

ITEM#: 18
DATE: 06-25-19

COUNCIL ACTION FORM

SUBJECT: PROFESSIONAL SERVICE AGREEMENT FOR 2045 LONG RANGE TRANSPORTATION PLAN UPDATE WITH HDR

BACKGROUND:

In January 2019, staff began the Federal consultant selection process for the update to the 2045 Long Range Transportation Plan, which must be updated by October 2020 for the plan to remain in compliance with Federal and State guidelines. A background report regarding this selection process was presented to the Ames Area Metropolitan Planning Organization (MPO) Policy Committee on May 28, 2019. That report has been attached to this Council Action Form for reference (Attachment A). The City of Ames is considered the Local Public Agency sponsoring the project for the MPO and therefore must approve the contract with the HDR (sub-consultants are Nelson/Nygaard, ETC Institute).

Staff negotiated a **contract with HDR with a fee not to exceed \$494,909** (Attachment B). The contract will encompass part or all of three fiscal years. Federal planning funds distributed to the MPO (programmed for \$400,000 in FY 2018/19) will pay for 80% of the plan, which will total \$395,927. The City of Ames will provide a 20% local match of \$98,982, with \$100,000 budgeted in FY2018/9 from Road Use Tax Funds. **The total project funding is \$500,000.**

ALTERNATIVES:

1. Approve the Planning Services Agreement to prepare the 2045 Long Range Transportation Plan with HDR Engineering Inc. of Omaha, NE in an amount not to exceed \$494,909.
2. Reject the contract with HDR and recommend that the Ames Area MPO begin with a new solicitation for preparing the 2045 Long Range Transportation Plan.

MANAGER'S RECOMMENDED ACTION:

By executing the professional service agreement with HDR, the community will be able to begin its process for visioning and planning for the next 25 years of transportation in Ames and meet the required deadline of October 2020 for approval of the final plan.

Therefore, the City Manager recommends that the City Council adopt Alternative No. 1, as described above.

ITEM # AAMPO 5

DATE: 05-28-19

**AMES AREA METROPOLITAN PLANNING ORGANIZATION (AAMPO)
TRANSPORTATION POLICY COMMITTEE ACTION FORM**

**SUBJECT: PLANNING SERVICES CONTRACT FOR 2045 LONG RANGE
TRANSPORTATION PLAN UPDATE**

BACKGROUND:

The Ames Area Metropolitan Planning Organization (AAMPO) is required to prepare an updated Long-Range Transportation Plan every five years. The next update is due for completion by October 12, 2020. The overall purpose of the Long Range Transportation Plan (LRTP) is to identify a vision for transportation and develop a package of regional transportation projects which are fiscally constrained. It will describe how transportation services will evolve over the next 25 years. The attached Scope of Services identifies each of the major tasks involved with the plan development, as well as the subtasks, which define the work activity in greater detail.

As part of developing the plan, transportation data regarding mapping, traffic, transit, biking, and pedestrians will be gathered. The AAMPO Transportation Policy Committee will oversee the development of the plan. The AAMPO Transportation Technical Committee will guide the development of the plan, while staff will act as an administrator for the MPO. The Goals and Objectives for the plan update will expand on the ones developed in the 2015 Plan, updated as necessary based on citizen input received during the public participation process and feedback received since the adoption of the 2015 plan. The updated Goals and Objectives will then be presented to the Policy Committee and will serve as the basis for decision making as projects are analyzed.

Opportunities for public participation in the process will be provided through several avenues throughout the process. Numerous public meetings will be held to gather information regarding the community's transportation needs, including interactive online educational materials and public input opportunities.

Base year transportation modeling for this plan will be developed by AAMPO staff in coordination with the Iowa Department of Transportation (Iowa DOT). Traffic and transit analyses will be included. This evaluation will also include all modes of travel, which includes the community's on-street and shared-use path systems as well as the potential of developing interconnections with a greenbelt trail system. This also serves to bring an energy efficiency strategy into the planning process.

The new plan will include both traditional elements and an emphasis on safety following state-of-the-practice planning measures and direction from national and local policymakers, as well as all required planning factors and performance-based planning and programming as specified in federal MAP-21 transportation legislation.

All of this will lead to the development and evaluation of a universe of alternatives for transportation improvements. Project concept plans will be drafted/updated for these

improvements, and each potential project will be checked to determine if it is financially feasible based upon year-of-expenditure dollars. The consultant will ultimately deliver the final report in both paper and electronic formats. All of this work will be completed within the next 17 months before October 12, 2020.

L RTP Development Process:

- Planning, Public Involvement, and Modeling Steps:
- Existing Regional Report
- Vision Workshop
- Future System Evaluation
- Alternatives Development
- Evaluate Alternatives
- Alternatives Evaluation Workshop
- Select Alternatives
- Create draft 2045 Plan
- Transportation Modeling - Using existing and future land use/population

The planning and modeling efforts will run concurrently throughout the plan development.

Consultant Selection Process:

Following the Federally mandated requirements, the consultant selection process began in January 2019 when AAMPO solicited a Request for Qualification (RFQ) Statements. AAMPO sent the request to transportation planning firms listed on the Iowa Department of Transportation DBE directory, consultant lists from the American Planning Association, and existing MPO contact list of consultants. From these resources, 69 letters were mailed to the identified transportation planning consultants. Also, the RFQ was posted publicly on the Iowa Chapter of the American Planning Association website and on the national American Planning Association website. The five following consultant teams responded to the Request for Qualification. The prime consultant showed in bold, followed by team sub-consultants.

- **Stantac**; Snyder & Associates, City Explained, Iowa State University
- **WSP**; Toole Design, Confluence, ETC Institute
- **Alliance Transportation Group**; SEH, WSB
- **SRF**; AECOM, AE2S Nexus, ETC Institute
- **HDR**; Nelson/Nygaard, ETC Institute

The scores for the RFQ process are as follows:

2045 LRTP: RFQ Scores							
Firm (by Prime)	AAMPO	Public Works	Iowa DOT	ISU	CyRide	Story County	Average
HDR	94	78	97	97	94	87	91.2
WSP	97	88	93	94	87	83	90.5
SRF	78	73	90	87	69	75	86.3
STANTEC	73	85	90	97	92	81	86.3
ALLIANCE	78	73	90	87	69	75	78.7

In February 2019, a selection team consisting of staff from AAMPO, Ames Public Works, Iowa State University, CyRide, Story County, and Iowa DOT reviewed the qualification statements and asked the top three teams to submit proposals; the three teams were HDR, SRF, and WSP. On March 6, all three teams presented their proposal to the selection committee and to answer questions from the selection team.

