

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

**2009 – 2013 Transit Development Plan**

THIS AGREEMENT made on this \_\_\_\_\_ day of December, 2007, between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and SRF Consulting Group, Inc (One Carlson Parkway North Suite 150, Minneapolis, MN 55447-4443), hereinafter referred to as CONSULTANT. The 2009 – 2013 Transit Development Plan will provide a comprehensive, short-term program of transit improvements meeting the needs of both transit dependent and choice riders. The proposed plan will be structured to address short- and long-term needs and will be included as a section in the Rapid City Area's Long Range Transportation Plan, hereinafter called the Project.

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 OF CONSULTANT**

**1.1 General**

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

**1.2 Scope of Work**

The Basic Services Scope of Work is described in detail in Exhibit A and shall include transit inventories, analysis of existing operations, analysis of existing facilities, ridership forecasting, analysis of transit operations, analysis of existing and future land uses, and a public involvement process.

**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 Additional Services are not included as part of Basic Services except to the extent provided otherwise in Exhibit A. OWNER shall pay for these Additional Services 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 Growth Management Director or designee shall act as OWNER'S representative with respect to the services to be rendered under this Agreement. The OWNER'S representative 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, inventories, 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 September 30, 2008, provided a written "Notice to Proceed" is issued by December 31, 2007. 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 **Seventy Five Thousand Dollars (\$75,000), including reimbursable expenses**, as detailed in attached Exhibit D "Cost Estimate".

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 times the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31 as shown on attached Exhibit C "Rate Sheet" for all Basic Services rendered on the Project.

5.1.1.2 The approval and acceptance of the fixed 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 of all Reimbursable Expenses approved by OWNER, except where specifically provided otherwise. 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 D, "Cost Estimate". 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 CONSULTANT'S employees, 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 thereof 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 (3) years after the date of final payment to CONSULTANT.

All personnel employed by CONSULTANT shall maintain time records, for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed, for time spent performing work on study described in this Agreement. Time records and payroll records for said personnel shall be similarly retained by CONSULTANT for a period of three (3) years after final payment under Agreement is made and all other pending matters are closed.

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 OWNER'S representative 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 OWNER'S representatives reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as may be required; shall produce and exhibit such books, accounts, documents and property as may be determined necessary to inspect and shall, in all things, aid in the performance of said representatives' duties.

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

The CONSULTANT shall pay subcontractors or suppliers within fifteen (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.

## **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 OWNER'S written authorization. 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 Workers' 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 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.

#### **5.11 Claims**

To the extent authorized by law, the CONSULTANT shall indemnify and hold harmless the OWNER, its employees and agents, against any and all claims, damages, liability and court

awards including costs, expenses and reasonable attorney fees to the extent such claims are caused by any negligent performance of professional services by, the CONSULTANT, 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 South Dakota Workers' Compensation Law 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.

#### **5.12 Acceptance and Modification**

This Agreement, together with the Exhibits and schedules identified above, constitutes the entire agreement between OWNER and CONSULTANT and supersedes 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.

#### **5.13 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 due to CONSULTANT'S default. Upon termination, the OWNER may take over the work and may award another party an agreement to complete the work under this Agreement. If after the OWNER terminates for a default by CONSULTANT and 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 venued 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.

## **SECTION 7 – MERGER CLAUSE**

This written agreement including Exhibit A Scope of Work, Exhibit B Schedule, Exhibit C Rate Sheet and Exhibit D Cost Estimate 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 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

## **SECTION 10 – INSURANCE AND REPORTING**

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

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

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

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.



- D. Workers' 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 thirty (30) days' prior written notice to the OWNER. The CONSULTANT shall furnish copies of insurance policies if requested by the OWNER.

## 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 11 - 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:**

**CONSULTANT:**

BY: \_\_\_\_\_  
Alan Hanks, Mayor  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
SRF Consulting Group, Inc.  
One Carlson Parkway North, Ste150  
Minneapolis, MN 55447-4443  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Finance Officer

[seal]

APPROVED AS TO FORM

Karie Kennedy 11/28/07  
Karie Kennedy DATE  
Assistant City Attorney

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the Mayor of the City of Rapid City, 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)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, 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 of Rapid City  
Growth Management Department  
300 Sixth Street  
Rapid City, South Dakota 57701

**Address for Giving Notices:**

SRF Consulting Group, Inc.  
One Carlson Parkway North, Suite 150  
Minneapolis, MN 55447-4443

