

PROFESSIONAL SERVICES

Rapid City Downtown Parking Study and Strategic Plan

THIS AGREEMENT made on this _____ day of July, 2017 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Walker Parking Consultants, 5350 S. Roslyn Street, Suite 220, Greenwood Village, CO 80111, hereinafter referred to as CONSULTANT. This project will encompass the Downtown Parking Study and Strategic Plan.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of parking 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 services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include a plan for improving and enhancing the parking system in downtown Rapid City.

1.2 Scope of Work

The Basic Services Scope of Work is described in detail in Exhibit A and shall include Project Coordination, Existing Conditions Assessment, Future Parking Needs Assessment, Community Outreach, Opportunities for Public Private Partnerships Analysis, Alternatives Analysis & Plan Development, and Deliverables & Presentation.

SECTION 2 - OWNER'S RESPONSIBILITIES

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

- 2.1 The Community Planning and Development Services Director or their 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, and interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the Project.
- 2.2 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.
- 2.3 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.

- 2.4 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.

SECTION 3 - PERIOD OF SERVICE

The CONSULTANT'S period of service shall complete the scope of work as shown in Exhibit A, according to the timeline for tasks and deliverables as stated in Exhibit B. The period of service shall not extend later than April 1, 2018. No payment will be made for work undertaken before the OWNER issues a written "Notice to Proceed".

SECTION 4 - PAYMENTS TO CONSULTANT

4.1 Methods of Payment for Services and Expenses of CONSULTANT

- 4.1.1 *For Basic Services.* The OWNER will pay the CONSULTANT in a lump sum amount of \$95,000 as detailed in the attached Exhibit C "Scope Item/Task" for services rendered under Section 1 as detailed in Exhibit A.

Payment will be made pursuant to invoices submitted by the CONSULTANT with a signed voucher. Progress payments may be made upon completion of each numbered component as detailed in Exhibit A or at the OWNER's discretion based on work completed and documented on progress reports.

4.2 Times of Payments

CONSULTANT may submit vouchers for Basic Services by each component as that component is completed or for all completed components. OWNER shall make prompt payments in response to CONSULTANT'S signed vouchers.

For these services the OWNER shall make prompt payments to the CONSULTANT based on component billings submitted by the CONSULTANT up to 90% of the maximum fee for each Component as shown on Exhibit C, "Scope Item/Task". The remaining 10% shall be due upon approval of the deliverables for the Project as accepted by OWNER.

4.3 Other Provisions Concerning Payments

- 4.3.1 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.

- 4.3.2 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.

- 4.3.3 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.
- 4.3.4 *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 requested services. 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 requested services.

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.

- 4.3.5 *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.
- 4.3.6 *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.

- 4.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER. Payment as required in Super Circular 200.

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.

- 4.3.8 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.

4.4 Definitions

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.

4.5 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.

4.6 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.

4.7 Acquisition of Property or Equipment

The acquisition of property or equipment will be in accordance with Super Circular 200.

4.8 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.

4.9 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.

4.10 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, identified as Appendix A attached hereto and hereby, by this reference, made a part of this Agreement. The CONSULTANT agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

4.11 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 any actions, omissions, or negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

4.12 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, unless termination occurs pursuant to 4.3.2.

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 and the OWNER determines 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 5 – GOVERNING LAW

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

5.1 Forum Selection

Any dispute arising out of this contract shall be litigated in the Circuit Court for the 7th Judicial Circuit, Rapid City, South Dakota.

5.2 Compliance Provision

The CONSULTANT shall comply with all federal, state and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT shall procure all licenses, permits or other rights necessary for the fulfillment of its obligation under the Agreement.

SECTION 6 – MERGER CLAUSE

This written agreement which includes the Request for Proposals and associated exhibits, to include Exhibit A – Scope of Work, Exhibit B – Schedule, Exhibit C – Scope Item/Task, Appendix A – Assurances, Appendix B – Debarment, and the Request for Proposals, constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement. This agreement may only be amended or modified in writing signed by both parties to this Agreement.

SECTION 7 – 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, attached as Appendix B.

SECTION 8 – INSURANCE AND REPORTING

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the OWNER the following certificates of insurance and assure that the insurance is in effect for the life of the contract:

- A. Commercial General Liability Insurance: CONSULTANT shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: CONSULTANT agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than \$1,000,000.00.

The insurance provided for general liability and errors and omissions shall be adequate for the liability presented, and shall be written by an admitted carrier in the State of South Dakota.

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- D. Worker's Compensation Insurance: CONSULTANT shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

The Certificates of Insurance shall clearly evidence all insurance required in this Agreement and shall provide that such insurance may not be canceled, except on 30 days' prior written notice to the OWNER. The CONSULTANT shall furnish copies of

insurance policies if requested by the OWNER.

SECTION 9 - REPORTING

CONSULTANT agrees to report to the OWNER any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject CONSULTANT, or the OWNER or its officers, agents or employees to liability. CONSULTANT shall report any such event to the OWNER immediately upon discovery.

CONSULTANT'S obligation under this section shall only be to report the occurrence of any event to the OWNER and to make any other report provided for by their duties or applicable law. CONSULTANT'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the OWNER under this section shall not excuse or satisfy any obligation of CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 10 - 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:

Attest:

Mayor

Date

Finance Officer

Date

APPROVED AS TO FORM

Carla Cushman
Assistant City Attorney

Date

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this _____ day of _____, 2017, before me, a Notary Public, personally

appeared Steve Allender, Mayor of the City of Rapid City, and acknowledged to me that he did sign the foregoing document as such officer and for the purposes therein stated.

