

**COUNCIL ACTION FORM**

**SUBJECT: 2022/23 TRAFFIC SYSTEM CAPACITY IMPROVEMENTS - 190<sup>th</sup> ST CORRIDOR STUDY**

**BACKGROUND:**

The Ames Area MPO’s 2045 Metropolitan Transportation Plan, Forward 2045, identified the need for a study of the 190<sup>th</sup> Street corridor from GW Carver Ave to US 69 (see Figure 1 below showing study limits). The purpose of the study is to evaluate current and future traffic operations and develop potential solutions to address current and anticipated future traffic operational deficiencies.

Story County, the City of Ames, and the Ames Area MPO have received feedback that traffic operations along 190<sup>th</sup> Street, particularly at the intersection of 190<sup>th</sup> Street and Hyde Avenue, have begun to deteriorate in recent years due to new residential developments in the area, and significant delays and perceived safety issues are being experienced, particularly during peak hours.

To provide an interim solution, the City of Ames and Story County jointly funded the installation of a temporary signal at the intersection of 190<sup>th</sup> Street and Hyde Avenue in October 2021, which has thus far improved traffic operations. However, with anticipated further development in this area, traffic volumes are expected to continue to grow along the corridor and longer-term solutions should be evaluated for the 190<sup>th</sup> St corridor in this region to accommodate that growth.



Figure 1. Study Limits

Earlier this year, the Ames Area MPO included this study in its Federal Fiscal Year (FFY) 2023 Transportation Planning Work Program (TPWP) as a special study. **The FFY23 TPWP allocated \$52,000 in MPO planning funds for this study with \$13,000 as the local match from the City of Ames as the local sponsor, providing a total project budget of \$65,000. The City of Ames shows this project in its 2022-23 Capital Improvements Plan (CIP) within the Traffic System Capacity Improvements Program, with the \$13,000 local match coming from Road Use Tax funds.**

**CONSULTANT SELECTION:**

Following applicable federal and state mandated purchasing requirements, to allow use of federal planning funds, the City of Ames solicited a Request for Proposals (RFP) for the study. A total of seven (7) proposals were received. Each of these proposals were evaluated and ranked by a project selection team consisting of Ames Area MPO, City of Ames, and Story County engineering staff. Listed below are the criteria used for scoring the proposals (note that federal requirements prohibit cost from being considered in the criteria; cost is only negotiated with the selected firm):

<u>Scoring Criteria:</u>	<u>Points</u>
Project Understanding & Approach:	25
Project Team & Key Personnel:	25
Previous Experience:	20
Understanding of Study Area/Ames:	10
Ability to Perform Work:	10
Responsiveness:	10

The scores for the received proposals, utilizing the above criteria, are as follows:

Rank	Firm	Score
1	Bolton & Menk, Inc.	91
2	SRF Consulting Group, Inc.	89
3	Strand Associates, Inc.	89
4	WHKS & Co.	85
5	Shive-Hattery, Inc.	82
6	Felsburg Holt & Ullevig, Inc.	81
7	Snyder & Associates, Inc.	80

Given the above rankings, **staff has negotiated a contract with the highest ranked firm, Bolton & Menk, Inc. of Ames, Iowa.** The contract cost for the services negotiated with Bolton & Menk is in an amount not to exceed \$64,900.

**STUDY SCOPE:**

The key services the consultant will perform include the following:

1. Evaluate existing conditions (vehicle traffic counts, vehicle speeds, crash data, bicycle and pedestrian usage, multi-modal origin-destination behavior, railroad crossing delay).
2. Forecast traffic to years 2030 and 2045, utilizing the Regional Travel Demand Model.
3. Provide a detailed inventory of existing setbacks, right-of-way, and roadway configuration along the corridor.
4. Conduct an access control review including recommendations for future development access and street spacing along 190<sup>th</sup> Street.
5. Develop and refine corridor alternatives by utilizing traffic modeling in coordination with City of Ames, Story County staff, Iowa DOT staff.
6. Provide planning-level cost estimates, conceptual layouts, estimated vehicle emissions, and a 20-year life-cycle cost-benefit analysis for the two refined build alternatives.
7. Provide support for a public open house.
8. Develop a report detailing the study's findings, including a presentation of the draft report to the Ames Area MPO Transportation Policy Committee for feedback.
9. Finalize the report, including a final estimated cost and desired timeline for implementation for the recommended alternative.

