

**AGREEMENT  
For PROFESSIONAL SERVICES  
Rapid City Area Origin and Destination Study**

THIS AGREEMENT made on this \_\_\_\_\_ day of December, 2013 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Felsburg Holt & Ullevig, hereinafter referred to as CONSULTANT. This project will encompass the preparation of the Rapid City Area Origin and Destination Study for the Rapid City Area Metropolitan Planning Organization.

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 transportation planning public participation activities by assembling and analyzing available data, synthesizing information gained into a "Origin and Destination Study" document formatted for easy reading and viewing on screens, and making updates to the existing travel demand model.

**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 September 30, 2014, provided a written "Notice to Proceed" is issued by December 20, 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 **\$74,997.83 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 time the allowable overhead rate as determined by audit, in accordance with 48 CFR Part 31 as shown on attached Exhibit C "Billing Rates" 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 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 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 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.

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.

## **5.12 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.

## **5.13 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 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.

## **SECTION 7 – MERGER CLAUSE**

This written agreement which includes and incorporates the Request for Proposals and associated exhibits, including Exhibit A Scope of Work, Exhibit B Schedule, Exhibit C Billing Rates, Exhibit D Cost Estimate and Appendix A constitutes 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 Appendix A, 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.

## **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.

## **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 \$1,000,000.00.

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

- C. Business Automobile Liability Insurance: CONSULTANT shall maintain business automobile liability insurance or equivalent form with a limit of

not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

- D. Worker's Compensation Insurance: CONSULTANT shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

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

ATTEST:

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

APPROVED AS TO FORM

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

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this \_\_\_\_ day of \_\_\_\_\_, 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 December, 2013, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be a Principal of Felsburg Holt & Ullevig, 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  
Services Department  
300 Sixth Street  
Rapid City, South Dakota 57701

Felsburg Holt & Ullevig  
6300 South Syracuse Way  
Suite 600  
Centennial, CO 80111

**EXHIBIT A**  
**Professional Services Agreement**  
**Scope of Services**  
**Rapid City Origin and Destination Study**

The study needs to include, but not be limited to, the following tasks:

- 1) Methods and Assumptions: The consultant shall facilitate a meeting to determine the assumptions to be used during the course of the study. Resulting from that meeting, the consultant shall develop a Methods and Assumptions Document in accordance with the *Methods and Assumptions Template for SDDOT Planning Studies*. (attached)

Sampling/Survey Plan: The consultant will propose, in writing, a detailed sampling/survey plan for review by RCMPO. The consultant will incorporate sampling technology that will have limited impact on the operations of the local facilities. Acceptable methods for sampling include the use of cell phone data, Bluetooth, license plate video/photo, and/or electronic readers. Following such review, the consultant will refine the methodology and schedule as appropriate.

If necessary, the consultant will work with local agencies to obtain necessary permits and to solicit additional input regarding the project. The consultant will work closely with these agencies relating to the logistics of conducting the survey in the most effective and least intrusive fashion.

The core elements of field surveys that must be addressed are 1) sample selection, 2) site selection, and 3) sampling procedures. The survey plan must adequately address all such elements.

- 2) Conduct Origin and Destination Study: Conduct a statistically valid origin-destination survey for trips in the Rapid City metropolitan planning area for a minimum of 24 hours per data collection period without impeding the flow of traffic. The study should work with the existing traffic analysis zone (TAZ) structure that is used in the travel demand model. The study team believes this data will need to be collected from approximately 290 TAZ's and upwards of 16 external stations to handle trip-making to/from areas outside of the modeling area. Additional station locations may be needed to fulfill all data requirements to properly calibrate the traffic model. At a minimum, this data gathering activity is to occur over a one week period when the local high schools are in session and an average weekend day. Data captured over a 30 day period is preferred. It may also be useful to have data collected over a period of time before and after the tourist season begins. The consultant will collect a sufficient number of data to yield robust, representative, and statistically reliable results for the study. The consultant shall be responsible for coordinating all field data-collection activities. The consultant will compile, organize, and work with the data. The consultant is also responsible for working with operations and designated personnel of the concerned agencies, as appropriate, to ensure that the survey and

counts are conducted with due consideration to operations logistics. During the conduct of the surveying, the consultant will immediately report any major problems (e.g., concerns raised by operations personnel, personnel problems, complaints, etc.) to the RCMPO with suggestions for resolution of the problem. The RCMPO will make the final determination, if necessary.

3) Final Report: The consultant will prepare a final report about the Origin and Destination Study. The report will include a stand-alone Executive Summary and will also include sections concerning:

- project objectives;
- study methodology;
- survey method;
- design of survey instruments;
- summarized results; and
- appendices—all tables and numerical results summarized for each survey location.

These findings will be presented in predominantly a graphical and narrative format for each location, with tabular data (frequency distributions and cross-tabulations) used sparingly in the report but extensively in report appendices.

4) Project Deliverables: The consultant shall provide the following items to the RCMPO contact person:

- ◆ Study Updates in word processing format (Microsoft® Word) or as Portable Document Format (Adobe® .pdf) of the study's progression due January 20, 2014, March 10, 2014, May 12, 2014, and June 9, 2014. If the study completion date needs to be extended, study updates will be expected around the 15<sup>th</sup> of every other month beginning on September 30, 2014 until submittal of the draft final report.
- ◆ All data that will be uploaded to TransCAD in the appropriate format, such as in Excel or CSV files.
- ◆ All necessary GIS shapefiles (ESRI ArcMap® \*.shp) in State Plane coordinate system (NAD 1983, South Dakota South) compatible with Meade and Pennington Counties' existing coordinate system.
- ◆ An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the draft report and executive summary.
- ◆ An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the final report and executive summary.
- ◆ Fifteen (15) printed copies of the final report and executive summary
- ◆ An electronic copy, in word processing format (Microsoft® Word) and Portable Document Format (Adobe® .pdf), of the complete final report and the complete executive summary.