The selection team used the following criteria for evaluating the proposals:

<u>Scoring Criteria:</u>	<u>Points</u>
Project Understanding:	20
Project Clarity:	10
Project Approach:	20
Proposal Creativity:	20
Public Engagement:	10
Personnel:	10
Proposed Project Schedule:	10

2045 LRTP: Proposal/Interview Scores							
Firm	AAMPO	Public Works	Iowa DOT	ISU	CyRide	Story County	Average
HDR	76	79	94	96	93	90	88.0
SRF	69	67	94	90	96	86	83.7
WSP	74	74	83	94	90	86	83.5

Before making a final determination, the selection team discussed the strengths and weaknesses of each firm in great detail. Each respective firm had assembled a team of people with diverse areas of expertise, which made selecting any one firm very difficult. However, the selection team was tasked with picking the firm that had the strongest overall team in all areas of transportation planning, public involvement, and technical knowledge to get the best product for our community. During the interviews, it was found that the proposal from HDR incorporated a deep knowledge base around current topics in transportation planning, a key point in developing a long-range plan. Their recent work in this area of technology trends and the impact on future forecasting was very impressive and will be quite important in developing the best possible plan. It should be noted that, per Federal requirements, the cost cannot in any way be part of the selection process. Cost can only be determined after a firm is selected, and staff enters into negotiations to define the scope and fee for the project.

As a result of that process, the team of HDR of Omaha, Nebraska, with subcontractors Nelson/Nygaard and ETC, were selected to prepare the LRTP update. HDR has a demonstrated strong working knowledge of the Ames area and the travel demand model since they created the 2010 LRTP and 2015 LRTP. HDR is also set apart from the other firms based upon their outstanding public engagement tools, experienced team members, and proven technical capabilities. Being one of the larger planning and engineering firms, HDR can also pull from a national employment base of subject matter experts as needed to provide innovative and creative transportation solutions.

Staff is in the process of negotiating a contract with HDR. Federal planning funds distributed to the MPO will pay for 80% of the plan and have been programmed in the amount of \$400,000. The City of Ames will need to provide a 20% local match of \$100,000, which is budgeted in FY 2018/19 CIP from the Road Use Tax Fund. This brings the total project funding to \$500,000. The contract with HDR is expected to go before the Ames City Council at their June 11, 2019 meeting.

ALTERNATIVES:

1. Recommend that the Ames City Council approve the Planning Services Agreement to prepare the 2045 Long Range Transportation Plan with HDR Engineering Inc. of Omaha, NE.
2. Recommend that the Ames City Council not execute the agreement with HDR, and direct the AAMPO staff to pursue negotiations with one of the remaining qualified firms.
3. Direct AAMPO staff to reject all proposals and begin with a new solicitation for preparing the 2045 Long Range Transportation Plan.

ADMINISTRATOR'S RECOMMENDED ACTION:

By executing the professional service agreement with HDR, the community will be able to begin its process for visioning and planning for the next 25 years of transportation in Ames and meet the required deadline of October 2020 for approval of the final plan.

Therefore, the Administrator recommends that the AAMPO Transportation Policy Committee adopt Alternative No. 1, as noted above.

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2019, between the City of Ames, Iowa (“OWNER”) a municipal corporation, with principal offices at 515 Clark Avenue, Ames, Iowa and HDR ENGINEERING, INC., “CONSULTANT”) for services in connection with the project known as (Ames Area MPO 2045 Long Range Transportation Plan) (“Project”);

WHEREAS, OWNER desires to engage CONSULTANT to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, CONSULTANT desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and CONSULTANT in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

CONSULTANT will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for CONSULTANT’S services under this Agreement shall be on the basis of fixed fee. CONSULTANT’S fixed fee will be four hundred ninety four thousand nine hundred nine Dollars (\$494,909). Payments will be tied to the successful completion of deliverables shown in the “Deliverables Fixed Fee Table” on Exhibit C. All expenses are included in the fixed fee.

- Compensation terms are defined as follows:

Fixed fee shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, CONSULTANT shall perform the services

within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for CONSULTANT’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of CONSULTANT’S services are exceeded through no fault of the CONSULTANT, the time for performance of those services shall be extended for a period which may be reasonably required for their completion and may only be done with mutual consent of the OWNER and CONSULTANT. All rates, measures and amounts of CONSULTANT’S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
“CONSULTANT”

BY: Matthew B. Tondl

NAME: Matthew B Tondl

TITLE: Senior Vice President

ADDRESS: 1917 S 67th Street
Omaha, NE 68106-2973

APPROVED AS TO FORM
BY Vikki Feilmeyer
Vikki Feilmeyer
Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

SCOPE OF SERVICES AMES AREA METROPOLITAN PLANNING ORGANIZATION 2045 LONG RANGE TRANSPORTATION PLAN UPDATE

The HDR Team, including subconsultants Nelson\Nygaard (N\N) and ETC Institute, will assist the Ames Area MPO (AAMPO) and member jurisdictions update the regional Long Range Transportation Plan (LRTP). The following outline to be completed as a part of this scope of services:

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Exhibit A

TASK 0: PROJECT MANAGEMENT

This task includes overall project management of HDR Team and Client coordination.

Subtask 0.1 – General Project Management

HDR will provide overall project management, project oversight and administration on the project including internal coordination, coordination with subconsultants and development of monthly progress reports and invoices. HDR will also conduct bi-weekly calls with AAMPO staff to discuss progress and upcoming work. N\N will participate in up to six (6) bi-weekly calls at times when public transportation or pedestrian bicycle topics are the main discussion.

HDR will conduct quarterly coordination meeting with the AAMPO Technical Committee. N\N will participate in the first AAMPO Technical Committee meeting via conference call.

Deliverables:

- Monthly progress reports, invoices, meeting notes

Assumptions:

- *Assumes a 16-month schedule*
- *Assumes up to five (5) AAMPO Technical Committee meetings*
- *HDR will have up to three (3) staff participate on the bi-weekly calls*
- *HDR will have up to three (3) staff participate in the AAMPO Technical Committee meetings*

Exhibit A

TASK 1: PROJECT INITIATION

This task includes the coordination and development of documents to initiate the project.

Subtask 1.1 - Develop Project Management Plan

HDR will develop a project management plan including the following items:

- Team organization and communication plan
 - HDR will develop a team organization and communication plan that identifies the roles and responsibilities, contact information and communication formats for the project.
- Quality control plan
 - HDR will develop a quality control plan that identifies the quality control process and the documents to be reviewed.
- Critical path chart (dependent relationships)
 - HDR will develop a critical path schedule for all tasks and subtasks.
- Public Engagement Plan, Contact and Comment Management
 - HDR will develop a public engagement plan that develops the project description, identifies key messages, identifies communication tools and techniques, and develops the social media strategy and contact and comment management. HDR will also perform an issue and stakeholder analysis and provide an update to the stakeholder database used for the Ames Mobility 2040 effort.

