

**AGREEMENT  
For PROFESSIONAL SERVICES  
Rapid City Comprehensive Plan Update**

THIS AGREEMENT made on this \_\_\_\_\_ day of April, 2013 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Clarion Associates, hereinafter referred to as CONSULTANT. This project will encompass the preparation of the Rapid City Comprehensive Plan Update for the City of Rapid City.

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

**SECTION 1 - BASIC SERVICES TO CONSULTANT**

**1.1 General**

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

**1.2 Scope of Work**

The Basic Services Scope of Work is described in detail in Exhibit A and shall include structure and schedule of comprehensive planning public participation activities by assembling and analyzing available data, synthesizing information gained into a "Comprehensive Plan" document formatted for easy reading and viewing on screens, and making recommendations for zoning amendments to implement the Plan recommendations.

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

**2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.7, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A; these will be paid for by OWNER as indicated in Section 5.

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

2.1.2 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of

material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto).
- 2.1.4 Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER'S office as required by Section 1, or other services as detailed in Exhibit A.
- 2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.
- 2.1.6 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).
- 2.1.7 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

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

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

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

## SECTION 4 - PERIOD OF SERVICE

- 4.1 The CONSULTANT'S period of service shall complete the scope of work stated in Exhibit A by April 30, 2014, provided a written "Notice to Proceed" is issued by April 5, 2013. 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 as detailed in Attached Exhibit A in an amount not-to-exceed **Two hundred seventy-one thousand six hundred eighty-six dollars (\$271,686)**, including reimbursable expenses, as detailed in attached Exhibit C "Budget by Phase".

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

5.1.1.2 The approval and acceptance of the billing rates as detailed in attached Exhibit "C" will be contingent upon CONSULTANT providing the required cost breakdowns to verify that costs are in compliance with 48 CFR Part 31 and 23 CFR Part 172.

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

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

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

### 5.2 Times of Payments

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

For these services the OWNER shall make prompt monthly payments to the CONSULTANT based on monthly billings submitted by the CONSULTANT up to 90% of the maximum fee for each Task as shown on Exhibit C, "Estimated Budget by Phase". The remaining 10% shall be due upon approval of the Final Report for the Project as accepted by OWNER.

### 5.3 Other Provisions Concerning Payments

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

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

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

- 5.3.5 *Inspection of Work.* The CONSULTANT shall, with reasonable notice, afford OWNER or representative of OWNER reasonable facilities for review and inspection of the work in this Agreement. OWNER shall have access to CONSULTANT'S premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to this Agreement.
- 5.3.6 *Audits.* The CONSULTANT shall, with reasonable notice, afford representatives of the OWNER reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he

may require; shall produce and exhibit such books, accounts, documents and property as he may determine necessary to inspect and shall, in all things, aid him in the performance of his duties.

- 5.3.7 Payment shall be made subject to audit by duly authorized representatives of the OWNER. Payment as required in 49 CFR 26.29:

The CONSULTANT shall pay subcontractors or suppliers within 15 days of receiving payment for work that is submitted for progress payment by the OWNER. If the CONSULTANT withholds payment beyond this time period, written justification by the CONSULTANT shall be submitted to the OWNER upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the OWNER may withhold future estimated payments and/or may direct the CONSULTANT to make such payment to the subcontractor or supplier. Prompt payment deviations will be subject to price adjustments.

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

## **5.4 Definitions**

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

## **5.5 Ownership of Data**

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

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

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

## **5.7 Acquisition of Property or Equipment**

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

## **5.8 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.

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

Neither this Agreement nor any interest therein shall be assigned, sublet or transferred unless written permission to do so is granted by the OWNER. Subcontracts are to contain all the required provisions of the prime contract as required by 49 CFR Part 18, definitions.

## **5.9 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.

## **5.10 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 negligent performance of professional services by, the CONSULTANT, its employees, agents, subcontractors or assignees.

To the extent authorized by law, the OWNER shall indemnify and hold harmless the CONSULTANT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and reasonable attorney fees, to the extent such claims are caused by OWNERS 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.

#### **5.11 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.

#### **5.12 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.

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

### **SECTION 6 – GOVERNING LAW**

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

#### **6.1 Forum Selection**

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

## **6.2 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, referenced herein as Exhibit E.

## **SECTION 7 – MERGER CLAUSE**

This written agreement including Exhibit A Scope of Work, Exhibit B Schedule, Exhibit C Estimated Budget by Phase with Billing Rates, Exhibit D Title VI, Exhibit E Compliance, Exhibit F Debarment and Exhibit G Request for Proposals, constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement.

## **SECTION 8 – COMPLIANCE WITH CLEAN AIR ACT**

Consultant stipulates that any facility to be utilized in the performance of this contract, under the Clean Air Act, as amended, Executive Order 11738, and regulations in implementation thereof is not listed on the U.S. Environmental Protection Agency List of Violating Facilities pursuant to 40 CFR 15.20 and that the OWNER and the State Department of Transportation shall be promptly notified of the receipt by the CONSULTANT of any communication from the Director, Office of Federal Activities, EPA, indication that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

## **SECTION 9 – NON-DISCRIMINATION/AMERICANS WITH DISABILITIES ACT**

The Metropolitan Planning Organization will comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964, the latter identified as Exhibit E, attached to and made a part of this Agreement. The Metropolitan Planning Organization will submit, upon request, quarterly Title VI (Civil Rights) State of Contractor reports to the STATE. The Metropolitan Planning Organization will provide services in compliance with the Americans With Disabilities Act of 1990, and any amendments, referenced herein as Exhibit D.

## **SECTION 10 – 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, herein referenced as Exhibit F.

## **SECTION 11 – 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.

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.