# EXHIBIT A

## Scope of Work for Rapid City Transit Development Plan

### Task 1. Background Information

- Identify the purpose and study area of the Transit Development Plan, including finalizing the proposed study process.
- Conduct initial meeting with staff to set the framework for this project and to review current conditions, issues and challenges.
- Collect available local data, identify opportunities for additional data collection and map out the overall study approach.
- Convene focus group meetings with a Steering Committee and other key transit stakeholders in the community, including but not limited to:
  - Drivers
  - Riders
  - Agency Staff
  - Employers
  - Senior residence managers
  - Healthcare professionals
  - Disabled community

### Task 2. Community and Transit Characteristics

- Present an overview of the history of transit in the Rapid City area including:
  - Current levels of transit services
  - Rapid City's socioeconomic conditions
  - City land use and development trends
  - All major activity generators
  - Population, household and employment projections
  - Environmental justice information including minority and low-income population concentrations
- Convene public meetings to present the information and seek additional input on transit needs.

### Task 3. Existing Transit Service and Facilities in the Area

- Prepare and analyze the following:
  - Fixed-route system profiles
  - Fixed-route ridership and operations data
  - Paratransit service profiles, ridership and operations data
  - Present private and non-profit transportation services
  - Analysis of boarding/alighting information, if available
- Inventory the span of service, service frequencies, route lengths and running times, transfer points, route utilization, fleet, fare structures and agency organization. Key service data will include passengers, revenue

miles and hours, and operating costs. Measures of performance will be presented including per passenger, per mile, per hour and per capita analysis.

#### Task 4. Relevant Policies, Programs, Regulations, Practices and Ridership Trends/Projections

- Complete the following:
  - Summarize federal and state policies and programs affecting public transit, including SAFETEA-LU regulations
  - Describe predominant functions of local transit services
  - Present national ridership characteristics
  - Conduct analysis of existing facilities for efficiency (e.g. transfer facility and operations hub)
  - Complete a current transit ridership analysis
  - Discuss factors affecting current and future transit ridership
  - Prepare 2009-2013 transit ridership forecasts

#### Task 5. Transit System Needs Assessment

- Identify Rapid City transit needs based on the public input processes (i.e., focus groups, public meetings and other information) and review of the community and service information. The operational needs assessment will consider the following:
  - Current route structure
  - Current schedule and layover time
  - Expansion of routes to serve new shopping areas
  - Expansion of dial-a-ride service time for Saturday evenings and Sundays
  - Fare levels
  - In-house maintenance requirements
  - Trolley operations
  - Location of layover
  - Park and ride implementation
- The needs will be summarized in the following categories:
  - Capital improvements and needs
  - Paratransit issues
  - Operating and maintenance trends
  - Route and service analysis
  - Regulatory compliance
  - Ridership promotional
  - Funding resources
  - Fare issues
  - Miscellaneous needs generated by the input process

#### Task 6. Transit Development Plan Goals and Performance Standards

- Complete the following:
  - Prepare goals
  - Establish performance standards by need categories
  - Meet with Steering Committee to present draft goals and performance standards
  - Convene a public process to present the information developed earlier, and draft system goals and performance standards
  - Seek input from stakeholders
  - Refine system goals, standards and needs categories based on the input received

#### Task 7. Transit Alternative Identification/Evaluation and Transit Development Plan Strategies

- Analyze the issues generated by the earlier public process and then translate these needs into workable implementation strategies. Potential alternatives will be proposed and their merits or drawbacks will be presented to the Steering Committee and stakeholders for consideration. Preferred alternatives will then be recommended. A comprehensive list of feasible implementation strategies will be developed into a short-range program of projects.
- The needs analysis will address the following:
  - Equipment and facilities
  - Elderly and persons with disabilities
  - Operations and maintenance
  - Routes and service
  - State and federal mandates and rules
  - Marketing
  - Funding
  - Fares
  - Other needs as identified during the study process

#### Task 8. Plan Development Review and Adoption

- Complete the following:
  - Prepare a draft Transit Development Plan
  - Convene a public process to solicit comments on the draft Transit Development Plan
  - Revise the draft Plan after consideration of public input
  - Prepare and present the final draft Transit Development Plan to Metropolitan Planning Organization Committees and City Council for action

- Incorporate the comments into the document, culminating in preparation of the Transit Development Plan.

