

**REQUEST FOR PROPOSALS  
WEST BOULEVARD HISTORIC DISTRICT RESURVEY  
CITY OF RAPID CITY**

**Introduction**

The Rapid City Historic Preservation Commission (HPC) in conjunction with the State Historical Preservation Office (SHPO) and Office of History is soliciting proposals for a resurvey of the West Boulevard Historic District (District) located in Rapid City, South Dakota (see attached map).

**Background**

The District currently spans approximately 182 acres and consists of approximately 824 - 850 properties, more or less, to be resurveyed. A resurvey is required due to the deterioration of historic property. Typical threats to the historic integrity of the District include encroachment of commercial development and alterations to historic architectural and landscaping features. The last survey of the District was completed in 1992.

**Project Description**

The project entails the completion of a reconnaissance level resurvey of the District that will identify, update, and document historic structures. This resurvey does not aim to expand the boundaries but rather to update the status of all properties located within the existing District. It is anticipated that this will be a multi-phased, multi-year project. The City is currently seeking proposals for Phase 1 of the resurvey. Phase 1 includes a proposed work plan and cost estimate for future phases as identified in Phases 2-4.

**Scope of Services Requested**

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

**Phase 1**

**Task 1:** Conduct Pre-field Research. Follow the requirements for pre-field research and public meetings prior to the start of the resurvey.

**Task 2:** Confirm historic properties in existing State Historic Preservation database. Create new records as needed.

**Task 3:** Update geographical reference field and ownership information for each new or existing record.

**Task 4:** Prepare a report identifying an outline of the following:

1. Survey Plan
2. Cost analysis to complete the survey
3. Recommendations to approach future phases

**Phase 2**

**Perform Reconnaissance Level Survey.** For each of the properties in the District, the consultant will complete a "Historic Sites Survey Structure Form," which is to be taken into the field and completed in hard copy and accompanied by digital photos from the same orientation as historic photos on file. An example of this form is attached and available at:

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

### **Phase 3**

**Submit Inventory Form Data to Online Database.** Enter the information from the survey forms, including new records and updates to existing records, into the South Dakota SHPO Database. SHPO will make available the records of the properties to be added/updated through an online user account.

### **Phase 4**

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

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

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

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

Product deliverables will include:

- Two (2) sets of completed forms in hard copy
- A final survey report
- Current photos of the same orientation as historic photos on file. Digital photo submission shall comply with the “South Dakota Historic Resource Manual, 2006” specifications.
- A full updated inventory of each structure in the District
- Any additional maps, sketches, or slides used to complete the project

### **Product Deliverables Phase One**

- [Summary of cursory data entry for all tasks associated with Phase 1](#)
- [Prepare a report identifying an outline of the following:](#)
  - [1. Survey Plan](#)
  - [2. Cost analysis to complete the survey](#)
  - [3. Recommendations to approach future phases](#)

#### **Project Direction**

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

#### **Qualifications**

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

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

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

**Time Frame**

Bids and proposals shall be submitted no later than **Noon on February 18, 2014.**

The proposal shall include a timeline for the work. All products must be completed, submitted, and accepted by **April 30, 2014** with the final invoice delivered by **May 5, 2014.**

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

Consultant Proposals Submitted	Noon, February 18, 2014
Contract Negotiations Complete	February 19, 2014
Notice to Proceed	February 21, 2014

**Period for Performance**

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

Notice to Proceed	February 21, 2014
Task 1 Due	March 20, 2014
Task 2 Due	April 10, 2014
Task 3 Due	April 21, 2014
Task 4 Due	April 30, 2014
Invoice delivered by	May 5, 2014

**General Instructions**

Inquiries

Questions about this project may arise while preparing responses to this Request for Proposals. Inquiries are to be made in writing prior to **Monday, February 10** and answers thereto will be mailed or emailed to all firms who have received the Request for Proposals. Please direct questions to:

