

# **REQUEST FOR PROPOSALS**

## **DOWNTOWN AREA ARCHITECTURAL SURVEY**

### **CITY OF RAPID CITY**

#### **Introduction**

The Rapid City Historic Preservation Commission (HPC), in conjunction with the State Historical Preservation Office (SHPO) and the South Dakota Office of History, is soliciting proposals for an architectural survey of a portion of the downtown area located in Rapid City, South Dakota. The survey area is generally bound by Omaha Street on the north, Fifth Street on the west, Saint Joseph Street on the south, and Maple Avenue on the east. A series of structures north of the alley between Quincy Street and Kansas City Street are also included.

#### **Project Description**

The Rapid City Commercial Historic District was originally nominated for National Register Listing in 1974. The amendment to increase the boundary to its current configuration was submitted in 1998. In the past several years, Rapid City's downtown area has seen significant public and private investment. A downtown master planning process is currently underway that will identify opportunity sites downtown, as well as recommendations for a range of development incentives.

The HPC proposes to focus the survey on the area east of 5th Street. A resurvey of the existing historic district is not included in the scope of work. Single family residential structures are not intended to be surveyed as part of this project. This downtown historic district survey will identify factors that can be used to guide preservation planning, and to encourage adaptive re-use of structures with historic significance as this area continues to develop. The proposed survey boundary is comprised of approximately 107 acres and contains approximately 55 resources, more or less, to survey. Refer to the attached map.

#### **Scope of Services Requested**

The project will have four major phases pertaining to the survey process:

**Task 1: Conduct Pre-field Research.** Follow the requirements for pre-field research and pursue dialogue with stakeholder/ public meetings prior to the start of the survey.

**Task 2: Perform Reconnaissance Level Survey.** For each property, the consultant will complete a "Historic Sites Survey Structure Form," and be accompanied by digital photos. Tablets or other technology may be used to gather data. An example of this form is attached and available at:

<http://history.sd.gov/Preservation/OtherServices/HistoricSitesSurvey.aspx>.

**Task 3a: Submit Inventory Form Data to Online Database.** Enter the information from the survey forms into the South Dakota SHPO Database. SHPO will make available the records of the properties to be added through an online user account. SHPO requires 30 days to review entries.

**Task 3b: Present Draft Report to the Neighborhood and Downtown stakeholders for Comments:**

**Task 4: Prepare a Final Survey Report.** A final report will include a cover sheet, abstract, table of contents, introductory page, survey report text, and attachments.

There are specific procedures and formats required for completion of tasks 1 – 4 of this project. These procedures are identified in the “South Dakota Historic Resource Manual, 2006” accessible at:

<http://history.sd.gov/Preservation/OtherServices/HSArchitecturalSurveyManual2006.pdf>

#### **Phase 4 Product Deliverables**

- One set of completed forms in hard copy
- 5 copies of the final survey report
- Digital photo submission shall comply with the “South Dakota Historic Resource Manual, 2006” specifications.
- Any additional maps, sketches, or slides used to complete the project

#### **Project Direction**

A kickoff meeting will be scheduled subsequent to the Notice to proceed with the selected consultant, the HPC, City staff, and the SHPO staff concerning research and specific instructions. In addition, Study Advisory Team meetings shall be scheduled to concur with task completion dates.

#### **Qualifications**

Proposals must demonstrate the consultant’s experience in conducting architectural surveys and knowledge of current state and federal guidelines. In compliance with 36 CFR part 61, preference for selection will be given to consultants who fulfill the Department of Interior’s “Historic Preservation Professional Qualification Standards” with regard to the following areas of expertise:

- Architectural History
- Historic Architecture
- Historic Preservation Planning
- Historic Preservation

The Secretary of the Interior’s Professional Qualification Standards are available from the National Park Service, U.S. Department of the Interior.

#### **Time Frame**

Bids and proposals shall be submitted no later than noon on **Tuesday, September 6, 2016**. The proposal shall include a timeline for the work. All products and the final invoice must be completed, submitted, and accepted by **April 14, 2017**.

