

**AGREEMENT  
For PROFESSIONAL SERVICES  
Rapid City DOWNTOWN AREA MASTER PLAN**

THIS AGREEMENT made on this 17 day of August, 2015 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Progressive Urban Management Associates, hereinafter referred to as CONSULTANT. This project will encompass the preparation of the Downtown Area Master Plan and Downtown Area Design Guidelines for the City of Rapid City.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree with respect to the performance of downtown area planning services by CONSULTANT and the payment for those services by OWNER as set forth below.

**SECTION 1 - BASIC SERVICES TO CONSULTANT**

**1.1 General**

CONSULTANT shall provide to OWNER planning services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional planning services representative for the Project, providing professional planning consultation and advice by furnishing selected planning services.

**1.2 Scope of Work**

The "Basic Services Scope of Work" is described in detail in Exhibit A and shall include leading meetings with an advisory committee, developing and implementing a public engagement process, conducting an inventory of existing conditions, performing analysis and mapping, formulating an implementation document, and developing draft and final versions of a downtown area master plan policy document and downtown area design guidelines.

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

**2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7, 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 Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER'S office as required by Section 1, or other services as detailed in Exhibit A.

- 2.1.3 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).
- 2.1.4 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Article 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 The Community Planning and Development Services Director or his designee shall act as OWNER'S representative with respect to the services to be rendered under this Agreement. The Community Planning and Development Services Director 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 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 by July 31, 2016, provided a written "Notice to Proceed" is issued by August 19, 2015. The CONSULTANT'S services shall be provided in general accordance with the "Project 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 as detailed in Attached Exhibit A in an amount not-to-exceed \$197,450.00, including reimbursable expenses, as detailed in attached Exhibit C "Project Budget."

5.1.1.1 *Direct Labor Costs and Overhead.* Direct labor costs and overhead shall be paid at a rate equal to CONSULTANT'S salary cost time the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31 and 2 CFR Part 200 as shown on attached Exhibit C "Project Budget" for all Basic Services rendered on the Project.

5.1.1.2 The approval and acceptance of the billing rates as detailed in attached Exhibit C will be contingent upon CONSULTANT providing the required cost breakdowns to verify that costs are in compliance with 48 CFR Part 31 and 2 CFR Part 200

5.1.1.3 OWNER shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses approved by OWNER. The term Reimbursable Expenses has the meaning assigned to it in paragraph 5.4 in accordance with 48 CFR Part 31 and 2 CFR Part 200.

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

5.1.2.1 General. For additional services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 on the same basis as outlined in paragraphs 5.1.1.1, 5.1.1.2 and 5.1.1.3.

## **5.2 Times of Payments**

5.2.1 CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S monthly statements.

For these services the OWNER shall make prompt monthly payments to the CONSULTANT based on monthly billings submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Exhibit C, "Project Budget". The remaining 10% shall be due upon approval of the Final Report for the Project as accepted by 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 the 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 in connection with the subject to this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies there under if originals be lost 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.

All personnel employed by CONSULTANT shall maintain time records for time spent performing work on study described in this Agreement for a period of three years from the conclusion of the study. Time records and payroll records for said personnel shall be similarly retained by CONSULTANT for a period of three years from the conclusion of the study.

Upon reasonable notice, the CONSULTANT will allow OWNER 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.* The CONSULTANT shall, with reasonable notice, afford OWNER or representative of OWNER reasonable 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.

The CONSULTANT shall pay subcontractors or suppliers within 15 days of receiving payment for work that is submitted for progress payment by

the OWNER. If the CONSULTANT withholds payment beyond this time period, written justification by the CONSULTANT shall be submitted to the OWNER upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the OWNER may withhold future estimated payments and/or may direct the CONSULTANT to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

- 5.3.8 In the event the service to the contract is 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 OWNER of the amount of work satisfactorily performed, the OWNER shall determine the amount to be paid the CONSULTANT.

#### **5.4 Definitions**

- 5.4.1 Reimbursable Expenses means the actual expenses incurred by CONSULTANT or CONSULTANT'S independent professional associates or consultants directly in connection with the Project, including expenses for: transportation and subsistence incidental thereto; reproduction of reports, graphics, and similar Project related items; and if authorized in advance by OWNER, overtime work requiring higher than regular rates. In addition, if authorized in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques times a factor of 1.0 as determined in accordance with CONSULTANT'S normal accounting practices. All costs must be accumulated and segregated in accordance with Consultant's normal business practice and FAR Part 31.

#### **5.5 Ownership of Data**

Documents and all products of this Agreement are to be the property of the OWNER. Any reuse of documents for extensions of the Project or other projects shall be at the OWNER'S sole risk and liability.

#### **5.6 Publication and Release of Information**

The CONSULTANT shall not copyright material developed under this Agreement without written authorization from the OWNER. If authorization to copyright is given by 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.

#### **5.7 Independent Consulting and Subcontracting**

While performing services hereunder, CONSULTANT is an independent contractor and

not an officer, agent, or employee of the City of Rapid City.

Any employee of the CONSULTANT engaged in the performance of services required under the agreement shall not be considered an employee of the OWNER, and 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 or other persons while so engaged and any and all claims made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered herein by the CONSULTANT shall in no way be the obligation or responsibility of the OWNER.

CONSULTANT shall perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by CONSULTANT which must be obtained for proper execution of this Agreement. Specialized services required by the study, if any, will be provided pursuant to Section 2 of this Agreement.

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract.

#### **5.8 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.

#### **5.9 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 reasonable attorney fees to the extent such claims are caused by the negligent or intentional acts of, or the negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the CONSULTANT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees, to the extent such claims are caused by OWNER'S negligent acts in connection with the PROJECT and acts of 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, except as provided in Section 5.3.8 of this Agreement.

In the event the CONSULTANT breaches any of the terms or conditions hereof, this Agreement may be terminated by the OWNER at any time with ten (10) days written notice and an opportunity to cure. If termination for such a default is effected by the OWNER, any payments due to CONSULTANT at the time of termination may be adjusted to cover any additional costs to the OWNER because of CONSULTANT'S default. Upon termination the OWNER may take over the work and may award another party an agreement to complete the work under this Agreement. If after the OWNER terminates for a default by CONSULTANT it is determined that CONSULTANT was not at fault, then the CONSULTANT shall be paid for eligible services rendered and expenses incurred up 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 Circuit Court for the Seventh Judicial Circuit, Rapid City, South Dakota.