Deliverables:

- Project Management Plan including Public Engagement Plan

Assumptions:

- One round of review (electronic) by AAMPO for up to one week

Exhibit A

TASK 2: DATA COLLECTION

This task involves obtaining and collecting relevant information and data for use during the study.

Subtask 2.1 – GIS Files

HDR will obtain most recent Geographic Information System (GIS) files from the AAMPO including, but not limited to:

- Street network
- City/County boundaries
- Urbanized/planning area boundaries
- Traffic signals
- Sidewalk inventory
- Existing land use and future land use

Subtask 2.2 – Traffic Data

HDR will obtain the most recent traffic data from the AAMPO including, but not limited to:

- Average daily traffic (ADT)
- Peak hour turning movement counts at key intersections from available Iowa Department of Transportation (DOT) and City traffic data (no consultant field collection)
- National Performance Management Research Data Set (NPMRDS) data
- INRIX XD data (if available from Iowa DOT)

Subtask 2.3 – Crash Data

HDR will obtain the most recent crash data from Iowa DOT's Iowa Crash Analysis Tool (ICAT) crash database (5-years).

Subtask 2.4 – Transit Data

N\N will utilize CyRide performance data from the 2018 CyRide system Redesign and reformat the data into the desired format for the LRTP. N\N will write up the transit existing conditions using the 2018 CyRide System Redesign.

Subtask 2.5 – Bicycle / Pedestrian Data

N\N will draw upon Ames Mobility 2040 and the 2018 Complete Streets Plan to gather information on the existing bicycle and pedestrian networks. N\N will use the city's GIS layers for trails and bike facilities as well as GIS data from the Complete Streets plan (including Bicycle Level of Stress and Bicycle Network Analysis data) to create existing conditions maps of the walking and bicycling networks.. N\N will utilize crash data analyzed in Subtask 2.3 to understand in more detail the contributing factors for crashes involving pedestrians and bicyclists.

Subtask 2.6 – Pavement & Bridge Data

HDR will obtain the pavement condition data in GIS from the AAMPO. HDR staff will download the latest National Bridge Inventory (NBI) data.

Exhibit A

Subtask 2.7 – Study Reports

HDR will obtain reports and plans from relevant and recent studies AAMPO and other relevant agencies. The reports and plans include the Iowa DOT statewide plans, such as, Iowa in Motion 2045, State Rail Plan, State Freight Plan, State Aviation Plan, State Highway Safety Improvement Program. It also includes reports and plans from adjacent agencies which identify regional data and impacts to the Ames region.

Subtask 2.8 – Community Transportation Assessment Survey

ETC will design the survey and prepare the sampling plan by working the AAMPO to develop the content of the survey. ETC will conduct a pilot test of the survey will be performed to determine that the questions are understood by the residents. The pilot test will be emailed to approximately fifty (50) residents.

ETC will administer the survey by a combination of mail, internet, and phone. ETC will mail the survey and cover letter to a random sample of households in the MPO planning area. Residents receiving the survey will have the option of returning the printed survey or completing it online. ETC will continue following up with the households until reaching 400 completed surveys.

ETC will submit a final report including an executive summary, charts and graphs, cross-tabulations, tabular data and a copy of the survey instrument.

HDR will develop a one-page (8.5" x 11" – single-sided) infographic summary of the high-level survey results to inform the public.

Deliverables:

- Data Collection Technical Memorandum – which will be a brief summary of the data collected and a list of sources
- Community Transportation Assessment Survey & Infographic summary

Assumptions:

- One round of review (electronic) by the AAMPO for up to one week on the data collection memorandum.
- Assumes 3-4 drafts of the survey will be prepared before the AAMPO approves it.
- Assumes the survey will be up to six (6) pages in length.
- The AAMPO will provide a cover letter (on letterhead) to be mailed with the surveys.

Exhibit A

TASK 3: EXISTING SYSTEM PERFORMANCE

This task involves assessing the existing system performance for the Ames area.

Subtask 3.1 – Existing Region Profile

HDR will document the existing regional profile including the historical and projected population and employment trends. This section will also document the regional movement and commuter trends. The existing emerging themes in the area will be incorporated into the document.

Subtask 3.2 – Existing Highway and Major Roadway Performance Evaluation

HDR will evaluate the vehicular traffic operations through reviewing existing GIS data layers and the travel demand model to establish current traffic counts, lane configuration, traffic control device information, and estimated segment capacity. The regional street system will be evaluated with a planning-level volume-to-capacity (V/C) methodology based on daily counts and estimates of peak-hour flow capacity. Local staff will be engaged to determine the appropriate level-of-service (LOS) thresholds for determining needs. Iowa DOT staff will be engaged to determine the appropriate LOS thresholds for state routes.

HDR will conduct a Highway Capacity Manual (HCM) based corridor planning-level analysis (with a methodology similar to ARTPLAN – developed by Florida DOT which incorporates HCM Urban Streets methodology) on up to 20 miles of corridors.

HDR will report the traffic reliability using NPMRDS data on the available segments. The roadway system summary will include discussions of fleet characteristics, emissions, and fuel usage, from available local data. This subtask will also report freight characteristics.

A crash assessment will be conducted using ICAT data and the top 10 intersection and top 10 segments with significantly higher crash rates will be identified.

A generalized pavement data assessment will be conducted at a planning-level using the Iowa standard conditions ratings.

A summary of the bridge structure conditions will be performed using NBI data.

Subtask 3.3 – Existing Public Transportation System Performance Evaluation

CyRide recently completed a system-wide analysis. Therefore, the transit element of this LRTP will focus on the next priorities of unmet needs that will help CyRide and regional providers enhance existing transit options or create new ones.

First, N\N needs to understand regional travel needs and implications for intercity transit service. Regional travel to Ames has increased and this has put more pressure on I-35 between Des Moines and Ames. To understand that level of demand, N\N will use Longitudinal Employer-Household Dynamics (LEHD) data to examine travel flows between Ames, Ankeny, and Des Moines. Also, the ZIP codes of Iowa State faculty, staff, and students will be obtained, if possible, to supplement the LEHD data. This analysis

Exhibit A

will also include a review of the Ames-Des Moines I-35 Commuter Corridor Feasibility Study (August 2014). The high-level travel flows will be compared to the thresholds typically needed to initiate intercity transit service.

Second, NIN needs to understand local transit needs. The 2018 CyRide system plan examined current service, but the LRTP provides an opportunity to examine how the system should grow.

NIN will work together with CyRide staff to develop a list of potential unmet needs within the system.

Subtask 3.4 – Existing Pedestrian and Bicycle System Performance Evaluation

A wealth of data was collected and analyzed in Ames Mobility 2040 and the Complete Streets Plan. This includes the development of a list of pedestrian and bicycle projects from Ames Mobility 2040 and pedestrian level of service analysis and Bicycle Level of Traffic Stress from the 2018 Complete Streets Plan. NIN will use these two plans as a starting point, to identify locations that would benefit from enhanced connectivity along and across area roadways.

