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Svc. Agt.)

**AGREEMENT
FOR PROFESSIONAL SERVICES**

**Mount Rushmore Road
Central Corridor Analysis**

THIS AGREEMENT made on this 2nd day of July, 2007 between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota 57701, hereinafter referred to as OWNER, and Kadmas Lee & Jackson, PO Box 3416, Rapid City, SD 57709, hereinafter referred to as CONSULTANT. This project will encompass the preparation of a future land use plan, improvement alternatives that provide adequate infrastructure to meet the expected future traffic and development demands and alternatives for streetscape and landscape for the Mount Rushmore Road Corridor beginning at U.S. Hwy 44/Omaha Street and proceeding southerly to Cathedral Drive/Fairmont Boulevard (hereinafter called the Project).

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

SECTION 1 - BASIC SERVICES 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 include traffic counts, existing inventory and analysis, traffic forecasting, analysis of traffic operations, analysis of existing and future land uses, alternatives for streetscape and landscaping 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 September 28, 2008, provided a written "Notice to Proceed" is issued by June 29, 2007. The CONSULTANT'S services shall be provided in general accordance with the schedule as defined in Exhibit B.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT

- 5.1.1 *For Basic Services.* OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 as detailed in Attached Exhibit A in an amount not-to-exceed **Two Hundred Ninety Five Thousand Dollars (\$295,000), 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 "Rate Sheet" for all Basic Services rendered on the Project.

5.1.1.2 The approval and acceptance of the fixed billing rates as detailed in attached Exhibit "C" will be contingent upon CONSULTANT providing the required cost breakdowns to verify that costs are in compliance with 48 CFR Part 31 and 23 CFR Part 172.

5.1.1.3 OWNER shall pay CONSULTANT the actual costs (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.

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 Rate Sheet and Exhibit D Cost Estimate constitute the entire agreement of the parties. No other promises or consideration are a part of this agreement.

SECTION 8 – COMPLIANCE WITH CLEAN AIR ACT

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

SECTION 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CONSULTANT certifies, by signing this agreement that neither it nor its Principals 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.

REPORTING

CONSULTANT agrees to report to the OWNER any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject CONSULTANT, or the OWNER or its officers, agents or employees to liability. CONSULTANT shall report any such event to the OWNER immediately upon discovery.


CONSULTANT'S obligation under this section shall only be to report the occurrence of any event to the OWNER and to make any other report provided for by their duties or applicable law. CONSULTANT'S obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the OWNER under this section shall not excuse or satisfy any obligation of CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 11 - SEVERABILITY PROVISION


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

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

OWNER:


BY: 

Alan Hanks, Mayor
Date: 7/3/09

BY: 

Finance Officer

CONSULTANT:

BY: 

Kadmas Lee & Jackson
PO Box 3416
Rapid City, SD 57709
Date: July 20, 2009

APPROVED AS TO FORM

Joel Landeen

Joel Landeen DATE
Assistant City Attorney

STATE OF SOUTH DAKOTA

COUNTY OF PENNINGTON

On this 3 day of July, 2007, before me, a Notary Public, personally appeared ALAN HANKS, known to me to be the Mayor of the City of Rapid City, and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Angeline M. Berrey
Notary Public

My Commission Expires:

7-15-2012

(SEAL)

STATE OF South Dakota

COUNTY OF Pennington

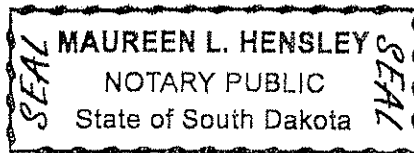
On this 20th day of July, 2007, before me, a Notary Public, personally appeared Rod Senn, known to me to be a Principal of Kadmas, Lee + Jackson and acknowledge to me that he did sign the foregoing document as such officer and for the purposes therein stated.