### **SECTION 7 – MERGER CLAUSE**

This written agreement including Exhibit A “Basic Services Scope of Work”, Exhibit B “Project Schedule” Exhibit C “Project Budget”, and Exhibit D “Request for Proposals,” 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.

**SECTION 9 - SEVERABILITY PROVISION**

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

**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**

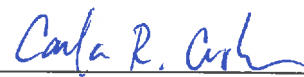
  
\_\_\_\_\_  
Mayor 8-17-15  
Date

Attest:

  
\_\_\_\_\_  
Finance Officer 8-17-15  
Date

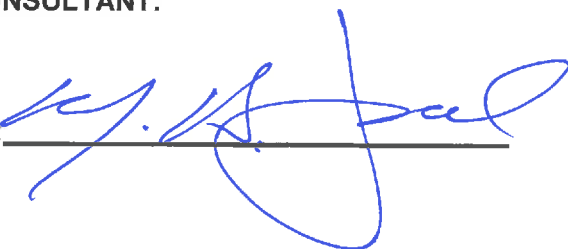
(SEAL)

APPROVED AS TO FORM

  
\_\_\_\_\_  
Carla Cushman Date  
Assistant City Attorney



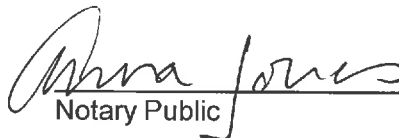
CONSULTANT:

BY: 

STATE OF COLORADO

COUNTY OF DENVER

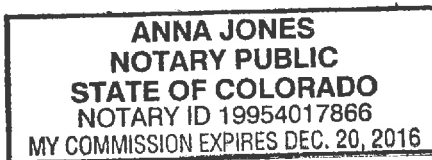
On this 10<sup>th</sup> day of August, 2015, before me, a Notary Public, personally appeared M. B. SEGAL, known to me to be a Principal of P.U.M.A., and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

  
Notary Public

My Commission Expires:

12/20/16

(SEAL)



**Address for Giving Notices:**

City of Rapid City  
Community Planning and Development  
300 Sixth Street  
Rapid City, South Dakota  
57701

**Address for Giving Notices:**

Brad Segal  
P.U.M.A.  
~~1616 17<sup>th</sup> Street, Suite 262~~ 1201 E. COLFAX AVE.  
Denver, CO  
~~80202-~~ #201  
80218

## Exhibit A: Basic Services Scope of Work

### APPROACH, SCOPE AND SCHEDULE

#### GOAL:

Develop a market-based vision and investment framework with specific implementation tactics through a process that brings alignment and consensus among diverse stakeholders to support a public/private downtown improvement agenda.

#### Approach:

Building upon past planning efforts and an understanding of downtown market dynamics, the Rapid City Downtown Area Master Plan will aim to create a collective vision for downtown and identify a detailed tactical plan for implementation with recommendations for priorities, sequencing and financing. The Downtown Master Plan will forge an enduring public/private partnership to guide investment in downtown Rapid City for the next five to ten years and beyond.

#### Process:

A ten month process is proposed that would be sponsored by the City of Rapid City and the Downtown Business Improvement District in concert with their civic partners. To develop improvement priorities, extensive community outreach will be employed to reach business, neighborhood, resident and civic constituents throughout the community with an emphasis on involvement from downtown stakeholders.

We propose to work with a Master Plan Advisory Committee to guide the process under the framework of foundational constructs of the downtown planning process. The Advisory Committee would provide primary oversight of the process, offer creative input and a “reality check” as alternatives are developed. The Advisory Committee would ideally include influencers in downtown, including City and BID officials, civic partners, residents and key property and business owners. A sprinkling of “emerging leaders” in the downtown should also be sought.

Working Groups inviting local Rapid City leaders and experts in their fields would be organized corresponding to foundational constructs supporting the Master Plan. The intent of the working groups is to incorporate the variety of issues that are relevant to downtown, engage a broad cross-section of Rapid City’s civic leadership, plus augment initial reconnaissance into Rapid City’s challenges, opportunities and priorities. The recommended construct for the working groups could include the following:

- **Vibrant Economy** (including office, retail, education and other investment sectors)
- **Public Realm & Urban Design** (including parks and open space, connectivity, historic preservation & urban design)
- **Transportation Solutions** (including balanced mobility for pedestrians, bikes, vehicles and transit, parking management, etc.)
- **Downtown Experience** (including marketing, branding, events, arts and culture, safety and social services)
- **Housing and Livability** (including market-rate, workforce and affordable housing and amenities that create a livable downtown, such as education and active recreation)

The working groups will define priorities for downtown improvements during the first half of the Master Planning process. During the second half of the process, following a synthesis of priorities and during the creation of an overall master investment action plan for downtown, the working groups would convene as one. This process would result in one cohesive group of business, resident and civic leaders that are unified in their efforts to advance the top priorities and prepared to provide implementation leadership upon plan completion.

## Task A: Preparation & Meeting with Advisory Committee (Sept-Oct)

Prepare for the formal launch of the project. P.U.M.A. and Gould Evans will lead a kick-off meeting September 10 in which we will:

- Work with the client team to identify Advisory Committee and Working Group participants
- Determine a set of foundational constructs that are based on the city's comprehensive plan to guide the creation of the Master Plan
- Establish project logistics, including a discussion for the first set of public meetings and setting up a project website.

Specific tasks to be undertaken by P.U.M.A. and Gould Evans include the following:

- **P.U.M.A.** will immediately begin to compile background information and identify data sources for the market analysis and to gain an understanding of existing land use districts and the zoning code. We will seek assistance from the client team to help develop an inventory that provides an overview of all plans and studies that are relevant to the Downtown Master Plan. P.U.M.A. will prepare a multi-modal connectivity map that identifies vehicular, transit, bicycle and pedestrian linkages, public spaces as well as parking locations and capacity. In addition, P.U.M.A. will review the existing zoning and land use policies. P.U.M.A. will work with the client team to identify a local contractor to help develop the project website.
- **Gould Evans** will prepare maps that identify the existing urban design conditions, landmarks, opportunities, and constraints in the downtown district. The base maps will highlight areas of near term potential land use development/redevelopment change and will be used in meetings throughout the process. This process will document the overall conditions and opportunities in different parts of the downtown district but will not constitute a precise physical survey (of each bench, tree, etc.) on every street within the downtown district.

