

Request for Proposals for Box Elder Area Master Transportation Plan

The Rapid City Area Metropolitan Planning Organization (RCMPO) in conjunction with the City of Box Elder, South Dakota, the South Dakota Department of Transportation (SDDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA), is soliciting proposals from consulting firms for transportation planning to perform a master transportation planning study of the greater Box Elder, South Dakota area.

Background:

Founded in 1907 and officially incorporated in 1965, Box Elder is situated along Interstate 90 south of Ellsworth Air Force Base. Today, Box Elder, with a 2011 estimated population of 7,908, is one of the fastest growing cities in the state due to its proximity to major employment centers. As such, there is a need to establish baseline conditions and plan for future transportation improvements for the area.

Study Advisory Team:

A Study Advisory Team has been formed to guide the study through completion. The Study Advisory Team is comprised of representative parties of the RCMPO, City of Box Elder, Meade County, Pennington County, SDDOT, FHWA, FTA, and the public.

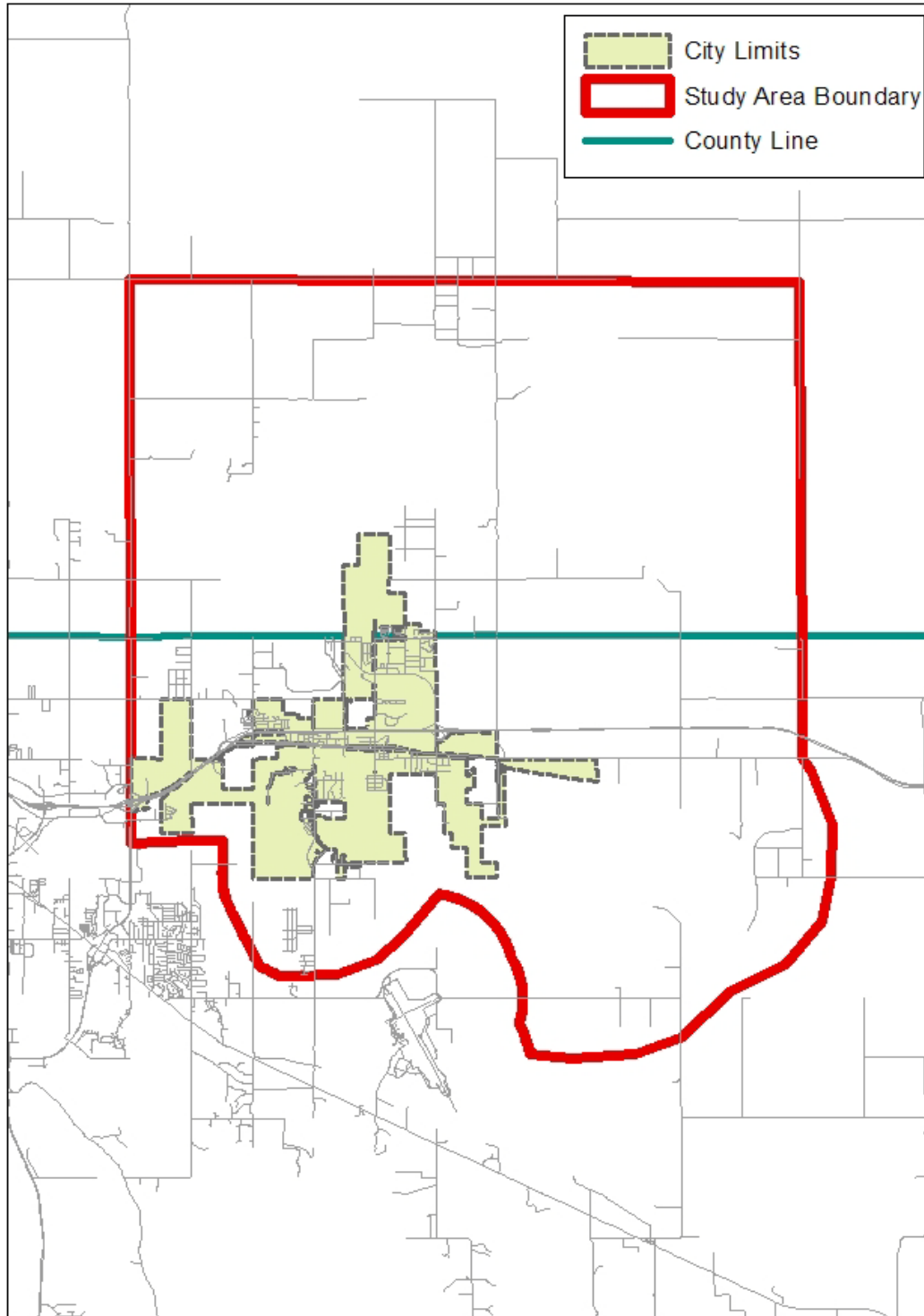
Study Expectations:

The study is expected to fulfill the following objectives:

1. Complete a list of transportation issues and needs facing the Box Elder area.
2. Develop feasible solutions to address those issues and needs that meet current design standards and/or traffic level of service expectations under both the current and predicted future traffic conditions.
3. Create final products for use by the City of Box Elder, Meade County, Pennington County, and RCMPO which will provide guidance to implement recommended improvements and react to future development plans within the area.