#### **ALTERNATIVES:**

1. Approve the professional services agreement for the 2022/23 Traffic System Capacity Improvements - 190<sup>th</sup> St Corridor Study (GW Carver Ave to US 69) project with Bolton & Menk, Inc., of Ames, Iowa, in an amount not to exceed \$64,900.
2. Direct staff to negotiate an agreement with another firm.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

The need for this study was originally identified in Forward 2045 and the results from this study will provide direction in programming future capital projects. Based on the multi-agency staff evaluation, Bolton & Menk, Inc. will provide the best value for this study.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

**AGREEMENT FOR PROFESSIONAL SERVICES**

**190<sup>TH</sup> STREET CORRIDOR STUDY – GW CARVER TO US 69**

**CITY OF AMES, IA and BOLTON & MENK, INC.**

This Agreement, made this 8<sup>th</sup> day of September, 2022 by and between CITY OF AMES, 515 Clark Avenue, Ames, IA 50010, (“CLIENT”), and BOLTON & MENK, INC., 1519 Baltimore Drive, Ames, IA 50010 (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with PREPARING A CORRIDOR STUDY FOR 190<sup>TH</sup> STREET FROM GEORGE WASHINGTON CARVER AVENUE TO US 69. This study will provide an in-depth analysis of traffic operations, safety, physical constraints, and bicycle/pedestrian usage along the 190th Street Corridor, then develop alternative improvement strategies and concepts to best facilitate future development and traffic (Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION 1 - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A, Attachment A (Certification Regarding Debarment, Suspension, and Other Responsibility Matters), Attachment B (Certification of Consultant), and Attachment C (Certification of Owner).
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

**SECTION 2 - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### **SECTION 3 - COMPENSATION FOR SERVICES**

#### **A. FEES.**

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. Total cost of services shall not exceed \$64,900.00 without the prior consent of CLIENT. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The CONSULTANT agrees to reimburse the CLIENT for possible overpayment determined by final audit.
2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the Not-to-Exceed Fee on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2022. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey

stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A and as allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2.

## B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

## SECTION 4 - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. The CONSULTANT shall comply with all Federal,

State and local laws and ordinances applicable to the work performed under this Agreement. No warranty, express or implied, is made.

Deliverables prepared under this Agreement shall be considered complete once reviewed by OWNER and approved by OWNER (Exhibit A). In the event that the work product prepared by the CONSULTANT under this Agreement is found to be in error and revision or reworking of the work product is necessary, the CONSULTANT agrees that it shall do such revisions without expense to the Owner and in accordance with the scope of work set forth herein, even though final payment may have been received. The CONSULTANT will give prompt attention to these changes and use its commercially reasonable efforts to insure minimum delay to the project schedule. The above and foregoing is not to be construed as a limitation of the OWNER'S right to seek recovery of damages for negligence on the part of the CONSULTANT herein.

The work under this Agreement, including Additional Work and any change in the scope of work pursuant to Section 4.B. is subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the CONSULTANT and the CLIENT, and to participate in the review or examination of the work in progress as well as any final deliverable.

#### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

#### C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.

3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.



5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the

CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

#### H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

#### J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

## K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
  - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

## L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
  - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
  - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of

Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

#### M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### N. CONTINGENT FEE

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 it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

#### P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

#### Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

#### R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

U. CONFLICT OF INTEREST

The CONSULTANT certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are located in the City of Altoona or which will directly benefit or be affected by the Project. Furthermore, the CONSULTANT agrees that it will not acquire interest in any real estate or development proposals or accept a contract with any client owning real estate or having a development proposal in the City of Altoona or which will be directly affected or benefitted by the Project without first notifying and discussing said interest or contract with the CLIENT.