### *Task A Deliverables*

- *Refined scope of work and schedule*
- *Preliminary contact list for Advisory Committee and Working Group Participants*
- *Draft Multimodal connectivity map*
- *Draft Opportunities and constraints maps*

## Task B: Develop and Implement Public Engagement Process (duration of project)

As listed in Task A above, P.U.M.A. will work with Rapid City to identify Advisory Committee and Working Group participants. The intent of the working groups is to incorporate the variety of issues that are relevant to downtown, engage a broad cross-section of Rapid City's civic leadership, plus augment initial reconnaissance into Rapid City's challenges, opportunities and priorities.

To augment the workshops, P.U.M.A. will also prepare an **online survey**. The survey will be distributed to a wide variety of downtown and community stakeholders, including employees, residents, property and business owners. We have routinely gained from 1,000 to 5,000 additional inputs from online surveys in similar planning efforts. Social media through the City, BID, Chamber and their partner organization networks will also be utilized to maximize community engagement in the process and survey.

Below is the proposed schedule for the duration of the project:

**September 9-11 Kick-Off meeting** and site reconnaissance, leadership meeting

**October 21-23** Market reconnaissance/interviews/Working Group Meetings

**November 3-5 Working Group Meetings:** The goal will be to identify challenges and opportunities, develop priorities and gain “ownership” in the Master Plan process from a variety of constituencies. We envision a two hour workshop format that would be repeated for each of up to five Working Groups. Participants would be provided with background on recent planning efforts and would be asked to brainstorm on improvements and set priorities. Improvements and priorities from each of the Working Groups would then be compiled and analyzed.

**January 12-14 Community Open Houses**

P.U.M.A. will present our research on “**Global Trends Affecting Downtowns & Implications for Rapid City**” at a public forum sponsored by the City and BID. Global Trends provides an illuminating and informative platform for the master planning process, and will provide a formal public launch of the process. P.U.M.A.’s Global Trends Report was recognized with the International Downtown Association’s President’s Award in 2014. This evening presentation will be a less traditional with the intent of being presentation more festive.

The presentation will be followed by “Idea stations” where participants will be encouraged to further participate in interactive web-based surveys.

The following morning, P.U.M.A. will give the same **Global Trends** presentation as the previous evening but it will be in a more traditional meeting format for those that were unable to attend in the evening.

**February 23-25 Design Charrette**

**Charrette Day 1: Visioning and Preliminary Site Planning**

During the first day of the charrette, the P.U.M.A Team will present the critical findings of the existing conditions analysis and input received from staff, stakeholders, and working group meetings/interviews prepared in Task A and C, including an overview of existing land uses and circulation conditions, projected economic and market analysis as well as how the future multimodal infrastructure may be developed over time. After a discussion on the existing conditions, we will concentrate on defining the community’s vision for the downtown and surrounding neighborhoods, and to provide a strong foundation for developing plan and design solutions that support that vision.

**Charrette Day 2:**

The design team will work with the charrette attendees to prepare preliminary diagrams of the study area that combine work from our existing conditions analysis with issues,

opportunities, and design principles heard from the previous working group meetings, and stakeholder interviews.

These diagrams will illustrate existing and potential land use, infrastructure, building massing, density, block size, multimodal circulation, and supporting businesses and services, as well as connections to the adjacent neighborhoods

**Charrette Day 3:**

A summary discussion of the previous 2 days will be facilitate by P.U.M.A. and Gould Evans with the goal of solidifying the community vision that will help shape the downtown plan and design solutions that support the vision.

**April 5-7**    **Plan Review:** Review the draft plan with Advisory Committee and Working Groups before the final site visit with elected officials, public works, and legal finance.

**May 2016**    **Meet with elected officials, staff, and public open house**

- May 5**        Planning Commission 7:00 a.m.
- May 10**       Public Works 12:30 p.m.
- May 11**       Legal Finance 12:30 p.m.
- May 11**       Public Open House #2 to showcase the draft plan

**Task B Deliverables**

- *Refined public outreach plan*
- *Draft on-line survey*

**Task C: Inventory of Existing Conditions & Market Assessment (Sept - Nov)**

The P.U.M.A. team will utilize the city's GIS data base to assist with the inventory and review of data pertaining to existing conditions in the downtown area including but not limited to: blight/vacant lots, connections from Main Street Square to SDSM&T and the Civic Center, cultural assets, historic structures and facades, housing, land use, streetscape, lighting, parking, public spaces, transit facilities and ridership, utilities, vehicular and bicycle/pedestrian circulation, and zoning.

**Market Assessment & Investment Cycle Development Forecast:** To balance community aspirations with market reality, we will compile downtown's key economic indicators and opportunities in a variety of segments, including office, retail, residential, hospitality, etc. We will rely primarily on compiling secondary data from existing economic agencies, real estate professionals, census and other widely accessed sources that can be easily updated and monitored over time. Our local market research, influenced by our Global Trends information, will result in the identification of likely development types and potential within the next five to ten year investment cycle. We will also compile qualitative market information from a series of interviews with key individuals involved in real estate and development.

**Task C Deliverables**

- *Existing conditions PowerPoint*
- *Market Assessment*

### **Task D: Analysis and Mapping (Sept-Nov)**

The P.U.M.A. team will identify overall opportunities and constraints and prepare site analysis maps with emphasis on:

- Housing
- Connections
- Parking
- Land use policies/zoning
- Redevelopment areas

#### **Task D Deliverables**

- *Final opportunities and constraints maps*
- *Recommendations for potential zoning and/or land use changes*

### **Task E: Synthesis and Development of Draft Master Plan Outline (February-April)**

As described in Task B, following the completion of outreach and market reconnaissance, the P.U.M.A. team will conduct a 2 1/2-day charrette to compile a draft master plan outline that includes vision, physical framework and action plan components. The outline would then be reviewed by the Advisory Committee and the Working Groups (at this point in the process, they are envisioned as a single group as opposed to five distinct groups) to synthesize the primary inputs into the process. The charrette will include a priority-setting exercise to determine which actions should be viewed as “transformative” – initiatives that are the most critical and that can shape downtown’s long term future if implemented within the next five to ten years. The transformative projects will be identified on illustrative maps. At this point, the complete planning package will begin to take shape.