Area of Study:

The study area encompasses the area surrounding the City of Box Elder, South Dakota indicated in the map below.



Scope of Study:

The Study Advisory Team believes 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*.
- 2) Baseline Conditions Analysis: The consultant should prepare an approach to assess the existing transportation network within the study area. At a minimum, the Study Advisory Team believes this analysis will need to:
 - a) Obtain and review current ordinances and guidelines.
 - b) Gather base mapping data.
 - c) Review existing traffic volume and turning movement data and determine traffic volume count and turning movement count data needs. Depending upon location, RCMPO staff may be able to obtain the data.
 - d) Gather origin-destination information at locations to be determined in coordination with the selected consultant. It is estimated that a minimum of five origin/destination stations will be needed.
 - e) Gather other relevant data (land use, design plans, photography, utilities, functional classifications, existing development plans, etc.).
 - f) Identify traffic safety problems utilizing accident history and potential traffic safety areas based upon local knowledge.
 - g) Identify bicycle / pedestrian facilities, connections and needs.
 - h) Identify transit issues and needs.
 - i) Identify freight issues and needs.
 - j) Determine existing levels of service and operating conditions along key routes and intersections. Include analyses of AM peak, PM peak, and volume/capacity ratio for the existing time frame.
 - k) Review City and County development practices within the study area.
 - l) Review existing street / roadway design standards of all applicable agencies.
 - m) Identify existing capacity, geometric, right of way, and other deficiencies along key routes identified.
 - n) Develop a list of transportation issues currently facing the area.
- 3) Standards Development: The consultant shall work with the Study Advisory Team to update existing street / roadway cross section standards and develop street / roadway cross section standards where lacking. At a minimum, the Study Advisory Team believes this will include:
 - a) Develop a street / roadway classification system that meets local needs and can correspond with the FHWA functional classification system.

- b) Develop a major street plan for 20 years in the future that includes the preferred location for future arterials and collectors within the study area.
 - c) Develop traffic level of service standards for the Box Elder area.
 - d) Develop a master bicycle and pedestrian plan for 20 years in the future.
 - e) Develop a process by which development plans will address roadway and transportation needs associated with the development.
 - f) Confirm and develop where needed base typical cross sections for various roadway types dependent upon classification.
 - g) Confirm and develop where needed standards for access management by street / roadway classification.
- 4) Future Needs Analysis: The consultant shall build upon the baseline analysis and standards developed to determine the future transportation needs within the study area. At a minimum, the Study Advisory Team believes this analysis will need to:
- a) Forecast traffic for 10 and 20 years along key routes considering forecasted changes in local land use.
 - b) Determine future levels of service and operating conditions along key routes and intersections without improvements. Include analyses of AM peak, PM peak, and volume/capacity ratio for the 10 and 20-year time frames.
 - c) Identify capacity, geometric, right of way, and other deficiencies along key roadway routes identified for 10 and 20 year time frames.
 - d) Identify roadway, airport, transit, freight, pedestrian, and bicycle transportation future needs.
 - e) Review past proposals for transportation network improvements and incorporate into the transportation future needs, if appropriate.
- 5) Final Report: The consultant shall prepare and submit a final report, including an executive summary. The report, at a minimum, shall:
- a) Identify projects needed to address existing and future deficiencies, including description of work, estimated range of year of need, and cost estimates in year of expenditure dollars.
 - b) Identify funding needed to maintain and expand the existing transportation system, and identify existing and possible funding sources.
 - c) Highlight enhancements to existing transportation facilities and future roadway links.
 - d) Propose solutions for identified problem areas.
 - e) List of desirable but not necessarily needed projects, including description of work and cost estimates.
 - f) Prioritize recommended solutions.
 - g) Recommend a methodology for the prioritization of improvement projects.
 - h) Assess potential impacts of proposed solutions.
 - i) Quantify benefits of proposed solutions and improvement projects.
 - j) Quantify costs of proposed solutions and improvement projects.

