

**AGREEMENT
FOR PROFESSIONAL SERVICES**

**Chapel Valley Access
Traffic Analysis and Route Alignment Study**

THIS AGREEMENT made on this _____ day of February, 2009 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Felsburg Holt & Ullegiv, 6300 South Syracuse Way, Suite, Centennial, CO 80111, hereinafter referred to as CONSULTANT. This project will encompass the preparation of a Chapel Valley Access - Traffic Analysis and Route Alignment 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 transportation 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 transportation planning services representative for the Project, providing professional transportation planning consultation and advice and furnishing selected transportation planning services.

1.2 Scope of Work

The Basic Services Scope of Work is described in detail in Exhibit A and shall data collection and review, traffic forecasting, analysis of traffic operations, development of alternative route alignments and 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 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 Growth Management Director or their designee shall act as OWNER'S representative with respect to the services to be rendered under this Agreement. The Growth Management 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 February 26, 2010, provided a written "Notice to Proceed" is issued by February 23, 2009. 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 **One Hundred Eighteen Thousand Dollars (\$118,000), 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 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 7th 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 Billing Rates 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 is 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. 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 11 - 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 12 – 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 of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 13 - 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.

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
Growth Management Department
300 Sixth Street
Rapid City, South Dakota 57701

Address for Giving Notices:
Felsburg Holt & Ullevig
6300 South Syracuse Way, Suite 600
Centennial, CO 80111

EXHIBIT A – PROJECT SCOPE OF WORK – ACCESS STUDY

The following is an outline of key activities that will comprise the seven major work tasks identified in the RFP.

Task 100 Data Review and Collection

100.1 Review Traffic and Land Use Information

- Compile and review future neighborhood land use plans
- Review Major Street Plan, Rapid City Area Long Range Transportation Plan, City Street Design Criteria
- Review available traffic count information and South Dakota Department of Transportation Crash Statistics for the project area **(To be done by City Staff)**

100.2 Review City Drainage Plans

- Read drainage plans to identify constraints within the project area that must be addressed in the project effort
- Identify environmental features that could be impacted by alternative alignments

100.3 Conduct Field Investigations

- Visit the Chapel Valley subdivision to identify existing man-made and natural features such as surface drainage patterns, flood plain boundaries and topographic landforms
- Observe peak hour traffic conditions at current entry to Chapel Valley Subdivision via Chapel Lane, pictured below, and document intersection lane geometry

100.4 Gather Electronic Information

- Compile and synthesize digital information received from the City, including USGS Contours

100.5 Compile Mailing List (To be done by City Staff)

- Compile and maintain a mailing list of affected property owners and other stakeholders. The initial mailing list would be compiled from information provided by the City and the list would be added to with each public meeting.

100.6 Conduct Traffic Counts (To be done by City Staff)

- Conduct weekday AM and PM peak hour traffic counts. Identify composition (cars, trucks, etc.) of traffic for each movement and the intersection peak hour factor. It is assumed that the City will conduct daily traffic counts along Chapel Lane south of Jackson Boulevard and other daily traffic counts as needed within the subdivision.

Task 200 Traffic Forecasts

200.1 Existing Conditions

- Factor traffic counts conducted in Task 100.3 to reflect peak travel season. Factoring will be performed based on observed seasonal variations in traffic volumes along similar roadways to Jackson Boulevard within the Rapid City area.
- Adapt no-build scenario traffic counts to up to 3 alternative build scenarios being considered for the preferred alternative. Build traffic counts may vary according to the location and accessibility of the proposed alternate connection to the subdivision.

200.2 Future Conditions

- Develop Year 2035 traffic volume forecasts for the no-build scenario along Jackson Boulevard and subdivision roadways. It is anticipated that subdivision traffic would experience little or no growth into the future with the no-build scenario, but Jackson Boulevard traffic volumes would grow with regional development. The Rapid City Area Long Range Transportation Plan and regional travel demand model would be consulted to develop future forecasts.