#### **Task E Deliverables**

- Outlines for the following plan components:
  - Vision elements and core values for the future of downtown Rapid City
  - Framework that provides an illustrative mapping of key concepts and improvements
  - Action plan that identifies both 1) strategic program initiatives and 2) transformative projects

### **Task F: Vision, Framework, Master Plan & Design Guidelines (April - May)**

A master plan document emerges during this final phase of the project. As policy, program and investment priorities emerge during this phase, the P.U.M.A. team will evaluate the organizational structure of the downtown community and its civic partners and assess its capability to carry out transformative initiatives. Organizational recommendations regarding the allocation of energy and resources will begin to take shape. The complete planning package would provide the following components:

- Final vision elements for the future of downtown Rapid City
- Final Framework that provides illustrative mapping of key concepts and improvements
- Action plan that identifies final
  - 1) Strategic program initiatives
  - 2) Project sequencing
  - 3) Transformative projects and investments that become the foundation for a 5 to 10-year work plan for the City, BID and their civic partners
  - 4) Estimated costs and financing options and benchmarks to measure success.
- Recommendations for aligning the City and BID with the implementation priorities of the Master Plan, including staffing, budgeting, resource development, corporate and management structure,

Gould Evans will prepare the **Draft Design Guidelines** which will include a set of performance-based flexible guidelines that address building character, scale, mass and orientation; landscape; lighting; open space; parking; streetscape, pedestrian amenities; public art; signage; stormwater management; and utilities. To illustrate the intent of the guidelines, conceptual site plans and elevations will be prepared for the top 3 transformative project identified.

The P.U.M.A. team will present the **Draft Master Plan** and **Draft Design Guidelines** to, the Planning Commission, Public Works, Legal Finance, and will conclude with a Public Open House to showcase the draft plan.

The P.U.M.A. team will provide Rapid City with an electronic version of the final draft of the Master Plan and Design Guidelines as well as an electronic copy in MS Word for review with two rounds of consolidated edits from Rapid City.

**Task E Deliverables**

- *Master plan framework*
- *Organizational recommendations*
- *Draft Action Plan*
- *Draft Downtown Area Design Guidelines*
- *Draft Downtown Area Master Plan*

**Task G: Final Implementation Document (May - June)**

Based upon the Advisory Committee and Working Group responses to the draft plan components, a final Master Plan and Design Guidelines will be prepared by the P.U.M.A. team that refines all the elements include in step F above.

It is anticipated that City Council will adopt the final plan June 2016.

**Task G Deliverables**

- *Final Downtown Area Design Guidelines*
- *Final Downtown Area Master Plan*

# Exhibit B: Project Schedule

## Schedule | Rapid City Downtown Area Master Plan

UPDATED 7-22-15

Phases/Tasks	September			October			November			December		
	1-4	7-11	14-16	21-25	28-30	1-4	7-11	14-18	21-27	1-4	7-11	14-18
<b>Task A: Preparation &amp; Meeting with Advisory Committee</b>												
Project Initiation Kick-Off/Study Area Recon												
Website Updates (throughout the project)												
<b>Task B: Develop and Implement Public Engagement Process</b>												
Public Outreach/Communication Approach												
Public Outreach Meetings												
Community Open House 1: Global Trends and Implications for Rapid City												
Design Charrette												
Working Group Meetings												
Open House 2: Open House to Review Draft Plan												
Planning Commission Presentations												
<b>Task C: Inventory of Existing Conditions &amp; Market Assessment</b>												
Evaluating Conditions Analysis/Mapping, Background and Policy Review												
Online survey												
Market Research and Analysis												
Market Reconnaissance Trip/Interviews												
Working Group Meetings												
<b>Task D: Analysis and Mapping</b>												
Prepare opportunities and constraints maps												
<b>Task E: Synthesis and Development of Draft Master Plan Outline</b>												
2 1/2 day charrette - priority setting, develop draft master plan outline												
Illustrative Framework Plan of key concepts and improvements												
<b>Task F: Vision, Framework, Master Plan &amp; Design Guidelines</b>												
Prepare draft design guidelines												
Action plan												
Planning Commission Presentation												
Public Works Presentation												
Legal Finance Presentation												
Draft master plan document												
<b>Task G: Final Implementation Document</b>												
Prepare final document												
<b>Task Duration</b>												
<b>Consultant Trips</b>												



Schedule | Rapid City Downtown Area Master Plan

UPDATED 7-22-16

Phase/Tasks	January		February		March		April		May													
	4-8	11-15	18-22	25-29	1-3	6-12	15-19	22-26	1-4	7-11	14-18	21-25	28-31	4-8	11-15	18-22	25-29	3-6	9-13	16-20	23-27	
<b>Task A: Preparation &amp; Meeting with Advisory Committee</b>																						
Project Initiation/ Kick Off/ Study Area Recruit																						
Website Updates (throughout the project)																						
<b>Task B: Develop and Implement Public Engagement Process</b>																						
Public Outreach/Communication Approach																						
Community Open House 1: Global Trends and Implications for Rapid City		12-13-13																				
Design Charrette		12-13-14																				
Working Group Meetings																						
Open House 2: Open House to Review Draft Plan																						
Planning Commission Presentations																						
<b>Task C: Inventory of Existing Conditions &amp; Market Assessment</b>																						
Existing Conditions Analysis/Mapping, Background and Policy Review																						
Online survey																						
Market Research and Analysis																						
Market Reconnaissance Trips/Interviews																						
Working Group Meetings																						
<b>Task D: Analysis and Mapping</b>																						
Prepare opportunities and constraints maps																						
Action plan																						
<b>Task E: Synthesis and Development of Draft Master Plan Outline</b>																						
2 1/2 day charrette - priority setting, develop draft master plan outline																						
Illustrative Framework Plan of key concepts and improvements																						
<b>Task F: Vision Framework, Master Plan &amp; Design Guidelines</b>																						
Prepare draft design guidelines																						
Action plan																						
Planning Commission Presentation																						
Public Works Presentation																						
Legal Finance Presentation																						
Draft master plan document																						
<b>Task G: Final Implementation Document</b>																						
Prepare final document																						

# Exhibit C: Project Budget

## Rapid City Downtown Area Master Plan

### Project Budget

Prepared by Progressive Urban Management Associates Inc. (rev. July 22, 2015)