- 6) Public Meetings: The consultant team shall prepare and facilitate a minimum of two (2) public meetings. The RCMPO will be responsible for the advertising / public notification for the meetings. The consultant shall also prepare a comprehensive written review of each meeting. It is anticipated that the meetings may include some discussion regarding issues outside of the study area. These issues should be recorded within the written review of the public participation meeting; however, it is not the intent of the study to solve issues outside of the study area. The consultant shall have, but not be limited to, the following:
- One public meeting as part of the baseline conditions analysis to be held within 90 days of beginning the project to introduce the project to the public, and gather information pertaining to the needs and desires of the community.
 - One public meeting at least 30 days prior to submitting the draft final report in order to present preliminary results and gauge public reaction to solution ideas to be included within the final report.
- 7) Public Input Period: The consultant shall allow for the public to provide input into the study for a minimum period of two (2) weeks following each public meeting.
- 8) Webpage: The consultant team shall provide RCMPO and the City of Box Elder a webpage (RCMPO) and a Facebook page (City) dedicated to the study as it becomes available. The webpage and Facebook page will be organized in such a way that will help dispense information to the public regarding the status of the study, public meeting announcements, presentations, meeting summaries, and all reports. The webpage and Facebook page can be used to assist in data gathering through web surveys and for other public participation actions as deemed appropriate as long as adequate advertising can be provided. The pages will be active at least 10 days prior to the first public meeting and shall remain active for a period of at least six (6) months after completion of the study to allow public access to the final report.
- 9) Study Advisory Team Meetings: The consultant shall have a minimum of three (3) face to face meetings with the Study Advisory Team for study coordination. Two (2) of these meetings are to be scheduled and held prior to each public meeting (can be held the same day) to gather the Study Advisory Team's approval on the information being presented. A third meeting should be held during the standards development phase of the study. Other meetings can be held as deemed necessary.

10) 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 May 15, 2013, July 16, 2013, September 16, 2013, and December 16, 2013. If the study completion date needs to be extended, study updates will be expected around the 15th of every other month beginning on February 14, 2014 until submittal of the draft final report.
- ◆ An electronic copy, in Portable Document Format (Adobe® .pdf), of all approved standard typical sections.
- ◆ A GIS shapefile (ESRI ArcMap® *.shp) of the final Major Street Plan in State Plane coordinate system (NAD 1983, South Dakota South) compatible with the City of Box Elder's and 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 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) as 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 Study Advisory Team'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.

Available Information:

The following will be made available to aid the selected consultant in performing the study if the consultant deems them needed:

- Existing vehicular traffic data
- Existing structure condition data
- SDDOT Road Design Manual
- SDDOT Local Roads Plan
- Available construction plans
- Available GIS data, including aerial photography and accident locations
- Land Use projections (rooftops and commercial square footage) for the next 20 years within undeveloped portions of city limits, and also the three mile area.
- Available data and reports from previously completed and on-going studies. Examples of these include:
 - Box Elder 1416 Corridor Study
 - Highway 1416 Development Plan

- Box Elder Comprehensive Plan Update
- Moving Forward With Ellsworth Transportation Work Plan
- Rapid City MPO Long-Range Transportation Plan
- 2010 SDDOT Decennial Interstate Corridor Study
- Meade County Transportation Plan
- Pennington County Transportation Plan
- Rapid City Major Street Plan

Many of these documents are available on the RCMPO's webpage <http://www.rcgov.org/Transportation-Planning/mpo.html> for review during proposal preparation. Information regarding the availability of specific GIS and/or traffic data from the state can be obtained from Mr. Kip Harrington at 605-394-4120 or kip.harrington@rcgov.org. Information regarding the availability of specific data from the city can be obtained from Mr. Mike McMahon at 605-923-1404 or mmcmahon@boxelder.us.

Proposal Deadline:

Proposals are to be submitted to:

Kip Harrington, Transportation Planner
Rapid City Area Metropolitan Planning Organization
300 Sixth Street
Rapid City, SD 57701

Proposals must be received no later than **5:00 pm on March 6, 2013**. The deadline is firm. Extensions will not be granted. The consultant must submit nine (9) copies of their proposal to this RFP. The chosen consultant will be required to provide their proposal in word processing format (Microsoft® Word) or as Portable Document Format (Adobe® .pdf) to be included as part of the work order.

Proposals must remain valid for at least 90 days after the deadline. The RCMPO will not acknowledge receipt of proposals unless a stamped, self-addressed post card is included in the proposal package.