My Commission Expires:

Notary Public

(SEAL)

CONSULTANT:

By: _____
Title

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared _____, a Principal of Walker Parking Consultants, and acknowledged to me that s/he did sign the foregoing document as such officer and for the purposes therein stated.

My Commission Expires:

Notary Public

(SEAL)

Address for Giving Notices:

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

Walker Parking Consultants
5350 S. Roslyn Street,

Suite 220,
Greenwood Village, Colorado 80111

Appendix A
Professional Services Agreement
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
FOR FEDERAL-AID CONTRACTS
Assurances

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended (hereinafter referred to as the "Regulations"), incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Title VI Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national original, sex, age or disability.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the South Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the South Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - (a) withholding of payments to the contractor under the contract until the

- contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event of a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the South Dakota Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

Appendix B
Professional Services Agreement
Debarment

CERTIFICATION FOR DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental agency(federal, state or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

The CONSULTANT certifies that if it becomes aware of any later information that contradicts the statements of paragraph (1) through (4) above, it will promptly inform the City of Rapid City.



Scope of Work

PROJECT APPROACH

Project Coordination



Walker staff have authored many publications on parking design, technology, level of service, and many other topics.

Focused and organized project administration and management is needed for the successful execution of all projects – especially projects of the scale and importance of the Downtown Parking Study and Strategic Plan. With the goal of meeting client expectations on time and within budget, we will develop various project-specific administration tools (such as the schedule and budget provided in this proposal) and use Walker’s standard procedures to ensure that quality products are delivered and vetted internally for technical content and accuracy.

Communication is a key to the successful delivery of a project, and ensuring that client expectations are clearly understood. Development of a communication plan is the first step in our process as it will define how we interact with the City’s Community Planning and Development staff and also city stakeholders. A project schedule is the next highest priority as it defines Walker’s work plan and will be refined and confirmed with the City during our project kick-off meeting.

Walker’s project manager, Jeremiah Simpson, will maintain regular contact with our two subs, P.U.M.A and KLJ, to coordinate all data collection and public outreach efforts. Walker will meet with City staff at least three times during the course of the study and will also meet three times with the steering committee.

Please see the next section (Section D) of this proposal for additional details on our project management and communications tools and general approach.

Existing Conditions Assessment

This task entails collecting inventory, usage, turnover, and characteristic data for all existing public and private parking facilities and/or locations within the defined target area at mutually agreed upon times. This effort is designed to provide a clear understanding of current community parking conditions. It will establish a baseline of how parking is currently used in the study area, confirm current parking management and operational strategies, and identify challenges and opportunities.

It is necessary to understand the existing conditions in order to evaluate any shortcomings—localized or systemic. We will collect parking supply and demand information within the study area to identify shortfalls, surpluses, and user characteristics to help understand parking needs and likely impacts of proposed policy adjustments.

The information collected during this task will include quantifying public on-street and off-street supply, as well as all private off-street supply where we are granted access for the purpose of this study. We will also note characteristics of the parking supply such as any restrictions (time or user group), pricing, and general condition and description of the supply.

We will collect parking occupancy data up to three times on a day which represents typical peak usage. Parking occupancy data will be captured to match the detailed inventory breakdowns recorded within the parking supply inventory. These occupancy counts will provide a “snapshot” of current parking conditions. The occupancy counts will then be compared to the effective parking supply (actual supply less 10% to 15%) to determine the estimated parking adequacy by study area zone or neighborhood and on a block-by- block basis.



Photo Credit: P.U.M.A



Photo Credit: P.U.M.A



Scope of Work

In addition to parking occupancy counts, Walker also proposes to utilize industry leading technology to record parking turnover in select on-street and off-street locations.

License Plate Inventory Tool

Walker Parking Consultant's utilizes an advanced portable vehicle mounted License Plate Recognition (LPR) system by Genetec. The system operates AutoVu Patroller software typically used in parking enforcement applications. Two specially designed magnetic mounted high speed cameras utilizing infrared lighting allow the system to effectively capture plates while moving along the roadway or within a parking lot or garage. Plate images are captured one or both sides of the equipped vehicle. The images are recorded and the license plate characters are recorded using optical recognition software, in addition to an overall image of the vehicle, close-up of the plate, GPS coordinates, and date/time of the observation.

The system can automatically identify vehicles parking beyond a set time limit, check for specific plates or simply record the data for further analysis using Excel or similar data analysis tool. The unit is completely portable allowing the unit to be installed, calibrated, and in use within about 30 minutes.

- Walker will perform parking occupancy counts at the three agreed-upon times, utilizing the detailed breakdowns recorded during the parking supply inventory. Walker will perform a parking turnover study in the form of a license plate inventory for key corridors and ungated parking supply. The license plate inventory will utilize industry leading technology (AutoVu license plate recognition equipment) to document license plate number, location, and timestamp. Walker proposes to perform up to 10 miles of total length (one side for roadways; two sides for surface lots) for this survey at agreed upon intervals—likely two hours. The area selected in coordination with City staff may contain off-street lots, and various block faces. Additional distance may be studied, if desired, at additional cost.