The CONSULTANT shall not engage the services of any current employee of the CLIENT or the Iowa DOT unless it obtains the approval of the CLIENT or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The CONSULTANT shall not engage the services of a former employee of the CLIENT or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the CONSULTANT shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

V. ENDORSEMENT ON PLANS

The CONSULTANT and its SUBCONSULTANTS shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: \_\_\_\_\_

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Matthew Ferrier, P.E.  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address for giving notice:  
\_\_\_\_\_

Address for giving notice:  
\_\_\_\_\_

1519 Baltimore Drive

Ames, Iowa 50010

CLIENT's Representative with authority for ordering engineering services and transmitting instructions:  
\_\_\_\_\_  
\_\_\_\_\_

**Iowa Department of Transportation**  
Accepted for FHWA Authorization\*

By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this agreement is acceptable for FHWA authorization of Federal funds.

Attachments:

Exhibit A Basic Services

Exhibit B Schedule of Fees

Attachment A Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment B Certification of Consultant

Attachment C Certification of Owner

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**EXHIBIT A**



**EXHIBIT A  
SCOPE OF SERVICES  
FOR  
190TH STREET CORRIDOR STUDY**

**DESCRIPTION OF PROJECT**

The City of Ames (**CITY**) has initiated the 190th Street Corridor Study to analyze the impact of anticipated growth and development in the area. This project will provide an in-depth analysis of traffic operations, safety, physical constraints, and bicycle/pedestrian usage along the 190th Street Corridor, then develop alternative improvement strategies and concepts to best facilitate future development and traffic. This corridor study will focus on 190th Street from US 69/Grand Avenue to George Washington Carver Road.

Bolton and Menk, Inc. (hereby referred to as **CONSULTANT**) shall provide professional services required to prepare a traffic engineering study to identify long-term and short-term roadway improvements to address safety concerns, multi-modal traffic operations and flow, access control, and anticipated traffic changes based on the existing and future adjacent land development. Recommendations from the data collection and analysis shall include street cross-section improvements, intersection improvements, multi-modal improvements, prioritized infrastructure improvement projects, right-of-way impacts, access control opportunities, and estimated probable costs.

**1.0 PROJECT/CONTRACT MANAGEMENT**

**A. Monitoring Project Schedule**

The **CONSULTANT** shall prepare and submit monthly project status that include schedule updates (1-page) via email, outlining the following activities during the reporting period: activities completed during the prior month, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, the **CONSULTANT** shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update shall include a list of requested information from the **CITY** with a desired response date noted to avoid delay of the **CONSULTANT**'s services.

**B. Monitoring Project Scope**

The **CONSULTANT** shall identify, schedule and assign all project tasks, being cognizant of each task's relation to one another, and coordinate them with all entities associated with the project. The **CONSULTANT** shall inform the **CITY** of any additional services requested by the **CITY** that were not included in the scope of services contract approved by the **CITY** for this project. It shall be the responsibility of the **CONSULTANT** to inform the **CITY** of any potential amendments to the contract before the services are rendered. This notice shall occur prior to any extra services being performed. Only those services included in the Agreement or added by written amendment, executed by both parties, are eligible for compensation.

**C. Quality Assurance/Quality Control Plan**

The **CONSULTANT** shall develop a Quality Assurance/Quality Control Plan, and designate staff responsibility for implementation of the Plan, and perform ongoing review of the design plan preparation process for completeness and quality to minimize design errors/omissions and construction conflicts.

**D. Invoice Processing and Review**

The **CONSULTANT** shall create, review and process invoices, not more than on a monthly basis, verifying they meet **CITY** payment requirements and verifying all necessary information required for payment is included. The **CONSULTANT** shall coordinate with **CITY** staff, as necessary, and answer any questions regarding invoices and verify the percentage of work complete on the project is consistent

with the percentage of work invoiced. Services provided as part of this task shall include all other general project administration necessary to complete the project.