Before beginning work under this Agreement, the CONSULTANT shall furnish the OWNER with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which 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 12- 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 13 – DISCLOSURE TO REPORT LOBBYING**

CONTRACTOR certifies, to the best of CONTRACTOR'S knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on CONTRACTOR'S behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

CONTRACTOR shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

**SECTION 14 - SEVERABILITY PROVISION**

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

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

**OWNER**

\_\_\_\_\_  
Mayor Date

APPROVED AS TO FORM

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

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this \_\_\_\_ day of April, 2013, before me, a Notary Public, personally appeared Sam Kooiker, 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.

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

My Commission Expires:

\_\_\_\_\_

(SEAL)

**CONSULTANT:**

BY: \_\_\_\_\_

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be a Principal of \_\_\_\_\_, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

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

My Commission Expires:

\_\_\_\_\_

(SEAL)

**Address for Giving Notices:**  
City of Rapid City  
Community Planning and Development  
300 Sixth Street  
Rapid City, South Dakota 57701

**Address for Giving Notices:**  
Clarion Associates  
401 Mason Court, Suite 101  
Fort Collins, CO 80524

# Proposed Scope of Services: 2013 Rapid City Comprehensive Plan Update

This section describes our proposed approach to the consultant tasks and deliverables outlined in the Request for Proposals (RFP). While we believe the scope of services provided by the City is sound, we have proposed some minor enhancements to the identified individual tasks and proposed a process with six discrete phases for consideration. Our suggestions are based on our experience with similar planning efforts and are intended to promote efficiency and facilitate the logical progression of ideas and public input as part of the process. We are flexible in our approach and view these suggestions simply as a starting point for discussion with City staff.

## Phase 1. Project Initiation

During Phase 1, the team will collect and review relevant background information assembled by staff and conduct initial meetings with City staff, elected and appointed officials, the Advisory Committee, and other project stakeholders to help identify key issues and priorities that will help shape the Comprehensive Plan Update process. Based on these kick-off meetings, a final scope and schedule, public participation strategy, and summary of issues and opportunities will be prepared.

### 1.1. EXISTING PLAN AND DOCUMENT REVIEW/DATA GATHERING

The team will work with staff to identify and assemble relevant background documents for review, including but not limited to: 2000 Comprehensive Plan, Future Land Use Plan 2008 Overview, Parks and Recreation Master Plan, Utilities Master Plan, Rapid City Area Schools Facilities Plan, Bicycle/Pedestrian Master Plan, Floodplain Development Policy, and Drainage Basin Plans. The team will also work with staff to assemble available GIS information and other relevant background data to support the process.

### 1.2. KICK-OFF MEETINGS

Prior to finalizing the scope and schedule, the team will conduct an initial round of meetings in Rapid City with staff, the Advisory Committee, elected/appointed officials, and stakeholders to help identify key issues to be addressed by the Plan update and understand expectations. Important topics and questions for discussion will vary by group, but generally include:

- **Key Issues and Project Objectives**—What are some of the key issues with the current plan? Are there issues not currently addressed by the proposed scope of work that need to be incorporated?
- **Parallel Work Efforts**—Are there related projects that the city may be working on in the short-term that will require direct coordination with the planning process at key points in the process? It will be particularly important for the consultant to understand potential areas of overlap. If so, at what point during the process is this coordination anticipated to occur?
- **Public Involvement**—What types of public involvement and outreach has been most successful for the City as part of recent planning efforts? What role will other City departments play in the outreach process, if any? What should the protocol be for the distribution of public information?

The team will work closely with City staff to determine the most appropriate means of structuring the initial meetings with various stakeholders—whether through informal meetings, formal work sessions, stakeholder interviews, or some combination of approaches.

### 1.3. ISSUES AND OPPORTUNITIES WHITE PAPER

Based on feedback provided as part of initial kick off meetings the team will prepare an Issues and Opportunities White Paper. This document will serve as a foundation for initial conversations with project stakeholders and the community as the process gets underway and will be used to guide the team’s work in subsequent phases.

Phase 1 Summary	
<b>SCHEDULE</b>	
April 2013 (assumes contract is initiated in early April)	
<b>MILESTONES</b>	
<ul style="list-style-type: none"> <li>■ Kick-off Meetings</li> <li>■ Advisory Committee Meeting #1</li> </ul>	
<b>DELIVERABLES</b>	
<ul style="list-style-type: none"> <li>■ Final Scope and Schedule</li> <li>■ Draft and Final Public Participation Strategy</li> <li>■ Issues and Opportunities White Paper</li> <li>■ Optional Community Survey</li> <li>■ Biweekly progress meeting minutes</li> <li>■ Project logo and website</li> </ul>	
<b>KEY TEAM MEMBERS</b>	
Clarion, EPS, FHU	

## 1.4. PUBLIC PARTICIPATION STRATEGY

The team will work closely with City staff and the Advisory Committee to develop a Public Participation Strategy that will effectively target unique geographic, generational, ethnic, and economic demographics and interests. The Public Participation Strategy will set goals for the public outreach process, outline the strategy and steps necessary to reach those goals. In developing the Public Participation Strategy, we will draw from an extensive toolkit of both traditional and non-traditional forms of outreach. Traditional forms of outreach could include hands-on workshops, informative public meetings and hearings, the World Café method, surveys, key pad polling, and the use of established relationships with neighborhoods, such as was employed during the recent Sheridan Lake Road Neighborhood, and Piedmont Valley Neighborhood Area Plans, to reach out to active community members. Non-traditional forms of outreach could include going to community events to provide information to participants, reaching out to area youth and their families through their school and involving youth organizations such as Boy Scouts and Girls Scouts and utilizing web-based tools as an effective way to involve traditionally difficult-to-engage demographics in the planning process. Additionally, the team will leverage communications methods already utilized by local jurisdictions, including the Rapid City Economic Development Partnership, Rapid City Area Chamber of Commerce, business groups and other agencies and organizations to reach a greater audience. As part of the public outreach process, the team will document all comments and responses, contributing to the success of the process and providing a logical and defensible basis for explanation of decisions or actions.