Anticipated Start Date:

April 23, 2013

Anticipated End Date:

December 16, 2013

Funds Available:

\$ 125,000

Proposal Guidelines and Requirements:

Each proposer must demonstrate in their proposal that they have the professional capabilities needed to accomplish this study. The proposal should contain all information relevant to indicate the consultant team's abilities to successfully complete this study and give the study advisory team a better understanding of the consultant team's qualifications.

At a minimum, the proposal should contain the following:

- **Statement of Study Approach:** Describe the approach the consultant proposes to accomplish the study.
- **Proposed Study Team Members:** Provide a written description of the consultant team composition, including disciplines, primary role in regards to the study, and relevant experience. The information provided must clearly indicate the consultant team's point of contact, the team leader for the study (if different) and the responsible party in each firm who will be providing the required professional experience.

Provide a table showing the number of person-hours (not percentages of time) that will be devoted to each task by consultant team members. List the names of principal investigators and other key professionals who will be involved. Support personnel may be identified by classification. If subcontracting is necessary, include subcontractors' key personnel and support staff in the table. Clearly identify subcontractors' involvement.

Describe current commitments to other work in sufficient detail to permit assessment of each consultant team member's ability to meet the proposal's commitments. Include a statement that the level of effort proposed for principal and professional members of the study team will not be changed without written consent of RCMPO.

- **Individual Experience:** Provide a description of the background of key members of the consultant team and their specific participation in previous projects that would directly relate to the work planned to be done for this study. This may be done in descriptive text or in resume format.
- **Study Schedule:** Provide a graphic or text calendar to define the proposed study schedule for tasks and set milestone dates.

- Budget: Show the estimated cost for the entire study by RCMPO fiscal year. RCMPO's fiscal years run from July 1 through June 30. A sample budget is shown below.

Item	FY2013			FY2014			Total
	Rate	Total Estimate Hours	Total Estimated Cost	Rate	Total Estimate Hours	Total Estimated Cost	
Salaries							
Name - Title or ID#	\$20.00	90	\$1,800.00	\$20.60	125	\$2,575.00	
Name - Title or ID#	\$18.00	45	\$810.00	\$18.54	50	\$927.00	
Name - Title or ID#	\$25.00	20	\$500.00	\$25.75	20	\$515.00	
Name - Title or ID#	\$15.00	10	\$150.00	\$15.45	10	\$154.50	
Name - Title or ID#	\$11.50	5	\$57.50	\$11.85	15	\$177.68	
Subtotal:			\$3,317.50			\$4,349.18	\$7,666.68
Fringe Benefits¹			\$829.00			\$1,087.00	\$1,916.00
Overhead / Indirect Costs			\$2,654.00			\$3,479.00	\$6,133.00
Fixed Fee			\$680.00			\$892.00	\$1,572.00
In-State Travel			\$1,250.00			\$2,500.00	\$3,750.00
Out-of-State Travel			\$0.00			\$0.00	\$0.00
Equipment Purchase²			\$0.00			\$0.00	\$0.00
Expendable Supplies³			\$350.00			\$710.00	\$1,060.00
Subcontracts			\$0.00			\$0.00	\$0.00
Computer Time³			\$0.00			\$700.00	\$700.00
Report Publication³			\$0.00			\$1,200.00	\$1,200.00
TOTAL			\$9,080.50			\$14,917.18	\$23,997.68

- Notes: 1. May be included with Overhead / Indirect Costs, Must be in accordance with 48CFR Part 31
2. Must be in accordance with 49CFR Part 1B
3. Only if normally treated as a direct cost

If the proposal includes effort by subcontractors, a similar budget table should be included for each subcontractor.

Out-of-state travel, which is defined as travel between the consultant's base and destinations other than South Dakota, must be identified separately. All travel between the consultant's home base and South Dakota should be recorded as in-state travel.

Indirect costs listed in the budget must be substantiated if and when the proposal is selected. Prior to the first contract payment, the successful proposer must submit documentation supporting the bases and rates used to calculate indirect costs by the prime contractor and each of the subcontractors. Examples of indirect cost schedule formats can be found in Chapter 9 of the *AASHTO Uniform Audit & Accounting Guide* located at: <http://audit.transportation.org/>.

Total funding should not exceed the amount indicated as "Funds Available" on the Request for Proposal. This amount represents what RCMPO feels the study merits and what level of funding should be necessary to complete the work. Proposers should set the scope and depth of study accordingly. Because of budget constraints, additional funding is highly unlikely. No budget expansions should be anticipated.

