Agreement between City of Rapid City and Tallgrass Landscape Architecture
For Professional Design Services
Project No. PR21-6180

AGREEMENT made _______________, 2021, between the City of Rapid City, SD (City) and Tallgrass Landscape Architecture, LLC (Consultant), located at 413 North 4th Street, Custer, South Dakota 57730. City intends to obtain professional design and engineering services for the City’s Dinosaur Park Accessibility Improvements, Project No. PR21-6180. The scope of services is as described within this document and as further described in Exhibits A and B (attached).

The City and the Consultant agree as follows:

The Consultant shall provide professional design and engineering services for the City in all phases of the Project and as further defined in Exhibits A and B (attached), serve as the City’s professional engineering representative for the Project, and give professional design and engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Consultant

1.1 General

1.1.1 The Consultant shall perform professional services described in this agreement, which include customary design and engineering services. Consultant 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 Consultant for the City are rendered on the basis of experience and qualifications and represent Consultant’s professional judgment.

1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer or professional Landscape Architect licensed to practice in South Dakota.

1.1.3 All documents including Drawings and Specifications provided or furnished by Consultant pursuant to this Agreement are instruments of service in respect of the Project and Consultant 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 Consultant 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.
1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

1.2 Scope of Work

The Consultant 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 Exhibit A) in accordance with the schedule laid out in Exhibit E.

Section 2—Information Provided by City

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

Section 3—Notice to Proceed

The City will issue a written notification to the Consultant to proceed with the work. The Consultant shall not start work prior to receipt of the written notice. The Consultant 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 Consultant 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 Consultant 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.

4.1.4 This agreement constitutes the entire agreement between the City and the Consultant 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 shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Consultant’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 Consultant 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, 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. 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. Consultant 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 and (b) by the Consultant for cause upon seven days’ written notice to the City. If the City terminates the agreement without cause, the Consultant 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 to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Consultant shall be liable to the City for any additional cost to the extent directly resulting from Consultant's action.
4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Consultant involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Consultant’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 in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant’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 subcontractors 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 Consultant. 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 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 Consultant and the Consultant’s sub-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 Consultant’s services, Consultant 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 Consultant 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, nor its sub-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 Consultant, nor its sub-consultants, shall hold the other liable for any claim based upon, arising out of, or in 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 Consultant 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 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 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.

Consultant 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 Consultant

5.1 Schedule of Pay Rates

The City will pay the Consultant for services rendered or authorized extra work according to the Consultant’s hourly and reimbursable rate schedule described in Exhibit C.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $160,346.50 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Consultant 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 Consultant based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

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

Section 6—Completion of Services

The Consultant shall complete services on or before December 31, 2021 based on award date of _____________________, 2021.

Section 7—Insurance Requirements

7.1 Insurance Required

The Consultant 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. Consultant’s proof of insurance is attached as Exhibit D.
7.2 Cancellation

The Consultart 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 Consultant, its sub-consultants or subcontractors interests, and assumes no liability therefore. The Consultant will hold the City harmless from any liability, including additional premium due, because of the Consultant'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 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 may be provided. Claims-made coverage shall continue through the term of this Agreement, and Consultant shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of 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. The policy shall name the City and its representatives as an additional insured.

7.4.4 Professional liability insurance providing coverage for claims arising from the negligent acts, errors or omissions of the Consultant or its consultants, 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 the services. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Consultant shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

Section 8—Hold Harmless

The Consultant 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 Consultant and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Consultant 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 Consultant shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Consultant 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 Consultant 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, City agrees to indemnify and hold harmless Consultant from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Consultant'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, 7th Judicial Circuit, Pennington County.

Section 12-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 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, 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.

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:  Consultant:

Steve Allender, MAYOR  Matt Fridell, LANDSCAPE ARCHITECT

DATE: ______________________  DATE: MAY 4, 2021

ATTEST:

Pauline Sumption, FINANCE DIRECTOR
Reviewed By:

Melissa Petersen, PROJECT MANAGER

DATE: 5/4/21

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Melissa Petersen
PHONE: 394-4175 / 430-2021
EMAIL: melissa.petersen@rcgov.org

CONSULTANT FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Matthew D. Founder
PHONE: 605-673-3147
EMAIL: matth3@coopercar.com
Exhibit A – Scope of Services

Tallgrass Landscape Architecture, LLC
413 North 4th Street
Custer SD, 57730
o. 605.673.3167
info@tallgrasslandscapearchitecture.com
www.tallgrasslandscapearchitecture.com

Exhibit A: Task List

Dinosaur Park Accessibility Improvements   PROJECT NO. PR21-6180

Consultant responsibilities include creating and distributing agendas and minutes for all
meetings. Agendas shall be distributed a minimum of 2 working days prior to the meetings and
minutes shall be distributed a maximum of 3 working days after the meeting.