## 1.5. PROJECT LOGO AND WEBSITE

The team will work with City staff to create a logo and dedicated project website for the Comprehensive Plan Update. The logo will help establish a recognizable name and “brand” for the project within the community and will guide the look and feel of the website. The website will serve as the main information portal for the project and will grow with the planning process, allowing the community to track the planning process and participate in the ongoing evolution of the City. During this task, the basic structure of the website will be created with graphic placeholders for those modules to be added later. The site will serve as a clearinghouse for information about the project and as a mechanism for soliciting feedback on particular issues or components of the Plan update through online polling and other interactive tools.

## Phase 2. Inventory and Analysis

Phase 2 tasks play a critical role in building a solid foundation of technical information on which to base discussions with the community, City staff and elected officials, and project stakeholders.

### 2.1. COMMUNITY PROFILE

The team will work with City staff to complete a thorough inventory and analysis of existing conditions and emerging trends in demographics, employment, housing, land use, transportation, schools, and other relevant topic areas (building on data and information gathered by staff to date) that helps to inform the Comprehensive Plan process. Our approach to this type of analysis on our planning projects is to prepare a concise “Community Profile” that summarizes key facts, figures, and other technical information in a highly graphic, easily digestible format—generally no more than 1-2 pages per topic area. We find this “Cliffs Notes” approach to be useful in provoking interest and discussion during the process. The profile will draw from and incorporate key information generated in Tasks 2.2-2.4.

### 2.2. INVENTORY MAPPING AND ANALYSIS

Using GIS data assembled by City staff during Phase 1, the team will prepare a series of inventory maps to be used to analyze and understand existing conditions addressed by the Community Profile and convey key information to the public. As appropriate and depending on the availability of data, the following types of maps will be produced:

- Vacant and developed lands;
- Existing land use and ownership patterns;
- Current zoning (including overlay, historic districts, or similar boundaries);

Phase 2 Summary
<b>SCHEDULE</b>
May-June 2013
<b>MILESTONES</b>
<ul style="list-style-type: none"><li>■ Advisory Committee Meeting #2</li><li>■ Community Outreach Series #1</li><li>■ Joint City Council and Planning Commission Update</li></ul>
<b>DELIVERABLES</b>
<ul style="list-style-type: none"><li>■ Community Profile (Trends and Existing Conditions Inventory and Analysis)</li><li>■ Inventory Mapping and Analysis</li><li>■ Multimodal Transportation Inventory</li><li>■ Land Capacity and Opportunities Analysis (includes Baseline Housing Analysis, Baseline Economic Analysis, and Fiscal Impacts of Redevelopment Analysis)</li><li>■ Biweekly progress meeting minutes</li><li>■ Website updates</li></ul>
<b>KEY TEAM MEMBERS</b>
Clarion, EPS, FHU, NRC

- Multi-modal transportation inventory (See 2.3 below.);
- Infrastructure and services (water, sanitary sewer, storm drainage, police, fire and emergency services, schools);
- Parks, recreation, and open space (existing and planned);
- Major planned/pending development; and
- Environmental values and constraints, such as floodplains, wetlands, slope, topography, vegetation, and other environmentally sensitive resources, as available from the City or other public agency sources.

Inventory maps will be compiled as part of the Community Profile.

### **2.3. MULTI-MODAL TRANSPORTATION INVENTORY**

As a component of the Community Profile and Inventory Mapping described above, FHU will prepare a summary and analysis of the existing Rapid City transportation system including maps and text describing:

- Key findings from recent transportation-related plans developed within and surrounding the City of Rapid City.
- Roadway system inventory for collectors and higher level roads. Information will be compiled from City, SDDOT and other available sources on roadway laneage, right-of-way, traffic volumes, and traffic growth trends. Planning level volume/capacity relationships will be used to identify roadways that are currently at or near capacity. Current constraints and connectivity issues will be identified.
- An inventory of existing public transit service, including routes, schedules and ridership information for the existing six fixed bus routes, para-transit services and trolley route.
- The existing on-street and off-street bicycle system.
- Safety issues based on evaluation of previous Rapid City safety studies, additional City crash data, and coordination with City staff and Rapid City Metropolitan Planning Organization (MPO) committees.

### **2.4. LAND CAPACITY/OPPORTUNITIES ANALYSIS**

Using the City’s existing land use/vacant lands inventory as a foundation, the team will develop a Land Capacity/Opportunities Analysis for areas located within the City’s planning area. GIS data will be used to compare existing land use patterns to current zoning, as well as to current future land use designations. The Land Capacity Analysis will assess how much future growth the city could accommodate if it were “built out” according to current conditions and will also account for planned/approved development and other constraints/opportunities. This analysis will serve as a foundation for the sub-tasks outlined below:

#### **2.4.a. Baseline Housing Analysis**

EPS will inventory the existing housing stock in Rapid City and categorize it by housing type and location. EPS will also gather recent building permit data, home sale information and apartment rental rates for Rapid City to develop a housing trends summary for the City and specific areas of the City. Based on the demographic information gathered to develop the City Profile and any existing demographic forecasts, EPS will create a citywide population and household forecast and use it to identify future housing demand by income level. This baseline analysis will serve as the input into the housing policy recommendations in the Comprehensive Plan.

#### **2.4.b. Baseline Economic Analysis**

EPS will first review all existing economic development reports and recommendations for the City. EPS will then gather employment trend data for Rapid City for the past 10 to 20 years to augment existing data to create a summary of the economic base of the City. Employment data will include a breakdown of employment by 2 digit NAICS and will be compared to the MSA, state, and country to identify industries for strength for Rapid City. Based on the data gathered by EPS and the existing resources, areas of strength for the City will be highlighted and suggested areas of focus will be identified. The economic analysis will have specific focus on opportunities to diversify the business mix in Rapid City, building on existing strengths, identifying ways to increase and support tourism activity, and finding niche and local businesses that currently exist and should be expanded. EPS will also identify the major business and employment areas of the City and region, and inventory the possible growth areas for employment. The baseline economic analysis will serve as input into the economic development goals and policies derived in the Comprehensive Plan process.