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

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

#### Signature Requirements

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

#### Proposal Submission

For a consultant to be considered for this project the City of Rapid City Community Planning and Development Services must receive your proposal no later than **Noon on February 18, 2014**. Any background information, experience, and descriptive examples of the consultant's work must be submitted with the proposal at the required time of submittal. Six (6) hard copies and one digital PDF version must be submitted to the City of Rapid City. Please direct proposal submittals to:

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

#### Addenda and Supplements

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

#### Tentative Payment Schedule

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

#### Rejection Rights

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

#### Cost of Proposal Preparation

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

#### Proposals to be in Effect

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

#### Insurance

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

#### Taxes

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

#### Selection Process

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

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

#### Qualifications, Costs and Financial Data

Those submitting proposals will be evaluated according to the qualifications in terms of experience, the ability to perform and manage the work, the ability to work within a schedule, and within a fixed budget. The firm is asked to submit a description of prior work that is related to the scope of work previously described. Particular emphasis will be placed on the qualifications of all staff involved in the project.

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

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

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

#### Contract Provisions and Assurances

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

#### Miscellaneous

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

#### **SUMMARY**

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

**SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE  
HISTORIC SITES SURVEY STRUCTURE FORM**



**SITE INFORMATION**

\*SURVEY DATE: \_\_\_\_\_  
\*SURVEYOR: \_\_\_\_\_

\*ADDRESS: \_\_\_\_\_  
\*COUNTY: \_\_\_\_\_  
\*CITY: \_\_\_\_\_

LOCATION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

\*QUARTER 1: \_\_\_\_\_  
\*QUARTER 2: \_\_\_\_\_  
\*TOWNSHIP: \_\_\_\_\_  
\*RANGE: \_\_\_\_\_  
\*SECTION: \_\_\_\_\_  
ACRES: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_  
OWNER ADDRESS: \_\_\_\_\_  
OWNER CITY: \_\_\_\_\_  
OWNER STATE: \_\_\_\_\_  
OWNER ZIP: \_\_\_\_\_  
QUAD NAME: \_\_\_\_\_

OWNER CODE 1: F S L P  
OWNER CODE 2: F S L P  
OWNER CODE 3: F S L P

**HISTORIC SIGNIFICANCE**

\*DOE: \_\_\_\_\_  
\*DOE DATE: \_\_\_\_\_  
REASON INELIGIBLE: \_\_\_\_\_

REGISTER NAME: \_\_\_\_\_  
MULTIPLE PROPERTY NAME: \_\_\_\_\_

NOMINATION STATUS: \_\_\_\_\_  
DATE LISTED: \_\_\_\_\_  
REFERENCE NUMBER: \_\_\_\_\_  
HISTORIC DISTRICT RATING: C or NC  
PERIOD: \_\_\_\_\_

CATEGORY: \_\_\_\_\_  
SIGNIFICANCE LEVEL 1: N S L  
SIGNIFICANCE LEVEL 2: N S L  
  
CRITERIA 1: A B C D  
CRITERIA 2: A B C D  
CRITERIA 3: A B C D  
CRITERIA 4: A B C D

SIGNIFICANCE NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* = REQUIRED FIELD