The following is the anticipated schedule for consultant selection of this project. The City, at its discretion, may change this schedule:

Consultant Proposals Submitted	September 9
Finalists Selected	September 13
Interviews	September 23
Contract Negotiations Complete	September 30
Notice to Proceed	October 3

### Period for Performance

Detailed scheduling of the project will be negotiated during the contract negotiations (see attached) by the selected consultant and the City of Rapid City. The date for the initiation of the contract as well as overall contract performance period will be negotiated with the selected consultant based on the *tentative* time schedule listed below:

Notice to Proceed	October 3
Task 1 Due	On or before November 1
Task 2 Due	On or before December 1
Task 3a Due	January 16
Task 3b Due	On or before March 1
Task 4 Due	On or before March 20
Invoice delivered by	April 14

### General Instructions

#### Inquiries

Questions about this project may arise while preparing responses to this Request for Proposals. Inquiries are to be made in writing prior to **Thursday, August 25 at noon** and answers thereto will be mailed or emailed to all firms who have received the Request for Proposals. Please direct questions to:

Sarah Hanzel  
Community Planning and Development Services  
Division of Long Range Planning  
300 Sixth Street  
Rapid City, SD 57701  
(605) 391 - 4120  
(605) 394 - 6636 (fax)  
Email: sarah.hanzel@rcgov.org

All firms receiving a Request for Proposals shall identify a single contact person for receipt of responses and information from the City. Therefore, please provide a contact name, phone number, mailing address and email address to the City contact person listed above. The preferred method of receipt and distribution of information shall be e-mail.

#### Signature Requirements

Proposals must be signed by a duly authorized official of the Consultant. Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

#### Proposal Submission

For a consultant to be considered for this project the City of Rapid City Community Planning and Development Services must receive your proposal no later than **noon on Tuesday, September 6, 2016**. Any background information, experience, and descriptive examples of the consultant's work must be submitted with the proposal at the required time of submittal. Six (6) hard copies and one digital PDF version must be submitted to the City of Rapid City. Please direct proposal submittals to:

Sarah Hanzel  
Community Planning and Development Services  
300 Sixth Street  
Rapid City, SD 57701

#### Addenda and Supplements

In the event that it becomes necessary to revise any part of this Request for Proposals or if additional information is necessary to enable the consultant to make adequate interpretation of the provisions of the Request for Proposals, an addendum to the Request for Proposals will be provided to each consultant.

#### Tentative Payment Schedule

Payment will be made upon invoicing and completion of each task associated with the project and acceptance of the task by the City of Rapid City and the SHPO.

#### Rejection Rights

The City of Rapid City retains the right to reject all proposals and to re-solicit if deemed to be in their best interests. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer, attached to this Request for Proposals, for reference.

#### Cost of Proposal Preparation

No reimbursement will be made by the City or State or any other party to this agreement for any costs incurred prior to a formal Notice to Proceed under a contract.

#### Proposals to be in Effect

Each proposal shall state it is valid for a period of not less than forty five (45) days from the date of receipt.

#### Insurance

Any and all agreements resulting from this Request for Proposals shall require the successful consultant to provide and maintain professional liability insurance in compliance with all applicable State and Federal regulations and contraction provisions required by the Federal funding authority, including 49 CFR Part 31 or subsequent revisions of said federal regulations.

#### Taxes

The contract amount submitted by the consultant shall take into consideration the fact that the City of Rapid City is exempt from all state taxation, including state sales tax.

#### Selection Process

A study team will evaluate the proposals. Selection will be made by the Advisory Team in consideration of:

- The proposer's demonstrated understanding of the issues
- The proposer's qualifications based on the National Park Service's Professional Qualification Standards
- The proposer's applicable work experience
- The adequacy of the proposer's staff and facilities

#### Qualifications, Costs and Financial Data

Those submitting proposals will be evaluated according to the qualifications in terms of experience, the ability to perform and manage the work, the ability to work within a schedule, and within a fixed budget. The firm is asked to submit a description of prior work that is related

to the scope of work previously described. Particular emphasis will be placed on the qualifications of all staff involved in the project.

The contract for the scope of work will be based on a fee schedule with a not-to-exceed amount. Project fee and cost estimates are not considered binding evaluation criteria. Each firm submitting a proposal must provide a time and cost estimate for each task of the study based on the services enumerated and the assumed project time frame.

