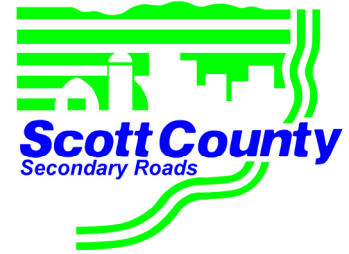


SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640
FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.gov
WEB SITE - www.scottcountyiowa.gov



ANGELA K. KERSTEN, P.E.
County Engineer

ELLIOTT R. PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Resolution to Enter into a 28E Agreement for Consultant Services

DATE: May 17, 2022

This resolution is to enter into a 28E Agreement with the Iowa County Engineers Association Service Bureau, Buchanan County, Iowa, Cedar County, Iowa, Delaware County, Iowa, Hamilton County, Iowa, Jones County, Iowa, Monroe County, Iowa, and Washington County, Iowa, for the contracting of consultant services for preparation and submittal of a 2022 US Department of Transportation (USDOT) Bridge Investment Program (BIP) grant application.

Our department, along with the above listed county secondary roads departments, are seeking federal funding to replace large bridges in our respective counties. The Scott/Clinton County line bridge located on Y68 (Scott Park Road) over the Wapsipinicon River Overflow (FHWA #020870) is the candidate we are submitting the funding request for. The proposed bridge replacement is a 268' x 40' Continuous Concrete Slab Bridge with an estimated replacement cost of \$3,500,000.

Back in January of 2021, we worked with ICEASB and the 7 counties listed above to hire HDR Engineering to draft and submit an application to USDOT for RAISE grant funding of our 8 bridge replacement projects. We were unsuccessful in obtaining the RAISE grant funding for our projects. We decided to continue looking for new grant opportunities to jointly fund our projects. We have recently learned that USDOT will be releasing a notice of funding opportunity for their BIP grant funding and we think that we can submit a successful application.

Over the past few months, our group has met several times to discuss hiring a consultant to draft a grant application and determined that portions of the data utilized in our RAISE grant application can be re-used for the BIP grant application. This would result in a significant cost savings in consulting fees if we were to hire HDR Engineering to draft the BIP grant application. After further discussion, our group unanimously selected HDR Engineering to draft the BIP grant application and ICEASB negotiated a contract with HDR Engineering on our behalf.