	Task A Preparation			Task B, C, D Outreach & Analysis			Task E Synthesis			Task F, G Master Plan/Guidelines			TOTAL
	Hrs	Rate	Total	Hrs	Rate	Total	Hrs	Rate	Total	Hrs	Rate	Total	
P.U.M.A. Personnel													
Segal	30	200	6,000	50	200	10,000	35	200	7,000	50	200	10,000	33,000
Folsom	40	150	6,000	70	150	10,500	50	150	7,500	60	150	9,000	33,000
Heller	30	150	4,500	60	150	9,000	25	150	3,750	25	150	3,750	21,000
Lyng	25	95	2,375	60	95	5,700	20	95	1,900	25	95	2,375	12,350
Travel:													
\$750 per site visit per person (15)	3	750	2,250	6	750	4,500	2	750	1,500	4	750	3,000	11,250
<b>SUB-TOTAL</b>			<b>21,125</b>			<b>39,700</b>			<b>21,650</b>			<b>28,125</b>	<b>110,600</b>
<b>Gould Evans Personnel</b>													
Smith	40	135	5,400	36	135	4,860	52	135	7,020	44	135	5,940	23,220
Brewster	20	115	2,300	18	115	2,070	20	115	2,300	32	115	3,680	10,350
Whitman	30	115	3,450	10	115	1,150	30	115	3,450	12	115	1,380	9,430
Henning	96	85	8,160	30	85	2,550	112	85	9,520	72	85	6,120	26,350
Travel: \$750 per site visit (10)	3	750	2,250	3	750	2,250	2	750	1,500	2	750	1,500	7,500
<b>SUB-TOTAL</b>			<b>21,560</b>			<b>12,880</b>			<b>23,790</b>			<b>18,620</b>	<b>76,850</b>
<b>Website &amp; Printing</b>													
<b>TOTAL</b>	<b>311</b>		<b>42,685</b>	<b>334</b>		<b>52,580</b>	<b>344</b>		<b>45,440</b>	<b>320</b>		<b>46,745</b>	<b>\$ 197,450</b>



## Exhibit D: Request for Proposals

### **REQUEST FOR PROPOSALS DOWNTOWN AREA MASTER PLAN CITY OF RAPID CITY, SOUTH DAKOTA**

**SUBMITTAL DEADLINE:  
June 1, 2015**

The City of Rapid City, in collaboration with the Rapid City Downtown Business Improvement District, is requesting proposals from qualified firms to assist with the development of a Downtown Area Master Plan and Design Guidelines. Interested consultants shall have demonstrated experience in downtown revitalization, land use and environmental planning, economic analysis, citizen involvement/participation, and community design.

#### **COMMUNITY PROFILE**

Rapid City is located in western South Dakota. Our community blends a friendly small town atmosphere with a wealth of urban amenities. The growing city serves as a multi-state commercial and medical hub with infrastructure that feels larger than its 72,000 population. Surrounded by two beautiful geological formations, the Black Hills and the Badlands, Rapid City's access to pristine nature, year-round outdoor activities and iconic monuments draws millions of visitors annually. The Rapid City community encompasses a deep ranching tradition, a growing Native American population, the thriving South Dakota School of Mines and Technology, a significant low-income population, a strong military base, and robust summer visitor traffic. Recent infusions of public and private investment in downtown Rapid City have firmly established its role as the heart of the community by creating a welcoming gathering place for families and a bustling arts, entertainment and shopping district that is an engine for local and regional renewal.

#### **OVERVIEW**

Sustaining a vibrant downtown center is a defining principle within the core values established in our Comprehensive Plan, *Plan Rapid City*.<sup>1</sup> Rapid City aims to reinforce the role of downtown as a regional activity center and promote increased synergy between the downtown core and nearby centers of activity.<sup>2</sup> Development of a downtown area master plan is a specific action step necessary to enhance connections to and between major destinations and to plan for a mixture of housing, employment space and retail/entertainment to help promote tourism and attract students, recent graduates, and young professionals.<sup>3</sup>

The planning area encompasses approximately 500 acres. It is generally located between Omaha Street and South Street, with the Civic Center forming the northern terminus, and from West Boulevard to East Boulevard including the South Dakota School

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<sup>1</sup> Plan Rapid City, Principle LC-4

<sup>2</sup> Plan Rapid City, Goal LC-4.1 and Goal LC-4.2

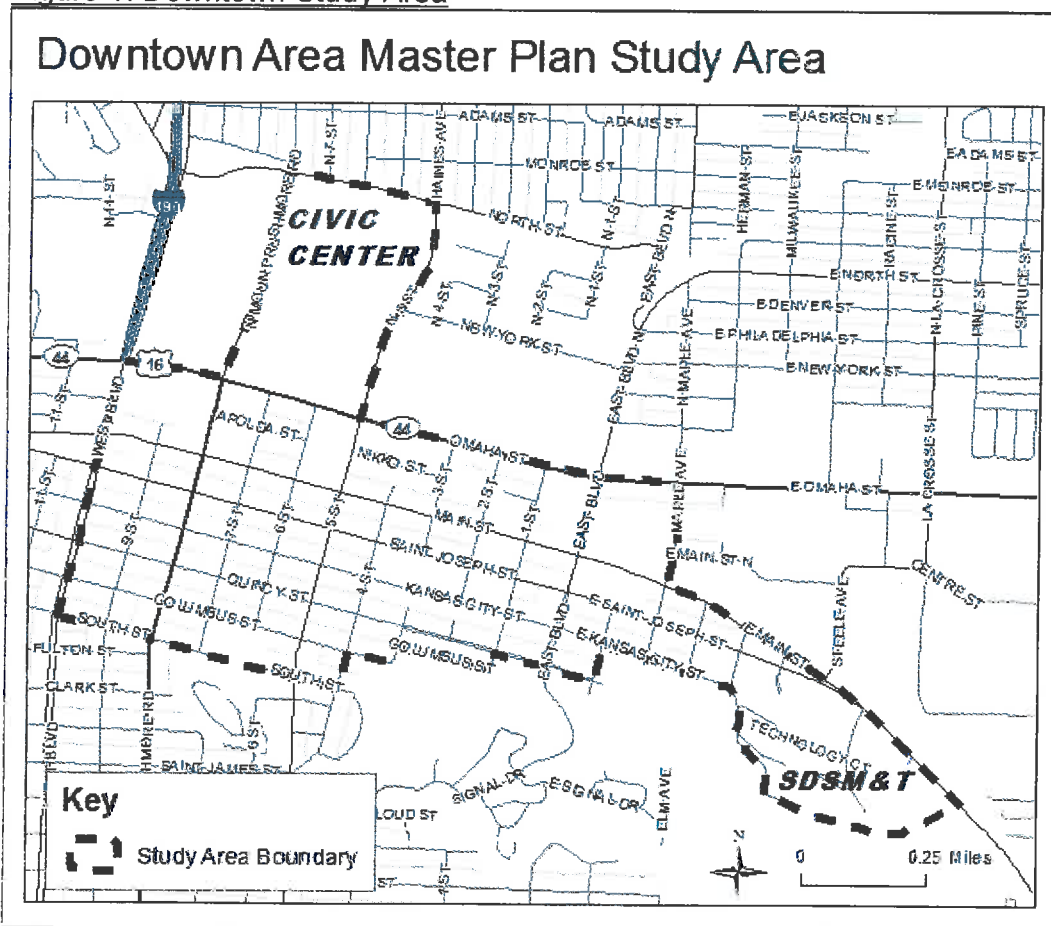
<sup>3</sup> Plan Rapid City, Action LC-A4