Future Parking Needs Assessment

Defining the future parking needs of an area can be a formidable task. Parking projections must account for known proposed developments, current vacant space, potential market growth, and trends in transportation and access.

The first step is to identify known significant vacancies, known (re)development areas/sites, and locations likely to be (re)developed based on market potential for the site and limitation on the current use based on building size, etc. Walker will identify significant vacant spaces while collecting parking field data; site status will be confirmed with City staff. The discussion with City staff will also highlight any known areas/sites slated for redevelopment (ongoing or in the near future). Growth potential for downtown will be identified through market analysis, utilizing information from the City and, as appropriate, the development community.

Next, assumptions must be made related to the future of transportation and access in Downtown. In this portion of our analysis we make assumptions related to the impact of these services—assumptions will be based on transportation industry trends, regional transportation plans, etc. These assumptions will tailor the shared parking demand projection model to the proposed future conditions for downtown Rapid City.

- Once we've performed these steps to develop a proposed future condition, we can evaluate, on a block-by-block basis, whether parking would be met adequately within the proposed supply. If not, identify whether the shortfall is localized or systemic. These findings will aid in developing a plan to mitigate proposed future parking shortfalls.



Scope of Work

- Walker will meet with City staff to identify underdeveloped sites within the study area. Identify what each potential site could become if built to highest and best use per current zoning for each. Discussion with City project team should define whether any surface lots should be assumed to remain, etc.
- For the purposes of modeling shared parking demand, Walker will subdivide the study area into zones utilizing a reasonable walking distance.

Community Outreach

A recent master planning effort in Denver with one of our local partners.



Photo credit: OV Consulting

Rapid City and the Walker team both desire community input during this project. Our experience is that a policy development with community input allows for implementation and progress to occur more expeditiously. We understand there are sensitivities and risks that accompany a community engagement process and the right personalities, tactics, and technical competency can mitigate those risks. Our experience of successfully working with communities throughout North America is rooted in the principle that all stakeholders are treated with dignity and respect. Our project team approaches community engagement with a combination of empathy to understand personal experiences, patience to actively listen, and transparency and technical competency to build trust. We do not take lightly the important task of representing the City before its community members and fully understand the responsibility.

In addition to three steering committee meetings, Walker will conduct one community meeting and one stakeholder meeting (with downtown merchants and businesses). We value this time with community members to listen, understand and collaborate on the formation of practical solutions. In addition, Walker will build and administer a community survey to gather further quantitative and qualitative assessments of the downtown parking system. We will also conduct up to six one-on-one or small group interviews with other key stakeholders.



Photo credit: OV Consulting

Excitement and innovation are key tenets to the Walker team's approach to public engagement. We use a comprehensive strategy to get the public truly involved in decision-making—no matter what their demographic. We don't believe in explaining technical terms and concepts ad nauseam in a PowerPoint—we believe in engaging, interactive in-person and online outreach methods that get people moving, thinking, learning, and—most importantly—contributing valuable insight on the project. We've used keypad polling, targeted brainstorming sessions, mapping games, and other unique techniques to make even the most esoteric of topics—from Automated Parking Guidance Systems (APGS) to Transportation Demand Management (TDM)—digestible and fun for the public. As mentioned previously, the City has proposed a community survey as a method to engage the public for the Downtown Parking Study and Strategic Plan—however, Walker would be eager to offer a bid alternate option of an in-person keypad polling exercise, which would assess Rapid City citizens' perceptions and preferences on parking topics and concepts in real time.

Our team members P.U.M.A and KLJ will be directly involved in the community outreach effort so that the community meeting and stakeholder meetings can be conducted more extensively and leverage feedback from smaller focus groups (with one team member facilitating each discussion). P.U.M.A.'s involvement in the public workshop will be highly beneficial to the City and will help demonstrate to the community how the recent Master Plan and the Parking Plan are being used to develop a cohesive strategy for the downtown.

Scope of Work

Public-Private Partnerships



Photo Credit: P.U.M.A

Walker has been actively engaged in ongoing research efforts to identify communities in the U.S. that have successfully leveraged public-private partnerships (or similar agreements) to help develop public, or publicly-available, parking resources for a downtown. Our work on this scope section will identify the tools available to Rapid City to leverage these types of arrangements, discuss the pros and cons of each, and generate a list of comparative tools to consider. These tools may include items such as P3's, long-term lease agreements, and alternative funding sources for the parking system enterprise fund such as: in-lieu fees, parking assessment districts, tax increment financing strategies, and other commonly-used mechanisms.

Walker's team is well-versed in use of these strategies and our analysis will help the City to identify which programs may be most feasible and financially viable for the downtown. In addition, Walker's extensive knowledge of parking development costs and trends and parking operating and maintenance (O&M) costs, will help to inform this analysis.

Alternatives Analysis & Plan Development

With the understanding gained from the completion of the supply/demand analysis and stakeholder input, Walker will develop achievable recommendations for improving current parking conditions and meeting future parking demand efficiently and cost-effectively. Examples of the questions that will need to be resolved include:

- Can the parking system be made to function more efficiently, such that more cars can be accommodated without building additional parking?
- Can parking management practices be improved to better balance parking supply and demand?
- Are there opportunities to apply transportation demand management (TDM) strategies to reduce the number of current or future parking spaces?
- If necessary, how can the parking capacity be increased?
- Can the capacity of existing parking facilities be increased? If so, how?
- Are there any low cost options to increase capacity such as lot restriping, facility reconfiguration, shared parking, lot expansion, etc.?
- What are the strengths and weaknesses of the alternatives for increasing parking capacity and how do they compare with each other?
- What phasing plan is recommended in order to provide adequate parking when it is needed?
- If one is needed, where are the available sites on which a parking structure can be built?