**SOUTH DAKOTA STATE HISTORIC PRESERVATION OFFICE  
HISTORIC SITES SURVEY STRUCTURE FORM**



**STRUCTURE DETAILS**

SHPO ID: \_\_\_\_\_

\*PROPERTY NAME: \_\_\_\_\_

OTHER NAME: \_\_\_\_\_

CURRENT FUNCTION: \_\_\_\_\_

CURRENT SUBFUNCTION: \_\_\_\_\_

HISTORIC FUNCTION: \_\_\_\_\_

HISTORIC SUBFUNCTION: \_\_\_\_\_

FOUNDATION: \_\_\_\_\_

ROOF MATERIAL: \_\_\_\_\_

ROOF SHAPE: \_\_\_\_\_

STRUCTURAL SYSTEM: \_\_\_\_\_

STYLE: \_\_\_\_\_

TYPE: \_\_\_\_\_

WALLS: \_\_\_\_\_

OCCUPIED: YES or NO

ACCESSIBLE: YES or NO

STORIES: \_\_\_\_\_

SIGNIFICANT PERSON: \_\_\_\_\_

\*DATE OF CONSTRUCTION: \_\_\_\_\_

CULTURAL AFFILIATION: \_\_\_\_\_

ALTERED/MOVED NOTES: \_\_\_\_\_

INTERIOR NOTES: \_\_\_\_\_

OTHER NOTES: \_\_\_\_\_

\*PHYSICAL NOTES: \_\_\_\_\_

\*UTM ZONE: \_\_\_\_\_

\*RESTRICTED: Y or N

\*UTM EASTING: \_\_\_\_\_

\*UTM NORTHING: \_\_\_\_\_



## AGREEMENT FOR PROFESSIONAL SERVICES

### RESURVEY OF THE WEST BOULEVARD HISTORIC DISTRICT

THIS IS AN AGREEMENT made on this 19 day of February, 2014, between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and \_\_\_\_\_, hereinafter referred to as CONSULTANT. This agreement will result in the completion of **Phase 1** of the West Boulevard Historic District Resurvey that will identify, update, and document the status of historic structures.

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

#### SECTION 1 - BASIC SERVICES OF CONSULTANT

##### 1.1 General

CONSULTANT shall provide to OWNER professional consulting services **for Phase 1** of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional consulting representative for the Project, performing all tasks necessary to update the status of all structures within the West Boulevard Historic District.

##### 1.2 Scope of Work

The Basic Services Scope of Work is described in Exhibit A and shall include conducting pre-field research, **record verification in the State Historical Preservation Office (SHPO) online database, cursory data entry and submission of plans, cost estimates and recommendations for future resurvey efforts in the District.**

#### SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

##### 2.1 Services Requiring Authorization in Advance

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

2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.

2.1.2 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).

- 2.1.3 Additional services in connection with the Project, excluding services, which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

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

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

### **SECTION 4 - PERIOD OF SERVICE**

- 4.1 The CONSULTANT'S period of service shall complete the scope of work stated in Exhibit A by April 30, 2014, provided a written "Notice to Proceed" is issued by February 21, 2014. The CONSULTANT'S services shall be provided in general accordance with the schedule as defined in EXHIBIT B.

### **SECTION 5 - PAYMENTS TO CONSULTANT**

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

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

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

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

5.1.2.1 General. For additional pre-approved 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.

## 5.2 Times of Payments

5.2.1 CONSULTANT shall submit four total invoices of the project for Basic and Additional Services rendered. The CONSULTANT shall provide one invoice for each of Tasks 1 – 4 upon documentation and approval of their completion by OWNER according to the due dates identified in Exhibit B .

For these services the OWNER shall make prompt payments to the CONSULTANT based on the invoices associated with Tasks 1 – 4, submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Appendix C. The remaining 10% shall be due upon submission of the acceptable Final Report for the Project to the OWNER.

## 5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT's statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said forty-fifth day, and in addition, CONSULTANT may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

5.3.2 In the event of termination by OWNER upon completion of any phase of Basic Services, progress payments due CONSULTANT for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, CONSULTANT also will be reimbursed for the charges of independent professional associates and consultants employed by CONSULTANT to render Basic Services incurred through such phase. In the event of any such termination, CONSULTANT will be paid for unpaid Reimbursable Expenses previously incurred.

5.3.3 The employees of CONSULTANT, professional associates and consultants, whose time is directly assignable to the program shall keep and sign a time record showing the element of the Project, date and hours worked, title of position and compensation rate.

5.3.4 *Records.* The CONSULTANT shall maintain an accurate cost keeping system as to all costs incurred for this Agreement and shall produce for examination books of accounts, bills, invoices and other vouchers or certified copies thereunder if originals be lost. CONSULTANT shall produce these records at such reasonable time and place as may be designated by the OWNER and shall permit extracts and copies thereof to be made during the contract period and for three years after the date of final payment to CONSULTANT.

---

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

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

5.3.5 *Inspection of Work.* OWNER auditors shall at reasonable times be accorded proper CONSULTANT facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT'S premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.

5.3.6 *Audits.* The CONSULTANT shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of his duties.

5.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER.