### 2.4.c. Fiscal Impacts of Redevelopment Analysis

EPS will provide an evaluation of the fiscal implications of various uses and development forms considered for key redevelopment sites and areas in the City. EPS will quantify the fiscal revenues generated by future and existing land uses under different zoning and form based code requirements to illustrate the impact to the City from the two approaches. The analysis will provide insight into potential revenues to the City of various redevelopment forms, including a high level evaluation of the relative costs.

### 2.5. COMMUNITY OUTREACH SERIES #1

This first series of public outreach activities will focus on developing widespread understanding of the community profile and major trends facing the City, discussing issues and opportunities for the plan to address, and confirming or adjusting the goals of the previous Comprehensive Plan. A second Advisory Committee meeting and Joint City Council and Planning Commission Update will be held as part of this outreach series.

### 2.6. COMMUNITY SURVEY (OPTIONAL)

The RFP notes that the City would like the consultant to conduct community surveys assessing attitudes and visions for the growth of the community as well as the community's perception of and satisfaction with existing services. National Research Center, Inc. conducted a National Citizen Survey for Rapid City in 2010-2011. Given the relatively recent nature of this survey, we believe it could provide significant value to the Comprehensive Planning process; however, we recognize that a more customized statistically valid survey instrument may also be valuable. As a result, we are proposing this task as an option for consideration. If desired, and as resources permit, the team will work with National Research Center, Inc. to develop a customized, statistically valid survey of the public at large that is tailored to the Comprehensive Plan update process. This customized survey could include specific questions related to sustainable practices, housing, growth patterns, and other growth related issues. As an alternative to a new survey, the team may work with National Research Center, Inc. to sort geocoded data compiled for the 2011 survey in new ways to help inform the planning process. The timing and scope of this task would be determined through additional discussion with City staff. Regardless of whether the City chooses to conduct a statistically valid survey, key-pad polling, on-line surveys and other more informal tools could be integrated throughout the process to assess community preferences on a wide variety of topics as part of targeted community outreach activities. Estimated costs for a customized statistically valid survey would range from \$16,452 (online survey) - \$19,065 (mailed survey). Additional detail can be provided if desired.

## Phase 3. Vision and Guiding Principles

Phase 3 tasks will facilitate the development of the vision and guiding principles that will serve as the underpinning of the updated Comprehensive Plan.

### 3.1. DRAFT VISION AND GUIDING PRINCIPLES

Using the 2008 Future Land Use Plan Summary, Vision 2020 Strategic Plan, Issues and Opportunities White Paper, and other background documents as a starting point the team will work with City staff to prepare a Preliminary Draft Vision Statement and Guiding Principles for review and discussion with the community. A key component of this draft will be to establish a solid foundation for the Long Range Transportation Plan Update planned for late 2013. Therefore, members of the team will seek input from the Rapid City Metropolitan Planning Organization's Citizen's Advisory Committee (CAC) and the Technical Coordinating Committee (TCC) as part of the second community outreach series during Task 3.3 and during subsequent tasks as appropriate. An updated draft of the vision and guiding principles will be prepared based on input received during Task 3.3.

### 3.2. COMMUNITY PREFERENCES SURVEY

The team will work closely with City staff to develop a community preference survey to gather feedback from the stakeholders regarding development preferences and key issues to be addressed by plan policies and future regulatory efforts. Photographic examples of different types of development (e.g., residential, non-residential, and mixed-use) from comparable communities will be used to assess community preferences on the preferred design, scale, and character of new development. Where appropriate,

#### Phase 3 Summary

##### SCHEDULE

July-August 2013

##### MILESTONES

- Advisory Committee Meeting #3
- Community Outreach Series #2
- Joint City Council and Planning Commission Update

##### DELIVERABLES

- Draft Vision and Guiding Principles
- Community Preferences Survey and results summary
- Biweekly progress meeting minutes
- Website updates

##### KEY TEAM MEMBERS

Clarion, EPS, FHU

participants will be asked to answer the same question from two perspectives—first, the degree to which they feel the example provided is appropriate within the city as a whole; and second, the degree to which they feel the example is appropriate within a specific planning area (e.g., downtown). This will allow the team to assess general locations within Rapid City where a more tailored approach to plan policies, and ultimately regulations, may be necessary. The survey will be produced in a key-pad polling format for use during the visioning workshop as well as an on-line format that may be accessed from the city’s website. A PDF version will also be produced so that hard copies may also be produced, if desired. The survey will serve as an opportunity for the community to explore the variety of development types that could occur in the future and to explore their comfort level on a variety of character-based issues (e.g., density, building height, transitions) in a visual and interactive way. This exercise will help inform the planning process as well as the City’s subsequent efforts to develop a Unified Development Code after the Comprehensive Plan is adopted.

### 3.3. COMMUNITY OUTREACH SERIES #2

This second series of community outreach will focus on seeking input on the draft vision and guiding principles and conducting the community preferences survey using key-pad polling technology to allow the audience to see in real time how their views compare with those of the larger community. While specific details will be nailed down as part of the public participation strategy during Phase 1, we would envision the timing of this outreach series as ideal to conduct a large “big splash” type of event. During this task we would also anticipate a third Committee meeting and Joint City Council and Planning Commission Update as well as coordination with the Rapid City Metropolitan Planning Organization’s Citizen’s Advisory Committee (CAC) and the Technical Coordinating Committee (TCC), as appropriate.

## Phase 4. Plan and Policy Framework

Phase 4 tasks will establish the overall structure and basic policy framework for the updated Comprehensive Plan.

### 4.1. PLAN INTEGRATION

In recent years, Rapid City has produced a series of Neighborhood Plans, and Master Plans for Parks and Recreation, Utilities, Schools, Bicycle and Pedestrian Facilities, and Stormwater Management that provide a strong foundation for the Comprehensive Plan update. Ideally, these plans should all be working efficiently toward common outcomes. Prior to developing a detailed Plan and Policy Framework, we will work closely with City staff to identify which aspects of each of the City’s existing plans should be generally carried forward and updated, which aspects are no longer relevant and should not be carried forward, and where gaps in coverage may exist that should be addressed as part of the Comprehensive Plan Update. We will also review the City’s budgeting process to determine the extent to which it is linked to the City’s various existing plans and policies. The results of this process will be reflected as part of the Plan and Policy Framework.