Photo Credit: P.U.M.A

The first part of the alternatives analysis will focus on management of existing resources. In addition to evaluating opportunities for lot reconfiguration and restriping of spaces, we will analyze location of resources, utilization imbalances (if any), time limits and/or rates and enforcement practices, and determine whether changes to the way the parking system is managed can free up parking in the most congested locations.

This task also includes a review of parking operations, policies and practices and includes an objective look at the existing organizational structure for managing municipal parking, rules that govern municipal parking and the activities that the City employs to enforce these rules. The overall objective of this task is to provide a professional



Scope of Work

"Walker Parking Consultants recently prepared a superb parking analysis for Downtown Scottsdale. A 0.20-square-mile, 4100-parking-space portion of Downtown Scottsdale both enjoys and suffers from urban activity. We needed Walker to document the parking use by space to help us determine where and how to provide new parking supply. Walker provided a comprehensive and focused parking use analysis. Jeremiah Simpson with Walker is a superb professional – very knowledgeable, very thorough, very client-service-oriented. He was always both prompt and patient. Jeremiah always listened carefully to our comments and concerns, providing his extensive technical knowledge and recognizing the future utility of the study. Walker Parking Consultants is the correct consultant for data-intensive, multi-faceted, and politically-controversial parking analyses."

Paul E. Basha PE, PTOE,
Transportation Director



"outsider's" perspective to help Rapid City make its parking system the best it can be. To succeed at meeting this objective, we will consider organizational efficiencies, parking-related interdepartmental responsibilities, parking system operating and financial goals, stakeholder input, historical policies and practices, and the character of the City. Based upon these considerations, Walker will develop a parking management plan that suggests opportunities for improvements. This task is intended to answer questions regarding optimal organizational structure, parking policies and practices. As appropriate, we will also discuss implementation strategies, such as pilot programs and timing for certain strategies.

Deliverables & Presentation

The work that has been done by Walker will be organized and presented in the form of a plan for improving and enhancing the parking system found in downtown Rapid City. The plan will improve overall parking accessibility needs, and support future expansion, development, and redevelopment. Areas for which recommendations and strategies may be developed can include, but not be limited to:

- New parking principles and initiatives
- Parking system management and operational strategies
- Options for strategically adding future parking spaces to support current and future needs
- Options for maximizing the use of existing resources
- TDM strategies to reduce the number of future parking spaces that will be needed
- Options for the application of technology to enhance the delivery of parking services
- Strategies for supporting positive parking experiences for all user groups

Implementation strategies, such as pilot programs and timing for certain strategies, will accompany recommended modifications/enhancements for the parking system.

The parking plan will be mutually developed with the City and guided by input from the community. This process will bring clarity to the recommended options and provide an implementation timetable. After the plan has been developed and approved by the City, Walker will prepare materials suitable for presentation to the Governing Board.



Scope of Work

TASKS TO BE PERFORMED

Based on the project approach described on the previous pages, Walker proposes to deliver a comprehensive Downtown Parking Study and Strategic Plan for the City of Rapid City; the following tasks are envisioned to complete this work:

Project Coordination

- 1.1 Schedule Development
- 1.2 Communications Plan
- 1.3 City and Steering Committee

Existing Conditions Assessment

- 2.1 Travel / Site Visit
- 2.2 Parking Inventory / maps
- 2.3 Occupancy surveys
- 2.4 Turn-over surveys

Future Parking Needs Assessment

- 3.1 Growth Plan
- 3.2 Demand Modeling
- 3.3 Impact Analysis

Community Outreach

- 4.1 Travel / Site Visit
- 4.2 Community Meeting
- 4.3 Stakeholder Meetings
- 4.4 Surveys

Public-Private Partnerships

- 5.1 P3 opportunities
- 5.2 Task Report

Alternatives Analysis & Plan Development

- 6.1 Alternatives Analysis
- 6.2 Plan Development

Deliverables & Presentation

- 7.1 Final Deliverables
- 7.2 Final Presentation

We would be happy to discuss our approach with the City in more detail. We would also be happy to make changes as needed to the scope, schedule, or fee, if the work described previously does not adequately address your needs.