Proposal Evaluation:

Proposals will be evaluated by the Study Advisory Team. Selection will be made by the advisory team in consideration of:

- ◆ the proposer's demonstrated understanding of the issues;
- ◆ the merit of the proposed approach to the study;
- ◆ the probability of success in the achieving the study's objectives;
- ◆ the proposer's record of accomplishments in related areas;
- ◆ the adequacy of the proposer's staff and facilities;

The RCMPO will afford equal opportunity to all those who submit proposals and will not discriminate in its selection of consultants on the grounds of race, sex, color, physical handicap or national origin.

Proposers will be notified of the results of the selection process in writing no later than April 23, 2013.

Ownership of Proposals:

All proposals submitted become the property of the Rapid City Area Metropolitan Planning Organization. RCMPO has the right to use all information presented in any proposal, unless it is annotated as being proprietary. RCMPO considers all information contained in proposals as privileged and reserves the right to maintain its confidentiality. Selection or rejection of a proposal does not affect these rights. RCMPO reserves the right to reject any and all proposals submitted. RCMPO may, under certain conditions, negotiate with the proposer to address specific weaknesses in a submitted proposal.

RCMPO is not responsible for any costs incurred by proposers, including proposal preparation, prior to execution of a contract.

Questions should be submitted to:

Kip Harrington, Transportation Planner
Rapid City Area Metropolitan Planning
Organization
300 Sixth Street
Rapid City, SD 57701
Phone (605) 394-4120
Email kip.harrington@rcgov.org

EXHIBIT A

Scope of Services

The Consultant will, to the maximum extent feasible, utilize existing information, reports, studies on file with the RCMPO and/or provided by the RCMPO. The Consultant will work closely with the Study Advisory Team and the RCMPO to:

- conceive a structure and schedule of Master Transportation Plan public participation activities;
- assemble and analyze available data;
- synthesize information gained into a "Master Transportation Plan" document that is formatted for easy reading and viewing on screens; and
- make recommendations for transportation planning improvements to implement Plan recommendations.

The Consultant will lead the committee and public meetings. The Consultant will work with staff to keep the community well informed as the process moves forward implementing a successful community outreach program.

The following outline is offered to describe the general extent of services to be provided by the Consultant. This outline is not necessarily all-inclusive and the Consultant will include in the proposal any tasks or alternatives and services deemed necessary to satisfactorily complete the project. Consultants are encouraged to bring both industry expertise and creative ideas tested elsewhere and tailored to Box Elder to help the community design the approach that best suits Box Elder.

A. 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*.

B. Baseline Conditions Analysis: The consultant shall prepare an approach to assess the existing transportation network within the study area. At a minimum, the Study Advisory Team believes this analysis will need to:

- a) Obtain and review current ordinances and guidelines.
- b) Gather base mapping data.
- c) Review existing traffic volume and turning movement data and determine traffic volume count and turning movement count data needs. Depending upon location, RCMPO staff may be able to obtain the data.
- d) Gather origin-destination information at locations to be determined in coordination with the selected consultant. It is estimated that a minimum of five origin/destination stations will be needed.
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- k) Review City and County development practices within the study area.
- l) Review existing street / roadway design standards of all applicable agencies.
- m) Identify existing capacity, geometric, right of way, and other deficiencies along key routes identified.
- n) Develop a list of transportation issues currently facing the area.

C. Standards Development: The consultant shall work with the Study Advisory Team to update existing street / roadway cross section standards and develop street / roadway cross section standards where lacking. At a minimum, the Study Advisory Team believes this will include:

- a) Develop a street / roadway classification system that meets local needs and can correspond with the FHWA functional classification system.
- b) Develop a major street plan for 20 years in the future that includes the preferred location for future arterials and collectors within the study area.
- c) Develop traffic level of service standards for the Box Elder area.
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- f) Confirm and develop where needed base typical cross sections for various roadway types dependent upon classification.
- g) Confirm and develop where needed standards for access management by street / roadway classification.

D. Future Needs Analysis: The consultant shall build upon the baseline analysis and standards developed to determine the future transportation needs within the study area. At a minimum, the Study Advisory Team believes this analysis will need to:

- a) Forecast traffic for 10 and 20 years along key routes considering forecasted changes in local land use.
- b) Determine future levels of service and operating conditions along key routes and intersections without improvements. Include analyses of AM peak, PM peak, and volume/capacity ratio for the 10 and 20-year time frames.
- c) Identify capacity, geometric, right of way, and other deficiencies along key roadway routes identified for 10 and 20 year time frames.
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- e) Review past proposals for transportation network improvements and incorporate into the transportation future needs, if appropriate.