### 4.2. PLAN AND POLICY FRAMEWORK

Building on the Draft Vision and Guiding Principles, input received during earlier phases, and Task 4.1, above; we will prepare a detailed outline or “framework” of revised general goals and policies to address the existing topic areas from the 2000 Comprehensive Plan, Future Land Use Plan 2008 Overview, Neighborhood Area plans, and other relevant plans. The Plan and Policy Framework will incorporate each of the plan elements as specified in the RFP: Land Use; Public Services and Facilities; Housing; Economic Development; Transportation and Circulation; Natural, Cultural, and Historic Resources; Open Space and Recreation as well as new topic areas identified as part of the RFP (such as sustainability) and additional topics that emerged from the visioning process.

### 4.3. FUTURE LAND USE PLAN

In conjunction with the development of Plan and Policy Framework, we will prepare recommended changes to the Future Land Use Plan map. If appropriate, alternatives or “key choices” in specific opportunity areas may be developed to align with the plan’s policy options. The future land use map will reflect existing physical conditions and planning influences, and analysis of likely

Phase 4 Summary	
SCHEDULE	
August-September 2013	
MILESTONES	
<ul style="list-style-type: none"> <li>▪ Advisory Committee Meeting #4</li> <li>▪ Community Outreach Series #3</li> <li>▪ Joint City Council and Planning Commission Update</li> </ul>	
DELIVERABLES	
<ul style="list-style-type: none"> <li>▪ Plan and Policy Framework</li> <li>▪ Initial and Final Draft Future Land Use Plan</li> <li>▪ Biweekly progress meeting minutes</li> <li>▪ Website updates</li> </ul>	
KEY TEAM MEMBERS	
Clarion, EPS, FHU	



future needs to accommodate growth and development to the year 2040. The map will be supplemented with descriptions of the land use categories shown on the map.

#### 4.4. TRANSPORTATION AND CIRCULATION PLAN

FHU will prepare travel forecasts using the latest TransCAD model as a basis. Additional model runs will be coordinated with MPO staff as needed based on coordination with the land use planning effort in the Comprehensive Plan Update process. Summaries and displays will be prepared to communicate travel forecast findings to project participants. Current and predicted future transportation issues and needs will be evaluated based on the inventory and analysis performed in Phase 2; evaluation of travel forecasts; and coordination with the MPO Citizen’s Advisory Committee and Technical Coordinating Committee, city staff, other stakeholders and general input. Plan elements will include the six elements identified in the project Request for Proposals:

- Identification and assessment of circulation system problems and needs (with an accompanying map in GIS format).
- Identification of policies and other means of addressing problems, including traffic control and parking enforcement.
- Identification of ways the City can support public transit and mode shift and easing conflicts between users of different modes
- Facilitation of the visioning portion of the Long Range Transportation Plan Update, anticipated to begin in late 2013.

#### 4.5. COMMUNITY OUTREACH SERIES #3

The third series of community outreach activities will focus understanding the various policy and land use options for the plan to address and developing consensus on preferred directions. Specific community outreach activities and events will determined as part of the Public Participation Strategy. During this task we would also anticipate a fourth Committee meeting and Joint City Council and Planning Commission Update as well as coordination with the Rapid City Metropolitan Planning Organization’s Citizen’s Advisory Committee (CAC) and the Technical Coordinating Committee (TCC), as appropriate.

### Phase 5. Draft Comprehensive Plan and Implementation Strategies

During Phase 5, we will combine all of the materials developed to date into a draft Comprehensive Plan document for public review and establish a strategy for implementation of key plan objectives.

#### 5.1. DRAFT COMPREHENSIVE PLAN

Using input received on the draft Plan and Policy Framework as a guide, the team will develop a complete draft of the Comprehensive Plan for review that incorporates all of the materials developed to date. A key component for the Comprehensive Plan update will be the production of new thematic maps developed in ArcGIS to support key elements or topic areas within the Plan.

#### 5.2. ZONING DIAGNOSIS

Clarion will prepare a targeted diagnosis/annotated outline of the City’s current zoning ordinance (Chapter 17) provisions and other related regulations, policies and practices to determine how they support or hinder the community’s goals, objectives and policies developed under Phases 4 and 5, with a particular emphasis on how well various provisions support the City’s sustainability objectives. The Diagnosis and proposed Zoning Code changes will be reviewed by City staff and the Advisory Committee and revised, as necessary, prior to presentation to the Planning Commission and City Council. This exercise will help inform the Implementation Strategy and Action Plan as well as the City’s subsequent efforts to develop a Unified Development Code after the Comprehensive Plan is adopted.

#### 5.3. IMPLEMENTATION STRATEGY AND ACTION PLAN

The team will prepare the Implementation Strategy will be crafted to address short, medium, and long-term actions that will provide direction for the city over a sustained period of time. The action plan will:

- Define the actions needed to achieve the objectives identified in the plan
- Prioritize activities

Phase 5 Summary	
<b>SCHEDULE</b>	
October-December 2013	
<b>MILESTONES</b>	
<ul style="list-style-type: none"> <li>■ Advisory Committee Meeting #5</li> <li>■ Community Outreach Series #4</li> <li>■ Joint City Council and Planning Commission Update</li> </ul>	
<b>DELIVERABLES</b>	
<ul style="list-style-type: none"> <li>■ Draft Comprehensive Plan (including maps) and Implementation Strategy</li> <li>■ Zoning Diagnosis</li> <li>■ Biweekly progress meeting minutes</li> <li>■ Website updates</li> </ul>	
<b>KEY TEAM MEMBERS</b>	
Clarion, EPS	

- Identify milestones
- Link actions to an ‘ownership party’ who will be responsible for championing the issue through completion.
- Identify opportunities to strengthen linkages between plan policies and the City’s budgeting process.
- Identify points at which additional funding will be required to address capital needs (CIP funds) or administrative requirements (operating funds).