## **PROJECT MANAGEMENT, COORDINATION, AND MEETINGS**

### **A. Project Review Meetings**

The **CONSULTANT** shall meet with the **CITY** through ongoing discussions and regularly scheduled check-in meetings with city staff to keep the project on track, including up to four total project team review meetings consisting of key staff from the city along with consultant team members.

The following meetings are included with the scope of work:

- 1) 1<sup>st</sup> to discuss existing conditions review and alternative options
- 2) 2<sup>nd</sup> with Story County to review traffic analysis results and refine preferred alternative
- 3) 3<sup>rd</sup> open house planning
- 4) 4<sup>th</sup> to present concept/costs of preferred alternative

### **B. Public Participation and Involvement**

**CONSULTANT** shall plan and prepare documents for one (1) public open house. The **CONSULTANT** shall provide the following services as part of the public open house:

- 1) One (1) pre-planning meeting with **CITY** staff.
- 2) Preparation of necessary maps, graphics, visualizations, and exhibits showing the proposed improvements.
- 3) Preparation of a Project Fact Sheet (for attendees to take)
- 4) Attendance at and participation in open house.

#### **Website**

**CONSULTANT** shall provide online content and information for social media outreach up to three (3) times from October 2022 to June 2023 for **CITY** staff use on their online platforms.

#### **Input ID**

**CONSULTANT** shall prepare and administer one (1) online input ID web-based public engagement platform to gather public input about existing conditions and to present alternatives allowing stakeholders and the public to provide comments and interact in a visual, user-friendly mapping interface. Results will be collected and provided to the **CITY** for review and consideration.

### **C. Ames Area MPO Transportation Policy Committee Coordination**

The **CONSULTANT** shall hold one in-person presentation of the draft findings of the report to the Ames Area MPO Transportation Policy Committee. This presentation will take place before the report is finalized so that feedback can be gathered and applied as needed.

## **2.0 DATA COLLECTION**

The **CONSULTANT** shall collect all necessary data to complete required traffic analysis including:

- A. Speed/Daily Traffic Count Data at the following locations:
  - 1) Between Hyde Avenue and George Washington Carver Avenue
  - 2) Between Hyde Avenue and US 69/Grand Avenue
- B. 13-hour Turning Movement Count Data on 190<sup>th</sup> Street including bike/pedestrian and heavy vehicle traffic will be collected at the following locations:

- 1) US 69/Grand Avenue
  - 2) Hyde Ave/Grant Avenue
  - 3) George Washington Carver Avenue
- C. Railroad crossing delay will be collected using camera equipment placed at the crossing
- D. Review of Streetlight and Strava Metro Data
- i. StreetLight InSight will be gathered to identify corridor users and travel patterns, travel time, and compare speed data.
  - ii. Strava Metro data will be viewed to assess current multi-modal use on the existing trails in the area as applicable.
- E. Field observation of existing traffic operations
- F. Inventory of existing setbacks and ROW using available GIS and assessor information
- G. Adjacent land usage and zoning, existing and proposed (*provided by the City*)
- H. Inventory of street information and Roadway Configuration
- 1) Functional Classification
  - 2) Width, number of lanes, intersection configurations
  - 3) Posted speed limits
  - 4) On-street parking
  - 5) Existing accesses
- I. Intersection information
- 1) Traffic control
  - 2) Existing traffic signal timings (*provided by the City*)
- J. Crash Review
- 1) Review / Analyze Iowa DOT ICAT crashes in past five (5) years, 2017-2021, for the corridor
  - 2) Review / Analyze Iowa DOT ICAT crashes in past five (5) years, 2017-2021, for intersections along the corridor
  - 3) Identify crash trends
  - 4) Describe details of factors, circumstances, or conditions that resulted in injury crashes
  - 5) Areas of high crash occurrences will be further evaluated to determine potential geometric and safety related improvements
- K. Review of existing pedestrian, bicycle, and transit accommodations
- 1) Utilize the city's GIS data along with field visit to identify potential right-of-way needs to install a future trail and/or sidewalk
  - 2) Future CyRide plans for routes will be summarized as applicable
- L. Review existing area studies and City plans including:  
Several past planning efforts will be reviewed along with a discussion with Ames Economic Development Commission, Story County staff, city transportation staff, and Gilbert about known and potential development in the corridor.
- 1) Ames Plan 2040
  - 2) Forward 2045 Metro Transportation Plan
  - 3) Ames Complete Streets Plan