Maureen L. Hensley
Notary Public

My Commission Expires:

11-5-2008

(SEAL)



Address for Giving Notices:
City of Rapid City of Rapid City
Growth Management Department
300 Sixth Street
Rapid City, South Dakota 57701

Address for Giving Notices:
Kadmas Lee & Jackson, Inc.
PO Box 3416
Rapid City, SD 57709

Exhibit A

SCOPE OF WORK

Task 100 Data Review and Collection

The consultant shall review documents and coordinate with appropriate staff regarding the following: (1) Major Street Plan, City of Rapid City (2) City of Rapid City Future Land Use Plan Neighborhood Maps (3) City of Rapid City Drainage Plans (4) Wastewater Facilities Plan for Rapid City, South Dakota (5) South Dakota Department of Transportation Crash Statistics (6) The Southwest Connector Route Study (7) existing and proposed access policies and criteria from the City of Rapid City (8) existing and proposed access policies and criteria from the South Dakota Department of Transportation (9) Rapid City Area Transportation Improvement Program (10) Rapid City Area 2030 Long Range Transportation Plan (11) South Dakota Department of Transportation Statewide Transportation Improvement Program (12) Rapid City Bikeway/Walkway Plan (13) Rapid City Pedestrian Bicyclist Crash Report.

The consultant shall perform those data collection functions necessary to evaluate and analyze existing and future conditions including the road network, land uses, crash history, traffic volumes, train movement frequency and duration data and topography. Note that traffic volume data outside of the corridor will be necessary in order to complete the study. The consultant will prepare a location map showing the study area. The City will be responsible for providing to the consultant ten foot (10') digital contour files and USGS digital twenty foot (20') contour files. The consultant will conduct field investigations to identify and investigate existing manmade and natural features, such as surface drainage patterns and flood plain boundaries.

Task 200 Future Land Use Map

Working in conjunction with City staff and the Future Land Use Study Committee, the Consultant will develop a future land use map for a width of four city blocks on each side of the Mount Rushmore Road right-of-way. The consultant will provide an E-size color future land use map at a 1"-500' scale that will be used in a committee setting and public meetings. The consultant will be required to make numerous revisions to the future land use map, in response to committee or public comments. Color future land use maps measuring 11 inches x 17 inches will also be required. The consultant will provide the Future Land Use Study Committee E-size black and white copies and overlays of the parcel base maps, in addition to translucent mylar copies of ten (10) foot or twenty (20) foot contour data, land ownership, existing zoning, and existing water and sewer lines. The consultant will provide to the City ARC/INFO v. 9.0 machine readable files of all the base maps requested. The colored future land use file must be created in an ARC/INFO v. 9.0 polygon format. The consultant will be required to edge match digital parcel files provided by the Director of Equalization to create the parcel base map. These files will be made available in either DGN or DXF format.

Task 300 *Traffic Forecasts/Analysis of Traffic Operations*

Based on the data collected/reviewed (Task 100) and the Future Land Use Plan (Task 200) the consultant shall develop for the corridor future (25-year) peak season and Average Annual Daily Traffic (AADT) volume projections including morning and evening peaks, movements and directions, design hourly volumes (DHV), peak hour factor (PHF) and traffic composition (i.e., passenger cars, trucks, buses, or recreational vehicles). The consultant will also develop a forecast of train movements and duration affecting the corridor.

Task 400 *Analysis of Traffic Operations*

Existing Conditions

The consultant will analyze corridor performance and all existing signalized intersection's performance using the methodology of the Transportation Research Board's Highway Capacity Manual 2000. The consultant will further analyze the U.S. Hwy 44/Omaha Street, Main Street and St. Joseph Street intersections with respect to their operation during periods of rail movements at the Mount Rushmore Road/DME Railroad grade crossing. The consultant will provide recommendations for traffic control devices, pavement markings and traffic signal timing plan revisions to enhance existing traffic operations, traffic safety, pedestrian safety and non-motorized transportation safety within the corridor.