The implementation strategy will reflect the organization of the Comprehensive plan, with subsections addressing Land Use, Housing, Economic Development, Transportation, Parks and Open Space, Natural Conservation Districts, Historic asset preservation, and Public Infrastructure Needs (i.e., utilities). Based on the feedback from stakeholders during the planning process, the team will identify mechanisms to advance the vision, some of which could include a unified land use code, development impact fees, tests for fiscal balance, public financing tools, creating linkages between plan policies and CIP and City budgets, public-private partnerships, catalytic redevelopment projects, capital facilities investments, additional revenue sources, etc. It is important to note that a successful implementation process will involve partners from the broader community. The implementation plan will identify ways for the public, private, and non-profit sectors to work together on specific elements. When agencies outside the City are identified, it will be framed as an invitation to join the City in the implementation effort. The goal is to broaden the spectrum of invested players that not only will advance the implementation effort, but also increase the level of buy-in and community investment.

The team recognizes the City’s overarching goal of sustainability and will develop the plan – and the implementation strategy – to help the City fulfill its objective. Our team offers expertise in developing effective sustainability metrics to monitor performance of the Comprehensive Plan over time. We will work with the City to develop indicators that provide feedback about the City’s progress toward sustainability as well as a consistent, measurable feedback loop. We will also build upon our implementation experience in other related areas of expertise, such as zoning and development regulations, transportation, public facility programming, and infrastructure finance, to help develop an effective strategy.

#### **5.4. COMMUNITY OUTREACH SERIES #4**

This final series of public outreach activities will focus on review of the draft Plan and strategies to implement the Plan. Specific activities will be defined as part of the Public Participation Strategy. During this task we would also anticipate a fifth Advisory Committee meeting and Joint City Council and Planning Commission Update as well as coordination with the Rapid City Metropolitan Planning Organization’s Citizen’s Advisory Committee (CAC) and the Technical Coordinating Committee (TCC), as appropriate.

### **Phase 6. Review and Adoption**

#### **6.1. FINAL PLAN REVIEW AND ADOPTION**

During Phase 6, the team will work closely with City staff on the preparation of review drafts for public review, responding to comments received, and making appropriate revisions. Comments and requests for modifications will be tracked and organized by agency, organization, and individual to ensure all input is responded to in a timely fashion. In addition, careful tracking will allow the team to identify common themes in feedback received for discussion with City staff and elected/appointed officials during the review and public hearing process.

#### **6.2. FINAL DOCUMENTS AND GIS FILES**

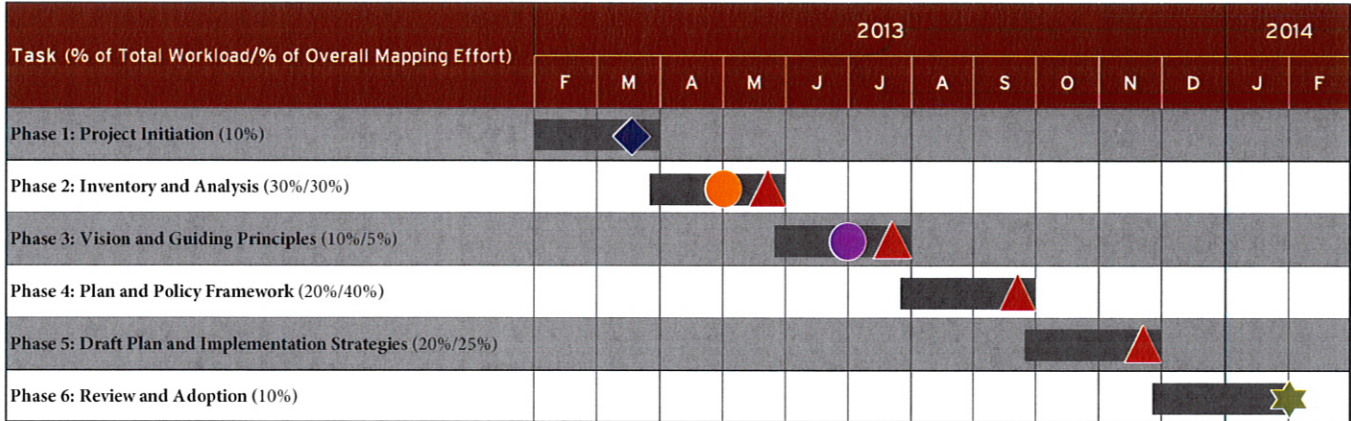
Following the public hearing process, a final set of plan documents will be provided to the City in electronic and hard copy format (if desired).

<b>Phase 6 Summary</b>
<b>SCHEDULE</b>
January-February 2014
<b>MILESTONES</b>
<ul style="list-style-type: none"> <li>■ Planning Commission Public Hearing</li> <li>■ City Council Public Hearing</li> </ul>
<b>DELIVERABLES</b>
<ul style="list-style-type: none"> <li>■ Planning Commission review draft</li> <li>■ City Council review and remand drafts</li> <li>■ Final plan documents and GIS files</li> <li>■ Website updates</li> </ul>
<b>KEY TEAM MEMBERS</b>
Clarion

## Exhibit B

# Project Schedule

The following schedule outlines the amount of time (in months) to be spent on each phase of the Comprehensive Plan. The schedule also identifies each phase of the Comprehensive Plan as a percentage of the total workload, each component of the total public outreach effort, and the percent of each phase towards the overall mapping effort.