Subtask 3.5 – Existing Regional Connections

HDR will conduct a high-level assessment of the existing regional connections regarding rail, aviation, pipeline and waterways.

Subtask 3.6 – System Performance Report

HDR will develop a report evaluating the condition and performance of the transportation system for national performance measures and AAMPO performance targets. The format will follow the Iowa DOT/INRCOG performance report template. It is assumed that CyRide and/or the AAMPO will provide all transit performance condition data. HDR will develop one page (8.5" x 11" single-sided) infographic of the performance measures summary.

Deliverables:

- Existing Regional Profile Technical Memorandum (subtask 3.1)
- Existing System Performance Technical Memorandum (subtasks 3.2-3.6)

Assumptions:

- One round of review (electronic) by the AAMPO for up to one week on the existing regional profile technical memorandum and two weeks on the existing system performance technical memorandum.

Exhibit A

TASK 4: VISIONING, GOALS, OBJECTIVES AND PERFORMANCE MEASURES

Subtask 4.1 - Website

HDR will work with AAMPO to develop content to be hosted on the AAMPO.org website for the public to learn more about the project, provide input on an interactive comment mapping tool using Zoho, and provide general feedback. HDR will develop all content and graphics, provide an iframe for the comment mapping tool, and coordinate with the AAMPO webmaster to develop and maintain the website. Zoho will also serve as the comment and contact database that will import and track email, web, and in-person comments. HDR will build a straightforward comment mapping tool for commenters to drop pins on key locations of interest and add location-based ideas and concerns. All web comments will be automatically emailed to the project team.

This task includes the following items:

- Initial launch content document and graphics
- Zoho comment mapping tool iframe code and maintenance for two (2) years
- Zoho comment database
- Monthly comment reports

This task includes the following assumptions:

- One draft and final content document, delivered in a Word document and reviewed electronically for up to one week.
- AAMPO will provide all site maintenance and updates.
- All data stored in Zoho is subject to Zoho's terms and conditions:
<https://www.zoho.com/terms.html>

Subtask 4.2 – Program Branding

HDR will develop a program guide that will include a brand name and logo. One in-person branding exercise meeting lasting up to two hours will be held to discuss potential brand names, visual identity (color schemes, typography). Based on the outcome of the brand exercise meeting, HDR will submit two to three brand options electronically for AAMPO for review and selection. The overall project brand will be developed with the need to develop goal area sub-brands in mind.

This task includes the following items:

- *One (1) in-person branding exercise meeting*
- *One (1) LRTP brand guide*
- *Standard project templates: Standard Word document, PowerPoint presentation, handout, boards, postcard, email template, agenda, summary*

Assumptions

- *Assume one (1) LRTP round of electronic review for short list of brand concepts*
- *Up to four (4) HDR staff will attend the in-person brand exercise meeting*

Subtask 4.3 – Informational Videos

HDR will develop one, 2-D vector informational video approximately 60 to 90 seconds in

Exhibit A

length. The videos will launch before, or in tandem with, the Visioning Open House Meeting. The website will be updated to include the videos and will roll out via AAMPO social media.

This task includes the following items:

- One (1) video communication plan, which capture the communication objectives, audience and script for the videos
- One (1) storyboards
- One (1) draft videos
- One (1) final produced set of videos
- Four (4) production team agendas and meeting summaries
- One (1) website update and social media content document

This task includes the following assumptions:

- Four production team meetings will be held. It is assumed that all meetings will be held via conference call established by HDR.
 - Meeting 1: Kick-off
 - Meeting 2: Draft review of video communication plan
 - Meeting 3: Draft review of storyboard
 - Meeting 4: Review of the Draft video
- It is assumed that the HDR video manager, producer and project manager will attend each meeting.
- Draft deliverables will be sent electronically two (2) days in advance of review meetings. Draft videos will be shared via a link on Wistia video services.
- The new project branding will be used. Credits will include the AAMPO logo/acknowledgments.
- HDR will purchase single-use licenses for any stock assets (audio, graphics, and video) used in the production of the final deliverables. Upon request, HDR will provide AAMPO with a complete list of purchased assets and associated vendors. Asset Licensing may not be transferred from HDR to AAMPO
- Graphics will be developed using Adobe Creative Suite (InDesign, Illustrator, Photoshop, etc.) or purchased through an online stock asset vendor.
- HDR will acquire voice-over narration through a vendor.
- The Client will provide all edits to script, storyboard, draft video and final video during each production meeting; these meetings will be live edits/reviews.

Subtask 4.4 – Visioning Open House Meeting

HDR will provide support for a Visioning Open House Meeting to solicit input on the goals and vision of the project. The meeting will follow an open house format with a short presentation at the beginning of the meeting. HDR will be responsible for developing a meeting plan that will include meeting logistics, staff and responsibilities, supplies, printing information, talking points, room layout and venue information. HDR will prepare all outreach including a press release, social media post, website update, email invitations, and direct mail invitation. HDR will be responsible for developing, designing and printing a handout, up to 8 display boards, interactive exercises, presentation, 10 table top scroll maps, comment forms and collateral materials.

Exhibit A

This task includes the following items:

- Meeting Plan
- Outreach (press release, social media posts, email invitation and reminder, direct mail invitation)
- Website update content document
- Meeting Materials (presentation, 11x17 handout, up to 8 display boards, interactive exercises, 10 table top scroll maps, comment forms, presentation collateral materials)

This task includes the following assumptions:

- AAMPO will be responsible for providing the venue
- AAMPO will be responsible for distributing the press release and posting social media.
- AAMPO will be responsible for posting the website update.
- HDR will have up to three (3) staff attend the Visioning Open House Meeting
- Assumes the Visioning Open House Meeting will be no more than 2 hours in length and held during the early evening.
- No refreshments will be provided.

Subtask 4.5 – Visioning On-Line Open House

HDR will develop an interactive online meeting that will expand the reach of the Visioning Open House Meeting and provide an opportunity for the public to provide their input online at any time. The Arc GIS storymap online meeting will be hosted using ESRI and will replicate the in-person public meeting, using the display boards content with supplemental text, Zoho comment mapping tool and videos. The online meeting will also have a Zoho form to submit feedback regarding the vision.

HDR will conduct a planning, design, and development process in tandem with the open house as follows:

1. Develop content for AAMPO review
2. Develop and launch Arc GIS storymap site

This task includes the following items:

- One (1) content document of the online meeting
- One (1) online meeting mockup

This task includes the following assumptions:

- Assume one week of review for content and storymap site.

Subtask 4.6 – Vision Statement

HDR will develop a vision statement for the plan based on input from staff, AAMPO Technical Committee and the public. The vision statement will be used to guide the development of the LRTP.