Future Conditions

The consultant will determine if any additional traffic signals are warranted under future traffic conditions (Task 200). The consultant will analyze for future traffic conditions (Task 200) each alternative conceptual plan (Task 400) for corridor performance and all existing and future signalized intersection's performance. All analyses shall use the methodology of the Transportation Research Board's Highway Capacity Manual 2000. The consultant will further analyze for each alternative conceptual plan (Task 400) the U.S. Hwy 44/Omaha Street, Main Street and St. Joseph Street intersections with respect to their operation during periods of rail movements at the Mount Rushmore Road/DME Railroad grade crossing. The consultant will provide for each alternative conceptual plan (Task 400) recommendations for traffic control devices, pavement markings and traffic signal timing plans to enhance future traffic operations, traffic safety, pedestrian safety and non-motorized transportation safety within the corridor.

Task 500 *Infrastructure Improvement Alternatives*

Development of Conceptual Design Alternatives

The consultant will develop using traffic forecasts (Task 200) conceptual designs for existing and future roadway and intersection and/or interchange needs. Concept plans shall consider and include other public infrastructure factors, i.e. water supply system, sanitary sewer system, road storm drainage and storm drainage of abutting properties. Associated project costs and right-of-way needs for each alternative will also be prepared. All design elements shall be in accordance with SDDOT, FHWA and FTA standards.

Environmental Impacts

The consultant will identify for each alternative conceptual design all associated environmental and environmental justice impacts. The consultant will also develop mitigation measures for each identified impact.

Evaluation of Conceptual Design Alternatives

The consultant will develop for each alternative conceptual design life cycle costs and benefits. The consultant shall also provide a list of projects/alternatives and the relative merits and/or drawbacks for each of the alternatives and prepare an evaluation matrix comparing the characteristics of each alternative.

Task 600 Access Management Plan

The consultant will analyze existing property access locations within the corridor and develop recommendations for modifying said access locations for the purposes of enhancing traffic operations and/or roadway safety. The consultant shall also develop access management guidelines for the corridor; these guidelines will be utilized by the City and SDDOT in evaluating future access requests. All work shall be consistent with existing and proposed access management policies of the City of Rapid City and the SDDOT.

Task 700 Streetscape and Landscape Improvement Alternatives

The consultant will develop alternative conceptual designs for streetscape and landscape improvements within the corridor. The alternatives should be thematically consistent with existing improvements in Rapid City's central business district and respectful of the West Boulevard and Downtown Historic Districts. Associated project costs and right-of-way needs for each alternative will also be prepared. All design elements shall be in accordance with City standards, SDDOT standards and the Secretary of the Interior's Standards for Historic Preservation.

Task 800 Public Information & Participation

The City will provide access to the Director of Equalization's property information to allow the consultant to prepare a data base file in Microsoft Access 7.0 format containing fields for property identification number, name & address of owner, legal description, platted acreage, zoning and other data needed to prepare mass mailings, assessment roles, and/or connection fees for financing one or more construction projects in the study area. The consultant will compile data and prepare maps, graphs, or other visual aids for public presentations regarding the road network analysis; and prepare agendas and conduct meetings for these presentations. The consultant will be required throughout the duration of the contract to attend necessary meetings to discuss the scope of work, negotiate the contract, and meet with the City and State staff advisory group.

Task 900 Reports and Meetings

The consultant will provide local and state representatives with fifteen (15) copies of the draft corridor study prior to completion of final draft reports. The draft will include an

executive summary, preliminary findings and recommendations, and any other information developed as part of the study. The consultant shall include any other pertinent information that might help and/or support the analyses such as: applicable statements from local and state officials, cost effectiveness analyses, funding sources, implementation schedules, etc. The consultant shall review and become familiar with the requirements of the Federal Highway Administration which pertain to federal aid road projects and include all necessary items in the report to satisfy those requirements.

The consultant will provide originals of revised draft reports throughout the public meeting and comment process. Staff of the Rapid City Area Metropolitan Planning Organization will cover the reproduction of documents during first and second draft reviews. The consultant will provide forty (40) final reports of the analysis for submittal to the South Dakota Department of Transportation, Federal Highway Administration, and local governments for use in the planning process.

The consultant shall be required to present the draft and final reports of the study to the Rapid City Council, the Future Land Use Study Committee and the Rapid City Area Metropolitan Planning Organization's Citizen's Advisory Committee, Technical Coordinating Committee and the Executive Policy Committee.