- 4) Story County Comprehensive Plan
- 5) Story County Trail Plan
- 6) Any other applicable past studies in area and master plans (*provided by the City*)

### **3.0 CORRIDOR STUDY ANALYSIS**

#### **A. Speed Study**

The **CONSULTANT** shall evaluate results of the speed data collected to determine the appropriate speed limit on the corridor. The **CONSULTANT** shall utilize methodology provided in NCHRP 17-76: Guidance for Setting of Speed Limits, FHWA USLIMITS2, and ITE Publication “A Model for Setting Credible Speed Limits in Urban Areas” to determine the recommended speed limit along the corridor. The **CONSULTANT** shall examine and make recommendations on measures that could be deployed to manage speed at a lower speed limit. Recommendations shall include short-term or immediate changes, if needed, as well as future changes to speed limits based on the recommended corridor concept.

#### **B. Operational Analysis**

The **CONSULTANT** shall compare existing ADT volumes with forecast ADT from the Ames Area MPO’s travel demand model. The **CONSULTANT** shall develop peak hour traffic projections for forecast years 2030 and 2040 based on the MPO’s travel demand model. The operational analysis will examine the peak school arrival and dismissal times in addition to the standard AM and PM peak hours, to choose one AM and one PM peak hour period. Operational analysis should consider intersection alternative evaluation as appropriate. The **CONSULTANT** shall use both Vistro and Synchro/SimTraffic, traffic modeling software to maximize the potential of both software packages. SIDRA software shall be used to evaluate proposed roundabout locations.

The **CONSULTANT** shall analyze the following scenarios:

- 1) Existing
- 2) Interim year, No-Build (2030 traffic volumes)
- 3) Interim year with proposed corridor geometric improvements (2030 traffic volumes)
- 4) Future year, No-Build (2045 traffic volumes)
- 5) Future year with proposed corridor geometric improvements (2045 traffic volumes)

The measures of effectiveness used to evaluate the operational effectiveness will include delay, Level-of-Service and queue length at individual intersections.

The **CONSULTANT** shall evaluate the existing roadway section and make recommendations based upon the intersection evaluations and projected future daily traffic. Signal and Turn Lane Warrant Analysis for proposed / recommended traffic control changes will be performed using the MUTCD, NCHRP 745, and NCHRP 457.

#### **C. Safety Analysis**

The **CONSULTANT** shall use the Highway Safety Manual methodologies, CMF Clearinghouse, and the Iowa DOT CRF List. to evaluate and assess safety countermeasures to inform recommendations for intersection and roadway configurations and treatments to address safety issues. The **CONSULTANT** shall review the Iowa DOT’s Potential Crash Reduction (PCR) database to compare the study intersections to other similar intersections in the state of Iowa. The **CONSULTANT** shall provide recommendations based on the data collected and findings to further inform and confirm the recommendations for intersection and roadway configurations/treatments. Additional emphasis will be placed on non-motorists safety.

#### **D. Access Control Review**

The **CONSULTANT** shall provide recommendations for future street spacing along 190th Street based upon access management best practices and local access ordinances and planning documents.

#### **E. Multi-Modal Review**

The **CONSULTANT** shall assess pedestrian LOS/delay, based on the 2010 Highway Capacity Manual, for three study intersections for the different alternatives. The traffic counts collected, along with StreetLight InSight, and Strava data available will be used to determine how many pedestrians and bicyclists are present today and estimate how these trends will change as the area develops.