#### Task 9. 2009-2013 Transit Development Plan Publication

- Package all the materials and deliverables produced as part of the previous tasks (1-8) into a Transit Development Plan. The following data, maps, information, etc. are anticipated to be included in the various sections of the Transit Development Plan.
  - Study area
  - City of Rapid City Metropolitan Statistical Area population data
  - Net migration rates/net migration rates for projections
  - City land use and anticipated changes
  - Residential land use
  - Metropolitan dwelling units
  - High density population areas
  - Major transit activity centers
  - 20-year population projections
  - 20-year employment projections
  - 20-year household projections
  - Environmental justice information (minority/low-income populations)
  - Bus shelter locations
  - 2007 fare structure and proposed recommendations
  - Transit vehicle inventory by systems
  - Organizational structure of each system
  - 2009 transit statistics systems ridership
  - Historical ridership documentation
  - Rapid Transit route revenue versus operating cost
  - Comparison of regional transit fare structures
  - Selected national transit system data for urbanized areas with a population of less than 200,000
  - 2009 operating costs and revenue sources by system
  - Dial-a-ride paratransit ridership
  - Choice rider information
  - Past transit development plan ridership projections (1991-1996 and 2004-2008)
  - 2009-2013 transit ridership projections by system
  - Public input
  - Identified need categories and recommended solutions
  - 2009-2013 Transit Development Plan goals by need categories
  - Performance standards by need categories
  - Planned transit capital needs
  - City of Rapid City Transit Development Plan recommendations by screening factors
  - Rapid Transit System five-year program of activities
  - Evaluation of existing facilities (e.g. Barber Transportation Center)

- Data will be mapped in ArcInfo/ArcView Geographic Information Systems format and all charts and graphs created in Microsoft Office compatible format. SRF will provide the Rapid City Area Metropolitan Planning Organization digital copies of all prepared maps, charts and graphs and digital data generated during the Transit Development Plan process, including layers, coverages, shape files, documents, graphs, charts and spreadsheets.

### **Project Deliverables**

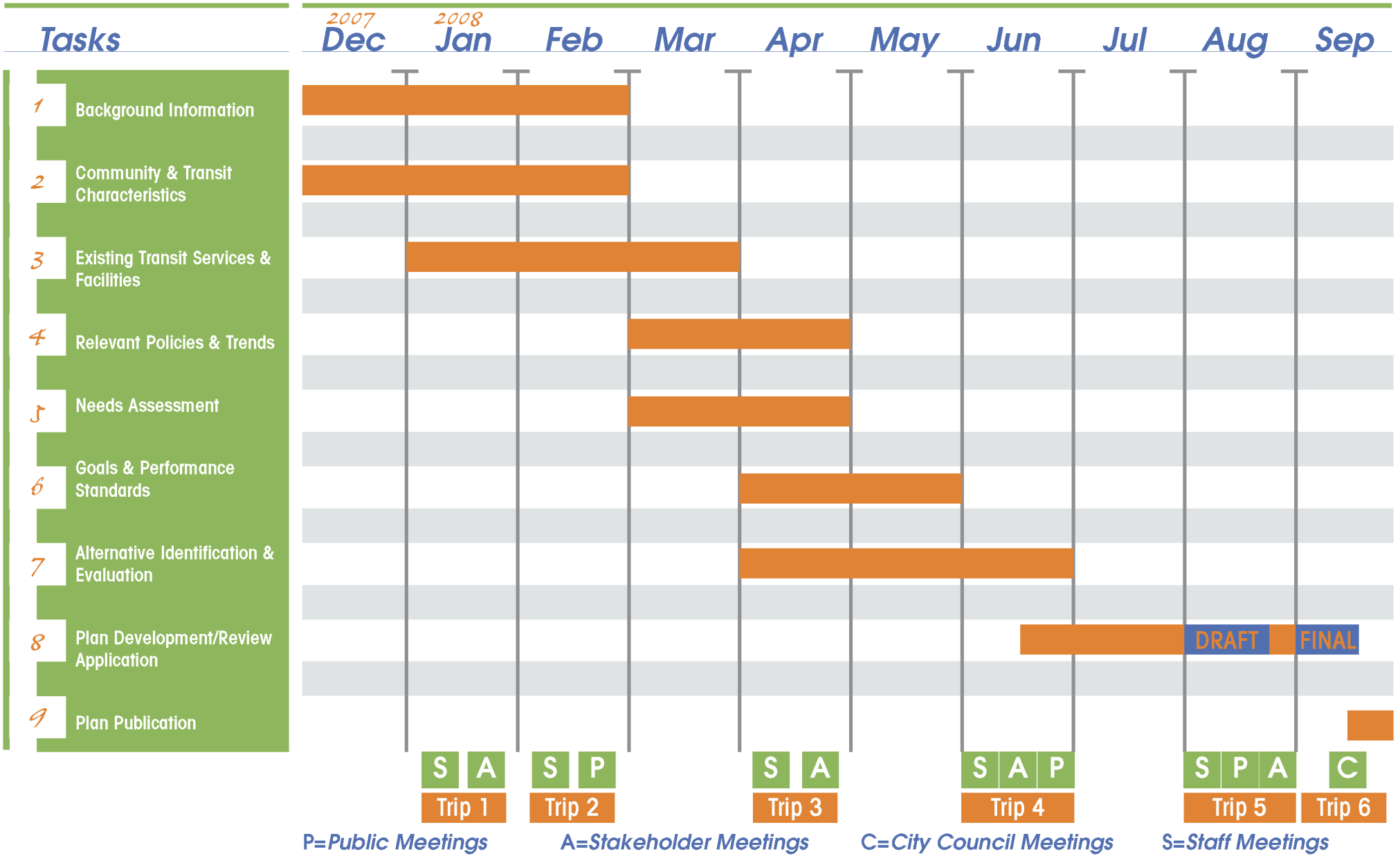
Document the information and results of the project Tasks 1-7 in project memorandums and working papers as the tasks are completed. Prepare necessary displays and handouts for all stakeholders, focus group and public meetings at various stages of the project. The main deliverable will be the 2009-2013 Rapid Transit System Transit Development Plan. It will be developed as follows:

- Draft Transit Development Plan:  
50 full copies plus  
30 Executive Summaries
- Final Transit Development Plan:  
50 full copies plus  
30 Executive Summaries

In addition, an unbound hard copy and CD of the Final Transit Development Plan will be provided. Copies of any pertinent/working papers and files will be delivered on a separate CD in a format acceptable to the Rapid City Area Metropolitan Planning Organization.



# EXHIBIT B



12/3/2007

# EXHIBIT C

## Rate Sheet

### SRF CONSULTING GROUP, INC. HOURLY RATES

	Hourly Rates
<u>PRINCIPAL</u>	\$61.40
<u>SENIOR ASSOCIATE</u>	\$44.60
<u>ASSOCIATE</u>	\$42.50
<u>PROFESSIONAL</u>	\$28.00
<u>PRODUCTION/CLERICAL</u>	\$24.00

# EXHIBIT D

## BUDGET TABLE

CLIENT: RAPID CITY AREA METROPOLITAN PLANNING ORGANIZATION

CONSULTANT: SRF CONSULTING GROUP, INC.

P07676

PROJECT: 2009-2013 TRANSIT DEVELOPMENT PLAN (TDP)

\*\*\*\*\* ESTIMATED PERSON-HOURS \*\*\*\*\*

TASK NO.	WORK TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	PROF.	CLERICAL	TOTALS	ESTIMATED FEE
1.0	Background Information	20	2	12	8	4	46	\$5,918.86
2.0	Community and Transit Characteristics	12	6	12	24	2	56	\$6,159.24
3.0	Existing Services and Facilities	4	6	12	20	2	44	\$4,496.48
4.0	Policy Background and Ridership	12	4	20	12	2	50	\$5,924.38
5.0	System Needs Assessment	6	2	20	8	6	42	\$4,618.88
6.0	Goals and Standards	4	6	10	8	2	30	\$3,335.98
7.0	Identify and Evaluate Strategies	24	24	40	30	6	124	\$14,411.24
8.0	Plan Development, Review and Adoption	28	8	24	30	20	110	\$12,172.92
9.0	TDP Publication	8	2	2	20	8	40	\$3,907.13
<b>TOTAL ESTIMATED PERSON HOURS</b>		<b>118</b>	<b>60</b>	<b>152</b>	<b>160</b>	<b>52</b>	<b>542</b>	
HOURLY PAYROLL RATES		\$61.40	\$44.60	\$42.50	\$28.00	\$24.00		
ESTIMATED LABOR		\$7,245.20	\$2,676.00	\$6,460.00	\$4,480.00	\$1,248.00		\$22,109.20
ESTIMATED OVERHEAD COST		Overhead Factor		139.70%				\$30,886.55
TOTAL ESTIMATED LABOR AND OVERHEAD								\$52,995.75
FIXED FEE				15%				\$7,948.85
ESTIMATED DIRECT NON-SALARY EXPENSES:								
Travel								\$8,455.40
airfare=8 person trips @ \$700								
hotel= 10 nights @\$125								
car rental=6@\$155								
food=10@\$30								
mileage=420@\$0.37								
airport parking=10@\$22								
Printing/Copies								\$5,600.00
50 draft reports@\$50								
30 draft Executive Summaries@\$10								
50 final reports@\$50								
30 final Executive Summaries@\$10								
<b>TOTAL ESTIMATED FEE</b>								<b>\$75,000.00</b>
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