5.3.8 In the event the services of the contract are terminated by the OWNER for fault on the part of the CONSULTANT, the agreement shall be null and void, and, the OWNER shall be entitled to recover payments made to the CONSULTANT on the work which is the cause of the at-fault termination. The CONSULTANT shall be paid only for work satisfactorily performed and delivered to the Owner up to the date of termination. After audit of the CONSULTANT'S actual costs to the date of termination and after determination by the CONSULTANT of the amount of work satisfactorily performed, the CONSULTANT shall determine the amount to be paid to the OWNER.

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

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

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

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

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

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

#### **5.7 Personnel Employment**

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

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

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

#### **5.9 Claims**

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

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 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.

## SECTION 6- GOVERNING LAW

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

### 6.1 Forum Selection

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

## SECTION 7 - MERGER CLAUSE

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

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

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

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

**OWNER:**

**BY:**

\_\_\_\_\_  
Mayor  
**City of Rapid City**  
300 Sixth Street  
Rapid City, South Dakota 57701

**ATTEST:**

\_\_\_\_\_  
Finance Officer

**CONSULTANT:**

BY:

\_\_\_\_\_  
NAME  
CONSULTANT FIRM  
ADDRESS  
ADDRESS

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this \_\_\_\_\_ day of February, 2014, before me, a Notary Public, personally appeared \_\_\_\_\_ known to me to be a \_\_\_\_\_ of \_\_\_\_\_, and acknowledge to me that S/HE did sign the foregoing document as such officer and for the purposes therein stated.

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

My Commission Expires:

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

**Address for Giving Notices:**

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

**Address for Giving Notices:**

**CONSULTANT**  
ADDRESS  
ADDRESS  
ADDRESS

## Exhibit A:

### Scope of Work:

#### Phase 1:

**Task 1:** Conduct Pre-field Research. Follow the requirements for pre-field research and public meetings prior to the start of the resurvey.

**Task 2:** Confirm historic properties in existing State Historic Preservation database. Create new records as needed.

**Task 3:** Update geographical reference field and ownership information for each existing or new record.

**Task 4:** Prepare a report identifying an outline of the following:

1. Survey Plan
2. Cost analysis to complete the survey
3. Recommendations to approach future phases

#### Phase 2:

The methodologies for completing a reconnaissance level resurvey of historic districts in South Dakota are established in the "South Dakota Historic Resource Survey Manual, 2006." This document outlines the necessary procedures to perform and formats to follow during the resurvey process.

The SHPO indicates that a reconnaissance level survey is necessary for areas that have been previously surveyed. The CONSULTANT will use South Dakota Historic Site Inventory Forms established by the SHPO to take into the field. (A separate form will be used for each structure, including secondary structures. An example of the inventory form is attached to this document. Inventory forms for each property will document site information, historic significance information, structure details, digital photographs, and maps. Instructions and additional details are provided in the South Dakota Historic Resource Survey Manual, 2006.

#### Phase 3:

After information has been documented on hard copy inventory forms, the CONSULTANT will enter the information into the SHPO online database. The SHPO will provide CONSULTANT with a login account and access for properties which are to be added or updated.

#### Phase 4:

The final task for the resurvey of the West Boulevard Historic District is to prepare a final survey report. The report will be formatted to include a cover sheet, abstract, table of contents, introductory page, survey report text, and attachments. Please refer to a comprehensive list of the specifications for the final survey report within the South Dakota Historic Resource Survey Manual, 2006.

**Exhibit B:**

Phase 1 Tentative Project Schedule:

Notice to Proceed - February 21, 2014

Task 1: Conduct Pre-field Research – Due March 20, 2014

Task 2: **Verify Entries Online Database**– Due April 10, 2014

Task 3: **Update Geographic and Ownership Reference Fields** – Due April 21, 2014

Task 4: Prepare a Report – Due April 30, 2014

Final Invoice delivered – Due May 5, 2014

**Exhibit C:**

Manhour Estimate:

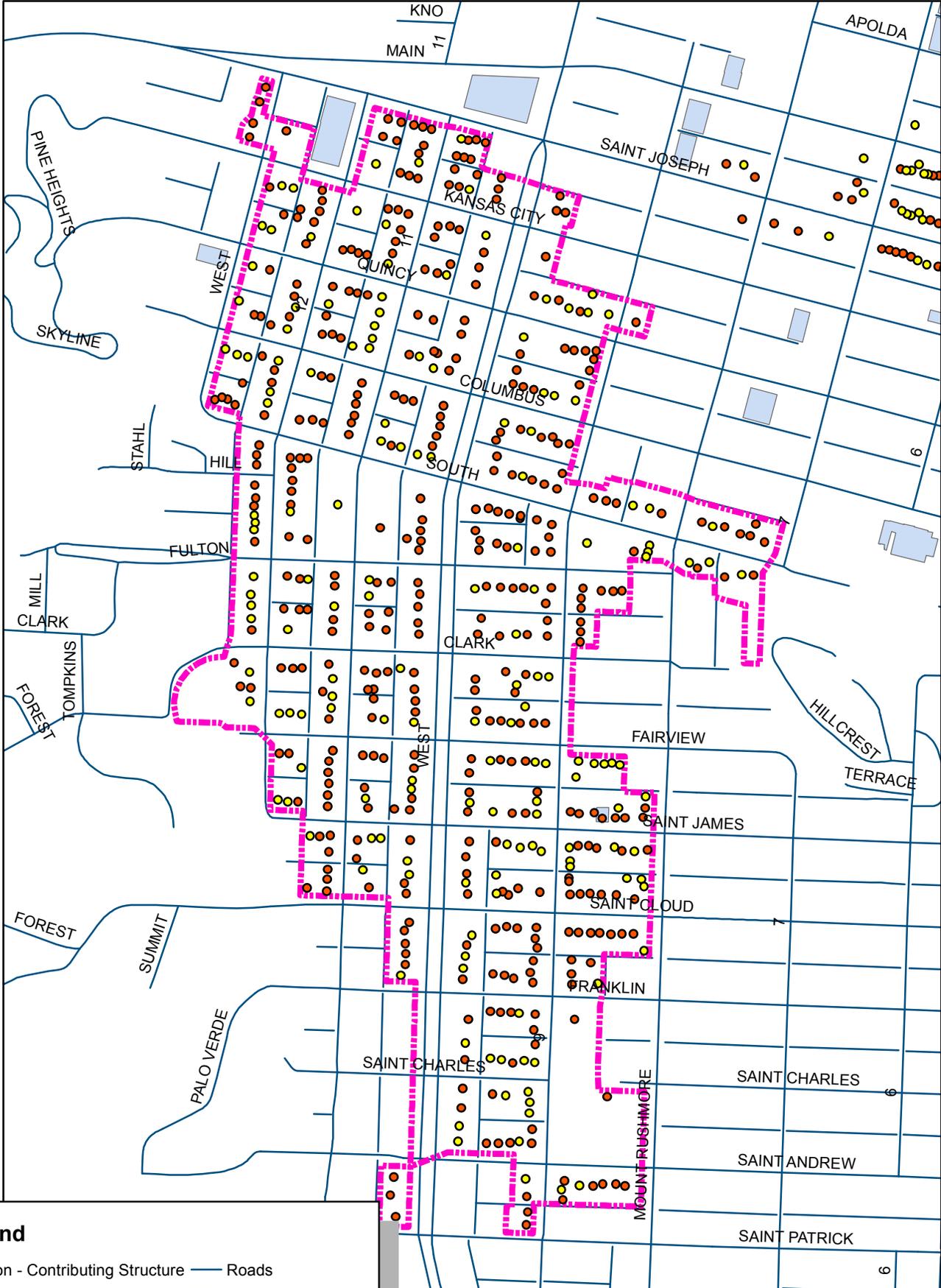
Type of Work – # of Hours

Type of Work – # of Hours

**Exhibit D:**

Request for Proposals (attached)

# West Boulevard Historic District Rapid City, SD



**Legend**

- Non - Contributing Structure
- Contributing Structure
- District Boundary
- Roads
- Historic Properties