Exhibit A

Subtask 4.7 – Goals and Objectives

HDR will develop goals & objectives working with AAMPO staff using the information gathered during the public engagement. The goals & objectives will be based on the vision statement, FAST-Act goal areas and the planning factors in 23 U.S.C 135 (d)(1).

Subtask 4.8 –Performance Measures

HDR will develop locally tailored system performance measures with input from AAMPO staff to supplement the national performance measures. The AAMPO has adopted targets for Federally-required performance measures and these measures and targets will be continued in the LRTP. Additional local performance measures will be included if directed by the MPO Policy Committee. The performance measures will inform the development of the project prioritization process. The prioritization metrics will be tied to the goals & objectives and the system performance measures.

Subtask 4.9 – Present to Transportation Policy Committee

HDR will present the vision, goals & objectives and performance measures to the AAMPO Transportation Policy Committee for their review and input. It is assumed that up to two (2) HDR staff will be in attendance at the presentation.

Subtask 4.10 – Goal Area Sub-Brands Update

Once goal areas are identified, HDR will develop up to 6 sub-brands to promote each topic. The sub-brand will include logos with a cohesive visual identity with the program brand.

This task includes the following items:

- Up to six (6) sub-brand logos

This task includes the following assumptions:

- Assume one (1) LRTP round of electronic review

Subtask 4.11 – Goal Area Promotional Videos

HDR will develop up to six, 2-D vector promotional videos approximately 15 to 20 seconds in length. The videos will be timed to launch with the launch of the goal area topics. The promotional videos will be uploaded to the website and will roll out via AAMPO social media channels.

This task includes the following items:

- One (1) set of storyboards
- Six (6) draft videos
- Six (6) final produced set of videos
- Two (2) production team agendas and meeting summaries
- One (1) website update and social media content document

This task includes the following assumptions:

- Two production team meetings will be held. It is assumed that all meetings will be held via conference call established by HDR.

Exhibit A

- Meeting 1: Draft review of storyboards
- Meeting 2: Review of Draft videos
- It is assumed that the HDR video manager, producer and project manager will attend each meeting.
- Draft deliverables will be sent electronically two (2) days in advance of review meetings. Draft videos will be shared via a link on Wistia video services.
- The new project branding will be used. Credits will include the AAMPO logo/acknowledgments.
- HDR will purchase single-use licenses for any stock assets (audio, graphics, and video) used in the production of the final deliverables. Upon request, HDR will provide AAMPO with a complete list of purchased assets and associated vendors. Asset Licensing may not be transferred from HDR to AAMPO
- Graphics will be developed using Adobe Creative Suite (InDesign, Illustrator, Photoshop, etc.) or purchased through an online stock asset vendor.
- No narration will be included with these videos, in place of on-screen text.
- The Client will provide all edits to script, storyboard, draft video and final video during each production meeting; these meetings will be live edits/reviews.

Deliverables:

- *Initial Engagement Products (subtasks 4.1, 4.2, 4.3)*
- *Visioning Open House and Online Meeting*
- *Goals, Objectives, Performance Measures Technical Document (subtasks 4.6, 4.7, 4.8, 4.9)*
- *Goal Area Engagement Products (subtasks 4.10, 4.11)*

Assumptions:

- *One round of review (electronic) by the AAMPO for up to one week on the Goals, Objectives, Performance Measures technical document.*

Exhibit A

TASK 5: TRAVEL DEMAND MODEL DEVELOPMENT AND APPLICATION

This task will involve a combination of work between HDR, Iowa DOT and AAMPO staff. The following section provides a brief description of the work associated with each travel model development and application subtask, and the organization with primary responsibility for completing that task.

Subtask 5.1 – Base Year Model Development

HDR will assist the AAMPO in the development of the base year travel demand model. This subtask will include the following model development work items and responsibilities:

- Update socio-economic (SE) data. HDR will provide advice and oversight only. Primary responsibility: AAMPO.
- Update base model network. HDR will provide advice and oversight only, including assistance incorporating traffic counts into the model network. Primary responsibility: AAMPO.
- Update transit model network. HDR will provide advice and oversight only. Primary responsibility: AAMPO.
- Other base year model development tasks will be coordinated between AAMPO and Iowa DOT. It is assumed that HDR will provide advice, oversight, and error checking. These other major model elements to be developed by AAMPO or Iowa DOT staff, include (but are not limited to): external analysis, intersection delay coding, INRIX speed data, parcel data processing, Roadway Asset Management System (RAMS) data joined to network files, and truck model validation. Primary responsibility: AAMPO.
- Validate and calibrate the base year roadway model will be AAMPO responsibility. HDR will provide guidance on validation approach and review validation activities performed by Iowa DOT and AAMPO staff. It is assumed that HDR staff will not be performing the validation. Primary responsibility: AAMPO/HDR.
- It is assumed that HDR will calibrate the mode choice model through our on-call contract with Iowa DOT. HDR will provide the mode choice parameters and scripting updates required to the Iowa Standardized Model Structure (ISMS) as a part of that work outside of the LRTP Update.

Subtask 5.2 – Future Year 2045 Model Development

HDR will assist the AAMPO with the development of the future year 2045 travel demand model development. This subtask will include the following model development work items and responsibilities:

- Update 2045 socio-economic data. Coordinate with RDG and Ames planning staff to identify a regional growth total from Comprehensive Plan, and other agencies for potential regional growth areas through 2045. This will involve AAMPO creating the appropriate 2045 SE data files (PARCEL file) for the Ames model traffic analysis zone (TAZ) structure. It is assumed that HDR will provide advice and oversight only, and that AAMPO will implement the future 2045 parcel-based land use scenario for the model. Primary responsibility: AAMPO.

Exhibit A

- Develop and code the existing-plus-committed (E+C) network scenario, incorporate the 2045 SE data file, test and provide a final 2045 E+C model run. It is assumed that AAMPO will identify the projects required, and HDR staff will code those projects into the model. Primary responsibility: HDR.
- Provide corridor-level traffic forecasts and route-level ridership forecasts. Primary responsibility: HDR.

Deliverables:

- *Base Year Model Development*
- *Future Year 2045 Model Development*

Exhibit A

TASK 6: FUTURE SYSTEM PERFORMANCE

Subtask 6.1 – Future (E+C Network) Performance Evaluation

HDR will analyze the 2045 E+C network projections from the travel demand modeling work outlined in Task 5. A planning-level v/c analysis will be conducted on 2045 E+C network projections.

HDR will conduct HCM based corridor planning-level analysis (with a methodology similar to ARTPLAN – Developed by Florida DOT which incorporates HCM Urban Streets methodology) on up to 20 miles of corridors.

