’s Estimate” of probable construction costs for the project.

- 4.13 Deliver the following:
- Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Consultant's Estimate or probable construction cost to the City of Rapid City's project manager for City distribution.
  - Provide complete plans on CD with AutoCAD Release 2008 or newer format.
  - Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on a hard copy printout.
  - Provide complete specifications and contract documents on CD in Microsoft Word XP or previous version.
  - Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City "Consultant's Estimate" form.
  - Provide Consultant's Estimate of probable construction costs as a component of this submittal.
- 4.14 All submittals (drawings and specifications) believed by the Consultant of Record to be final, shall contain a Certification Statement of Conformance with City Standards which shall read, "I (insert Consultant of Record's name) certify that I have read and understand the provisions contained in the City of Rapid City Standard Specifications for Public Works Construction, current edition and the City of Rapid City's adopted Design Criteria Manuals. The drawings and specifications contained here within, to the best of my knowledge, were prepared in accordance with these documents or a properly executed exception to the Standard Specifications and/or Infrastructure Design Criteria Manual has been secured." This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance with City Specifications" shall be signed and dated by the Consultant of Record.
- 4.15 Consultant shall obtain an administrative design exception for draft criteria manual requirements.
- 4.16 The City will submit plans and specifications to the Department of Environment and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

### **Task 5 – Bidding Services**

This task consists of all services necessary of the administration of the Bidding Services of the top priority improvement project identified in Task 2, and may include the following itemized services.

- 5.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- 5.2 Provide one hard copy and a PDF version of final plans, stamped and signed by a Professional Landscape Architect for printing and distribution.
- 5.3 Arrange and conduct a Pre-Bid Conference. Record attendance and minutes and distribute copies to all attendees.

- 5.4 Prepare and issue addenda to the bid documents as required.
- 5.5 Attend Public Works Committee and Council Meetings as required.
- 5.6 Review Bidder's Proposals and review and sign the City Bid Tab, prepare an award recommendation letter to the City of Rapid City project manager, and sign a City Award Summary.
- 5.7 Review construction contract documents and other submittals from the contractor and submit to the City of Rapid City project manager for distribution to City Attorney for approval and signatures of the Mayor and Finance Officer.

#### **Task 6 – Basic Construction Administration/Management 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.

- 6.1 Prepare Notice to Proceed for City of Rapid City project manager signature and distribution to contractor for execution.
- 6.2 Arrange and conduct a Pre-Construction conference including agenda. Record minutes and distribute to all attendees.
- 6.3 Provide written clarification regarding drawing and specification questions.
- 6.4 Provide recommendations to address changed or unknown conditions that may appear during construction.
- 6.5 Review and take action on shop drawings, product submittals, test results, and other submittals.
- 6.6 Review "As-Built" plans and specifications, by contractor. "As-Built" plans and specifications shall be submitted as a hard copy and on CD compatible with AutoCAD 2008 or newer format. Submit to the Parks and Recreation Department within 30 days of project completion. In the event that the City did not issue a "Notice to Proceed" for Task 5 Services, then the City shall forward construction record documents for preparing the "As-Built" plans and specifications.

#### **Task 7 – Expanded Construction Administration/Management Services**

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

- 7.1 Mark Removal limits of appropriate items.
- 7.2 Prepare Public Service Announcements (P.S.A.'s) for the Parks and Recreation Department. Parks and Recreation will be responsible for distribution to all local media. Copies of P.S.A.'s shall be distributed one week prior to start of work or change in operations that may significantly affect the public.
- 7.3 Arrange and conduct appropriate progress meetings, or conference calls. Record minutes and distribute to all attendees.
- 7.4 Provide periodic on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications.

- 7.5 Prepare progress reports. A record of activity will be maintained by the consultant including weather conditions, construction progress, deviations from the plans and specifications, work preformed, quantities installed and any other pertinent information.
- 7.6 Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 7.7 Review soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 7.8 Review assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 7.9 Prepare and submit monthly pay request information.
- 7.10 Prepare change orders, and extra work orders for contractor on City of Rapid City forms and make recommendations for their approval or denial.
- 7.11 Prepare and submit project completion punch list items to the Contractor and the Parks and Recreation Department and oversee its completion.
- 7.12 Prepare and submit a construction close out checklist indicating compliance with Standard Specifications and acceptance of the various project components. The Consultant is responsible for coordinating completion of the checklist items with the contractor.
- 7.13 Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 7.14 Prepare a letter to SDDENR notifying them of project completion.
- 7.15 Ensure Contractor's two-year warranty surety is provided to the City of Rapid City either within the performance bond or as a separate bond.
- 7.16 Assist the City in addressing and communicating warranty items with the Contractor that may arise during the City's two year warranty period.