1. TASK 1 - PRELIMINARY DESIGN SERVICES

1.1. Kick-off Conference: meet with City staff to detail project concept and scope.
1.2. Review and Gather Background Information
1.3. Perform Site Survey
   1.3.1. Set Control Points
   1.3.2. Boundary Survey
   1.3.3. Topographic Survey
       1.3.3.1. Utility Locations
   1.3.4. Calculate ROW Centerlines
   1.3.5. Convert Survey Data to State Plane Coordinates
1.4. Site Inventory and Analysis: Perform Site Inventory and Analysis including but not
limited to existing site conditions, opportunities and constraints, spatial organization of
features, vegetation, drainage, public and private utilities, condition of built features,
etc.
   1.4.1. Storm Water Analysis
   1.4.2. Structural Analysis
       1.4.2.1. Dinosaurs
       1.4.2.2. Walls and stairs
   1.4.3. Comparative Impact analysis over past 7 years, including changes in Dinosaur
           Sculptures, walls and stairs
   1.4.4. Bicycle trail
   1.4.5. Soil loss and Other Changes
1.5. Prepare for and conduct individual and public stakeholder meetings.
   1.5.1. Stakeholders may include Hiking Groups, Biking Groups, Skyline Drive
           Preservation, Inc., Dinosaur Park concessionaire, adjacent property owners, and
           general public to gather issues and opportunities at the park.
   1.5.2. Communications with State of SD Historic Preservation and Rapid City Historic
           Preservation
Exhibit A: Task List

1.6. Collaboration between Landscape Architects, Engineers, and Owner
    1.6.1. Regular project meetings
    1.6.2. Parks and Recreation Advisory Board Meetings
    1.6.3. City Council Meetings

1.7. Conceptual Design Submittal: Conceptual Design Report; Using City Infrastructure Design Criteria Manuals as applicable, include project-specific design criteria and standards, including ADA requirements. Submit 3 copies and a PDF of each of the following:
    1.7.1. Site Inventory Analysis and Report
    1.7.2. Stakeholder meeting Analysis and Report
    1.7.3. Historic Preservation Analysis and Report
    1.7.4. Conceptual Structural Analysis and Report
    1.7.5. Conceptual Electrical Analysis and Report
    1.7.6. Conceptual Storm Sewer Analysis and Report
    1.7.7. Site analysis
    1.7.8. Design assumptions, sections and references
        1.7.8.1. Survey
        1.7.8.2. Storm sewer
        1.7.8.3. Pavement sections
        1.7.8.4. Reference design resources
    1.7.9. Opinion of Probable Cost based on City's standard bid items and appropriate contingency item allowance.

1.7.10. Conceptual Design Drawings using City of Rapid City Drafting Standards
    1.7.10.1. Cover sheet with index
    1.7.10.2. Survey control sheet
    1.7.10.3. Anticipated traffic control phasing and erosion control measures
        1.7.10.3.1. Erosion control
    1.7.10.4. Conceptual Demolition Plan
    1.7.10.5. Utility Plan
        1.7.10.5.1. Electrical service
        1.7.10.5.2. Storm Sewer
    1.7.10.6. Property Layout and Land Ownership as relevant
    1.7.10.7. Plan and Profile sheets as appropriate for the project type
        1.7.10.7.1. ADA path sections and elevations
        1.7.10.7.2. Conceptual Grading plan
        1.7.10.7.3. Special features
        1.7.10.7.4. Planting and revegetation Plan
        1.7.10.7.5. Wayfinding and Interpretive Plan/Environmental Graphics

1.8. Submittal Review Meeting with City Staff

1.9. Project Management
    1.9.1. Communications between design team members
    1.9.2. Communications with City Staff
2. **FINAL DESIGN SERVICES**

All services necessary to take project from Task 1 through Final Design Services: Based on Concept Design review by City of Rapid City, Public Input meetings, and Historic Preservation Determinations and established budget:

2.1. Address City Staff Comments from Task 1
2.2. Prepare Project Design Report. Final project design report includes:
   2.2.1. SWPPP / Stormwater narrative
   2.2.2. Erosion and sediment control measures and specifications
   2.2.3. Traffic control plan
   2.2.4. Project sequence of implementation
   2.2.5. Utility conflicts and resolutions
   2.2.6. Specifications to Rapid City Standard Specifications
   2.2.7. Any exceptions requested.
2.3. Prepare Construction Documents: Prepare and submit complete plans, specifications, contract documents and opinion of probable construction cost to City project manager for review.
   2.3.1. Submittal Review
      2.3.1.1. Address all staff comments as necessary.
   2.3.2. Permitting
      2.3.2.1. Prepare any and all permits with exhibits the City will need to execute for the project;
      2.3.2.2. Identify permits required for the Contractor, including costs;
      2.3.2.3. Submit any required paperwork to DENR or other jurisdictional bodies.
   2.3.3. Prepare Final estimate of probable construction costs using unit prices
2.3.4. Final Submittal
   2.3.4.1. Provide complete plans in formats required
2.4. Project Management
   2.4.1. Communications/Collaboration between design team members and Owner / Project Meetings
   2.4.2. Attend Public Works and Council meetings as necessary
   2.4.3. Communications with City Staff
   2.4.4. Meeting agendas and minutes
   2.4.5. Work plan, scheduling, etc.

3. **BIDDING SERVICES**

3.1. This task consists of all services necessary for the administration of the Bidding Services of the project and may include the following itemized services:
Exhibit A: Task List

3.1.1. Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.

3.1.2. Consultant shall proof print quality at printers before full production of copies are made.

3.1.3. Arrange and conduct a Pre-bid Conference, prepare an agenda and record attendance and minutes.

3.1.4. Distribute minute copies to only Consultant and City. An example of an agenda can be provided by City Project Manager.

3.1.5. Prepare and issue addenda to the bid documents as required.

3.2. Attend Public Works Committee and Council Meetings as required.

3.3. Review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City of Rapid City project manager.

3.4. Prepare “As Built” plans and specifications. A hard copy of “As Built” plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF’s and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2011, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. The Consultant will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Consultant is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultant is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following the Consultants receipt of City.

3.5. Markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the contract and the City has closed the contract.

3.6. All “As Built” plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, “I (insert Engineer of Record’s name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. 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” shall be signed and dated by the Engineer of Record.

4. TASK 4—BASIC CONSTRUCTION SERVICES

4.1. NOT INCLUDED AT THIS TIME.

5. TASK 5—EXPANDED CONSTRUCTION SERVICES

5.1. NOT INCLUDED AT THIS TIME.

6. PROJECT TEAM

6.1. The Consultant
Exhibit A: Task List

6.2. City Parks & Recreation staff
   6.2.1. Department Director
   6.2.2. Landscape Designer
   6.2.3. Parks Division Manager
   6.2.4. Parks Maintenance staff, as needed

6.3. City Engineering Division
   6.3.1. City Inspector, as needed
   6.3.2. Engineer

6.4. Operations Division staff
   6.4.1. Utility Maintenance Division (Service area and O&M related issues), as needed

7. CONSULTANT TEAM

7.1. The Consultant:
   7.1.1. Tallgrass Landscape Architecture
   7.1.2. PM: Matt Fridell 605.517.1899
   7.1.3. In Case of Emergency: Tanya Olson 605.440.2254

7.2. Subconsultant A: Survey + Civil Engineering
   7.2.1. AE2S
   7.2.2. Contact: Justin Huntley

7.3. Subconsultant B: Structural Engineering
   7.3.1. Albertson Engineering
   7.3.2. Contact: Jared Schippers

7.4. Subconsultant C: Electrical Engineering
   7.4.1. Skyline Engineering, ltd
   7.4.2. Contact: Jamie Stampe
Exhibit B – Fee Schedule: Summary

TALLGRASS
Landscape Architecture for the American West

Tallgrass Landscape Architecture, LLC
Landscape Architecture
www.tallgrasslandscapearchitecture.com
info@tallgrasslandscapearchitecture.com
605.517.1899
605.440.2254
413 North 4th Street
Custer, SD 57730

Exhibit B:
FEE SUMMARY for Dinosaur Park Accessibility Improvements PROJECT NO. PR21-6180