NIN will develop a list of factors that will affect the ability of the transit, biking, and walking networks to function efficiently, and ways the region can make progress toward an efficient system. For example, density is good for transit, but only if development patterns are coordinated with transit service. The development of larger apartment complexes in the future has potential direct impacts on CyRide's business model. In the past, when such a development has opened, CyRide has been asked to provide service, but funding is often a challenge as CyRide's revenues do not increase as a result. Any larger developments and the associated fiscal impacts on CyRide will be documented. Data collection and measurement practices are also valuable ways to assess future system performance by all modes, but in particular, NIN will identify those measures that speak to the quality and accessibility of the walking and bicycling network.

HDR will work with jurisdictional staffs to estimate general pavement investment requirements with a simplified planning-level model using the Iowa Pavement Management Program performance curve. Based on NBI data and input from local and state staffs, a simple bridge investment model will be developed.

Subtask 6.2 – Identify Potential Impactful Trends and Technologies

HDR will conduct a baseline assessment of technology and trend assumptions based on existing research. An assessment of penetration of the of new mobility choices will be conducted including connected/autonomous vehicles, smart city, micro mobility, mobility-as-a-service and other emerging trends.

Subtask 6.3 – Future Project Federal Funding Sources

HDR will develop estimates of future funds that will be available to implement the LRTP through review of past Transportation Improvement Programs (TIPs), Capital Improvement Programs (CIPs), Iowa DOT financial planning guidance, and conduct interviews with local staff. This task includes the development of planning-level operations and maintenance (O&M) needs.

Deliverables:

- *Future System Performance Technical Memorandum (Subtasks 6.1 and 6.2)*
- *Future Funding Evaluation Technical Memorandum (Subtask 6.3)*

Exhibit A

TASK 7: ALTERNATIVES & STRATEGY DEVELOPMENT

This task involves the development and preliminary screening of the transportation alternatives and strategies for the LRTP including street, transit and bicycle/pedestrian alternatives. In this phase, alternatives will be developed at a planning level that accounts for general project/program characteristics (such as the number of lanes, intersection control type, locations of grade separations, trail extent, bike lane type, the general extent of bus service, technology features, etc.). The purpose of the alternatives and strategies development task is to provide a comprehensive list of projects, programs, strategies to address a given issue area, and to provide enough high-level details on each project/program to screen its potential performance effectively.

Subtask 7.1 – Multimodal Alternatives and Strategies Development

HDR will develop a range of alternatives and strategies through working with staff, the Technical Committee and the public. This will involve assigning specific strategies or improvement alternatives with each issue area.

Subtask 7.2 – Refine Roadway Alternatives

HDR will develop and refine roadway alternatives including determination of approximate lane configuration and location. Planning-level cost estimates will be developed based on locally-tailored unit costs.

Subtask 7.3 – Refine Transit Alternatives

N\N will create a final set of transit alternatives that could address unmet transit needs in Ames. This task will start with a workshop with CyRide to understand upcoming transit needs. The workshop will also inform N\N staff of CyRide's future funding outlook and any potential fiscal constraints. Cooperatively, N\N will develop and refine a series of transit alternatives that address potential mobility needs. One high-level concept map outlining potential improvements will be developed.

Subtask 7.4 – Refine Bicycle and Pedestrian Alternatives

To develop alternatives, N\N will first identify which projects from Ames Mobility 2040 have been completed. Then N\N will identify any new projects to add to the network maps for walking and bicycling using both the LTS analysis, pedestrian level of service, and community input. For example, where do desired links in the bicycle network overlap with opportunity streets, such places that are already low-stress? This assessment assumes that major street design changes are unlikely, and instead will use the low-stress links to connect existing bike facilities or serve major destinations and identify a few locations where a more aggressive approach can be recommended to make a key connection, particularly for bicyclists. For walking, are there developing areas of the city of opportunity pedestrian projects that can be tied into roadway projects? We will use this updated project list during community outreach in Task 7.5.

Subtask 7.5 – Alternatives/Strategies Public Open House Meeting

HDR will provide support for an Alternatives/Strategies Public Open House Meeting to provide an update to the public on project activities. The meeting will follow an open house format with a short presentation at the beginning of the meeting. HDR will be

Exhibit A

responsible for developing a meeting plan that will include meeting logistics, staff and responsibilities, supplies, printing information, talking points, room layout and venue information. HDR will prepare all outreach including a press release, social media post, website update, email invitations, and direct mail invitation. HDR will be responsible for developing, designing and printing a handout, up to 8 display boards, table top scroll maps, interactive exercises, presentation and collateral materials.

This task includes the following items:

- Meeting Plan
- Outreach (press release, social media posts, email invitation and reminder, direct mail invitation)
- Website update content document
- Meeting Materials (presentation, 11x17 handout, up to 8 display boards, interactive exercises, 10 table top scroll maps, comment forms, presentation collateral materials)

This task includes the following assumptions:

- AAMPO will be responsible for providing the venue.
- AAMPO will be responsible for distributing the press release and posting social media.
- AAMPO will be responsible for posting the website update.
- HDR will have up to three (3) staff attend the Alternatives/Strategy Open House.
- Assumes the Alternatives/Strategy Open House will be no more than 2 hours in length and held during the early evening.
- No refreshments will be provided.

Subtask 7.6 – Alternatives/Strategies On-Line Open House

HDR will develop an interactive online meeting that will expand the reach of the Alternatives/Strategies Open House and provide an opportunity for the public to provide their input online at any time. The Arc GIS storymap online meeting will be hosted using ESRI and will replicate the in-person public meeting, using the display boards content with supplemental text, Zoho comment mapping tool and videos, if desired. The online meeting will also have a Zoho form to submit feedback regarding the vision.

HDR will conduct a planning, design, and development process in tandem with the open house as follows:

1. Develop content for AAMPO review
2. Develop and launch Arc GIS storymap site

This task includes the following items:

- One (1) content document of the online meeting
- One (1) online meeting mockup

This task includes the following assumptions:

- Assume one week of review for content and storymap site.

Exhibit A

Deliverables:

- *Alternatives and Strategies Development Technical Memorandum (Subtasks 7.12-7.4)*
- *Alternative/Strategies Open House and Online Meeting*

Assumptions:

- *One round of review (electronic) by the AAMPO for up to two weeks on the draft alternative and strategies development technical memorandum and up to one week on the final.*

Exhibit A

TASK 8: ALTERNATIVES PROJECT ANALYSIS & FINANCIAL PLAN

Subtask 8.1 – Alternatives Prioritization

HDR will code and run the 2045 roadway and transit capacity alternatives in the TDM, built off of the E+C model. HDR will analyze the alternatives and strategies utilizing performance measures and feasibility. The prioritization will be tailored based on staff, the Technical Committee and public input. The alternatives will be prioritized into tiers of priorities.

Subtask 8.2 – Develop a Financial Plan

HDR will develop a financial plan that accounts for all projects and strategies in the LRTP using the future funding estimates identified in subtask 6.3. State and Federal funding levels on the state system will be included to the level that Iowa DOT provided funding information.