of Mines and Technology (SDSM&T) campus. See Figure 1. Downtown Rapid City continues to function as the primary historic center of the community and the hub of cultural tourism and government activities for the region. Recent revitalization efforts have revived downtown and built momentum for continued investment and growth. There are multiple prominent centers of activity located in close proximity to the downtown core.

SDSM&T is an exceptional engineering and science university, with a national reputation. The school plans for significant growth in enrollment over the next several years. The Campus Master Plan adopted in 2011, *Mission Forward 2020*, is currently being updated; expansion of housing opportunities for graduate and undergraduate students in close proximity to campus remains an important goal.

The Rushmore Plaza Civic Center forms the northern boundary of the planning area. The facility was originally built in 1977 and is the venue for many large events drawing participants from the community and the region. Plans for expansion are currently being studied. The Civic Center is situated in Memorial Park and serves as an urban link to the downtown area, and as a destination point on the City's 16 mile long greenbelt and bike path.

Figure 1: Downtown Study Area



Other cultural attractions in the downtown area include the Dahl Fine Arts Center and the Journey Museum. Main Street Square, located in the heart of Downtown Rapid City, is a fun-filled public space that features special events, arts and culture, live concerts, seasonal ice skating and interactive fountains. The Square is surrounded by the City of Presidents monuments and sculptures, boutiques, eateries, theaters, and galleries.

The downtown area also houses several governmental and public facilities including the City/School Administration Building, the Pennington County Administration Offices and Courthouse, the Rapid City Federal Building and Courthouse, the U.S. Post Office, and the Miles Barber Transportation Center that is home to the Jefferson Lines Bus Station.

### ***PROJECT BUDGET***

The project budget has not been established. Interested consultants shall provide a scope of work and a practical budget for undertaking the project. The consultant shall keep in mind current economic conditions and be as efficient as possible in this process.

### ***PLAN ELEMENTS***

Public Engagement Process: The City considers stakeholder and citizen input essential for the formulation of the Plan and Design Guidelines. The consultant shall be responsible for designing a public engagement strategy that maximizes public participation. The consultant is encouraged to propose a process that is both creative and interactive for soliciting input from a diverse participant pool with the goal of channeling this input into realistic alternatives for consideration by the public, the Planning Commission and the City Council.

Downtown Area Master Plan Policy Document: The Plan should guide planning and decision making for public and private entities by communicating values, principles, policies, goals, and actions steps to achieve a common vision for the downtown area, consistent with the City's adopted Comprehensive Plan. In general, the Plan should take the form of a conceptual framework plan identifying strengths, weaknesses, and opportunities in the downtown area.

Downtown Area Design Guidelines: The Design Guidelines will assist the community to achieve the future vision for downtown. The Guidelines should identify characteristics of desired physical improvements on public and private property as they relate to the policy goals determined in the planning process. The guidelines should be reasonable, flexible, and performance based.

### ***ADDITIONAL RESOURCES***

The Consultant will, to the maximum extent feasible, utilize existing information, reports, and studies on file with the City and/or provided by the City. Additional resources for background gathering will be provided to the selected consultant.

- Rapid City Comprehensive Plan (*Plan Rapid City*)
  - <http://planrapidcity.com/>
- Mission Forward 2020, SDSM&T Campus Master Plan
  - <http://www.sdsmt.edu/About/Campus-Master-Plan/>
- Long Range Transportation Plan
  - <http://www.rcgov.org/Transportation-Planning/rapidtrip2035.html>
- Comprehensive Plan for Historic Preservation, 2009.
  - [http://www.rcgov.org/pdfs/Growth-Management/historic\\_preservation\\_commission/Comprehensive\\_Plan\\_08.pdf](http://www.rcgov.org/pdfs/Growth-Management/historic_preservation_commission/Comprehensive_Plan_08.pdf)
- Bicycle/Pedestrian Master Plan
  - <http://www.rcgov.org/Transportation-Planning/bikepedestrianplan.html>
- Rapid City Pennington County Geographic Information System (RapidMap)
  - <http://www.rcgov.org/GIS/rapidmap.html>

### ***PROPOSED PROJECT SCHEDULE***

The overall timeline for the development of the Downtown Areal Master Plan and Design Guidelines shall be twelve (12) months (including the adoption process). As a submittal requirement, the applicant shall submit a project schedule showing key task target dates, including public meetings and hearings and estimated task duration. Variations from the City's intended timeline shall be discussed in the Request for Proposals.

The Consultant should demonstrate the ability to complete the project on schedule or explain why a departure from the proposed schedule is recommended. If the Consultant believes that the Project, or specific Project Components, can be accelerated in advance of the schedule above, the accelerated schedule should be outlined in the Response.

### ***PROPOSAL FORMAT***

Limit the total length of the proposal to 25 pages maximum (12 double-sided sheets). Each proposer must demonstrate in their proposal that they have the professional capabilities needed to accomplish this study. The proposal should contain all information relevant to indicate the consultant team's abilities to successfully complete this update and give the study advisory team a better understanding of the consultant team's qualifications.