REFER TO THE ATTACHED SPREADSHEET FOR A COMPLETE SUMMARY

☐ TOTAL FEE: $160,346.50
  ☐ TASK 1: $67,530.00 (42% of total)
  ☐ TASK 2: $82,156.00 (51% of total)
  ☐ TASK 3: $10,660.50 (7% of total)

BY EACH CONSULTANT:
  ☐ TALLGRASS LANDSCAPE ARCHITECTURE TOTAL: $80,290.00
    ☐ TASK 1: $36,260.00
    ☐ TASK 2: $38,450.00
    ☐ TASK 3: $5,580.00
  ☐ ALBERTSON ENGINEERING TOTAL: $22,352.50
    ☐ TASK 1: $8,345.00
    ☐ TASK 2: $13,255.00
    ☐ TASK 3: $752.50
  ☐ AE2S: TOTAL: $38,269.00
    ☐ TASK 1: $15,790.00
    ☐ TASK 2: $19,581.00
    ☐ TASK 3: $2,898.00
  ☐ SKYLINE ENGINEERING TOTAL: $19,435.00
    ☐ TASK 1: $7,135.00
    ☐ TASK 2: $10,870.00
    ☐ TASK 3: $1,430.00
### Exhibit B – Fee Schedule: Itemized

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<tr>
<th>Service</th>
<th>Task Description</th>
<th>Task No</th>
<th>Raw Material/Plumbing</th>
<th>Sanitary Works/Plumbing</th>
<th>Site Work/Plumbing</th>
<th>Alterations/Plumbing</th>
<th>Addl. Services/Plumbing</th>
<th>Total Fee/Plumbing</th>
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<td>HVAC System Installation</td>
<td>installs and equips all mechanical systems as required</td>
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<tr>
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<td>Janitorial Services</td>
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<td>installs and equips security systems</td>
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<td>$68,000</td>
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**Total:** $708,000

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### Form: 109 Professional Services Agreement (04/13/2019)
# Exhibit C – Pay Rates

## Tallgrass Landscape Architecture, LLC

Tallgrass Landscape Architecture for the American West

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Fridell, PLA</td>
<td>Project Manager</td>
<td>$130.00</td>
</tr>
<tr>
<td>Tanya Olson, PLA</td>
<td>Principal LA</td>
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</tr>
<tr>
<td>Mike Bender, PLA</td>
<td>Sr. LA</td>
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<tr>
<td>Alex Bossert, PLA</td>
<td>LA 1</td>
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<tr>
<td>Rachel Drietz</td>
<td>LAIT</td>
<td>$75.00</td>
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### AE2S

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<thead>
<tr>
<th>Name</th>
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<tr>
<td>Dustin Dale, PE</td>
<td>Civil Engineer</td>
<td>$192.00</td>
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<tr>
<td>Justin Huntley, GISP</td>
<td>Project Engineer</td>
<td>$141.00</td>
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<tr>
<td>Rick Fox</td>
<td>Engineering Tech</td>
<td>$126.00</td>
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Staff Surveyor / TBD

### Albertson Engineering

<table>
<thead>
<tr>
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<th>Title</th>
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<tr>
<td>Mike Albertson, PE</td>
<td>Structural Engineer</td>
<td>$185.00</td>
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<tr>
<td>Jared Schippers, PE</td>
<td>Structural Engineer</td>
<td>$165.00</td>
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Staff

### Skyline Engineering Ltd

<table>
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<tr>
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<th>Title</th>
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</thead>
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<tr>
<td>Jamie Stampe, PE</td>
<td>Electrical Eng.</td>
<td>$170.00</td>
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<tr>
<td>Robert Galpin</td>
<td>Electric EIT</td>
<td>$125.00</td>
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<tr>
<td>Shane Deyo</td>
<td>CAD/BIM</td>
<td>$85.00</td>
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</tbody>
</table>

Tallgrass Landscape Architecture, LLC bills at the end of the month and at the conclusion of the work. Direct expenses of applicable sales tax, printing, and travel are charged at cost. We recommend an allowance to be reserved for these costs.
City of Rapid City
and its representatives
300 6th Street
Rapid City SD 57701

Account Information:

| Policy Holder Details | TALLGRASS LANDSCAPE ARCHITECTURE LLC |

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 242-1430
Fax: (866) 443-0112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

WLTR005
# Certificate of Liability Insurance

**Date (Printed)** 05/03/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 SUBROGATIONS 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.