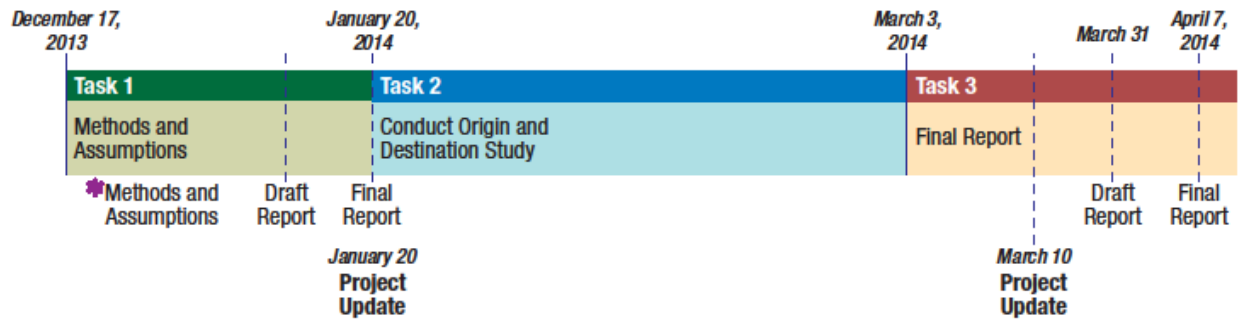
- ◆ Copies of any pertinent working papers and electronic files created during the project.

After the Staff's review of the draft reports, the RCMPO's contact person will advise the consultant as to its acceptability and will request any changes that may be desired. The executive summary and final report shall be due to RCMPO's contact person seven (7) days prior to the study's completion date.



# Study Schedule

At notice to proceed, FHU will set a meeting date with the study advisory team for the Methods and Assumptions development. Following this meeting, FHU will produce a Methods and Assumptions report for RCMPO staff review. Upon finalization of this report, FHU will coordinate with AirSage to develop the origin and destination data; this process is anticipated to take six weeks. Following the data collection, a final report will be developed followed by RCMPO staff review. Anticipated completion dates for this study are shown below.



## EXHIBIT C - BILLING RATES

### Bill King, PE

Bill King is an experienced civil engineer, project manager and sales consultant with over 25 years in the transportation planning industry. Before joining AirSage in his government sales role, his career included working in public DOT and city agencies as well as private national engineering and planning organizations. Bill is a licensed PE in Georgia and Florida and is a graduate of Georgia Institute of Technology, where he earned a bachelor's degree in Civil Engineering (CE).

### Current Project Commitments

We take our commitment to our client's projects seriously. We take care to provide qualified staff that will not only provide exceptional expertise but also have sufficient capacity to fully commit to this project.

Elliot Sulsky will serve as the Principal-in-Charge on this project, providing quality control and project oversight. He will also manage all contractual matters with RCMPO and will ensure that team members on this project will not be changed without your written consent. Elliot's current project commitments include the Ralston Road Corridor and Comprehensive Plan Update projects for the City of Arvada and the Yale Avenue Corridor Study for Denver and Arapahoe County.

During the proposed study period, Steven Marfitano will be working on the CDOT Statewide Transit Plan and City of Arvada Comprehensive Plan. The time required for his oversight of the Rapid City Area Origin and Destination Study has been budgeted to coincide with other projects on his schedule and ensure full commitment to the success of this project.

Because AirSage is a vendor providing data as a lump sum, we are only showing FHU's hours as a part of the table below.

Work Hour Estimate	FHU Personnel	
	Elliot Sulsky - Principal-in-Charge	Steven Marfitano - Project Manager
Direct Rates	\$64.90	\$33.17
Task 1. Methods and Assumptions	6	24
Task 2. Conduct Origin and Destination Study	12	46
Task 3. Final Report	4	32
Task 4. Project Deliverables	0	4
<b>Total Hours</b>	<b>22</b>	<b>106</b>

# Budget

Item	FY 2013			FY 2014			Total
	Rate	Total Estimated Hours	Total Estimated Cost	Rate	Total Estimated Hours	Total Estimated Cost	
Salaries							
Elliot Sulsky - PIC	\$64.90	6	\$389.40	\$64.90	16	\$1,038.40	
Steven Marfitano - Project Manager	\$33.17	24	\$796.08	\$33.17	82	\$2,719.94	
Subtotal:			\$1,185.48			\$3,758.34	\$4,943.82
Overhead/Indirect Costs <sup>1</sup> (173.58%)			\$2,057.76			\$6,523.73	\$8,581.48
Fixed Fee (10%)			\$324.32			\$1,028.21	\$1,352.53
Data Vendor - AirSage			\$0.00			\$60,000.00	\$60,000.00
Report Publication			\$20.00			\$100.00	\$120.00
Total			\$3,587.56			\$0.00	\$74,997.83

Notes: 1. Fringe Benefits are included with Overhead/Indirect Costs.

## Appendix A

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

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

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

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