ESTIMATED TIMELINE

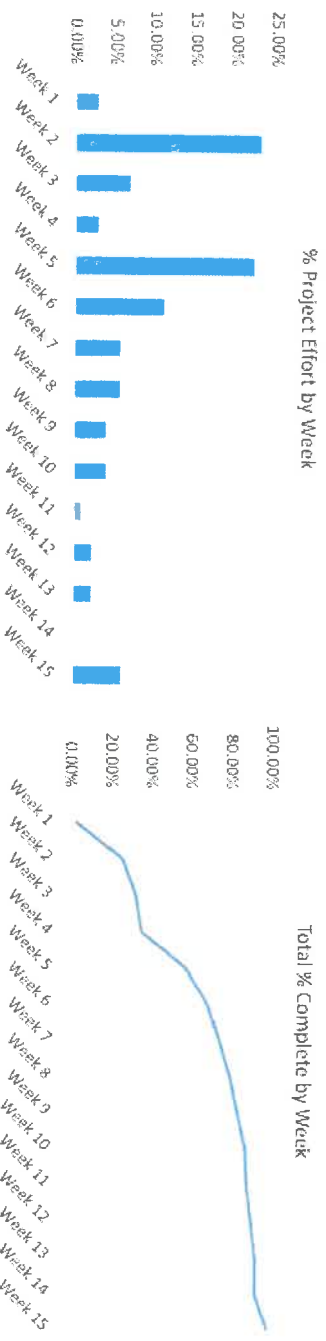
A 15-week schedule is suggested to complete the tasks outlined above, and based on our experience with similar downtown parking plans. Again, the schedule below is fully negotiable with the City. Walker does suggest that data collection be organized to occur during the peak summer months. Local staff, including KLU associates, will be used for data collection tasks to the extent possible in order to save budget and maximize the value to the City.

| | Total Hrs | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 | Week 10 | Week 11 | Week 12 | Week 13 | Week 14 | Week 15 |
|---|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| 1.1 Schedule Development | 8 | | | | | | | | | | | | | | | |
| 1.2 Communications Plan | 8 | td1 | | | | | | | | | | | | | | |
| 1.3 City and Steering Committee | 14 | | mm | | | | | | | | | | | | | |
| 2.1 Travel / Site Visit | 18 | | | | | mm | | | | | | | | | | |
| 2.2 Parking Inventory / maps | 42 | | | | | | | | | | | | | | | |
| 2.3 Occupancy surveys | 44 | | | | | | | | | | | | | | | |
| 2.4 Turn-over surveys | 44 | | | | | | | | | | | | | | | |
| 3.1 Growth Plan | 14 | | | td2 | | | | | | | | | | | | |
| 3.2 Demand Modeling | 16 | | | | | | | | | | | | | | | |
| 3.3 Impact Analysis | 26 | | | | | | | | | | | | | | | |
| 4.1 Travel / Site Visit | 18 | | | | | | | | | | | | | | | |
| 4.2 Community Meeting | 46 | | | | | | | | | | | | | | | |
| 4.3 Stakeholder Meetings | 36 | | | | | | | | | | | | | | | |
| 4.4 Surveys | 28 | | | | | | td3 | | | | | | | | | |
| 5.1 P3 opportunities | 18 | | | | | | | | | | | | | | | |
| 5.2 Task Report | 20 | | | | | | | | | | | | | | | |
| 6.1 Alternatives Analysis | 42 | | | | | | | | td4 | | | | | | | |
| 6.2 Plan Development | 78 | | | | | | | | | | | | | | | |
| 7.1 Final Deliverables | 26 | | | | | | | | | | DR | | | | | |
| 7.2 Final Presentation | 34 | | | | | | | | | | | | | FR | | |
| Deliverables Key td = Task Deliverables 1, 2, 3, and 4 mm = meeting minutes DR = Draft Report FR = Final Report FP = Final Presentation | | | | | | | | | | | | | | | | |



Scope of Work

PROJECTED WORK EFFORT BY WEEK



SCHEDULE OF WORK PRODUCTS

The proposed project schedule above includes a number of key deliverable milestones including the following:

(Td1) Scope/Schedule and Communications plan task report: This will be a technical memorandum that documents the final scope and schedule as agreed upon with the City and sub-consultants; this task report will also outline our approach to the public outreach element.

(Td2) Occupancy data collection summary: Maps, tables, and charts showing the results from our parking inventory, occupancy, and turn-over surveys; these are provided early in the process so that the City can verify review the data collected and discuss with the consultant team as needed.

(Td3) Stakeholder meeting summary: A memorandum showing results and feedback received during our community workshop and from individual (or group) stakeholder interviews.

(Td4): Results from our online polling tool will be shared with the City once the polling period closes.

(DR): A full draft report will be provided containing consolidated results from the previous task reports and providing the parking strategy plan.

(FR/FP): A Final Report and Final Presentation materials will be developed based on consolidated comments received from the City on the draft report document and on previous work products.



Scope of Work

PROPOSED BUDGET

Based on the proposed scope of work, timetable, and deliverables (discussed above), Walker proposes a lump sum fee budget of \$95,000 including travel and other typical expenses. Walker's fees are 100% inclusive of all elements described in this proposal and no bid alternatives are included or suggested at this time. Any cost overruns will be absorbed by Walker with the exception of mutually-agreed upon change orders to expand the scope of work.