**CONTACT**
- **NAME:**
- **PHONE:** (888) 342-1430
- **FAX:** (888) 443-6112

**ADDRESS:**
- **INSURANCE AFFORDING COVERAGE:**
- **Naic:**

**INSURED:**
- **TALLGRASS LANDSCAPE ARCHITECTURE LLC**
  - **25128 LITTLE ITALY RD**
  - **CUSTER SD 57749-7227**

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>AMOUNT/WAIV.</th>
<th>POLICY NUMBER</th>
<th>LIMIT</th>
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</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
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<td>65 68A TC2718</td>
<td>12/09/2021</td>
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<td>Additional Limits</td>
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<td>65 68A TC2718</td>
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<td>Aggregate Limit</td>
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<td>65 68A TC2718</td>
<td>12/09/2021</td>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10), Additional Remarks Schedule, may be attached if more space is required.**

Those unusual to the Insured’s Operations. Certificate holder is an additional insured on the Business Liability Coverage Form SS0000 attached to this policy.

**CERTIFICATE HOLDER**
- **City of Rapid City** and its representatives
  - **306 6th Street**
  - Rapid City SD 57701

**CANCELLATION**
- **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:**
  - **SueAnn, Carpenter**

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
Exhibit D – Professional Liability Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER
Holmes Murphy & Anderson, LLC
413 N. Olson Ave
Sioux Falls, SD 57109

INSURED
Tailgrass Landscape Architecture LLC
413 N 4th St.
Custer, SD 57730

COVERAGES
CERTIFICATE NUMBER: 53201476

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.

<table>
<thead>
<tr>
<th>INSURED</th>
<th>TYPE OF INSURANCE</th>
<th>INSURED NAME (POLICY NUMBER)</th>
<th>POLICY LIMIT</th>
<th>LIMIT PER OCCURRENCE</th>
<th>LIMIT PER PREMISES (EX ASSESSED)</th>
<th>LIMIT PER ACCIDENT</th>
<th>LIMIT PER OCCURRENCE</th>
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</tbody>
</table>

A

NURSES' COMPENSATION AND EMPLOYMENT LIABILITY

EACH OCCURRENCE | $334,000
| LIMIT PER ACCIDENT | $100,000
| LIMIT PER EMPLOYEE | $100,000
| LIMIT PER EMPLOYEE | $500,000

B

Professional Liability

(CLAIMS-MADE POLICY)

CLAIMS-MADE POLICY

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<tr>
<th>LIMIT PER OCCURRENCE</th>
<th>LIMIT PER ACCIDENT</th>
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</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$2,000,000</td>
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</table>

DESCRIPTION OF OPERATIONS/FACILITIES/VEHICLES (ACORD 141, Additional Remarks Schedule, may be added if more space is required)

For Informational Purposes Only

CERTIFICATE HOLDER

Tanya Olson
413 N 4th St.
Custer, SD 57730

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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51261476

FORM 109 Professional Services Agreement (09/12/2019)
## Exhibit E – Consultant Schedule

<table>
<thead>
<tr>
<th>DATE</th>
<th>MEETING / SUBMITTAL</th>
<th>WHO</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>JUN</td>
<td></td>
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<tr>
<td>3</td>
<td>Project Kick-Off Meeting</td>
<td>PROJECT TEAM</td>
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<tr>
<td>3</td>
<td>Onsite Meeting</td>
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<td>JUL</td>
<td>SD Hist. Preservation Coordination</td>
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<tr>
<td>8</td>
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<td>13</td>
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<tr>
<td>AUG</td>
<td>Stakeholder Meetings</td>
<td>TLA + Parks</td>
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<td>CONSULTANT TEAM</td>
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<tr>
<td>SEP</td>
<td>Conceptual/Preliminary Design Services Submittal</td>
<td>PROJECT TEAM</td>
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<td>3</td>
<td>OPEN HOUSE</td>
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<td>14</td>
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<td>30</td>
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<td>Bid Recommendation/Contractor Hired</td>
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<tr>
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<td>Project Construction 100% Complete</td>
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</table>

**HIGHLIGHT LEGEND:**
- PRIMARY MEETING DATE
- SUBMITTAL DATE
- FLOATING DATE NOT SET IN STONE