Key (% of Total Public Outreach Effort)






-  Kick Off-Meetings (5%)
-  Community Outreach Series - Public Events, Advisory Committee, Joint City Council/Planning Commission Update (70%)
-  Community Survey (Optional)
-  Community Preferences Survey (5%)
-  Adoption Public Hearings (5%)

Exhibit C

Estimated Budget by Phase with Billing Rates

Phase	Clarion Associates				EPS		FHU			Total
	Herman	White	Gloss	Sommer	Knudtsen	Prosser	Elliot	Devries	Maritano	
Billable Rate \$/Hour	\$192	\$139	\$114	\$92	\$215	\$98	\$ 184	\$ 170	\$ 89	
<b>Phase 1: Project Initiation</b>										
1.1 Existing Plan Review/Gather Data		0	8	16	4	4	2	4	0	38
1.2 Kick-Off Meetings		16	16	16	12	12				72
1.3 Issues and Opportunities White Paper	2	4	16	24						46
1.4 Public Participation Strategy		2	4	16						22
1.5 Project Logo and Website		2	2	40						44
Task Total Hours	2	24	46	112	16	16	2	4	0	222
Task Total Fees	\$383	\$3,326	\$5,235	\$10,304	\$3,436	\$1,569	\$368	\$681	\$0	\$25,303
Number of Trips		1	1	1	1	1				5
Travel Expenses	\$0	\$800	\$800	\$800	\$800	\$800	\$0	\$0	\$0	\$4,000
Task Total	\$383	\$4,126	\$6,035	\$11,104	\$4,236	\$2,369	\$368	\$681	\$0	\$29,303
<b>Phase 2: Inventory and Analysis</b>										
2.1 Community Profile	2	6	24	60	40	80				212
2.2 Inventory Mapping and Analysis		2	4	40						46
2.3 Multi-Modal Transportation Inventory			3				12	16	40	71
2.4 Land Capacity/Opportunities Analysis	2	4	16	40	32	80				174
2.5 Community Outreach Series #1	12	16	16	24						68
2.6 Community Survey (Optional)										0
Task Total Hours	16	28	63	164	72	160	12	16	40	571
Task Total Fees	\$3,066	\$3,881	\$7,169	\$15,089	\$15,464	\$15,688	\$2,206	\$2,724	\$3,541	\$68,828
Number of Trips	1	1	1	1		1				5
Travel Expenses	\$800	\$800	\$800	\$800	\$0	\$800	\$0	\$0	\$0	\$4,000
Task Total	\$3,866	\$4,681	\$7,969	\$15,889	\$15,464	\$16,488	\$2,206	\$2,724	\$3,541	\$72,828
<b>Phase 3: Visioning Process</b>										
3.1 Draft Vision and Guiding Principles	4	4	24	24	12	20	8	12		108
3.2 Community Preferences Survey		4	16	40						60
3.3 Community Outreach Series #2			16	24						40
Task Total Hours	4	8	56	88	12	20	8	12	0	208
Task Total Fees	\$766	\$1,109	\$6,373	\$8,096	\$2,577	\$1,961	\$1,471	\$2,043	\$0	\$24,397
Number of Trips			1	1		1		1		4
Travel Expenses	\$0	\$0	\$800	\$800	\$0	\$800	\$0	\$800	\$0	\$3,200
Task Total	\$766	\$1,109	\$7,173	\$8,896	\$2,577	\$2,761	\$1,471	\$2,843	\$0	\$27,597
<b>Phase 4: Plan and Policy Framework</b>										
4.1 Plan Integration	4	10	24	30						68
4.2 Plan and Policy Framework	4	10	40	60	8	8				130
4.3 Future Land Use Plan	4	8	8	30	8	8				66
4.4 Transportation and Circulation Plan		2		8			16	20	88	134
4.5 Community Outreach Series #3			16	24						40
Task Total Hours	12	30	88	152	16	16	16	20	88	438
Task Total Fees	\$2,299	\$4,158	\$10,014	\$13,985	\$3,436	\$1,569	\$2,942	\$3,405	\$7,790	\$49,598
Number of Trips			1	1			1			3
Travel Expenses	\$0	\$0	\$800	\$800	\$0	\$0	\$800	\$0	\$0	\$2,400
Task Total	\$2,299	\$4,158	\$10,814	\$14,785	\$3,436	\$1,569	\$3,742	\$3,405	\$7,790	\$51,998
<b>Phase 5: Draft Comprehensive Plan and Implementation Strategies</b>										
5.1 Draft Comprehensive Plan	8	18	40	89	0	8	4	12	12	191
5.2 Zoning Diagnosis		16	16	24						36
5.3 Implementation Strategy and Action Plan	8	20	8	16	16	24				92
5.4 Community Outreach Series #4		16	16	24						40
Task Total Hours	16	70	80	153	16	32	4	12	12	395
Task Total Fees	\$3,066	\$9,702	\$9,104	\$14,077	\$3,436	\$3,138	\$735	\$2,043	\$1,062	\$46,363
Number of Trips			2	1						3
Travel Expenses	\$0	\$0	\$1,600	\$800	\$0	\$0	\$0	\$0	\$0	\$2,400
Task Total	\$3,066	\$9,702	\$10,704	\$14,877	\$3,436	\$3,138	\$735	\$2,043	\$1,062	\$48,763
<b>Phase 6: Review and Adoption</b>										
6.1 Final Plan Review and Adoption	2	8	24	40	8	8	6	4	2	102
6.2 Final Documents and GIS Files			8	28						36
Task Total Hours	2	8	32	68	8	8	6	4	2	138
Task Total Fees	\$383	\$1,109	\$3,642	\$6,256	\$1,718	\$784	\$1,103	\$681	\$177	\$15,854
Number of Trips			2	1						3
Travel Expenses	\$0	\$0	\$1,600	\$0	\$800	\$0	\$0	\$0	\$0	\$2,400
Task Total	\$383	\$1,109	\$5,242	\$6,256	\$2,518	\$784	\$1,103	\$681	\$177	\$18,254
<b>Project Total Hours</b>	52	168	365	737	140	252	48	56	130	1948
<b>Project Total Fees</b>	\$9,963	\$23,285	\$41,537	\$67,807	\$30,069	\$24,709	\$8,825	\$9,534	\$11,508	\$227,237
<b>Total Trips</b>	1	2	8	5	2	3	1	1	0	23
<b>Total Travel</b>	\$800	\$1,600	\$6,400	\$4,000	\$1,600	\$2,400	\$800	\$800	\$0	\$18,400
<b>Community Survey (Optional)</b>										\$19,065
<b>Total Other Expenses</b>										\$3,879
<b>Total Project Budget</b>										\$268,520