Subtask 8.3 – Develop Short-Term, Mid-Term and Long-Term Plan

HDR will develop a short-term, mid-term and long-term plan for the projects and strategies. HDR will create the 2045 LRTP model by coding in all of the fiscally-constrained 2045 LRTP network and route projects.

Subtask 8.4 – Environmental Mitigation

HDR will develop documentation that is a cursory overview of the potential environmental mitigation activities and provide guidance and materials to the AAMPO staff to agency consultation for their ability to comment on potential improvement activities in the area. This task will include development map for Environmental Justice and project analysis.

Subtask 8.5 – Present to the Transportation Policy Committee

HDR will present the fiscally-constrained plan to the AAMPO Transportation Policy Committee Meeting. It is assumed that one (1) HDR staff will attend the presentation.

Deliverables:

- *Alternatives Prioritization Technical Memorandum (Subtask 8.1)*
- *Fiscally-Constrained Plan Technical Memorandum (Subtask 8.2 and 8.5)*

Exhibit A

TASK 9 - DOCUMENTATION

Subtask 9.1 – Draft LRTP

HDR will develop a concise draft LRTP which reference the technical and non-technical documents. The draft LRTP will be delivered at least 45-days before the delivery of the final version for public and agency review, as well as consultation partners, in a series of chapters. The following is a breakdown of the series:

- Series 1:
 - Chapter 1 – Introduction & Goals
 - Chapter 2 – Regional Trends
 - Chapter 3 – Existing System Performance
- Series 2:
 - Chapter 4 - Future Trends & Needs
 - Chapter 5 – Financial Plan
- Series 3:
 - Chapter 6 - Alternatives Development & Evaluation
 - Chapter 7 – Fiscally Constrained Plan
- Series 4:
 - Chapter 8 – Environmental Considerations
 - Chapter 9 – Public Engagement Process
 - Chapter 10 – FAST-Act Compliance

The series of chapters will be provided in native electronic file format.

Subtask 9.2 – Final LRTP and Executive Summary

HDR will develop a final LRTP which references the technical documents, addresses AAMPO staff comments, and fulfills all Federal requirements of 23 CFR §450.324 as it relates to the development of a “Metropolitan Transportation Plan.” The final LRTP document will be delivered at least two weeks before the last Ames Area MPO Transportation Policy Committee before October 12, 2020. The document will be provided in electronic format (native file format and a high-quality resolution Portable Document Format (PDF)). HDR will also provide the electronic files of the document maps and illustrations:

- maps in electronic format (ESRI ArcMap with shapefiles)
- illustrations in electronic format (Adobe Photoshop, Illustrator, or other editable file types)

Subtask 9.3 –Present to Transportation Policy Committee

HDR will present the draft plan at the AAMPO Transportation Policy Committee Meeting. It is assumed that one (1) HDR staff will attend the presentation.

Deliverables:

- *Draft Plan Document*
- *Final Plan Document & Executive Summary*

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details,

Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. OWNER retains ownership of all such documents. CONSULTANT may retain copies of the documents for its information and reference in connection with the project. None of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15. ALLOCATION OF RISK

OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

EXHIBIT C
COMPENSATION

Exhibit C

**Ames Area Metropolitan Planning Agency
2045 Long Range Transportation Plan Update
6/19/2019**

HDR STAFF HOUR TABULATION

TASK	PM	Sr. Tran Plan	Eng II / PI Lead Sr. Env	Eng I / Plan II / GIS	Plan I / PI Coor	PI Designer	Engineer Intern	Control.	Total	
0.0 Project Management										
0.1 General Project Management	216	88			88			12	404	\$72,283
	216	88	0	0	88	0	0	12	404	\$72,283
1.0 Project Initiation										
1.1 Develop Project Management Plan	4	4	5		25	20		4	62	\$6,498
	4	4	5	0	25	20	0	4	62	\$6,498
2.0 Data Collection										
2.1 GIS Files		1		8	2				11	\$1,188
2.2 Traffic Data		1		4	12				17	\$1,540
2.3 Crash Data		1		2	12				15	\$1,329
2.4 Transit Data		1							1	\$188
2.5 Bicycle/Pedestrian Data		1							1	\$188
2.6 Pavement & Bridge Data		1		8	4				13	\$1,343
2.7 Study Reports		2			12				14	\$1,306
2.8 Community Transportation Survey	4	4	2		20	20			50	\$5,173
	4	12	2	22	62	20	0	0	122	\$12,254
3.0 Existing System Performance										
3.1 Existing Region Profile	2	4		8	20				34	\$3,585
3.2 Highway and Major Roadway Evaluation	4	8	8	16	60		80		176	\$16,797
3.3 Public Transportation Evaluation	2	4							6	\$1,190
3.4 Bicycle/Pedestrian Evaluation	2	4							6	\$1,190
3.5 Regional Connections Evaluation	2	6			24				32	\$3,426
3.6 System Performance Report	6	10		16	24	20			76	\$8,464
	18	36	8	40	128	20	80	0	330	\$34,652
4.0 Visioning, Goals, Objectives and Performance Measures										
4.1 Website	4	8	10		70	80			172	\$16,057
4.2 Overall Branding	2	4	10		25	40			81	\$7,939
4.3 Informational Video	8	6	12		40	80			146	\$14,506
4.4 Visioning Open House Meeting	16	30	16		80	50			192	\$21,839
4.5 Visioning Online Open House	8	4	15		40	40			107	\$11,102
4.6 Vision Statement	4	4			2				10	\$1,784
4.7 Goals & Objectives	4	8			16				28	\$3,620
4.8 Performance Measures	4	16			40				60	\$6,984
4.9 Present to Policy Committee	8	8							16	\$3,257
4.10 Goal Area Sub-Brands	2	4	2		8	20			36	\$3,804
4.11 Goal Area Information Video	8	4	10		40	90			152	\$14,716
	68	96	75	0	361	400	0	0	1000	\$105,609
5.0 Travel Demand Model Development and Application										
5.1 Base Year Model Development		16		72					88	\$10,608
5.2 Future Year 2045 Model Development		8		56					64	\$7,416
	0	24	0	128	0	0	0	0	152	\$18,024
6.0 Future System Performance										
6.1 Future System Performance Evaluation	4	12		16	32		24		88	\$9,396
6.2 Identify Potential Impactful Trends/Tech	8	32			16				56	\$9,008
6.3 Future Project Federal Funding Sources	4	12			32				48	\$5,612
	16	56	0	16	80	0	24	0	192	\$24,016
7.0 Alternatives & Strategy Development										
7.1 Multimodal Alternatives and Strategies Dev	8	8			40				56	\$6,357
7.2 Refine Roadway Alternatives	4	8					64		76	\$7,965
7.3 Refine Transit Alternatives	2	4							6	\$1,190
7.4 Refine Bicycle/Pedestrian Alternatives	2	4							6	\$1,190
7.5 Alternatives/Strategies Open House	16	12	8	12	80	32			160	\$17,078
7.6 Alternatives/Strategies On-Line Open House	8	4	8		40	40			100	\$10,142
	40	40	16	12	160	72	64	0	404	\$43,923
8.0 Alternatives Project Analysis & Financial Plan										
8.1 Alternatives Prioritization	4	12		40	24				80	\$9,215
8.2 Develop Financial Plan	4	8			24				36	\$4,240
8.3 Develop Short, Mid and Long Term Plan	2	8		24	12				46	\$5,406
8.4 Environmental Mitigation	4	8	24		40				76	\$8,771
8.5 Present to Transportation Policy Committee	12								12	\$2,630
	26	36	24	64	100	0	0	0	250	\$30,262