- Develop Year 2035 traffic volume forecasts for up to 3 build alternatives. Chapel Lane traffic would grow with development that would likely follow construction of an alternate connection, so forecasts would be based on anticipated new development. Traffic generated by new development would be estimated based on information included in *Trip Generation* (Institute of Transportation Engineers, 6th Edition, 2003).

Task 300 Analysis of Traffic Operations

300.1 Existing Conditions

- Analyze intersection traffic operations based on existing traffic counts. Use methodology contained in the Highway Capacity Manual 2000 to calculate an LOS for each movement at the Jackson Boulevard / Chapel Lane intersection.
- Based on build scenario traffic volumes, analyze LOS for Jackson Boulevard / Chapel Lane intersection with an alternate connection built. Analyze LOS of any alternate connection intersections.

300.2 Future Conditions

- Analyze intersection traffic operations based on future traffic volume forecasts. Use methodology contained in the Highway Capacity Manual 2000 to calculate a Level of Service (LOS) for each movement at the Jackson Boulevard / Chapel Lane intersection.
- Based on Year 2035 build scenario traffic volumes, analyze LOS for the Jackson Boulevard / Chapel Lane intersection with an alternate connection built. Analyze LOS of any alternate connection intersections.

Task 400 Development of Alternative Route Alignments

The project team will identify a range of alternatives that considers potential reasonable options to provide an alternate means of access for the Chapel Valley area. These alternatives will be initially screened for reasonableness considering major factors such as connectivity, constructability, topography/grades, environmental issues, and relative costs. Those alternatives or variations that pass the initial screening will then be exposed to a more comprehensive set of screening criteria. Up to three alternative alignments will be examined. Conceptual level design layouts will be developed for those alternatives to identify design-related elements such as horizontal and vertical geometrics, limits of construction, structural and hydraulic requirements, and opinion of probable costs. This set of screening criteria will also include traffic and accessibility issues, wetlands, wildlife, Section 4(f) resources, other pertinent environmental impacts, constructability and phasing, right-of-way acquisition, property impacts, public input, and compatibility with future development plans.

400.1 Identify Range of Alternatives

- With recommendations from the public, the project Advisory Committee will identify the options for alternate access to the Chapel Valley Subdivision. Reasonable possibilities will be identified in addition to the no-build condition.

400.2 Level 1 Screening for Reasonableness

- The range of alternatives will be narrowed to a maximum of three options based on general information for the following factors:
 - » Traffic Connectivity
 - » Environmental Issues
 - » Topography/Grades
 - » Relative Costs
 - » Additional Factors Identified by the Advisory Group

It is anticipated that many of the alternatives will be easily eliminated based on evident flaws within the above categories. Additional effort may require modifications to the project agreement.

400.3 Examine Alternatives / Final Screening

Each factor identified by the City will be examined for up to three reasonable alternative route alignments. Alternative information will include the termini and alignment of each along with design criteria (design speed, lane widths, horizontal and vertical geometrics, typical sections, etc.). Typical cross-sections will depict lanes, cross slope, edge treatment, sidewalks, etc. The evaluation factors are described as follows:

- Right-of-way and Easement Requirements
 - » Research existing roadway right-of-way from City and County records
 - » Research property ownership and limits from County assessor maps
 - » Establish typical right-of-way width of new roadway and requirements to accommodate roadway typical section, drainage, structures, other features
 - » Determine right-of-way and easement areas required based upon assessor map property lines
 - » Research land values and costs from county assessor data
- Environmental Impacts/Concerns
 - » Site assessment, research resources (see **Table 1** for discussion of environmental resources in the project area).
 - » Initial assessment to assess, avoid, or minimize impacts
- Roadway Profile
 - » Establish design criteria based upon City and State standards: maximum/minimum grades, sight distance, intersecting access grades
 - » Apply to design of alternatives
- Preliminary Geotechnical Evaluation
 - » Research geologic characteristics of the area
 - » Summarize key geotechnical impacts associated with alternative alignments
 - » Identify critical hydraulic impacts with each alternative
- Structures, Existing and Proposed
 - » Evaluate structural requirements: bridges, retaining walls
 - » Examine slope stability
- Cost Estimates
 - » Determine quantities for major construction items: roadway, structural, drainage, traffic
 - » Percentages of major items for contingencies and minor items
 - » Right-of-way and easement areas and costs
 - » Design and construction engineering percentages
 - » Prepare a conceptual level opinion of probable cost for the alternatives

