

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

THIS AGREEMENT is made as of this _____ day of _____, 20___, between City of Ames (“OWNER”) a municipal corporation, with principal offices at 515 Clark Ave, Ames, IA 50010, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Ames Area Metropolitan Planning Organization Comprehensive Safety Action Plan (“Project”);

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

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

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

SECTION I. SCOPE OF SERVICES

ENGINEER 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 ENGINEER’S services under this Agreement shall be on the basis of - cost plus fixed fee. ENGINEER’S fee will be One Hundred Twenty-Four Thousand, Nine Hundred Five Dollars (\$124,905). OWNER authorization is required for the ENGINEER compensation to exceed the stated fee of \$124,905. Cost shall be an amount equal to salary cost times a factor of 2.5794. Reimbursable expenses incurred in connection with such services shall be in addition to ENGINEER’S compensation.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

Cost-Plus-Fixed Fee shall mean Cost plus a Fixed Fee.

Cost, as used in "Cost-Plus-Fixed Fee," shall mean Direct Labor Cost plus Overhead Costs, plus Reimbursable Expense.

Overhead Costs, as used in "Cost-Plus-Fixed Fee," shall mean indirect costs which include payroll and administrative expenses. For this Agreement, overhead costs shall be (One-Hundred Fifty-Seven and ninety-four hundredths) percent (157.94%) of Direct Labor Cost.

Fixed Fee shall mean a fixed amount of fee that is added to the Cost in a Cost-Plus-Fixed Fee basis of payment. The sum of Cost and Fixed Fee shall be the compensation for the Scope of Services. The Costs may vary, but the Fixed Fee shall remain the same provided the Scope of Services does not change.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time periods(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'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 ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

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

CITY OF AMES, IOWA

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: Matthew B Tondl

TITLE: Sr Vice President

ADDRESS: 1917 S 67th Street

Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

SCOPE OF SERVICES AMES AREA METROPOLITAN PLANNING ORGANIZATION COMPREHENSIVE SAFETY ACTION PLAN

TASK 1: PROJECT MANAGEMENT AND INITIATION

1.1 General Project Management

HDR will provide overall project management, project oversight and administration on the project including internal coordination and development of monthly progress reports and invoices. HDR will also conduct calls spaced each two weeks with AAMPO staff to discuss progress and upcoming work.

HDR will conduct up to six (6) coordination meetings with the AAMPO Technical Committee as schedule milestones dictate.

Deliverables:

- Monthly progress reports, invoices, meeting notes / action items

Assumptions:

- *Assumes a 15-month schedule*
- *Assumes up to six (6) AAMPO Technical Committee meetings*
- *HDR will have up to one (1) staff participate on the bi-weekly calls*
- *HDR will have up to two (2) staff participate in the AAMPO Technical Committee meetings*

1.2 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 within the project management plan that identifies the quality control process and the documents to be reviewed.
- Public Engagement Plan, Contact and Comment Management
 - HDR will develop a public engagement plan that identifies key messages, communication tools and techniques and develops the social media strategy and contact and comment management.

Deliverables:

- Project Management Plan
- Public Engagement Plan

Exhibit A

Assumptions:

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

TASK 2: DATA COLLECTION

This task involves obtaining and collecting relevant information and data for use during the study. Due to the significant overlap with 2050 MTP project – the data collection for the CSAP will primarily include effort to update documentation of data collected by the 2050 MTP project and effort for data required in the CSAP not necessary for the MTP.

2.1 GIS Files [Minor Updates for CSAP]

It's assumed that the CSAP can use much of the data already collected for the MTP, including the most recent Geographic Information System (GIS) files from the AAMPO (or via publicly available sources) 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
- Sidepaths, trails, and bike routes
- Census / Justice 40 / Equitable Transportation Communities demographic layers

HDR will further gather GIS data that would be specific to CSAP development.

2.2 Traffic Data [Retained for Reference]

It's assumed the MTP-collected data will include 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)

2.3 Crash Data [Retained for Reference]

It's assumed the MTP-collected data will include the most recent crash data from the Iowa DOT's crash database (5-years). Data will include crash event, vehicle, and person tables. HDR will also gather Iowa DOT developed PCR data for the MPO boundary area.

2.4 Transit Data [Retained for Reference]

It's assumed the MTP-collected data will include available performance and GIS data from the FY2025-2029 Passenger Transportation Plan (PTP) and CyRide.