Exhibit C

9.0 Documentation

9.1 Draft LRTP

Series 1	4	24		40	6			74	\$9,004
Series 2	4	16		24	6			50	\$6,260
Series 3	4	24		32	6			66	\$8,384
Series 4	4	24		40	6			74	\$9,004

9.2 Final LRTP and Exective Summary

	8	16	6		70	6			106	\$11,525
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9.3 Present to Transportation Policy Committee

	8								8	\$1,753
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	32	104	6	0	206	30	0	0	378	\$45,930
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TOTAL HOURS

	424	496	136	282	1210	562	168	16	3294
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**Ames Area Metropolitan Planning Agency
2045 Long Range Transportation Plan Update**

HDR FEE SUMMARY

I. ESTIMATED DIRECT LABOR

CLASSIFICATION	TOTAL HOURS	HOURLY RATE	DIRECT LABOR COST
Project Manager	424	\$76.61	\$32,483
Senior Transportation Planner	496	\$65.70	\$32,587
Engineer II / PI Lead / Senior Environmental Scientist	136	\$47.92	\$6,517
Engineer I / Transportation Planner II / GIS	282	\$36.90	\$10,406
Transportation Planner / PI Coordinator	1210	\$27.09	\$32,779
Public Involvement Designer	562	\$30.06	\$16,894
Engineer Interns (EI)	168	\$30.50	\$5,124
Controller	16	\$46.02	\$736
TOTAL DIRECT LABOR COST	3294		\$137,526

II. Payroll Burden and OH Costs (Prime Only)

Overhead =	155.44%	\$213,770
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III. Direct Project Expenses

	QUANT	UNIT	UNIT COST	TOTAL COST
General Photocopies	1000	Sheets	\$0.08	\$80
Travel Rental Car	12	Day	\$100.00	\$1,200
Travel -Per Diem	21	Day	\$55.00	\$1,155
Travel - Hotel	9	Day	\$94.00	\$846
Travel - Airline	2	Trips	\$800.00	\$1,600
Plots - 11x17	200	Sheets	\$0.08	\$16
Plots - 11x17 Color	200	Sheets	\$0.27	\$54
Zoho	2	Years	\$240.00	\$480
Video Narration	1	Lump Sum	\$500.00	\$500
Display Boards	25	Each	\$85.00	\$2,125
Handouts	400	Each	\$1.80	\$720
Website Domain	1	Each	\$40.00	\$40
ETC Institute	1	Lump Sum	\$15,000	\$15,000
Facilities Cost of Capital	\$137,526	Direct Labor	0.55250%	\$760
TOTAL ESTIMATED DIRECT EXPENSE				\$24,576

IV. Estimated Actual Costs (I + II + III), Rounded

\$375,872

V. FIXED FEE

12% x (I + II) - FCOC

\$41,396

VI. Unauthorized Contingency (0% x (I + II + III))

\$0

VII. Subconsultant Expenses

Nelson\Nygaard	\$77,641
TOTAL SUBCONSULTANT EXPENSES	\$77,641

**VIII. Cost Plus Fixed Fees Agreement Total (IV + V + VI + VII)
(Maximum Amount Payable)**

\$494,909

Exhibit C

Deliverables Fixed Fee Table

Task(s)	Deliverable	HDR Labor	HDR Expense	N\N Labor	N\N Expense	Total
0.1	**Monthly progress reports, invoices, meeting notes	\$72,283	\$1,063	\$2,962		\$76,308
1.1	Project Management Plan	\$6,498	\$0	\$1,910		\$8,408
2.1 - 2.7	Data Collection Technical Memorandum	\$7,081	\$0	\$10,745	\$985	\$18,811
2.8	Community Transportation Assessment Survey	\$5,173	\$15,000	\$0		\$20,173
3.1	Existing Regional Profile Tech Memo	\$3,585	\$0	\$0		\$3,585
3.2 - 3.6	Existing System Performance Tech Memo	\$31,068	\$0	\$23,861		\$54,929
4.1 - 4.3	Initial Engagement Products	\$38,502	\$1,020	\$0		\$39,522
4.4, 4.5	Visioning Open House and Online Meeting	\$32,941	\$3,247	\$0		\$36,188
4.6 - 4.9	Goals, Objectives, PM Tech Memo	\$15,645	\$222	\$0		\$15,867
4.10, 4.11	Goal Area Engagement Products	\$18,521	\$0	\$0		\$18,521
5.1	Base Year Model Development	\$10,608	\$0	\$0		\$10,608
5.2	Future Year 2045 Model Development	\$7,416	\$0	\$0		\$7,416
6.1, 6.2	Future System Performance Tech Memo	\$18,404	\$0	\$4,313		\$22,717
6.3	Future Funding Evaluation Tech Memo	\$5,612	\$0	\$0		\$5,612
7.1 - 7.4	Draft Alt & Strat Development Tech Memo	\$16,703	\$0	\$26,544	\$985	\$44,232
7.5, 7.6	Alt / Strat Public Open House & Online Mtg	\$27,220	\$2,822	\$4,351	\$985	\$35,378
8.1	Alternatives Prioritization Tech Memo	\$9,215	\$0	\$0		\$9,215
8.2 - 8.5	Fiscally-Constrained Plan Tech Memo	\$21,047	\$222	\$0		\$21,269
9.1	Draft LRTP - Series 1	\$9,004	\$0	\$0		\$9,004
9.1	Draft LRTP - Series 2	\$6,260	\$0	\$0		\$6,260
9.1	Draft LRTP - Series 3	\$8,384	\$0	\$0		\$8,384
9.1	Draft LRTP - Series 4	\$9,004	\$0	\$0		\$9,004
9.2, 9.4	Final LRTP / Executive Summary & Present to Policy Comm	\$13,278	\$222	\$0		\$13,500
TOTAL:		\$393,452	\$23,816	\$74,686	\$2,955	\$494,909

** Item billed quarterly