Exhibit B

Schedule

Notice to Proceed – July 2, 2007

Submit Base Maps – October 1, 2007

Submit Draft Land Use Maps – April 1, 2008

Submit Draft Report to Agencies for Review – July 1, 2008

Complete Study – October 1, 2008

Exhibit C

**RATE SHEET
Mt. Rushmore Road**

<u>Employee</u>	<u>Title</u>	<u>Base Rate + OH</u>
<u>RDG IA Employees</u>		
Patrick Dunn	Partner	\$ 86.93
David Dahlquist	Partner	\$ 94.16
Ryan Peterson	Intern Landscape Architect 1	\$ 42.69
Eric Iverson	Intern Landscape Architect 1	\$ 48.28
Jennifer Mahr	Project Coordinator	\$ 39.85
<u>RDG SWB Employees</u>		
Martin Shukert	Principal	\$ 100.97
Gary Lozano	Project Director	\$ 87.71
Cory Scott	Planner	\$ 43.38

<u>KLJ Employees</u>	<u>Hourly</u>		<u>Overhead</u>	<u>Base Rate + OH</u>
Barry Schuchard	\$45.12	+	(45.12-1.59)	= \$71.74
Bob Shannon	\$34.40		1.59	\$54.70
Donovan Slag	\$23.93		1.59	\$38.05
Gabe Schell	\$19.47		1.59	\$30.96
David Mayer	\$22.50		1.59	\$35.78
Brett Gurholt	\$21.00		1.59	\$33.39
Jennifer Turnbow	\$23.37		1.59	\$37.16
Grady Wolf	\$19.47		1.59	\$30.96
Mitch Steckler	\$30.58		1.59	\$48.62
Jim Warne	\$20.19		1.59	\$32.10
Jill Neva	\$13.50		1.59	\$21.47
Shanna Braun	\$18.03		1.59	\$28.67
Rod Senn	\$30.09		1.59	\$47.84
Rich Wells	\$33.75		1.59	\$53.66
Ross Eberle	\$27.98		1.59	\$44.49
Maureen Hensley	\$13.95		1.59	\$22.18
Sheldon Wolf	\$17.10		1.59	\$27.19

Exhibit D
Professional Services Fee Summary
Kadrmaz, Lee & Jackson, Inc. Mount Rushmore Road Corridor Analysis