E. Final Report: The consultant shall prepare and submit a final report, including an executive summary. The report, at a minimum, shall:

- a) Identify projects needed to address existing and future deficiencies, including description of work, estimated range of year of need, and cost estimates in year of expenditure dollars.
- b) Identify funding needed to maintain and expand the existing transportation system, and identify existing and possible funding sources.
- c) Highlight enhancements to existing transportation facilities and future roadway links.
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- One public meeting as part of the baseline conditions analysis to be held within 90 days of beginning the project to introduce the project to the public, and gather information pertaining to the needs and desires of the community.
- One public meeting at least 30 days prior to submitting the draft final report in order to present preliminary results and gauge public reaction to solution ideas to be included within the final report.

G. Public Input Period: The consultant shall allow for the public to provide input into the study for a minimum period of two (2) weeks following each public meeting.

H. Webpage: The consultant team shall provide RCMPO and the City of Box Elder a webpage (RCMPO) and a Facebook page (City) dedicated to the study as it becomes available. The webpage and Facebook page will be organized in such a way that will help dispense information to the public

regarding the status of the study, public meeting announcements, presentations, meeting summaries, and all reports. The webpage and Facebook page can be used to assist in data gathering through web surveys and for other public participation actions as deemed appropriate as long as adequate advertising can be provided. The pages will be active at least 10 days prior to the first public meeting and shall remain active for a period of at least six (6) months after completion of the study to allow public access to the final report.

I. Study Advisory Team Meetings: The consultant shall have a minimum of three (3) face to face meetings with the Study Advisory Team for study coordination. Two (2) of these meetings are to be scheduled and held prior to each public meeting (can be held the same day) to gather the Study Advisory Team's approval on the information being presented. A third meeting should be held during the standards development phase of the study. Other meetings can be held as deemed necessary.

J. 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 May 15, 2013, July 16, 2013, September 16, 2013, and December 16, 2013. If the study completion date needs to be extended, study updates will be expected around the 15th of every other month beginning on February 14, 2014 until submittal of the draft final report.
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- ◆ An electronic copy, in word processing format (Microsoft® Word) as 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.

Staff role:

RCMPO staff will be closely involved, but the consultant is expected to devote the time needed to conduct research, write documents, and participate in meetings as needed with the Study Advisory Committee, subcommittees, and the public. Staff will take primary responsibility for scheduling and posting meetings and will attend all meetings. Staff will provide base data and maps.

Project Schedule:

Work is expected to start in April 2013 and the finished product shall be ready for adoption by the Box Elder City Council and the RCMPO in late 2013. The Consultant is expected to attend all scheduled public participation activities and present the draft and final Plan to the RCMPO.

The Consultant should demonstrate the ability to complete the project on schedule or explain why a departure from the proposed schedule is recommended. If the Consultant believes that the Project, or specific Project Components, can be accelerated in advance of the schedule above, the accelerated schedule should be outlined in the Response.

Please contact Kip Harrington at (605) 394-4120 or by email at kip.harrington@rcgov.org for all study related questions. Interviews with prospective consultants will be scheduled in March 2013.

EXHIBIT B

Consultant Evaluation Forms

PROPOSAL EVALUATION FORM (25 Total Points Possible)

Project Name: _____ Interviewer: _____

Firm Name: _____ Date: _____

PROPOSAL EVALUATION CRITERIA	Scoring (Circle One)
<p>P1: Firm's Project Team - 25% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Size of the contract as compared to the size or ability of the firm and its' associate firms and consultants as one team to handle the project;</p> <p>B. The education, experience, and qualifications of the personnel within the submitting firm; and by attachment that of its' associate firm(s), if any. These are the Key Designers, Construction Inspectors, and Sub-consultants. Should include professional registrations, education, certifications, and other pertinent qualifications of the indicated individuals;</p> <p>C. Name, experience and past performance of person(s) to be assigned as project manager(s) and will have direct contact with City staff. These typically are the Design Project Manager and Construction Administration Project Manager. These are in addition to those indicated in item B. above;</p> <p>D. Names of firm's key staff to be assigned to project with description of each person's experience and how it relates to this project's specific requirements;</p> <p>E. Ability to expand the firm's capabilities by working with other consultants or branch offices (if required).</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>P2: Firm's Experience with Similar Projects and Other Relevant Agencies within the Past 5 Years – 20% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. A summary of similar work that has been done in-house over the past five years; as it pertains to municipal engineering, operations, maintenance, replacement, planning, design surveying, construction staking, construction administration, GIS, finance, economics, and other; P6</p> <p>B. Prior experience with other relevant agencies for the past five years such as other municipalities, South Dakota DOT, South Dakota DENR, and others.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>P3: Firm's Experience and Familiarity with Rapid City Design Criteria and Standards – 20% of total</p> <p>The evaluator should consider the following information when scoring this category: If the firm's familiarity with the City's design criteria and standards and City bidding, contracting methodology, and construction administration processes is limited then the firm's familiarity with other municipalities' and agencies' shall be considered.</p> <p>A. Firm's staff's direct experience (in-house capability) with this type of project</p> <p>B. Firm's familiarity with City design criteria and standards.</p> <p>C. Other information to consider would be the firm's experience, knowledge, and understanding of City bidding and contracting methodology and City construction administration processes and the firm's experience with other City Departments and Divisions.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category
 10 = Fully meets the expectation of the reviewer in this category