Following the examination of these factors, the project team will organize a multi-criteria decision matrix to rate the alternatives based on the performance of each in the categories examined. The team will then recommend a preferred alternative for approval based on its performance across the range of examined categories.

400.4 Recommend Preferred Alternative

- Upon evaluation and screening of alternatives, a preferred alternative will be recommended for approval by the City and MPO which would be documented as part of the EA. The alignment of the preferred alternative will be confirmed with the

Advisory Group as ready to be added to the Rapid City Major Street Plan. More detailed plans would be prepared as a part of the Environmental Assessment Scope of Work.

Task 500 Conduct Public Meetings

Rapid City staff will establish an initial public involvement list. This will include the approximate 543 dwelling units, Home Owner Associations (HOAs), commercial establishments, neighborhood groups, and business groups within the project area.

500.1 Conduct Public Meetings

First Public Meeting—

Designed to gather information and input from the community regarding potential options for additional access to the Chapel Valley Subdivision. An important piece to the first meeting is to provide a clear understanding of the project's purpose and need to the public. Moving forward with an understanding of the purpose and need will help to develop a common understanding and a basis for a positive discussion. FHU will bring broad concepts of alternatives to this meeting to give the public an idea of what can be designed and the issues that must be considered during the selection of a preferred alternative. We will also ask the public to identify any alternatives that have not been shown. FHU will solicit suggestions of potential screening criteria that the public feels is vital in the selection of the project.

Second Public Meeting— Focused on the presentation of the Draft Access Study Report. This meeting will demonstrate the process that the project team used to refine and screen the alternatives. A clear tie will be made from the public's input gathered at the first public meeting to the alternatives selected for further analysis. FHU will solicit feedback from the community on the draft preferred alternative to assist the project team in finalizing the report.

Third Public Meeting— Concludes the face-to-face community meetings as part of the access study. The focus will be on the presentation of the results of the Final Report identifying the preferred alternative. FHU will present materials that describe the process that was taken for the project, from the initial meeting to the Final Report. Again, FHU will identify how information from the community contributed to the selection process.

Note: Environmental Assessment

FHU understands that if this project leads to an EA there are certain public involvement requirements that need to be met. We have developed the approach previously discussed to meet the initial public scoping and review requirements for an EA. This can provide some cost savings for the City by eliminating a public meeting in the early phases of the EA. A Draft EA public hearing will be conducted as part of the EA process. FHU will provide all the materials needed to conduct these public meetings. Our team has considerable experience in preparing display graphics, presentations, and handout materials for the public. Public meeting materials will be prepared in a way that is understood by the entire community, while providing the necessary technical information. In addition to the face-to-face community meetings, FHU understands that there are other ways to effectively disseminate project information. For example, we know that there is a weblog (blog) for three HOAs in Chapel Valley. The project team may utilize this tool as a way to notify residents of public meetings and other information during the course of the project. Information may also be printed in HOA newsletters, should they be available.

500.2 Convene Advisory Group

Equally important to ensure that the project team captures community viewpoints and concerns is ongoing collaboration with City and State technical staff. The Advisory Committee will consist of Rapid City, the Rapid City Area MPO, and SDDOT staff with interest in the project, including planning, traffic, environmental, and emergency service provider representation. Throughout the project, FHU will attend four meetings to discuss the scope and approach to the project. Maintaining on-going collaboration will help to identify and resolve potential issues in a multi-agency format.