2.5 Bicycle / Pedestrian Data [Retained for Reference]

It's assumed the MTP-collected data will include the existing bicycle and pedestrian networks from available GIS data and files available from the *Walk Bike Roll Ames* plan. This data will form the basis of maps of the walking and bicycling networks.

Exhibit A

2.6 Study Reports

HDR will obtain reports and plans from relevant and recent studies conducted by the AAMPO and other relevant agencies. The 2023 Iowa Strategic Highway Safety Plan, 2023 VRU Safety Assessment and Iowa DOT Systemic Bicycle and Pedestrian Safety Analysis, and any past county / local road safety plans organized by the Iowa DOT that overlap the AAMPO boundary will be collected for use in the CSAP.

Deliverables:

- Input to the MTP Data Collection Technical Memorandum – which will be a brief summary of the data collected and a list of sources.

Assumptions:

- One round of review (electronic) by the AAMPO for up to one week on the data collection memorandum.

TASK 3: LEADERSHIP COMMITMENT & GOAL SETTING

This task involves projecting a leadership-supported plan adoption resolution and timeframe for the significant reduction of fatalities and serious injuries on the transportation system. Leadership in the definition of the Safe Streets and Roads for All program is an elected, executive official (e.g. mayor) or in the case of a region an elected, executive committee like the AAMPO transportation planning committee.

3.1 Fatality and Serious Injury Forecasts

HDR will develop a trendline projection of fatality plus serious injuries based on 5-10 years of historical trends for the region – which is anticipated to show a minimal to modest reduction in fatalities and serious injuries that would still take a substantial amount of time to trend to zero. HDR will then develop up to three (3) potential scenarios for the AAMPO region to reflect potential paths to a significant reduction in fatalities and serious injuries. In response to AAMPO feedback, two of the three potential scenarios will be dropped and a single scenario will be advanced for inclusion in the CSAP and leadership resolution. Up to one (1) round of minor updates is assumed for the preferred fatality and serious injury forecast; with final forecasts being documented in the CSAP.

3.2 Resolution Template

HDR will develop one (1) draft resolution template for AAMPO to seek member jurisdiction leadership commitments to the CSAP. Up to one (1) round of comments will be received and incorporated to create one (1) final resolution template. Note: it is assumed that beyond drafting the resolution template, the execution of formal resolutions is the responsibility of the jurisdictions – not the consultant team.

3.3 Safety Leadership Workshop

HDR will plan one safety leadership workshop of up four (4) hours in duration to encourage community leadership of transportation safety. HDR will work with AAMPO to organize one morning or afternoon targeted to the attendance of the transportation policy committee. At AAMPO's discretion, community leaders and leaders of other area organizations may be invited to the workshop. The HDR team will present the Safety

Exhibit A

System Approach, Task 3.1 Fatality and Serious Injury Forecasts, Task 3.2 Resolution Template, and *Task 6.1 Community Engagement Plan*. Up to three (3) HDR staff will attend and facilitate the workshop.

Deliverables:

- Resolution Template
- Materials for / Summary of Safety Leadership Workshop [Include Fatality & Serious Injury Forecasts]

TASK 4: PLANNING STRUCTURE

HDR will work with the AAMPO to formalize a planning structure or task force to oversee the progress of CSAP development and work toward CSAP implementation beyond the consultant planning support.

4.1 Coordination with the MPO Technical Advisory Committee

HDR will develop up to six (6) updates on CSAP progress to provide at TAC meetings at key project phases. One (1) HDR staff will join up to six (6) TAC meetings to share the project update and gather plan feedback. Attendance at TAC meetings is assumed to be virtual for up to one (1) hour. In-person attendance may be possible if staff are present in Ames for other tasks.

4.2 Standalone Safety Committee Meetings

HDR will work with AAMPO staff to develop a Safety Committee representing the 5Es [engineering, education, enforcement, EMS, everyone – sometimes there is a sixth E for equity] of safety. AAMPO will provide a contact list of potential safety committee members for HDR to contact to request to join the safety committee. HDR will plan, schedule, facilitate, and document up to six (6) safety committee meetings of up to 1.5 hours in duration. Up to three (3) HDR staff will virtually attend meetings of the safety committee.

4.3 Actions of the Planning Structure

HDR will work with AAMPO staff to determine a long-term preference for the planning structure that will oversee CSAP implementation. HDR will draft a set of actions for the planning structure to support on-going activities for the first year of implementation. The draft set of actions are assumed to be documented in four (4) pages or less. Up to one (1) update of the draft set of actions is assumed.