### **Project Team, Meetings, and Submittals Summary**

- 8.1 Project Team Members will include:
  - The Consultant
  - Parks and Recreation Staff
  - Golf Course Staff
  - City Engineering Staff
- 8.2 Meetings requiring the Consultant's Participation will likely include, but may not be limited to the following:
  - Kick off Meetings Tasks 1 and 3.
  - Submittal review meeting, Task 1 – Study
  - Submittal review meeting, Task 2 – Capital Improvement/Maintenance Plan



- Submittal review meeting, Task 3 – Preliminary Design Services (65%) – Phase One Bunker Design
- Private Utility coordination meeting, Task 4, if required.
- Submittal review meeting, Task 4 - 100% Plans, Specifications, and Contract Documents review (this submittal is made when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost documents are complete).
- Pre-Bid Conference, Task 5
- Pre-Construction Conference, Task 6
- Construction Progress Meetings, as necessary, Task 7
- Committee and Council Meetings, as necessary

\*Meetings may be combined as necessary.

### 8.3 Submittals include:

- Kick-off Meeting Minutes, Tasks 1 and 3.
- Final Study submittal including meeting minutes, Task 1. Final reports shall be bound utilizing a comb binder or equal.
- Final Capital Improvement/Maintenance Plan submittal including meeting minutes, Task 2. Final reports shall be bound utilizing a comb binder or equal.
- 65% plans and specifications submittal review, including meeting minutes, Task 3
- 100% complete plans, specifications, contract documents, and opinion of probable construction cost submittal, including meeting minutes, Task 4.
- Final submittal of bid documents including complete plans, specifications, contract documents and Consultant's Estimate of probable construction cost, Task 5
- Pre-Bid conference meeting minutes, Task 5
- Bid Tab and award recommendation, Task 5
- Pre-Construction conference meeting minutes, Task 6
- Shop Drawing submittal reviews, Task 6
- "As-Built" plans and specifications, Task 6
- Progress meeting minutes, Task 7
- Observation reports, Task 7
- Erosion and Sediment Control Plan inspection reports, Task 7
- Project completion "Punch List", Task 6
- "Construction Project Close-Out Checklist", Task 7
- Letter of certification of project completion, Task 7

\*The Preliminary Review and Final Submittals for Task 1, Task 2, and Task 3 may be combined.

The consultant shall allow 15 working days for City review of the Preliminary Study and Plan Reports, 65% review submittal, and the 100% complete plans; specifications; contract documents; and opinion of probable construction cost Contract Documents submittal.

## Exhibit B

Task	Fee Computation			Not to Exceed Cost
	Est. Hours	Rate (composite)	Sub-total	
Task 1: Study				\$12,200
Site Visit, Course Documentation & Meeting	30	\$100	\$3,000	
GPS Mapping (includes golf course features map and irrigation as-built system map	\$50	\$100	\$5,000	
Existing Golf Course Conditions Study	20	\$100	\$2,000	
Expenses (estimated)	est. 3 days - 2 trips		\$2,200	
Task 2: Ten Year Capital Improvement & Maintenance Plan Development				\$17,750
Golf Course Assessment & Draft Plan Preparation	60	\$100	\$6,000	
Irrigation Assessment, Cost Estimate, & Recommendations	25	\$100	\$2,500	
10 Year Plan Preparation, CAD Documentation & Cost Estimates	30	\$100	\$3,000	
Maintenance Plan, Leasing Evaluation & Cost Estimates	30	\$100	\$3,000	
Final Report	20	\$100	\$2,000	
Expenses (estimated)	est. 2 days - 1 trip		\$1,250	
Task 3: Preliminary Design Services (65%) – Phase One Bunker Design				\$8,000
Preliminary Bunker Renovation Plan	50	\$100	\$5,000	
Prioritized Phased Development Plan	30	\$100	\$3,000	
Task 4: Final Design Services (100%) – Phase One Bunker Design				\$7,000
Phase 1 Final Development Plan	20	\$100	\$2,000	
Construction / Contract Documents	50	\$100	\$5,000	
Task 5: Bidding Services				\$2,200
Bid Services & Consultation	10	\$100	\$1,000	
Pre-Bid Meeting	2	\$100	\$200	
Expenses (estimated)	est. 1 day - 1 trip		\$1,000	
Task 6: Basic Construction Administration/Management Services				\$2,000
Task 6 Services & Consultation	8	\$100	\$800	
Pre-Construction Meeting	2	\$100	\$200	
Expenses (estimated)	est. 1 day - 1 trip		\$1,000	
Task 7: Expanded Construction Administration/Management Services				\$10,200
Task 7 Services & Consultation	12	\$100	\$1,200	
Site Observation	30	\$100	\$3,000	
Expenses (estimated)	est. 6 days - 6 trips		\$6,000	
Total				\$59,350

**Exhibit C**  
Hourly Rate Schedule

Principal:	\$165/hour
Design Associate:	\$135/hour
Technician:	\$95/hour
Secretarial/Clerical:	\$65/hour
Sub-Contract Consultants:	At cost
Travel (meals, lodging, airfare):	At cost
Mileage:	Allowable Federal Rate
Printing/Reproductions:	At cost