<p>P4: Firm's Management Procedures – 20% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Firm's organizational structure must be clearly defined with personnel qualifications and where actual work will be done;</p> <p>B. A statement regarding whether any litigation is pending or underway regarding activities of the firm or its principals within the last five years and the circumstances of the litigation;</p> <p>C. A current certificate of insurance, including errors and omissions, executed by the insurance carrier's authorized agent;</p> <p>D. Firm's Management Procedures; Past performance meeting budgets & schedules, including methodology and procedures used to accomplish this objective. Successful QA/QC processes, and accuracy of construction cost estimates. The firm's history in meeting project design budgets, construction budgets, and schedules. The firm's ability to provide accurate construction cost estimates throughout the design process (preliminary submittal through bid opening). The firm's QA/QC methodology and procedures including personnel responsible for QA/QC. The firm's methodology, procedures and ability to meet project schedules.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>P5: Office Location – 10% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>Indicate the office location of the project manager, key designers, sub-consultants, and construction staff for the project?</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>P6: Quality of Proposal – 5% of total</p> <p>The evaluator should consider the following information when scoring this category.</p> <p>Proposal should be clear, concise, well written, well organized, utilize correct spelling, proper grammar, exemplify the characteristics of a professional document, and address the "Proposal Evaluation Criteria".</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category
10 = Fully meets the expectation of the reviewer in this category

INTERVIEW EVALUATION FORM (75 Total Points Possible)

Project Name: _____ **Interviewer:** _____

Firm Name: _____ **Date:** _____

INTERVIEW EVALUATION CRITERIA	Scoring (Circle One)
<p>I1: Project Approach and Demonstration of Project Understanding and Issues – 45% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Familiarization and understanding of the project and project issues including potential alternatives;</p> <p>B. Approach toward project design and construction administration;</p> <p>C. Experience with key project elements;</p> <p>D. Project components including constructability, project phasing and sequencing;</p> <p>E. Innovative design and construction administration techniques and methods;</p> <p>F. Approach toward public involvement as it pertains to easement/ROW negotiations, public meetings, and dealing with individuals. Approach toward dealing with other governmental entities and City Departments & Divisions;</p> <p>G. Understanding of the project schedule and critical milestones;</p> <p>H. Identification or recognition of potential project pitfalls and challenges.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>I2: Past Design and Construction Administration Performance – 20% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>If the firm’s prior assignments with the City are limited then the firm’s prior assignments with other municipalities’ and agencies shall be considered.</p> <p>A. Design - has the firm’s prior work products demonstrated the following:</p> <p>a. Ability to meet design budgets;</p> <p>b. Ability to meet design timelines/milestones/completion dates;</p> <p>c. Ability to produce complete and understandable submittal documents;</p> <p>d. Ability to stay within scope;</p> <p>e. Ability to obtain easements and ROW;</p> <p>f. Ability to produce accurate construction cost estimates;</p> <p>g. Effectiveness in working with the public;</p> <p>h. Past work products (drawings and specifications) have limited review comments and red lines;</p> <p>i. Adhered to City design criteria and standards and produced documents that are legible and organized.</p> <p>B. Construction - has the firm’s prior work products demonstrated the following:</p> <p>a. Past work products (drawings and specifications) have limited unnecessary construction change orders?</p> <p>b. Effectiveness in working with the public;</p> <p>c. Ability to produce accurate and timely contractor pay applications;</p> <p>d. Ability to effectively coordinating with the contractor;</p> <p>e. Ability to verify contract obligations (Final Inspection compliance with drawings and specifications);</p> <p>f. Ability to successfully coordinate and verify startups for electrical and mechanical types of facilities;</p> <p>g. Ability to produce complete and understandable drawings and specifications;</p> <p>h. Ability to verify that shop drawings, product literature, and submittals comply with City specifications, drawings, and supplemental provisions</p> <p>i. Ability to produce accurate, detailed, quality construction deliverables (construction diaries, quantity books, and construction documentation including photos, as-built drawings, etc);</p> <p>j. Ability to produce drawings and specifications that minimize field orders;</p> <p>k. Ability to produce drawings and specifications that minimize Contractor questions and uncertainties;</p> <p>l. Ability to mitigate construction problems from escalating;</p> <p>m. Ability to effectively keep the City’s PM apprised of construction issues and potential project cost savings and increases;</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