## Budget

This section provides an estimated cost to provide the Proposed Scope of Services outlined in Section 1. In accordance with the RFP, a breakdown of effort by sub-consultant is provided. As noted in our Proposed Scope of Services, we have proposed an Optional Community Survey component (Task 2.6). This Optional Task is reflected in the Estimated Cost Total below. Should the City choose not to initiate this task (or choose to conduct strictly an online survey, the Estimated Cost Total would be reduced by up to \$19,065.

## Estimated Cost Total

### Clarion Associates (Includes Subcontracts)

Item	FY 2013			FY 2014			Total
	Rate	Total Estimate Hours	Total Estimated Cost	Rate	Total Estimate Hours	Total Estimated Cost	
<b>Salaries</b>							
Ben Herman - Director	\$ 68.40	52	\$ 3,557	\$ 68.40		\$ -	
Darcie White - Director	\$ 49.48	162	\$ 8,016	\$ 49.48	8	\$ 396	
Cameron Gloss - Senior Associate	\$ 40.63	333	\$ 13,530	\$ 40.63	32	\$ 1,300	
Shelby Sommer - Associate	\$ 32.85	692	\$ 22,732	\$ 32.85	56	\$ 1,840	
Subtotal			\$ 47,835			\$ 3,535.60	\$ 51,370
<b>Fringe Benefits (32.452%)</b>			\$ 15,523			\$ 1,147	\$ 16,671
<b>Overhead/Indirect Costs (136.621%)</b>			\$ 65,352			\$ 4,830	\$ 70,182
<b>Fixed Fee (11%)</b>			\$ 5,262			\$ 388.92	\$ 5,651
<b>In-state Travel</b>			\$ 11,200			\$ 1,600.00	\$ 12,800
<b>Expendable Supplies</b>			\$ 2,679			\$ 198	\$ 2,679
<b>Subcontract: Survey Consultant</b>			\$ 19,065				\$ 19,065
<b>Subcontract: Transportation</b>			\$ 30,106			\$ 1,984	\$ 32,090
<b>Subcontract: Economics</b>			\$ 56,116			\$ 696	\$ 56,812
<b>Report Publication</b>						\$ 1,200	\$ 1,200
<b>TOTAL</b>			\$ 253,138			\$ 15,580.18	\$ 268,520

## Subcontract: Economics and Planning Systems

Item	FY 2013			FY 2014			Total
	Rate	Total Estimate Hours	Total Estimate Cost	Rate	Total Estimate Hours	Total Estimate Cost	
<b>Salaries</b>							
Andy Knudtsen - Managing Princi	\$ 59.71	132	\$ 7,882	\$ 59.71	8	\$ 478	
Matt Prosser - Associate	\$ 27.26	244	\$ 6,651	\$ 27.26	8	\$ 218	
Subtotal	\$		14,533	\$		696	\$ 15,229
<b>Fringe Benefits (68.9%)</b>	\$		10,013				\$ 10,013
<b>Overhead/Indirect Costs (157.1%)</b>	\$		22,832				\$ 22,832
<b>Fixed Fee (10%)</b>	\$		4,738				\$ 4,738
<b>In-state Travel</b>	\$		4,000				\$ 4,000
<b>TOTAL</b>	\$		56,116	\$		696	\$ 56,812

## Subcontract: Felsburg Holt & Ullevig

Item	FY 2013			FY 2014			Total
	Rate	Total Estimate Hours	Total Estimate Cost	Rate	Total Estimate Hours	Total Estimate Cost	
<b>Salaries</b>							
Elliot Sulsky - Principal II	\$64.90	42	\$ 2,726	\$64.90	\$ 6	\$ 389	
Lyle DeVries - Principal I	\$60.10	52	\$ 3,125	\$60.10	\$ 4	\$ 240	
Steven Marfitano - Planner II	\$31.25	128	\$ 4,000	\$31.25	\$ 2		
Subtotal	\$		9,851	\$		630	\$ 10,481
<b>Fringe Benefits</b>							\$ -
<b>Overhad/Indirect Costs (155.21%)</b>	\$		15,290	\$		978	\$ 16,267
<b>Fixed Fee (11%)</b>	\$		2,765.48	\$		176.80	\$ 2,942
<b>In-state Travel</b>	\$		1,600				\$ 1,600
<b>Expendable Supplies</b>	\$		600				\$ 600
<b>Report Publication</b>				\$		200	\$ 200
<b>TOTAL</b>	\$		30,106	\$		1,984	\$ 32,090

Exhibit D

**Title VI**  
ASSURANCE WITH REGARD TO THE CIVIL RIGHTS ACT OF 1964 AND  
THE U.S. DEPARTMENT OF TRANSPORTATION, TITLE 49, CODE OF  
FEDERAL REGULATIONS, PART 21

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

1. Compliance with Regulations: The contractor will 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 from time to time (hereinafter referred to as the “Regulations”), which are hereinafter 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 Regulations.
3. Solicitations for Subcontractors, 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 will 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 origin, 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 non-discrimination 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 issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of Rapid City, 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 City of Rapid City or the South Dakota Department of Transportation to enter into such litigation to protect the interests of the State of South Dakota, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## Exhibit E

### Compliance

During the performance of this contract, the CONSULTANT, 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 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 City of Rapid City, 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 City of Rapid City, 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 City of Rapid City shall impose such contract sanctions as it, the South Dakota Department of Transportation 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 City of Rapid City, 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 City of Rapid City or 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.

Exhibit F

**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 statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (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.