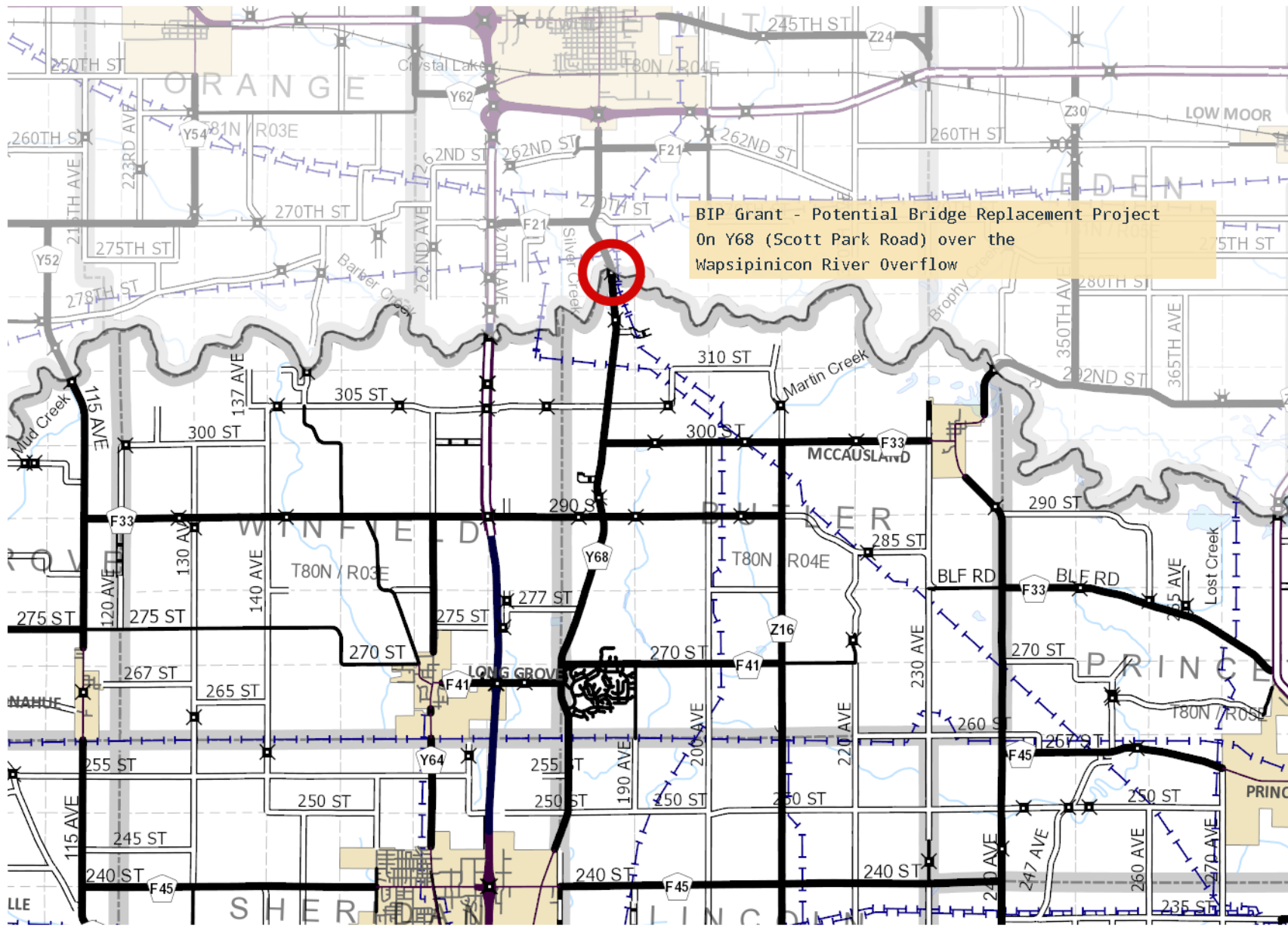
A 28E Agreement has been drafted by the ICEASB Director and reviewed by Iowa State Association of Counties (ISAC) legal counsel. I forwarded the agreement to Rob Cusack for his review and he has responded that the agreement is acceptable.

The consulting fee is detailed in the 28E Agreement. The fee will not exceed \$62,315. Scott County will be responsible for 1/8th of the fee and that cost will not exceed \$7,789.38. Since our bridge is a shared bridge with Clinton County, Clinton County has agreed to reimburse Scott County for 50% of the consulting fee (not to exceed \$3,894.68). I recommend executing this 28E Agreement.

BIP Grant - Scott and Clinton County Bridge Replacement Project Location

12:33 PM, Tue, May 17, 2022

Scott - ICEASB Easy Map



28E Agreement
Contracting of Consultant Services for the Preparation and Submittal of the 2022 USDOT Bridge Investment Program (BIP) Grant Application

This agreement (the Agreement) made and entered into by and between the Iowa County Engineers Association Service Bureau (ICEASB), (hereinafter also referred to as the Contracting Authority), and the following eight (8) county bridge owners: Buchanan County, Iowa; Cedar County, Iowa; Delaware County, Iowa; Hamilton County, Iowa; Jones County, Iowa; Monroe County, Iowa; Scott County, Iowa; Washington County, Iowa, (hereinafter also referred to as the Counties).

WHEREAS, all parties to this Agreement are public agencies as defined by Section 28E.2 and Section 28E.4 of the Code of Iowa, and

WHEREAS, Iowa Code Section 28E.3 provides that any power or powers, privileges or authority exercised or capable to be exercised by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, the US Department of Transportation makes available, through the Bridge Investment Program (BIP) Discretionary Grant program funding, to qualifying transportation agencies for planning and capital investments in surface transportation infrastructure, such funds are awarded on a competitive basis for projects that will have a significant local or regional impact, and

WHEREAS, the ICEASB desires to select potential county bridge replacement candidates, make application for BIP Grant funding, and to contract Consultant Services to assemble and submit a grant application for the purpose of acquiring said BIP Grant funding, and

WHEREAS, the ICEASB, as Contracting Authority, is willing and able to enter into a contract and provide contract management and accounting services as agreed to herein, for and between the parties to this Agreement and HDR Engineering, Inc., (Consultant), and

WHEREAS, Washington County agrees to be the Lead Agency (LA) and Recipient Agency (RA), and all other Counties agree to be Sub-Recipient Agencies (SRA), and

WHEREAS, the Counties and the ICEASB Board of Directors have informed themselves as to this Agreement and the HDR Engineering, Professional Services Agreement, including Exhibit A and Exhibit B, attached to this Agreement and as such becomes part of this Agreement (the "Consultant Contract").