<p>I3: Past Performance of Quality Control and Quality Assurance (QA/QC) – 15% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. Completeness of submittals, drawings and specifications; B. Minimizing the number and frequency of design errors; C. Project Constructability - Successfully addressed project constructability, sequencing, and phasing; D. Clarity - the contractor easily understands the intent of the project and what is being conveyed in the drawings and specifications; E. Expectations - the project meets the owner's objectives and intent for the project; F. Quality - past deliverables are of high quality (adherence to City design criteria and standards as well as general document legibility and organization).</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>I4: The Firm's Project Team and Task Assignment Summary – 15% of total</p> <p>The evaluator should consider the following information when scoring this category:</p> <p>A. If a consortium of individuals or firms, amount and type of work to be done in respective offices and how quality and schedule of work will be controlled by assigned project manager(s); B. Name, experience and past performance of person(s) to be assigned as project manager(s) and to have direct contact with City staff (Design and Construction); C. Names of firm's staff to be assigned to project tasks with description of each person's experience and how it relates to this project's specific requirements. The firm shall indicate the project team members assigned to each task identified in the RFP draft scope of services. The firm shall provide the proposed billing rates for each team member proposed to be working on the project for design and construction services.</p>	<p>1 2 3 4 5 6 7 8 9 10</p>
<p>I5: Quality of Interview – 5% of total</p> <p>The evaluator should consider the following information when scoring this category. The firm's interview should be articulate, clear, concise, and organized. The firm should communicate project issues, ideas, alternatives, and address the "Interview Evaluation Criteria".</p>	<p>1 2 3 4 5 6 7 8 9 10</p>

1 = Fails to meet the expectations of the reviewer in this category
10 = Fully meets the expectation of the reviewer in this category

EXHIBIT C

AGREEMENT For PROFESSIONAL SERVICES Box Elder Master Transportation Plan

THIS AGREEMENT made on this _____ day of _____, 2013 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and _____ (Consultant), hereinafter referred to as CONSULTANT. This project will encompass the preparation of the Box Elder Master Transportation Plan for the City of Rapid City.

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

SECTION 1 - BASIC SERVICES TO CONSULTANT

1.1 General

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

1.2 Scope of Work

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

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

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

- 2.1.1 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, or method of financing; and revising previously accepted

studies, reports or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.

- 2.1.2 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- 2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto).
- 2.1.4 Services during out-of-town travel required of CONSULTANT other than visits to the site, attendance at OWNER'S office as required by Section 1, or other services as detailed in Exhibit A.
- 2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and providing other special field surveys.
- 2.1.6 Preparing to serve or serving as consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).
- 2.1.7 Additional services in connection with the Project, excluding services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

SECTION 3 - OWNER'S RESPONSIBILITIES

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

- 3.1 The Community Planning and Development Services Director or their designee shall act as OWNER'S representative with respect to the services to be rendered under this Agreement. The Community Planning and Development Services Director shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the Project.

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

SECTION 4 - PERIOD OF SERVICE

- 4.1 The CONSULTANT'S period of service shall complete the scope of work stated in Exhibit A by December 30, 2013, provided a written "Notice to Proceed" is issued by March 6, 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 _____), **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 which includes the Request for Proposals and associated exhibits, to include Exhibit A Scope of Work, Exhibit B Schedule, Exhibit C Billing Rates, Exhibit D Cost Estimate and Appendix A constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 8 – COMPLIANCE WITH CLEAN AIR ACT

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

SECTION 9 – NON-DISCRIMINATION/AMERICANS WITH DISABILITIES ACT

The Metropolitan Planning Organization will comply with the requirements of Title 49, CFR Part 21 and Title VI of the Civil Rights Act of 1964, the latter identified as **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 of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 14 - SEVERABILITY PROVISION

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

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

OWNER

Mayor Date

APPROVED AS TO FORM

Carla Cushman Date
Assistant City Attorney

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared Sam Kooiker, Mayor of the City of Rapid City, and acknowledged to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Notary Public

My Commission Expires:

(SEAL)

CONSULTANT:

BY: _____

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

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

Notary Public

My Commission Expires:

(SEAL)

Address for Giving Notices:

City of Rapid City

Community Planning and Development Services

300 Sixth Street

Rapid City, South Dakota 57701

APPENDIX A to the

AGREEMENT For PROFESSIONAL SERVICES Box Elder Master Transportation Plan

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.