#### Non-discrimination/Americans with Disabilities Act

The successful consultant shall comply with the requirements of Title 49 CFR Part 21 and Title VI of the Civil Rights Act of 1964. The successful consultant shall submit upon request quarterly Title VI (civil rights) State of Contractor reports to the South Dakota Department of Transportation. The successful consultant shall provide services in compliance with the Americans with Disabilities Act of 1990.

#### Contract Provisions and Assurances

The contract must be in compliance with federal, state and local requirements applicable to such contracts.

#### Miscellaneous

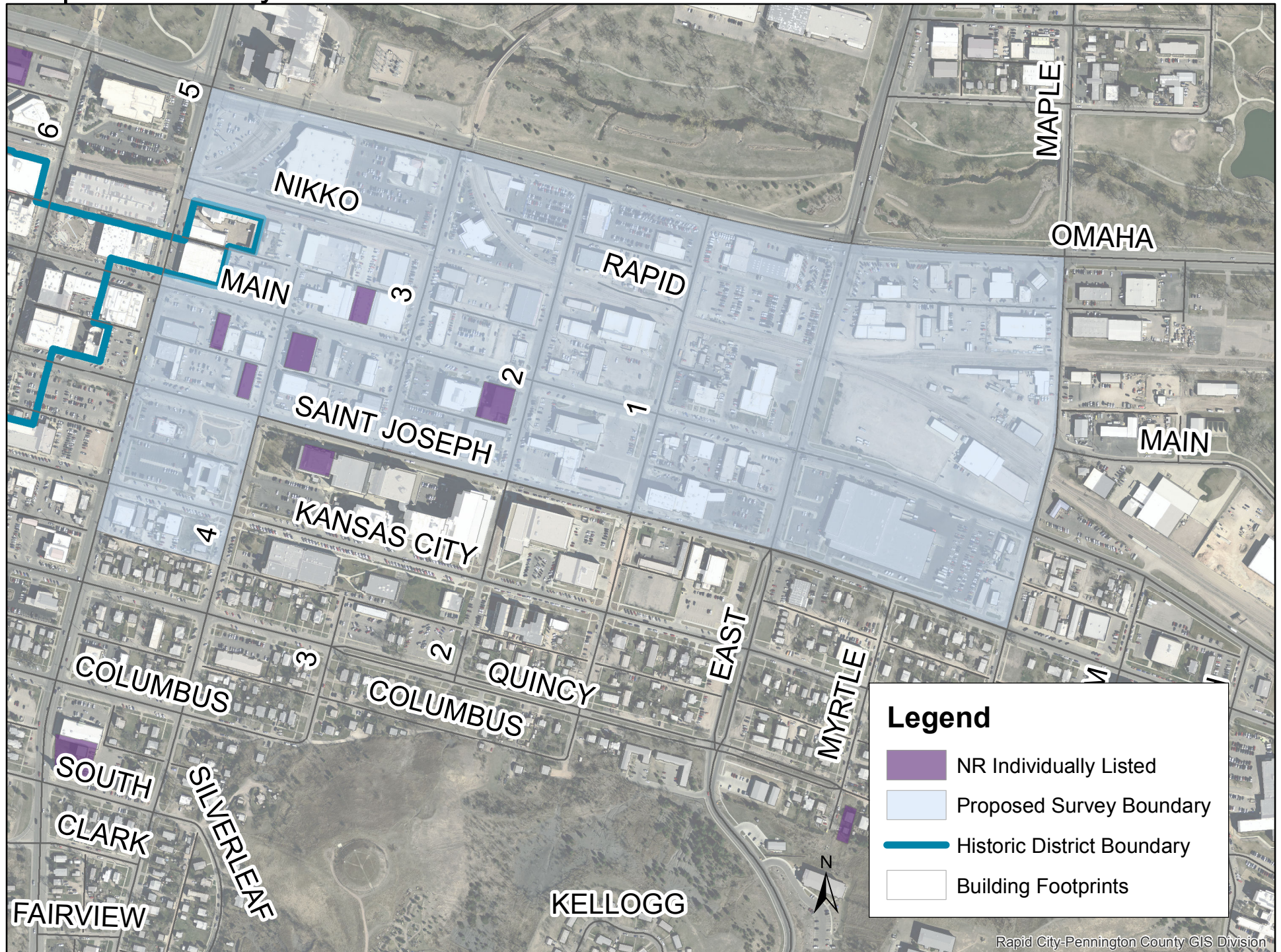
The City of Rapid City retains the right to amend the contract with the successful consultant to include other possible areas of concern with the project.