Task 500 Deliverable: Summaries of three public meetings

Task 600 Reports and Meetings

600.1 Produce and Present Draft Access Study

- Provide a reproducible original and 15 copies of draft access study to local and state representatives. Draft will include executive summary, preliminary findings and recommendations, and any other pertinent information developed as a part of the study. The report shall include all necessary items to address Federal Highway Administration (FHWA) requirements pertaining to federal aid road projects.
- Revise draft based on comments received from reviewers. If necessary, issue a second draft for review within the Project Advisory Committee only.
- Present the draft report to three groups:
 - » Rapid City Planning Commission
 - » Rapid City Council
 - » Meeting with the Rapid City Area MPO Citizen's Advisory Committee, Technical Coordinating Committee and Executive Policy Committee on the same day

Task 600.1 Deliverable: Draft Access Study including text, graphics, and analyses.

600.2 Produce and Present Final Access Study

- Provide a reproducible original and 40 copies of the final access study to local and state representatives.
- Present the final report to three groups:
 - » Rapid City Planning Commission
 - » Rapid City Council
 - » Meeting with the Rapid City Area MPO Citizen's Advisory Committee, Technical Coordinating Committee, and Executive Policy Committee on the same day

Task 600.2 Deliverable: Final Access Study including text, graphics, and analyses.

