

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF RAPID CITY, SOUTH DAKOTA
AND
RDG SWB INC.**

AGP
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7-2-10
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SantAgree

This Agreement is entered into this 2 day of July, 2010, by and between the City of Rapid City, South Dakota, hereinafter referred to as the "City" and RDG SWB Inc., 900 Farman St., Suite 100, Omaha, Nebraska 68102, hereinafter referred to as the "Consultant."

WHEREAS, the City has identified the need to prepare specific design standards for the Mount Rushmore Road corridor, and

WHEREAS, the Consultant was a member of the team that prepared the Mount Rushmore Road Corridor Development Plan, and has indicated a willingness to provide professional planning services to the City in the preparation of the Mount Rushmore Road Design Standards.

NOW THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A, Scope of Services, attached hereto and incorporated into this Agreement.

Section Two. Additional Services

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.

2.2. Additional Tasks may be added to this agreement by amendment(s) at such time the City is prepared to proceed with each Task.

Section Three. Time of Performance

The time period for completion of the project is four (4) months after issuance of a Notice to Proceed, as indicated on Attachment B: Project Schedule. The projected time period does not include delays caused by City or factors outside the Consultant's control.

Section Four. Responsibilities of the City

4.1. Access to Work. The City shall make best efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the MRR Design Standards.

Section Six. Ownership of Materials

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

Section Seven. Assignment

The Consultant shall not assign an interest in this agreement or delegate the performance of any of its duties hereunder without the written consent of the City.

Section Eight. Amendments

Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

Section Nine. Nondiscrimination

In the execution of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance.

Section Ten. Termination

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, due to the fault of others than the Consultant, the Consultant shall be paid for services and expenses to the date of such termination.

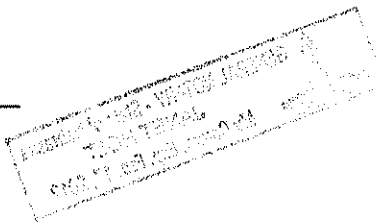
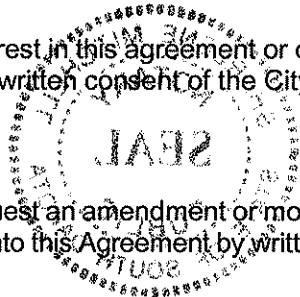
Section Eleven. Independent Contractor

In relationship to the City, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

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

City of Rapid City, South Dakota By:

Mark E. [Signature] 7/2/10
Title: Growth Management Director



Attachment A: SCOPE OF SERVICES Task

One: Initiation

1.1. Review of existing regulation governing development in the Mount Rushmore Road corridor, including the current zoning ordinance, historic district designation and review requirements, and other city or State statutes or regulations that affect private development in the corridor.

1.2. Initiation meetings in Rapid City with Growth Management Department staff and a Project Committee composed of business and property-owner representatives in the Mount Rushmore Road corridor. The purpose of these meetings is to review recent development issues in the corridor and to define the nature and scope of design standards.

Task Two: Design Standards Draft

2.1. Based on the results of Task One, prepare a draft of Design Standards for the Mount Rushmore Road Corridor. Design Standards will address:

2.1.1. The various development contexts of the corridor, including the "central urban" context north of South Street; the "transitional" context between South and St. Patrick Streets; and the "highway commercial" context south of St. Patrick Street.

2.1.2. Specific issues and variables along the corridor, including:

- Land uses.
- Preservation of historically or architecturally significant structures, or structures that contribute to existing historic districts.
- Building form, setbacks, and other issues related to site design.
- Landscaping on private property and public right-of-way.
- Land use transitions between residential and non-residential uses.
- Signs, including both on-and off-premise signs and including electronic message boards and off-premise signage.

Some standards will apply universally throughout the corridor, while others may be context-based, with different variables or standards appropriate to the different character of parts of the corridor.

2.2. Up to two interim teleconferences, using WebEx as appropriate, with staff and project committee to discuss directions of the draft during its preparation.

Attachment B: Project Schedule July

15, 2010: Notice to Proceed

July 15-31, 2010: Ordinance Review and Analysis

Week of August 2, 2010: Project Initiation Meetings

August 2-31 (Dates TBA): Teleconferences on Draft in Progress

September 3, 2010: Delivery Deadline for Preliminary Draft

Week of October 4, 2010: Public Presentation of Design Standards Document, Staff and Project Committee Debrief

Planning Commission Presentation: TBA

Request for Authorization to Sign Contract without Council Approval
(Attach this cover sheet to the contract and forward to the City Attorney)

Requestor Growth Management

Department Director Marcia Elkins

Cost Center Budget 204 – Line Item 4223

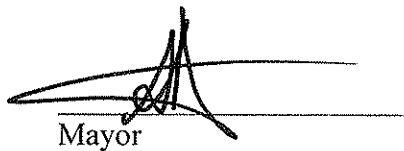
Date June 1, 2010 Vendor RDG SWB Inc

Amount \$12,800

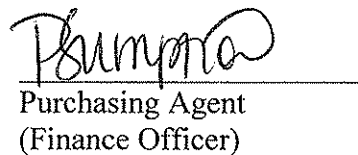
<u>City Attorney's Office</u>		
Reviewed by <u>MCS</u>	Date <u>6/1/10</u>	Quotes Yes No <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Approved	Rejected _____	
Changes necessary for approval: _____		

For contracts exceeding \$500 but less than the bid limit:

Approved by:



Mayor



Purchasing Agent
(Finance Officer)

Returned to Department Director for signature on _____

After execution by Department Director, contract must be returned to the Finance Office.