Deliverables:

- Materials for / Summary of MPO Technical Advisory Committee meetings (up to six (6))
- Materials for / Summary of standalone safety committee meetings (up to six)
- Draft and Final set of planning structure actions (memo up to four (4) pages in length – potentially to be included in the CSAP documentation at AAMPO's discretion)

Exhibit A

TASK 5: SAFETY ANALYSIS

HDR will collect safety analysis data from the AAMPO as outlined in Task 2. The safety analysis will combine layers of data from crash records, roadway centerline and geometric data, traffic volume and user type (non-motorist counts/activity), and adjacent land use/activity and adjacent demographics to allow for insights ranging from historic crash clusters to more proactive analyses like systemic and systematic safety.

5.1 Descriptive Crash Analyses

HDR will use requested crash records from the Iowa DOT to develop table and charts reflecting breakdowns of:

- Crash Severity
- Time/Date/Cyclical/Season Patterns
- Mode and Number of Users (e.g. Motorist, Non-motorist, Truck, Motorcyclist)
- Road System
- Type of Roadway Junction/Feature
- First Harmful Event
- Crash Report stated Major Cause
- Manner of Crash/Collision

HDR will document the descriptive crash analysis in a slide deck with speakers notes. HDR will additionally document the descriptive crash analysis as part of the CSAP documentation.

5.2 Safety Data Conflation / Geographic Layer Creation

HDR will develop a procedure for conflating safety data that may include point, linear, and areal features so roadway segments and intersections form the basis of further geographic analyses to represent both amount of crash activity and proportion of the network they constitute. A draft memo of the procedure will be provided to AAMPO for review prior to completion of this sub-task to allow future AAMPO re-creation of this safety data layer(s). HDR staff will apply the safety data conflation procedure and document the meta data and summary statistics of the resulting safety data layer(s) for AAMPO review.

In this sub-task – HDR will also report the frequency and rate of crashes at up to the top twenty **(20)** intersections and **up to** top twenty **(20)** segments in the Ames area.

5.3 Systemic Crash Patterns

HDR will perform a review of Ames area fatal and serious injury crashes against Iowa DOT Strategic Highway Safety Plan identified emphasis areas. Systemic methods will be utilized to compare the frequency of fatal and serious injury crashes to the level of network exposure (considering centerline miles, vehicle miles travelled, or both). Findings of the systemic analysis will be documented as key emphasis areas (e.g. speed-related crashes, impaired driving crashes). When specific emphasis areas are identifiable geographically – feature layers of each emphasis area will also be created by the project team.

Exhibit A

5.4 High-Priority Safety Network

HDR will develop a recommended procedure for combining multiple geographic safety analyses and location-based input of stakeholders and the public to form a high-priority safety network. HDR will develop a draft of the procedure for review by AAMPO staff. Updates requested by AAMPO will be resolved clearly for inclusion or exclusion before the first draft of the high-priority safety network is created. The high-priority safety network is anticipated to include roads in the collector and above functional class roadways in the AAMPO roadway network. The DRAFT high-priority safety network is anticipated to be used in multiple stakeholder settings to receive comments. Up to two (2) updates of the high-priority safety network are assumed in this scope. The resulting final High-Priority Safety Network will be provided to AAMPO in GIS format and included as figures in the CSAP document.

Deliverables:

- Descriptive Statistics (in slide deck form with speaker notes)
- Location-based crash frequency / crash rate GIS file (tabulation of up to top twenty (20) segments and up to top twenty (20)/ intersections)
- List of Systemic safety emphasis areas for Ames
- GIS feature layer of location-based systemic safety features
- Up to 2 Draft, 1 Final versions of High-Priority Safety Network GIS feature layers

TASK 6: ENGAGEMENT AND COLLABORATION

HDR will facilitate a CSAP process with AAMPO that heavily emphasizes collaboration and public engagement. Due to the significant overlap with the 2050 MTP project in terms of both content and schedule, the CSAP project will “piggy-back” on public and community events with the MTP, when applicable. Additionally, engagement efforts will focus on specific needs for the CSAP – beyond what is required for the MTP.

6.1 Community Engagement Plan

HDR will develop a CSAP Community Engagement Plan (CEP). The CEP will identify visual identity best practices and other elements of the CSAP, including: key messages, comment management, tools outline, and high-level schedule. It's anticipated that the CSAP process will use the MTP stakeholder database.