EXHIBIT B – PROJECT SCHEDULE

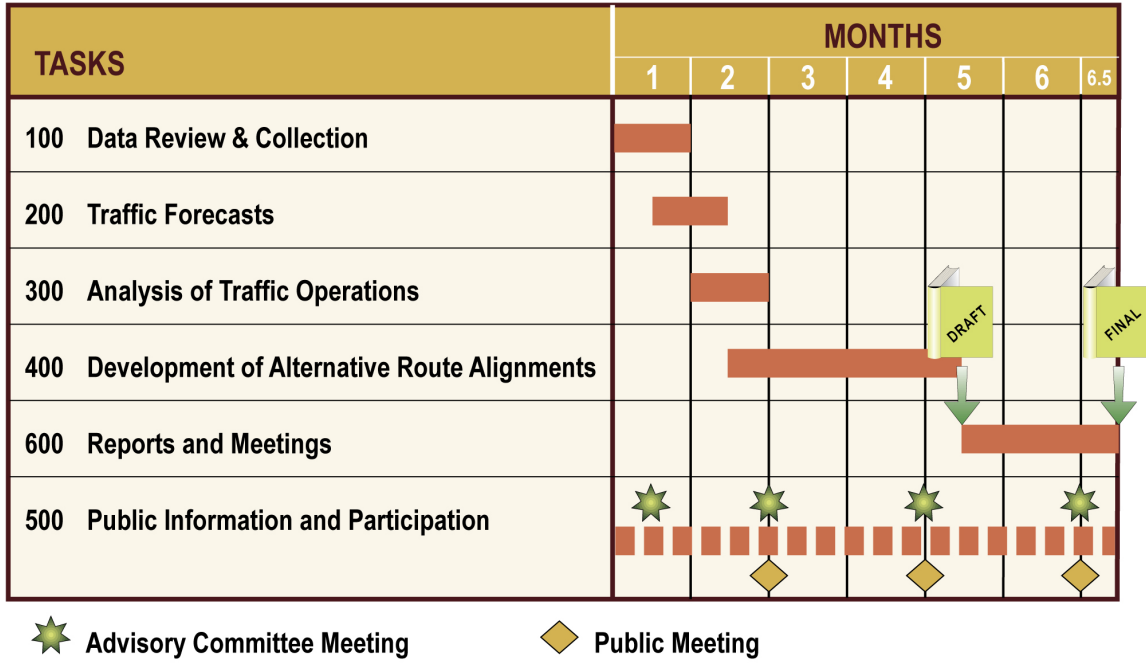


Exhibit C

Billing Rates

Felsburg Holt & Ullevig

Staff	Position	Salary Rate (\$/hr)	Overhead (153.37%)	Salary plus Overhead
Elliot Sulsky	Principal	\$ 66.11	\$ 101.39	\$ 167.50
Lyle DeVries	Project Manager	\$ 42.31	\$ 64.88	\$ 107.19
Stephen Zgorzynski	Senior Engineer	\$ 48.92	\$ 75.02	\$ 123.94
Edward Lind	Associate	\$ 56.07	\$ 85.99	\$ 142.06
Lacy Brown	Engineer	\$ 27.50	\$ 42.18	\$ 69.68
Kendra Gabbert	Engineer	\$ 26.97	\$ 41.37	\$ 68.34
Kassim Alkanani	Senior Engineer	\$ 51.57	\$ 79.09	\$ 130.66
Rick Dillon	Sr. Bridge Designer	\$ 46.75	\$ 71.70	\$ 118.45
Jennica Hartman	Designer III	\$ 28.87	\$ 44.29	\$ 73.16
Jessica Myklebust	Env. Scientist III	\$ 37.61	\$ 57.68	\$ 95.29
Dale Tischmak	Sr. Env. Scientist	\$ 48.65	\$ 74.62	\$ 123.27
Alex Pulley	Env. Scientist IV	\$ 42.31	\$ 64.88	\$ 107.19
Kieth Hidalgo	Env. Scientist II	\$ 29.88	\$ 45.82	\$ 75.70
Zach Topoleski	Designer IV	\$ 32.45	\$ 49.77	\$ 82.22
Cathie Jopes-Garver	Administrative	\$ 31.90	\$ 48.93	\$ 80.83

FourFront Personnel

Staff	Position	Salary Rate (\$/hr)	Overhead (153.37%)	Salary plus Overhead
Curt Huus	Principal	\$ 51.31		\$ 130.00
Neil Eichstadt	Project Engineer	\$ 34.53		\$ 87.50
Jenifer Sorenson	GIS Manager	\$ 37.49		\$ 95.00
Robert Temme	AET Manager	\$ 45.37		\$ 114.96