At a minimum, the proposal should contain the following:

- A. **Statement of Study Approach:** Describe the proposed Operation Plan including an explanation of technical approaches and a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services. The selection committee values consultant's prior experience working with communities that have a university located in the downtown area.
- B. **Study Team Qualifications:** Provide a written description of the consultant team

composition, including disciplines, primary role in regards to the study, and relevant experience. The information provided must clearly indicate the consultant team's point of contact, the team leader for the study (if different) and the responsible party in each firm who will be providing the required professional experience.

1. Provide a table showing the number of person-hours (not percentages of time) that will be devoted to each task by consultant team members. List the names of principal investigators and other key professionals who will be involved. Support personnel may be identified by classification. If subcontracting is necessary, include subcontractors' key personnel and support staff in the table. Clearly identify subcontractors' involvement.
  2. Identify the location of the office from which the management of the project shall be performed. Describe current commitments to other work in sufficient detail to permit assessment of each consultant team member's ability to meet the proposal's commitments. Include a statement that the level of effort proposed for principal and professional members of the study team will not be changed without written consent of the City.
  3. Include summaries of previous projects, including reference contact information, for a minimum of three (3) projects which are similar in scope to the project described herein which demonstrate pertinent corporate and key personnel experience; listing of the pertinent projects may be included. (The City reserves the right to contact any references provided herein or otherwise obtained).
- C. **Project Schedule:** Provide a graphic or text calendar to define the proposed study schedule for tasks and set milestone dates. Include the amount of time in months, and as a percentage of total workload for, each component of the citizen participation program; the individual elements of the Downtown Area Master Plan and Downtown Area Design Guidelines; the map production program; and the preparation of the draft and final versions of the Downtown Area Master Plan.
- D. **Proposed Work Task Plan:** Detail the specific tasks within each phase and element. The City reserves the right to negotiate work tasks prior to finalizing a contract with the selected firm.
- E. **Signature/Certification:** The proposal shall be signed by an official authorized to bind the offer and shall contain a statement that the proposal is a firm offer for a ninety (90) day period from the submittal deadline. The proposal shall also provide the following information: name, title, address and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.



- F. Budget: Show the estimated cost for the entire study including all expenses. List each of the members of personnel on the project team and their billable rates. If the proposal includes effort by subcontractors, a similar budget table should be included for each subcontractor.
- G. Proposals shall bear the following information on the outside of the packaging:
  - 1. PROPOSAL FOR DOWNTOWN AREA MASTER PLAN AND DESIGN GUIDELINES
  - 2. YOUR COMPANY NAME

Ten paper copies and one digital copy (CD) of the proposals are required. The proposals shall be retained by the City of Rapid City and shall not be returned.

### ***SUBMITTAL DEADLINE AND METHOD***

Proposals shall be accepted at the Community Planning and Development Services Department, Long Range Planning Division, 300 Sixth Street, Rapid City, South Dakota 57701 until **4:00 p.m., June 1, 2015**.

**Proposals may be delivered in person, by U.S. Postal Service, or by private carrier/courier. Proposals may not be faxed or emailed to the City.**

Questions regarding this Request for Proposals must be submitted by May 20, 2015. Address questions to Sarah Hanzel, Long Range Planner I, Community Planning and Development Services Department, Long Range Planning Division, 300 Sixth Street, Rapid City, South Dakota 57701, by calling (605)-394-4120, or by sending an email to [sarah.hanzel@rcgov.org](mailto:sarah.hanzel@rcgov.org).

All questions and responses shall be posted on or before May 22, 2015 at <http://www.rcgov.org/Growth-Management/community-planning-home.html>

### ***EVALUATION AND CONSULTANT SELECTION***

A selection committee shall evaluate the proposals. Qualified firms may be invited to make a presentation to the committee. Final selections shall be based on written proposals and, if applicable, presentations.

The evaluation shall consider but not be limited to the following:

- A. Overall proposal quality and the proposal's responsiveness to the Request for Proposals, including but not limited to the completeness, clarity, conciseness, and the comprehension of the scope of work and meeting the stated purpose and needs of the City of Rapid City;
- B. The qualifications and experience of personnel committed to the project;
- C. Demonstrated experience with relevant projects and quality of past work products;
- D. The proposal's uniqueness or innovativeness;
- E. Ability to collaborate with City staff and representatives;

- F. Proposed public outreach process; and
- G. Costs shall be one of the selection criteria

Proposals shall be evaluated and ranked based on the attached criteria as determined by the City of Rapid City and the Selection Committee. The City of Rapid City will afford equal opportunity to all those who submit proposals and will not discriminate in its selection of consultants on the grounds of race, sex, age, color, physical handicap or national origin.

Proposers will be notified of the results of the selection process in writing no later than July 13, 2015.

### ***OWNERSHIP OF PROPOSALS***

All proposals submitted become the property of the City of Rapid City. The City has the right to use all information presented in any proposal, unless it is annotated as being proprietary. The City considers all information contained in proposals as privileged and reserves the right to maintain its confidentiality. Selection or rejection of a proposal does not affect these rights. The City reserves the right to reject any and all proposals submitted. The City may, under certain conditions, negotiate with the proposer to address specific weaknesses in a submitted proposal.

The City is not responsible for any costs incurred by proposers, including proposal preparation, and expense associated with proposal interviews/presentations prior to execution of a contract.

### ***PROFESSIONAL SERVICE CONTRACT***

A signed Professional Service Contract, provided by the City, is required prior to any work initiated on this study.

### ***SUBLETTING OF CONTRACT***

The Consulting Firm shall agree, after the contract is awarded, not to assign or sublet the whole or any part of the contract without the prior written consent of the City.

### ***CHANGES IN SCOPE OF SERVICES***

The Consulting Firm shall agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

### ***CHANGES IN PERSONNEL***

The personnel identified in the proposal shall work on the project until completion. Any substitution of personnel shall require the approval of the City in writing. Personnel changes shall only be considered for valid reasons, such as an employee leaving the firm,

major illness or accident. Only persons determined by the City to be well qualified shall be approved.