| Hourly Labor Budget Scope Item / Task* | WALKER | | | P.U.M.A. | | KLI | | Professional Fees |
|---|---|----------------------------|------------------|--------------------------|-----------------------|-----------------------------|-------------------------|----------------------|
| | Senior Principal Froemming / Dorsett | Project Manager Simpson | Analyst Baker | Vice President Folsom | Graphics Associate | Project Engineer Foreman | Field Tech Associate | |
| 1.1 Schedule Development | | 4 | 2 | 1 | | 1 | | |
| 1.2 Communications Plan | 2 | 4 | 2 | | | | | |
| 1.3 City and Steering Committee | | 6 | 6 | 1 | | 1 | | |
| Project Coordination | 2 | 14 | 10 | 2 | 0 | 2 | 0 | \$5,140 |
| 2.1 Travel / Site Visit | | 6 | 6 | 6 | | | | |
| 2.2 Parking Inventory / maps | | 4 | 16 | | 10 | 2 | 10 | |
| 2.3 Occupancy surveys | | 4 | 20 | | | | 20 | |
| 2.4 Turn-over surveys | | 4 | 20 | | | | 20 | |
| Existing Conditions | 0 | 18 | 62 | 6 | 10 | 2 | 50 | \$18,700 |
| 3.1 Growth Plan | | 4 | 10 | | | | | |
| 3.2 Demand Modeling | 2 | 4 | 10 | | | | | |
| 3.3 Impact Analysis | 2 | 4 | 10 | | 10 | | | |
| Future Parking Needs | 4 | 12 | 30 | 0 | 10 | 0 | 0 | \$8,340 |
| 4.1 Travel / Site Visit | | 6 | 6 | 6 | | | | |
| 4.2 Community Meeting | | 6 | 10 | 10 | 10 | 10 | | |
| 4.3 Stakeholder Meetings | | 6 | 10 | 10 | | 10 | | |
| 4.4 Surveys | 2 | 6 | 20 | | | | | |
| Community Outreach | 2 | 24 | 46 | 26 | 10 | 20 | 0 | \$20,280 |
| 5.1 P3 opportunities | 2 | 8 | 8 | | | | | |
| 5.2 Task Report | | 10 | 10 | | | | | |
| Public-Private Partnerships | 2 | 18 | 18 | 0 | 0 | 0 | 0 | \$6,380 |
| 6.1 Alternatives Analysis | 2 | 20 | 20 | | | | | |
| 6.2 Plan Development | 4 | 30 | 30 | 2 | 10 | 2 | | |
| Plan Development | 6 | 50 | 50 | 2 | 10 | 2 | 0 | \$19,300 |
| 7.1 Final Deliverables | 2 | 10 | 10 | 2 | | 2 | | |
| 7.2 Final Presentation | | 10 | 10 | 2 | 10 | 2 | | |
| Deliverables and Presentation | 2 | 20 | 20 | 4 | 10 | 4 | 0 | \$9,200 |
| PROFESSIONAL LABOR: | 18 | 156 | 236 | 40 | 50 | 30 | 50 | \$87,340 |
| Projected Travel Costs: | | | | | | | | |
| Airfare | | | | | | | | 3600 |
| Hotel, meals, and transp. | | | | | | | | 3400 |
| Reproductions / Misc. | | | | | | | | 660 |
| TOTAL: | | | | | | | | \$95,000 |

*All fees are subject to final negotiations with the City regarding scope of work, travel schedule, and level of data collection required

City of Rapid City

Request for Proposal Consultant Services – Downtown Parking Study and Strategic Plan



RFP Deadline: May 9, 2017 at 4:00PM

Overview

The City of Rapid City seeks the services of firms or individuals engaged in professional parking and transportation consulting and/or management to undertake a Downtown Parking Study and Strategic Plan that will:

- Determine how parking is being utilized now in order to determine if the existing parking supply is adequate;
- If the existing parking supply is not determined to be adequate, determine where additional supply is needed based on current and future demands;
- Review the City's management approach and make recommendations for improvements;
- Review the City's fee structure to determine appropriateness for market.

The final plan shall reflect knowledge and understanding of the City's downtown parking inventory and resources, as well as the community's values and objectives.

Background

The project study area corresponds with the City's downtown area, generally described as bounded by East Boulevard to the East, West Boulevard to the West, Omaha Street to the North and Columbus St to the South. A map of the downtown area is attached.

Recent revitalization projects in downtown Rapid City (such as Main Street Square and the East of 5th St projects) have sustained a vibrant and lively historic downtown. The 2014 Comprehensive Plan called for the need of a Downtown Master Plan to ensure continued appropriate redevelopment. This Downtown Master Plan, which was completed and adopted by the Council in October 2016, can be found at <http://www.rcdowntownplan.com/current-documents/9-downtown-area-master-plan-final-version/file>. A key component of this plan was to implement a parking management program. This study/strategic plan is the first step in accomplishing that objective.

The City of Rapid City experiences its highest parking demand during summer tourism season, which is between Memorial Day and Labor Day, as well as for popular special events at Main Street Square.

There is a perception that there is a "parking problem" in the downtown area, though City staff and officials tend to believe there is usually adequate parking, except at peak times, just not as conveniently located as people would like.

The City of Rapid City operates a downtown parking system that comprises four surface lots containing 285 leased spaces; a 3-level parking structure that contains 374 leased spaces, 10 handicap spaces and 92 metered spaces; multiple free 3-hour on-street parking spaces; and multiple metered on-street parking spaces. In addition, there are a small number of private off-street parking lots. The parking system is managed through an Enterprise Fund (i.e. outside the General Fund) intended to cover capital

improvements, operations and ongoing maintenance budgets. Maintenance work is undertaken mainly by contracted services. A map of our current parking system can be found at

http://www.rcgov.org/index.php?option=com_docman&view=download&alias=2160-parking&category_slug=geographic-information-system-division&Itemid=149.

The last parking study conducted in Rapid City was in 2007, prior to the completion of Main Street Square and the revitalization efforts of the downtown area.