#### **SUMMARY**

All reports, surveys, plans and related data generated for the survey will be included in the final documents submitted to the City of Rapid City. The City will accept an invoice after final acceptance of all the products. The final survey will be the property of the City of Rapid City.



# Proposed Survey Area





# PROPOSAL EVALUATION FORM (25 Total Points Possible)

Project Name: \_\_\_\_\_

Interviewer: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

PROPOSAL EVALUATION CRITERIA	Scoring (Circle One)
<b>P1: Firm's Project Team - 25% of total</b>  <b>The evaluator should consider the following information when scoring this category:</b> <u>A.</u> Size of the contract as compared to the size or ability of the firm and its' associate firms and consultants as one team to handle the project; <u>B.</u> The education, experience, and qualifications of the personnel within the submitting firm as required by 36CFR part 61; <u>C.</u> Name, experience and past performance of person(s) to be assigned as project manager(s) and will have direct contact with City staff; <u>D.</u> Names of firm's key staff to be assigned to project with description of each person's experience and how it relates to this project's specific requirements; <u>E.</u> Ability to expand the firm's capabilities by working with other consultants or branch offices (if required)	<div style="background-color: #fde9d9; padding: 10px; min-height: 150px;">                     1   2   3   4   5   6   7   8   9   10                 </div>
<b>P2: Firm's Experience with Similar Projects and Other Relevant Agencies within the Past 5 Years – 20% of total</b>  <b>The evaluator should consider the following information when scoring this category:</b> <u>A.</u> A summary of similar work that has been done in-house over the past five years; <u>B.</u> Prior experience with other relevant agencies for the past five years such as other municipalities, the South Dakota SHPO, and local preservation commissions	<div style="background-color: #fde9d9; padding: 10px; min-height: 100px;">                     1   2   3   4   5   6   7   8   9   10                 </div>
<b>P3: Firm's Experience and Familiarity with South Dakota Historic Resource Manual, 2006 – 20% of total</b>  <b>The evaluator should consider the following information when scoring this category:</b> If the firm's familiarity with the 2006 South Dakota Historic Resource Manual specifications is limited, then the firm's familiarity with other municipalities' and agencies' shall be considered. <u>A.</u> Firm's staff's direct experience (in-house capability) with this type of project; <u>B.</u> Firm's familiarity with the Secretary of the Interior's Standards for Evaluation; <u>C.</u> Other information to consider would be the firm's experience, knowledge, and understanding of local historic preservation efforts	<div style="background-color: #fde9d9; padding: 10px; min-height: 100px;">                     1   2   3   4   5   6   7   8   9   10                 </div>

1 = Fails to meet the expectations of the reviewer in this category  
 10 = Fully meets the expectation of the reviewer in this category

<p><b>P4: Firm's Management Procedures – 20% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p><u>A.</u> Firm's past performance meeting budgets and schedules;</p> <p><u>B.</u> Firm's ability to manage and facilitate the architectural survey process from the location in which project manager and other associates will be working;</p> <p><u>C.</u> Is the Firm compatible to collaborate with City staff and representatives, project stakeholders, the Historic Preservation Commission, and State officials;</p> <p><u>D.</u> The Firm's methodology, procedures and ability to meet project schedules;</p> <p><u>E.</u> A statement regarding whether any litigation is pending or underway regarding activities of the Firm or its principals within the last five years and the circumstances of the litigation</p> <p><u>F.</u> A current certificate of insurance including errors and omissions executed by the insurance carrier's authorized agent;</p>	<div>1 2 3 4 5 6 7 8 9 10</div>
<p><b>P5: Office Location – 10% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category:</b></p> <p><u>A.</u> Does the Firm indicate the office location of the project manager, and other staff, for the project;</p> <p><u>B.</u> Is the location conducive to completing the project on schedule and on budget</p>	<div>1 2 3 4 5 6 7 8 9 10</div>
<p><b>P6: Quality of Proposal – 5% of total</b></p> <p><b>The evaluator should consider the following information when scoring this category.</b></p> <p><u>A.</u> Is the Proposal clear, concise, well written, well organized, utilize correct spelling, proper grammar, exemplify the characteristics of a professional document, and address the "Proposal Evaluation Criteria"</p>	<div>1 2 3 4 5 6 7 8 9 10</div>