6.2 Website

HDR will develop content to be hosted on the AAMPO.org website. This content will include public-friendly explanatory language and graphics that will allow 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 written content and graphics, provide an iframe for the comment mapping tool, and coordinate with the AAMPO webmaster to maintain the website with up-to-date information. HDR will provide text and/or graphic updates, as needed, up to three times during the project. The Zoho account, mapping tool and database will be the same as used in the MTP project.

This task includes the following items:

Exhibit A

- Initial launch content document and graphics
- Up to three minor text and/or graphic updates for accuracy with project phases, upcoming events, etc.

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.

6.3 Engagement Booths

HDR will plan, host and staff up to two engagement booths at community events during strategic project moments. These booths will be focused on CSAP. They may or may not be held at the same events as the MTP. AAMPO staff will provide suggestions of community events. HDR will develop and print boards, activities, handouts or other appropriate materials.

This task includes the following items:

- *Two (2) engagement booths*
- *Event planning document*
- *Development of handouts and/or other activities*

Assumptions

- *Assume AAMPO Staff will provide table and chairs for booths, if needed*
- *HDR will pay for costs to attend community events, if needed*
- *Up to 150 handouts and three boards printed per community event*
- *Staffing: Two HDR staffers and at least 1 MPO staff attend each community event*

6.4 Open House Materials and Attendance

HDR will attend up to two (2) open house meetings planned for the MTP at the Visioning and Alternatives / Strategies milestones. Up to two (2) HDR staff will host a CSAP table at each open house. HDR will be responsible for developing, designing and printing a handout, up to two (2) display boards, interactive exercises, presentation and collateral materials.

This task includes the following items:

- CSAP input to Meeting Plan
- CSAP input to Website update content document
- CSAP-specific Meeting Materials (presentation, 11x17 handout, up to two (2) display boards, interactive exercises, up to 10 table top scroll maps, comment forms, presentation and collateral materials)

This task includes the following assumptions:

- HDR will have up to two (2) staff attend each of the Visioning and Alternatives/Strategy Open Houses – specifically for the CSAP table.
- Assumes both the Visioning and the Alternatives/Strategy Open Houses will be no more than 2 hours in length and held during the early evening.

Exhibit A

6.5 Online Open House Materials

HDR will develop content for the MTP Visioning, Alternatives/Strategies, and Draft Plan online open houses. HDR will develop one (1) content document for each online meeting – a total of three (3) content documents. The MTP project team will develop one (1) meeting mockup for each of these three (3) online open houses, a total of three (3) mockups. The MTP team will then produce, monitor, and summarize the online open house meetings.

Deliverables:

- *Initial Engagement Products (subtasks 6.1, 6.2, 6.3)*
- *Open House Meetings (6.4)*
- *Online Open House Meetings (6.5)*

TASK 7: EQUITY CONSIDERATIONS

HDR will work with AAMPO staff to provide equitable opportunities to residents for input to the plan and will establish an equity lens by which to view safety analyses and safety strategies to increase benefits for all.

7.1 Equitable Engagement

HDR will apply a standardized community analytics process to available Ames population data (i.e. Census, American Community Survey) at project initiation. Information gathered in this sub-task will be documented in an up to four (4) page infographic-style report. Sub-task 7.1 information will inform the project management plan (sub-task 1.2) and community engagement plan (sub-task 6.1).

7.2 Equitable Strategies

HDR will develop an equity lens resource to be applied to and direct project recommendations in **Task 8 Policy & Process Changes** and **Task 9 Strategy & Project Selections**. The equity lens resource will establish consistent considerations so that each proposed action is based in data, values community engagement, is analyzed across a representative set of users, and is transparent (joint effort with **Task 10 Progress & Transparency**). The equity lens resources will be up to six (6) pages of instructional information including links to foundational research in this area. The equity lens resource will be developed in this task – hours for application of this resource are included in **Task 8 Policy & Process Changes** and **Task 9 Strategy & Project Selections**.

Deliverables:

- Equitable engagement four (4) page, infographic-style report
- Equity lens resource document – Up to six (6) pages, MS Word

TASK 8: POLICY & PROCESS CHANGES

A Comprehensive Safety Action Plan depends heavily on modifying design and operations practices to increase safety. HDR will help AAMPO conduct a review of current policy and processes with an emphasis on finding potential changes with a

Exhibit A

substantial potential for severe crash reductions. HDR assumes AAMPO to provide up to 6 documents reflecting the existing practice for planning and engineering in the study area for review – examples may include:

- Engineering standards
- Comprehensive Plans
- Land use and zoning policies

HDR will synthesize the provided documents against a standard framework for Safe System approach benchmarks. The framework documents will be completed by HDR – recording a matrix of Safe System Approach aligned practices to a scale of community safety maturity (e.g. not a current practice, new/initiated practice, implemented practice, mature/institutional practice). The framework document will be up to ten (10) pages in length – predominately in the form of the matrix/table of practices.