STAFF TYPE		Principal Engineer	Engineer III	Engineer II	Engineer I	Engineering Technician	CAAD Technician / Landscape Artist	Planner & Environmental Scientist II	Planner / Environmental Scientist I	Administrative Assistant II	Per Diem (person/days)	DIRECT LABOR	PER DIEM ¹ \$110.00	DIRECT ² EXPENSES	TASK COST
Hourly Rate		\$47.00	\$36.00	\$29.25	\$23.75	\$25.75	\$23.00	\$31.00	\$21.75	\$17.75					
Task	Project Assignment														
	Labor Code	100	100	100	100	100	400/410	100	100	500					
	TASK														
100	Data Review and Collection														
101	Review Previous Documents	0	8	0	8	0	0	8	0	0		\$ 726.00	\$ -		\$ 726.00
102	Data Collection	0	4	0	0	16	0	8	0	0		\$ 804.00	\$ -		\$ 804.00
103	Field Investigation	0	16	0	0	0	16	8	0	0		\$ 1,192.00	\$ -		\$ 1,192.00
104	Compile Mailing Lists	0	2	0	0	0	0	6	8	8		\$ 574.00	\$ -		\$ 574.00
700	Future Land Use Map											\$ -	\$ -		\$ -
71	Base Maps	0	0	0	0	0	0	0	0	0		\$ -	\$ -		\$ -
202	Inventory Existing Land Use	0	0	0	0	0	0	0	0	0		\$ -	\$ -		\$ -
203	Develop Future Land Use and Map	0	2	0	0	0	0	0	0	0		\$ 72.00	\$ -		\$ 72.00
300	Traffic Forecasts											\$ -	\$ -		\$ -
301	Traffic Counts (10 intersections, am & pm 3-hr peak hr. count)	0	2	0	0	140	0	0	0	0		\$ 3,677.00	\$ -		\$ 3,677.00
302	Develop Baseline Traffic Inputs: AM, PM, AADT, Tourism Peak	0	8	0	24	0	0	0	0	0		\$ 858.00	\$ -		\$ 858.00
303	DM&E Railroad Coordination, Traffic Data and Permitting	0	4	0	8	0	0	0	0	0		\$ 334.00	\$ -		\$ 334.00
304	Trans. Plan Forecasts: AM, PM, AADT, Tourism Peak	0	8	0	40	0	0	0	0	0		\$ 1,238.00	\$ -		\$ 1,238.00
305	Future Land Use Plan Forecasts: AM, PM, AADT, Tourism Peak	0	16	0	40	0	0	0	0	0		\$ 1,526.00	\$ -		\$ 1,526.00
400	Analysis of Traffic Operations											\$ -	\$ -		\$ -
401	Existing Conditions	1	12	0	84	0	0	0	0	8		\$ 2,616.00	\$ -		\$ 2,616.00
402	Future Conditions	1	12	0	160	0	0	0	0	8		\$ 4,421.00	\$ -		\$ 4,421.00
500	Infrastructure Improvement Alternatives											\$ -	\$ -		\$ -
501	Development of Conceptual Design Alternatives											\$ -	\$ -		\$ -
	Develop Typical Sections	0	4	0	12	0	16	0	0	0		\$ 797.00	\$ -		\$ 797.00
	Utilities & Storm Water Issues/Alternatives	0	24	0	8	0	0	0	0	0		\$ 1,054.00	\$ -		\$ 1,054.00
	Develop Intersection Geometry/Treatments	0	8	0	24	0	12	0	0	0		\$ 1,134.00	\$ -		\$ 1,134.00
	Corridor Visualization Graphics	0	2	0	24	0	24	0	0	0		\$ 1,194.00	\$ -		\$ 1,194.00
72	Environmental Impacts											\$ -	\$ -		\$ -
	Data Collection	0	1	0	0	0	0	12	12	0		\$ 669.00	\$ -		\$ 669.00
	Agency Comments and Coordination	0	1	0	0	0	0	16	0	8		\$ 674.00	\$ -		\$ 674.00
	Environmental Impacts/Concerns	0	2	0	0	0	2	24	0	0		\$ 862.00	\$ -		\$ 862.00
503	Evaluation of Conceptual Design Alternatives	1	16	0	32	0	0	8	0	0		\$ 1,631.00	\$ -		\$ 1,631.00
600	Access Management Plan											\$ -	\$ -		\$ -
601	Access Policy Alternatives & Graphics	0	8	0	40	0	0	0	0	0		\$ 1,238.00	\$ -		\$ 1,238.00
700	Streetscape and Landscape Improvement Alternatives											\$ -	\$ -		\$ -
701	Streetscape/Landscape Concepts & Visualization	1	16	0	0	0	80	0	0	0		\$ 2,463.00	\$ -		\$ 2,463.00
800	Public Information & Participation											\$ -	\$ -		\$ -
801	Mailing List/Parcel Data	0	1	0	0	0	0	2	0	2		\$ 133.50	\$ -		\$ 133.50
802	Solicitation of Views	0	1	0	0	0	0	8	16	8		\$ 774.00	\$ -		\$ 774.00
803	News Releases	0	1	0	0	0	0	2	8	12		\$ 485.00	\$ -		\$ 485.00
804	Meeting Preparation & Exhibits	1	12	0	16	0	16	12	0	16		\$ 1,883.00	\$ -		\$ 1,883.00
805	Design Charette (1) and Public Meeting											\$ -	\$ -		\$ -