---

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **DOWNTOWN AREA ARCHITECTURAL SURVEY**

THIS IS AN AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and \_\_\_\_\_ hereinafter referred to as CONSULTANT. This agreement concerns the Downtown Area Architectural Survey as identified in the associated RFP. OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional consulting services by CONSULTANT and the payment for those services by OWNER as set forth below.

#### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

##### **1.1 General**

CONSULTANT shall provide to OWNER professional consulting services for the Downtown Area Architectural Survey to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional consulting representative for the Project.

##### **1.2 Scope of Work**

The Basic Services Scope of Work is specifically described in Exhibit A, and generally described as Tasks 1-4.

#### **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

##### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.
- 2.1.2 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).
- 2.1.3 Additional services in connection with the Project, excluding services, which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

### SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- 3.1 Dale Tech, Interim Director, Rapid City Community Planning and Development Services, or his designee shall act as OWNER's representative with respect to the services to be rendered under this Agreement. Mr. Tech shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.
- 3.2 Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- 3.3 Examine all studies, reports, sketches, drawings, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.
- 3.5 Furnish or direct CONSULTANT to provide negotiated Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

### SECTION 4 - PERIOD OF SERVICE

- 4.1 The CONSULTANT'S period of service shall complete the scope of work stated in Exhibit A for Basic Services by April 14, 2017. The CONSULTANT'S services shall be provided in general accordance with the schedule as defined in EXHIBIT B.

### SECTION 5 - PAYMENTS TO CONSULTANT

#### 5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1 *For Basic Services.* OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 (Scope of Work in Exhibit A) an amount not-to-exceed \$\_\_\_\_\_.

5.1.1.1 Fixed Fee. A fixed fee of \$\_\_\_\_\_ shall be paid on a prorated share based on the amount of work completed upon each billing.

- 5.1.2 *For Additional Services.* OWNER shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

5.1.2.1 Fixed Fee. A fixed fee of \$\_\_\_\_\_ shall be paid on a prorated share based on the amount of work completed upon each billing.

#### 5.2 Times of Payments

- 5.2.1 *For Basic Services.* CONSULTANT shall submit invoices for one or more tasks upon documentation and approval of their completion by OWNER according to the due dates identified in Exhibit B.

For these services the OWNER shall make prompt separate payments to the CONSULTANT based on the invoices associated with Tasks 1 – 4 submitted by the CONSULTANT, up to 90% of the maximum fee for each Task as shown on Exhibit C. The remaining 10% shall be paid upon submission of all acceptable deliverables for Basic Services to the OWNER.

- 5.2.2 *For Additional Services.* CONSULTANT shall submit invoices for one or more tasks upon documentation and approval of their completion by OWNER according to the due dates identified in Exhibit B.

For these services the OWNER shall make prompt separate payments to the CONSULTANT based on the invoices associated with additional services submitted by the CONSULTANT, up to 90% of the maximum fee for each Task as shown on Exhibit C. The remaining 10% shall be paid upon submission of all acceptable deliverables for Additional Services to the OWNER.

### 5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT's statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said forty-fifth day, and in addition, CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.
- 5.3.2 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.
- 5.3.3 The employees of CONSULTANT, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.
- 5.3.4 *Records.* The CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred for this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies thereunder if originals be lost. CONSULTANT shall produce these records at such reasonable time and place as may be designated by the OWNER and shall permit extracts

and copies thereof to be made during the contract period and for three years after the date of final payment to CONSULTANT.

CONSULTANT shall maintain time records and payroll records of the principal and all personnel for time spent performing work on project described in this Agreement for a period of three years from the conclusion of the project.