Project Outcomes

This report will be used by the elected officials and staff to evaluate and implement improvements to the parking system, supply and options. Outcomes from the project include:

- A realistic plan for more effective use of parking and better management of the downtown parking system;
- Credible information that can be communicated to the public and stakeholders;
- A parking system that contributes to a positive image of the City;
- A parking system that supports livability and economic development in Downtown, including provisions for bicycle parking;
- A parking system that deploys the latest technology to improve the user experience while sustaining realistic revenue goals (i.e. credit card and phone payment systems, etc)

Scope of Services

A final scope of work will be developed by the City and the selected consultant ("The Consultant"). The items outlined below are the City's minimum expectations.

- **Project Coordination:** The Consultant shall coordinate with Community Planning & Development Services Department staff regarding schedule, deliverables and the scope of work. The Consultant shall host a minimum of three steering committee meetings.
- **Existing Conditions Assessment:** The Consultant shall complete a review and analysis of the parking system including location, type, rates, hours of operation, use restrictions and adequacy of public and private parking availability. Create a data collection plan to gather field observations and assist in data collection. The City will provide data from an existing parking inventory to use as a basis.

- Community Outreach: The Consultant shall facilitate one community meeting and one stakeholder meeting that is targeted to downtown merchants and businesses. The Consultant shall also develop and conduct a community survey on the downtown parking system. The City is open to additional strategies and approaches to enhance community engagement at the recommendation of the consultant.
- Public/Private Partnership: Outline realistic options and parameters for private development of parking facilities for the general public. Identify strategies to encourage private development of parking facilities. Identify the pros and cons of a private /public partnership to develop additional parking facilities.
- Identify and Evaluate Parking Recommendations: The Consultant shall review anticipated development and transportation infrastructure changes, as well as parking management recommendations in the Downtown Master Plan (See page 85). They shall evaluate the appropriateness and adequacy of the parking supply, zone structure and pricing strategy for the next 5-10 years. The consultant shall make recommendations for land use/zoning parking standards that will support the vision for downtown and the parking program.
- Report: The Consultant shall prepare a draft report for review prior to finalizing the report.
- Presentation to Governing Board: It is anticipated that the Consultant shall prepare and present the final report to the Governing Board upon completion.

Final Products

The consultant will provide two (2) copies of a final report, one unbound, and an additional digital copy in a commonly accessible format. All work products associated with the project, preliminary or final, paper and/or electronic format, shall be the property of the City of Rapid City.

Schedules and Submittals

Proposal due: May 9, 2017

Consultant selection by June 15, 2017

Complete project by December 1, 2017

Proposal Submission Requirements

Responses to this RFP shall consist of:

- A. *Letter of Transmittal* (1 page) – A letter of transmittal that includes a single contact (Project Manager), mailing address, telephone number, and email address.
- B. *Introduction/Summary* (2 pages maximum) – A short introduction and summary of the company/consultant (i.e. how long the company/consultant has been in

business, number of employees, etc.). In addition, a description of what disciplines are included within the firm.

- C. *Scope of Work* (10 pages maximum) – Include a detailed work program that addresses:
 - a. Tasks to be performed.
 - b. Estimated timeline.
 - c. Schedule of work products.
 - d. Proposed budget with a cost breakdown by Scope of Work element and a lump sum fee for the services required to fulfill this RFP, including all expenses. 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 the subcontractors' involvement.
- D. *Project Management and Communication* (1 pages maximum) – Methods the Consultant proposes to use to manage the project and communicate with the City of Rapid City and the public as to project progress, reviews, and conduct of public meetings.
- E. *Personnel Qualifications and Experience* (7 pages maximum) – Resumes of the individuals who will be assigned to the project.
- F. *Comparable Projects with References* (3 pages maximum) – Identify 2 comparable projects in progress or completed, with the following information:
 - a. Current contact names and telephone numbers
 - b. Summary of the project
 - c. Nature of public involvement in the project
- G. *Representative Work Sample* – A representative work sample similar to the work being requested. The sample may be provided digitally (e.g., a PDF). Directing the City to an online document or file-sharing site is also acceptable. Only one (1) representative work sample is required per submittal.
- H. *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.

Proposal Format and Due Date

Submit six (6) complete proposal sets. All submissions become the property of the City of Rapid City upon submission.

Submittals must be hand-delivered or mailed to:

Community Planning & Development Services Department
City of Rapid City
Attn: Sarah Hanzel
300 Sixth St
Rapid City SD 57701

Submissions must be received by 4:00 P.M. on Friday, May 9, 2017

Emailed or faxed submittals will NOT be accepted

Questions Concerning Responses to this RFP: All questions regarding this RFP must be submitted by email to Sarah Hanzel sarah.hanzel@rcgov.org and received not later than 4:00 pm on **Friday, April 21, 2017**.

Answers to submitted questions will be posted as an addendum to the bid listing on the City's Public Purchase System on April 25, 2017. The BID listing is available at <http://www.rcgov.org/departments/public-works/engineering-services/current-bid-openings-385.html>

Proposal Review Criteria and Award

A Selection Committee consisting of representatives from City Staff and Elected Officials will evaluate the proposals based on the following criteria:

| Review Criteria | Weight | Max. Points | Points* Weight |
|--|---------------|--------------------|-----------------------|
| Understanding of the Project Goals (Scope-of-Work) | 5 | 5 | 25 |
| Past Performance on Similar Projects | 4 | 5 | 20 |
| Qualifications / Experience of Proposed Staff | 3 | 5 | 15 |
| Ability to Meet Schedules & Budgets | 3 | 5 | 15 |
| Cost and proposed distribution of effort | 3 | 5 | 15 |
| Overall quality of the RFP submittal | 2 | 5 | 10 |
| TOTAL | | | 100 |

The City of Rapid City reserves the right to seek clarification of any proposal submitted and to select the consultant that is best able to address the project purpose and to reject any and all of the proposals. The City of Rapid City reserves the right to withdraw this Request for Proposals, to accept or reject any or all proposals, to advertise for new proposals if it is in the best interest of the City to do so, and to award a contract as deemed to be in the best interest of the City.