EXHIBIT D – PROJECT COST WORKSHEET

Project Budget - Chapel Valley Access Study																									
Work Hours and Cost Estimate		FHU Personnel:																		FourFront Personnel:		AET:		Total Hrs	Total Labor Cost
		Principal (EMS)	Project Manager (LED)	Senior Engineer (SJZ)	Associate (ELL)	Engineer (LB)	Engineer (KG)	Senior Engineer (KA)	Sr. Bridge Designer (RAD)	Engineer I (JMH)	Env. Scientist III (JM)	Sr. Env. Scientist (DT)	Env. Scientist IV (AP)	Env. Scientist II (KH)	Designer IV (ZT)	Administrative (CG)	Principal (CH)	Project Engineer (NE)	GIS Manager (JS)	Manager (RT)					
TASK		\$167.50	\$107.19	\$123.94	\$142.06	\$69.68	\$68.34	\$130.66	\$118.45	\$73.16	\$95.29	\$123.27	\$107.19	\$75.70	\$82.22	\$80.83	\$130.00	\$87.50	\$95.00	\$114.96					
100.0 Data Review and Collection																									
100.1	Review Traffic and Land Use Information					4															4				
100.2	Review Rapid City Drainage Plans				4		4														8				
100.3	Conduct Field Investigations		8	8													8	12			36				
100.4	Gather electronic information									4				8					8		20				
100.5	Compile mailing list																				0				
100.6	Conduct Traffic Counts																				0				
100.7	Environmental data collection										8			16							24				
	Task Sub-total	0	8	8	4	4	4	0	0	4	8	0	0	24	0	0	8	12	8	0	92	\$ 8,691			
200.0 Traffic Forecasts																									
200.1	Existing Conditions					12															12				
200.2	Future Conditions		4			12															16				
	Task Sub-total	0	4	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	\$ 2,101			
300.0 Analysis of Traffic Operations																									
300.1	Existing Conditions					4		8													12				
300.2	Future Conditions					12															12				
	Task Sub-total	0	0	0	0	16	0	8	0	0	0	0	0	0	0	0	0	0	0	0	24	\$ 2,160			
400.0 Development of Alternative Route Alignments																									
400.1	Identify Range of Alternatives		12	16							12		4								44				
400.2	Level 1 Screening for Reasonableness		32	8						10	8		0								58				
400.3	Examine Alternatives / Final Screening			24	8		8	8	8	24	16	8	8		8		8	4		20	152				
400.4	Recommend Preferred Alternative			8	4		4	4	0	8				4		4			0		36				
	Task Sub-total	0	44	56	12	0	12	12	8	42	36	8	12	0	12	0	12	4	0	20	290	\$ 30,669			
500.0 Public Information and Participation																									
500.1	Public Meeting and Preparation (3 Total Meetings) Convene Advisory Group for 4 meetings	8	120	30						24	36			8	60	8	24	8			326				
500.2	(3 Coincide with Public Mtg, 1 contingent Meeting)	8	16											16	8	16					64				
	Task Sub-total	16	136	30	0	0	0	0	0	24	36	0	0	8	76	16	40	8	0	0	390	\$ 40,210			
600.0 Reports and Meetings																									
600.1	Produce and Present Draft Access Study	8	40	12							4				24		4				92				
600.2	Produce and Present Final Access Study	8	32	8							4				24		4				80				
	Task Sub-total	16	72	20	0	0	0	0	0	0	8	0	0	0	48	0	8	0	0	0	172	\$ 18,625			
	Total Hours	32	264	114	16	44	16	20	8	70	88	8	12	32	136	16	68	24	8	20					
	Total Labor	\$ 5,360	\$ 28,298	\$ 14,129	\$ 2,273	\$ 3,066	\$ 1,093	\$ 2,613	\$ 948	\$ 5,121	\$ 8,386	\$ 986	\$ 1,286	\$ 2,422	\$ 11,182	\$ 1,293	\$ 8,840	\$ 2,100	\$ 760	\$ 2,299	\$ 102,456				
		FHU Personnel:																		Fourfront and AET:					
		Description	Name	Initials	Description	Name	Initials	Description	Name	Initials	Description	Name	Initials	Description	Name	Initials					Other Direct Costs:				
		Principal	Elliot Sulsky	EMS	Designer III	Jennica Hartman	JMH	Principal	Curt Huus	CH									Travel & Subsistence		\$ 9,500				
		Project Manager	Lyle DeVries	LED	Env. Scientist III	Jessica Myklebust	JM	Project Engineer	Neil Eichstadt	NE									Copying/Reproduction		\$ 5,000				
		Senior Engineer	Stephen J. Zgorzynski	SJZ	Sr. Env. Scientist	Dale Tischmak	DT	GIS Manager	Jenifer Sorenson	JS									Postage/Mailing		\$ 300				
		Associate	Edward Lind	ELL	Env. Scientist IV	Alex Pulley	AP	AET Manager	Robert Temme	RT									Miscellaneous		\$ 500				
		Engineer	Lacy Brown	LB	Env. Scientist II	Laura Archerd	LA													Total ODC:		\$ 15,300			
		Engineer	Kendra Gabbert	KG	Env. Scientist II	Kieth Hidalgo	KH																		
		Senior Engineer	Kassim Alkanani	KA	Designer IV	Zach Topoleski	ZT																		
		Sr. Bridge Designer	Rick Dillon	RAD	Administrative	Cathie Jopes-Garver	CG																		
																				Access Study Total:		\$ 117,756			