HDR will present the matrix of practices to the TAC and Safety Committee for input to 1) Alignment of existing practices with the Safe System Approach and 2) Target areas for policy and process changes. HDR will not draft resolutions or updates to code for the CSAP – but will recommend potential next steps in the policy & process changes area for AAMPO to explore after CSAP completion.

Deliverables:

- Policy & process assessment framework to Safety System Approach – Up to ten (10) pages MS Word with MS Excel table

TASK 9: STRATEGY & PROJECT SELECTIONS

HDR will combine safety data analysis, engagement findings, equity considerations, and results of the existing evaluations of policies & processes to recommend strategy and project selections.

9.1 Infrastructure Projects

HDR will create a resource toolkit for safety infrastructure countermeasures that address safety emphases identified in Task 5 Safety Analysis. The safety infrastructure countermeasures will be provided for review in a slide deck of up to twenty (20) slides – with relevant links to literature on the countermeasures (i.e. literature may cover effectiveness, application, and supporting case study research). HDR will utilize TAC and Safety Committee meetings (scoped in Task 4 Planning Structure) to review the potential use of countermeasures in the Ames community and any planning and engineering assumptions for recommending the application of these countermeasures. HDR will subsequently apply countermeasures to Ames roadway centerline and intersection GIS files. Applications of countermeasures will be limited to a planning-level analysis. In an associated projects table, HDR may identify projects that may have clear feasibility issues to resolve in early design before seeking to program such projects.

9.2 Non-Infrastructure Strategies

HDR recommend potential education, enforcement, Emergency Medical Services (EMS), equity, and behavioral (everyone) strategies to potentially be advanced in the

Exhibit A

implementation of the CSAP. HDR will utilize TAC and Safety Committee meetings (scoped in Task 4 Planning Structure) to present potential non-infrastructure strategies to key stakeholders implementors for inclusion in the CSAP. Advanced non-infrastructure strategies will be assessed to their resource needs and included as one or more tables in the CSAP documentation.

Deliverables:

- Potential safety countermeasure toolkit – PPT up to twenty (20) slides with links to supporting resources
- GIS centerline and intersection point feature layers of safety infrastructure projects
- Table of non-infrastructure safety strategies for CSAP inclusion

TASK 10: PROGRESS & TRANSPARENCY

HDR will work with AAMPO to determine tactics that support a CSAP spirit of progress and transparency. HDR will propose potential metrics that AAMPO may begin tracking to determine safety progress based on findings of prior tasks. HDR will develop a table of approved progress measures for AAMPO staff and the proposed safety committee to update during CSAP implementation. Optionally, the progress measures can be structured as a dashboard on the project website.

HDR will also work with AAMPO staff to confirm the completed CSAP will be posted in an accessible location and that AAMPO staff will be able to provide future progress reports to for CSAP implementation.

Deliverables:

- Table of approved progress measures.
- OPTIONAL – Dashboard of progress measures.

TASK 11: CSAP DOCUMENT

11.1 Draft CSAP

HDR will develop a concise draft CSAP compiling technical analyses and the process and recommended safety actions for the AAMPO area. The CSAP will address the eight core elements of the Safe Streets and Roads For All program. The Draft CSAP document will be submitted to MPO staff for review and comment prior to drafting the Final CSAP in Task 11.2.

11.2 Final CSAP and Executive Summary

HDR will develop a final CSAP that addresses AAMPO staff comments and feedback of stakeholders included in the review process. 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 layer files with shapefiles)
- illustrations in electronic format (Adobe Photoshop, Illustrator, or other editable

Exhibit A

file types)

11.3 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 CSAP Document*
- *Final CSAP Document & Executive Summary*

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

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

2. INSURANCE/INDEMNITY

ENGINEER 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 ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

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. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER'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. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

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

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 ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER 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 ENGINEER, 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 ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER 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.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, 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 ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER 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 ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. 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.

11. INVOICES

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

ENGINEER 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 ENGINEER'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 ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER 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 ENGINEER. ENGINEER 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 ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER 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 ENGINEER are estimates to perform the services required to complete the project as ENGINEER 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. ENGINEER 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. 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.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER 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).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER 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.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'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 ENGINEER (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 ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER 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 ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.