STAFF TYPE		Principal Engineer	Engineer III	Engineer V	Engineer I	Engineering Technician I	CADD Technician I / Landscape Arch	Planner II / Environmental Scientist I	Planner I / Environmental Scientist I	Administrative Assistant I	Per Diem (person/days)	DIRECT LABOR	PER DIEM ¹	DIRECT ² EXPENSES	TASK COST
Hourly Rate		\$47.00	\$36.00	\$29.25	\$23.75	\$25.75	\$23.00	\$21.00	\$21.75	\$17.75			\$110.00		
Task	Project Assignment														
	Labor Code	100	100	100	100	100	400/410	100	100	500					
	TASK														
	Design Charette	0	44	0	0	0	52	8	0	12		\$ 3,241.00	\$ 440.00		\$ 3,681.00
	Public Input Meeting (Alternatives Public Workshop)	1	20	0	0	0	16	0	0	12		\$ 1,348.00	\$ 220.00	\$ 2,500.00	\$ 4,068.00
806	Meetings With Property Owners/Unscheduled Meetings	0	24	0	0	0	0	0	0	8		\$ 1,006.00	\$ -		\$ 1,006.00
807	Interactive Website with stakeholder survey	1	12	0	0	0	12	48	0	40		\$ 2,953.00	\$ -		\$ 2,953.00
900	Reports and Meetings											\$ -	\$ -		\$ -
901	Prepare Draft Corridor Study Report	4	40	0	16	0	24	60	0	40		\$ 5,130.00	\$ -		\$ 5,130.00
902	Prepare Final Corridor Study Report	2	32	0	8	0	12	40	0	32		\$ 3,520.00	\$ -		\$ 3,520.00
903	Presentations of the Draft and Final Corridor Study Reports	2	40	0	0	0	8	8	0	16		\$ 2,250.00	\$ -		\$ 2,250.00
1000	Project Administration											\$ -	\$ -		\$ -
101	Project Schedule and Scope of Work	2	8	0	0	0	0	0	0	0		\$ 382.00	\$ -		\$ 382.00
1002	Progress Reports (Monthly)	0	16	0	0	0	0	0	0	16		\$ 860.00	\$ -		\$ 860.00
1003	Project Management & Sub Consultant Coordination	4	60	0	0	0	8	8	0	0		\$ 2,780.00	\$ -		\$ 2,780.00
Total Hours		21	487	0	544	156	298	285	44	246		\$ 56,499.50	\$ 660.00	\$ 2,500.00	
LABOR		\$ 987.00	\$ 17,532.00	\$ -	\$ 12,920.00	\$ 4,017.00	\$ 6,854.00	\$ 8,866.00	\$ 957.00	\$ 4,366.50		\$ 56,499.50	\$ 660.00	\$ 2,500.00	

SUBCONTRACTORS		
FIRM NAME	ACTIVITY	FEE
Wilson White Associations	Survey of Historic Properties	TBD-optional
RDG Planning & Design	Land Use Plan, Streetscape & Charrette	\$ 122,837.00
TOTAL SUBCONTRACTORS:		\$ 122,837.00

Summary of Costs:

Direct Labor	\$ 56,499.50
Indirect Costs (1.5%)	\$ 89,834.21
Subtotal	\$ 146,333.71
Fixed Fee (13%)	\$ 19,023.38
Printing, Meeting Rooms and Visual Aids	\$ 3,500.00
Direct Expenses	\$ 2,500.00
Per Diem	\$ 660.00
Subcontractors	\$ 122,837.00

Base Cost \$ 294,854.09

NOTE: The hours and fees are based on a preliminary understanding of project scope and are subject to change based on a scoping meeting with the client.

Optional
Historical Properties Survey (scope & fee to be determined w/SHPO)

Hardrick Melissa

From: Hardrick Melissa
Sent: Tuesday, January 15, 2008 3:48 PM
To: Elkins Marcia
Subject: Original Agreement

Good Afternoon Ma'am,

I have a copy of an Agreement for Professional Services for Mount Rushmore Road Central Corridor Analysis dated 2 July 2007. The consultant looks to be Kadmas Lee & Jackson, Inc, and I was wondering if you had the original document.

Thank you,

*Melissa I. Hardrick,
Administrative Secretary
City of Rapid City Finance Office
(605) 394-4143, Fax - (605) 394-2232*

*unable to
locate original
document.*