The Selection Committee at its discretion may conduct interviews of finalists during the week of May 22, 2017. The City anticipates making the award no later than June 15, 2017.

This solicitation of proposals in no way obligates the City of Rapid City to award a contract.

Equal Opportunity – The selection of consultant shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Rapid City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

Contract requirements

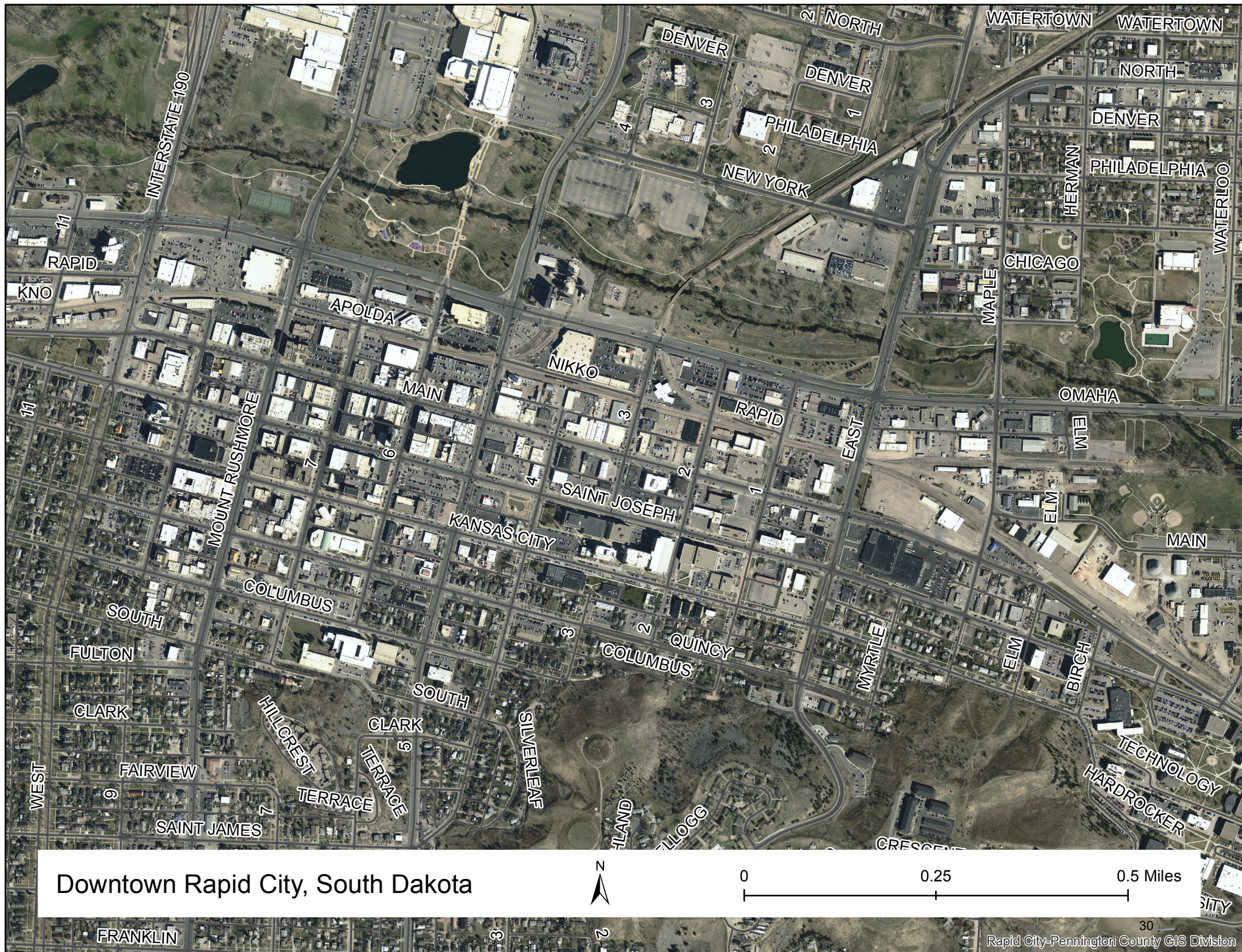
The Consultant will be registered with the Secretary of State to do business in the State of South Dakota prior to contract signing.

The awarded contract will be provided on a fixed fee basis. The reimbursement rate for direct expenses, such as meals, mileage, etc., will conform to the City of Rapid City travel policy rates. All products and borrowed materials shall be delivered prior to final payment.

The consultant shall be solely responsible for all claims of whatever nature arising out of rendering of services by the consultant during the terms of the contract. The consultant shall indemnify and hold the City of Rapid City and other participants harmless against the same to the extent permitted by law.

The selected consultant shall comply with all applicable federal, state, and local laws and regulations in the performance of service.

A draft Agreement for Professional Services is attached as part of this RFP.



Downtown Rapid City, South Dakota



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