Potential treatments for uncontrolled midblock locations and intersections, using FHWA's STEP Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations and other recognized design guidance will be applied.

### **4.0 TECHNICAL REPORT AND DELIVERABLES**

#### **A. Technical Report**

The **CONSULTANT** shall provide a technical report documenting the results of the data collection, field observation, existing roadway configuration, setbacks and ROW inventory, crash analysis, speed study, operational analysis, and safety analysis for the project corridor. The technical report shall include geometric improvement recommendations, multi-modal recommendations, intersection alternative analysis, preferred conceptual layouts, prioritized project/phasing plan, access management recommendations, estimated probable costs of the proposed improvements, and an implementation timeline.

#### **B. Concept Design**

The **CONSULTANT** shall develop a concept plan based on the speed study, operational analysis, safety analysis, access control review, and multi-modal review. The **CONSULTANT** shall develop a working concept design for the corridor. The concept design shall consider different intersection alternatives, as needed. For planning purposes the **CONSULTANT** shall anticipate two (2) full concept alternatives. The Technical Report shall include alternative analysis to determine a preferred concept plan. The concept design shall include a prioritized project/phasing plan, estimated probable costs, and implementation timeline to help guide the **CITY**'s future Capital Improvement Program (CIP).

#### **C. Emissions Calculations**

The **CONSULTANT** shall perform emissions calculations for the two build alternatives and a 20-year life-cycle cost-benefit for the two build alternatives will be summarized in this report using outputs from Synchro/Sim Traffic.

## **D. Deliverables**

The **CONSULTANT** shall provide the following deliverables:

- 1) Public Involvement Summary with Results
- 2) Draft and Final Technical Report (to be provided electronically in PDF format)
- 3) Preliminary construction cost/project cost estimate for phased corridor improvements
- 4) Preferred concept design (to be provided electronically in PDF format and CAD linework)
- 5) Implementation Timeline
- 6) Turning Movement Count and Speed/Volume Data Collected
- 7) Synchro Traffic Model Files

## **SCHEDULE**

The **CONSULTANT** shall meet the deadlines as listed below. This schedule was prepared to include reasonable allowances for review and approval times required by the **CITY**. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project or delays beyond the control of the **CONSULTANT**:

Notice to Proceed – September 27, 2022

Project Kick-Off Meeting – October 2022

Data Collection and Site Observation – October 2022 to November 2022

Input ID platform Open to Public (30 days) – November 2022

Existing Conditions Review and Operations Analysis – November 2022 to December 2022

Project Team Mtg #2 with Story County – December 2022

Alternatives Development and Analysis – December 2022 to January 2023

DOT Comment Period – January 2023 to February 2023

Project Team Mtg #3 (open house planning) – January 2023

Public Open House – February 2023

Input ID with Alternative to Public (30 days) – March 2023

Recommended Alternative & Cost Estimates – February 2023 to March 2023

Draft Technical Report – April 2023

Ames MPO Transportation Policy Committee Meeting – May 2023

Final Technical Report – June 2023

## EXHIBIT B

# 2022 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2022. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$220-295/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-235
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-250
Project Engineer/Surveyor/Planner/Landscape Architect	\$100-195
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$85-195
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$90-180
Senior Technician (Inc. Construction, GIS, Survey <sup>1</sup> )	\$100-190
Technician (Inc. Construction, GIS, Survey <sup>1</sup> )	\$80-165
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-295
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

**ATTACHMENT A**

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Story County

I Matthew Ferrier, Principal Engineer of Bolton & Menk, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(month) (year)



## ATTACHMENT B

### CERTIFICATION OF CONSULTANT

I hereby certify that I, Matthew Ferrier am a Principal Engineer and duly authorized representative of the firm of Bolton & Menk, Inc., whose address is 1519 Baltimore Drive, Ames, IA 50010, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

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Signature

---

Date

## ATTACHMENT C

### CERTIFICATION OF OWNER

I hereby certify that I, \_\_\_\_\_, am the \_\_\_\_\_ and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date