Upon reasonable notice, the CONSULTANT will allow OWNER'S auditors to audit all records of the CONSULTANT related to this Agreement. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

- 5.3.5 *Inspection of Work.* OWNER auditors shall at reasonable times be accorded proper CONSULTANT facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT's premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.
- 5.3.6 *Audits.* The CONSULTANT shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of his duties.
- 5.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER.
- 5.3.8 In the event the services of the contract are terminated by the OWNER for fault on the part of the CONSULTANT, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the CONSULTANT on the work which is the cause of the at-fault termination. The CONSULTANT shall be paid only for work satisfactorily performed and delivered to the Owner up to the date of termination. After audit of the CONSULTANT'S actual costs to the date of termination and after determination by the CONSULTANT of the amount of work satisfactorily performed, the CONSULTANT shall determine the amount to be paid to the OWNER.

#### **5.4 Ownership of Data**

Documents and all products of this Agreement are to be the property of the OWNER.

#### **5.5 Publication and Release of Information**

The CONSULTANT shall not copyright material developed under this Agreement without written authorization from the OWNER. The OWNER reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

#### **5.6 Acquisition of Property or Equipment**



The acquisition of property or equipment will be in accordance with 49 CFR 18.32.

#### **5.7 Personnel Employment**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.

#### **5.8 Nondiscrimination/ADA**

The CONSULTANT agrees to comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964. The CONSULTANT agrees to submit upon request quarterly Title VI (Civil Rights) State of Contractor reports to the State. The CONSULTANT agrees to provide services in compliance with the Americans with Disabilities Act of 1990.

#### **5.9 Claims**

To the extent authorized by law, the CONSULTANT shall indemnify and hold harmless the OWNER, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees, to the extent such claims are caused by any negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of South Dakota on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party.

#### **5.10 Acceptance and Modification**

This Agreement together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled after consultation with, and approval in writing by, the parties to this Agreement.

#### **5.11 Termination or Abandonment**

The CONSULTANT and the OWNER share the right to terminate this Agreement upon giving thirty (30) days written notice of such cancellation to the other party. If this Agreement is terminated under this paragraph, CONSULTANT shall deliver to OWNER all work product produced up to the time of termination. OWNER shall reimburse CONSULTANT for all work completed to the date of termination.

## **SECTION 6- GOVERNING LAW**

This agreement and any dispute arising out of this agreement shall be governed by the laws of the State of South Dakota.

### **6.1 Forum Selection**

Any dispute arising out of this contract shall be litigated in the state court in South Dakota, which includes the City of Rapid City, currently, the Seventh Circuit Judicial Court for the State of South Dakota.

## **SECTION 7 - MERGER CLAUSE**

This written agreement including Exhibit A "Scope of Work, Exhibit B "Project Schedule," Exhibit C "Man-hour Estimate," and Exhibit D – "Request for Proposals for the Resurvey of the West Boulevard Historic District" constitutes the entire agreement of the parties. No other promises or consideration are a part of this agreement.

## **SECTION 8 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

CONSULTANT certifies, by signing this agreement, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement by their duly authorized officers on the day, month and year first written above.

**OWNER:**

**BY:**

\_\_\_\_\_  
Dale Tech, Interim Planning Director  
City of Rapid City  
300 Sixth Street  
Rapid City, South Dakota 57701

**ATTEST:**

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

**CONSULTANT:**

**BY:**

\_\_\_\_\_  
Name  
Company

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public,  
personally appeared \_\_\_\_\_ known to me to be a  
\_\_\_\_\_ of \_\_\_\_\_, and acknowledge to me that  
S/HE did sign the foregoing document as such officer and for the purposes therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(SEAL)

---

**Address for Giving Notices:**

**City of Rapid City**

Division of Long Range Planning  
300 Sixth Street  
Rapid City, South Dakota  
57701

**Address for Giving Notices:**

**Consultant**

Address Line 1  
Address Line 2  
City, State  
Zip

DRAFT



---

**Exhibit A: Scope of Work**

**Exhibit B: Tentative Project Schedule**

**Exhibit C: Man-hour Estimate**

**Basic Services**

Task	Fee
1)	
2)	
3)	
4)	

**Exhibit D: Request for Proposals**  
(attached)

DRAFT