### **GENERAL INFORMATION**

The City reserves the right to inspect and investigate the business reputation, or other qualifications, of any firm and to reject any proposal, irrespective of quoted prices, if it is determined to be lacking in any of the essentials necessary to assure acceptable standards of performance. The City reserves the right to obtain financial data or other supplemental information concerning the firm and/or its subcontractors. Proposals submitted in response to the Request for Proposals shall constitute a binding offer.

Acknowledgement shall be indicated by the original signature of a Principal legally authorized to execute contractual obligations and shall also signify acceptance of all terms and conditions including compensation, as set forth in the Request for Proposals. The firm shall identify clearly and thoroughly any variations between its proposal and the City's Request for Proposals. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms and/or conditions.

#### Project Contact:

Sarah Hanzel  
Community Planning &  
Development Services Department  
300 Sixth Street  
Rapid City, SD 57701  
(605) 394-4120  
sarah.hanzel@rcgov.org  
[www.rcgov.org](http://www.rcgov.org)

### **Appendix A: Scope of Work**

The following outline is offered to describe the general extent of services to be provided by the Consultant. This outline is not necessarily all-inclusive and the Consultant will include in the proposal any tasks or alternatives and services deemed necessary to satisfactorily complete the project. Consultants are encouraged to bring both industry expertise and creative ideas tested elsewhere and tailored to Rapid City to help the community design the approach that best suits Rapid City. The Consultant will work closely with the Study Advisory Team and the Department to:

- A. Lead Meetings with Advisory Committee:** The Consultant will work with staff to keep the community well informed as the process moves forward implementing a successful community outreach program. Monthly progress meetings shall be held and may be conducted through video conferencing and/or webinars, set up and organized by the consultant.
- B. Develop and Implement a Public Engagement Process:** The Consultant will conceive a structure and schedule of public engagement activities (3 minimum)

and will lead the committee meetings and necessary public hearings. The City is able to provide meeting space for public gatherings regarding the planning process. The public engagement process should include a project website which shall be set up and maintained throughout the project by the consultant. The number of public meetings requiring the Consultant's attendance will be mutually negotiated, but is expected to be around 10. The Consultant is expected to attend all scheduled public participation activities and present the draft and final Plan to the Planning Commission and City Council.

**C. Conduct an Inventory of Existing Conditions:** The consultant will inventory and review data pertaining to existing conditions in the downtown area including but not limited to:

- Blight/vacant lots
- Commerce/economics
- Connections from Main Street Square to SDSM&T and to the Civic Center.
- Cultural assets
- Historic structures and facades
- Housing
- Land Use
- Landscaping
- Lighting
- Parking – on street and off street
- Public spaces
- Transit facilities and ridership
- Utilities
- Vehicular and bicycle/pedestrian circulation
- Zoning (patterns and regulations)

**D. Perform Analysis and Mapping:** The consultant will identify overall opportunities and constraints with emphasis on

- Downtown area housing
- Landmarks and Linkages
- Parking types, locations, capacity, need
- Performance of downtown area land use policies and zoning ordinances
- Redevelopment areas/vacancies
- Vehicular/Transit/Bicycle/Pedestrian activity

**E. Develop Draft and Final Downtown Area Master Plan Policy Document:** The consultant will use the public input and knowledge gained from the planning process to formulate a downtown area master plan policy document. The format of the plan should mimic the format of the City's Comprehensive Plan. It should specify values, principles, policies, goals, and actions steps to achieve a common vision for the downtown area that is consistent with the City's adopted Comprehensive Plan.

**F. Develop Draft and Final Downtown Design Guidelines:** The consultant will use the public input and knowledge gained from the planning process to develop guidelines that illustrate desired physical improvements as they relate to the private and public realm. The guidelines should be performance based, flexible, and address topics such as:

- Building character
- Building height
- Building spacing
- Landscaping
- Lighting (public and private)
- Open Space
- Parking
- Pedestrian amenities
- Public art
- Setbacks
- Signage
- Stormwater management systems
- Streets, sidewalks, streetscape
- Utilities

**G. Formulate an Implementation Document:** The consultant will identify a strategy for achieving the downtown area vision and goals by establishing specific priority action steps with target completion timelines.

### **Staff Role**

City staff will be closely involved, but the consultant is expected to devote the time needed to conduct research, write documents, and lead meetings as required with the Study Advisory Committee, subcommittees, and the public. Staff will take primary responsibility for scheduling and posting meetings and will attend all meetings. Staff will provide base data and maps.

### **Anticipated Submission Schedule and Key Dates:**

Questions Due: May 20, 2015

Questions and Answers Posted: May 22, 2015

Proposals Due: June 1, 2015

Selection Committee Review: June 9, 2015

Consultant Interviews: June 25, 2015

Contract Negotiations: Week of July 6, 2015

Notice to Proceed: July 13, 2015.

Deliverables Received and Council Adoption: June, 2016

## **Deliverable Materials**

- Monthly progress meeting minutes
- Provide digital, web ready drafts of the Plan for posting on the City's website as well as the required Study website.
- Produce all materials for public presentations.
- Public comment summary
- Open house comments/concerns and consultant's recommendations for inclusion or exclusion
- Committee, Planning Commission, and City Council meetings as required
- Digitize new maps, input data and create new ArcGIS layers, and incorporate selected maps from existing work products to produce ArcGIS maps. All final maps and overlays must be delivered in a geodatabase using ArcGIS v 10.2.2 or higher, along with map templates generated throughout the process. All final maps and source data files shall be provided to the City. Mapping files shall include the associated .mxd file and symbolize layer files consistent with all maps produced during the project.
- One digital reproducible copy of the draft downtown area master plan and design guidelines
- Downtown Area Master Plan – Draft and Final (8.5" x 11" vertical orientation)
- Downtown Area Design Guidelines – Draft and Final (8.5" x 11" vertical orientation)
- Implementation Document – Draft and Final
- Fifty (50) color copies and one unbound version of the Final Downtown Area Master Plan and fifty (50) color copies and one unbound version of the Final Downtown Area Design Guidelines. The final version of each deliverable shall be submitted in electronic format on a CD, DVD, or USB compatible hard drive and contain a Microsoft Word compatible version, and a PDF version. All images, tables and graphs used in the draft and final version shall be in Microsoft format. All maps used in the public participation process, committee meetings, and the draft and final version shall be delivered, created, and include all ArcGIS data and map templates created and presented to the public by the consultant for all public gatherings, the draft and the final version. All materials will become the property of the City of Rapid City.