IT IS NOW AGREED, that the ICEASB and the Counties, enter into an Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action to contract for Professional Consultant Services to assemble and submit a BIP Grant application;

THEREFORE, the parties, in consideration of the mutual obligations and benefits contained herein, agree as follows:

- I. SCOPE OF WORK –
 - A. ICEASB will be the Contracting Authority for the Consultant Contract. The Contracting Authority shall be responsible for contract administration and accounting services between the Counties and the Consultant.
 - B. Each County shall share equally in the costs and be responsible for 1/8th of the total actual cost for all Professional Services rendered, for their respective bridge project defined below:

1. Buchanan County, Iowa: FHWA Structure Number: 83090; Location: Baxter Ave. over Wapsipinicon River; Preliminary Estimated Construction Cost: \$4,000,000
2. Cedar County, Iowa: FHWA Structure Number: 018490 Location: 290th Street over Cedar River; Preliminary Estimated Construction Cost: \$12,000,000
3. Delaware County, Iowa: FHWA Structure Number: New Location: 230th Ave. over Maquoketa; Preliminary Estimated Construction Cost: \$6,900,000
4. Hamilton County, Iowa: FHWA Structure Number: 026390 Location: Vail Ave. over CCP Railroad; Preliminary Estimated Construction Cost: \$3,500,000
5. Jones County, Iowa: FHWA Structure Number: 207520; Location: Landis Road over Wapsipinicon River; Preliminary Estimated Construction Cost: \$5,800,000
6. Monroe County, Iowa: FHWA Structure Number: 252510; Location: 165th Street over BNSF Railroad; Preliminary Estimated Construction Cost: \$4,500,000
7. Scott County, Iowa: FHWA Structure Number: 020870; Location: Scott Park Road over Wapsipinicon River; Preliminary Estimated Construction Cost: \$3,500,000
8. Washington County, Iowa: FHWA Structure Number: 336060; Location: Dogwood Ave. over Skunk River; Preliminary Estimated Construction Cost: \$7,750,000

C. ICEASB shall make payment to the Consultant for all Professional Services rendered. After payment is made to the Consultant, the ICEASB shall invoice for reimbursement, from each County for Professional Services rendered. Upon Board of Supervisor approval by each County, reimbursement shall be made to the ICEASB within 30 days of receipt of invoice. Each of the eight (8) counties shall reimburse the Contracting Authority for their 1/8th share within 30 days of receipt of invoice.

D. Any change in Scope of Services and associated contract costs required of and requested by the Consultant, must be approved by five of the eight counties that are a party hereto, prior to any additional or change in proposed services being rendered by the consultant and prior to costs being incurred.

E. Any dispute regarding the fees for the Professional Services shall be resolved between the disputing County (or Counties) and the Consultant within 30 days of receipt of invoice from ICEASB.

F. Eligibility for BIP funding requires the above listed projects to be obligated for letting to contract by September 30, 2025 or other date as provided in the Notice of Funding Opportunity.

II. DURATION –

This Agreement shall commence on the date that all parties sign this Agreement and shall continue thereafter until fulfillment of the Professional Services Agreement or until this Agreement is terminated as defined herein, whichever is comes first.

III. PURPOSE –

The purpose of this Agreement is to cooperatively make application for BIP Grant funding and to contract Professional Services to assemble and submit a grant application for the purpose of successfully acquiring additional bridge funding for County Infrastructure in the State of Iowa through the conditions specified in this Agreement.

- IV. ADMINISTRATION –
ICEASB shall be responsible for the administration of this Agreement.

- V. INDEMNIFICATION –
All parties to this Agreement agree to save and indemnify and keep harmless each other against all liabilities, judgements, costs, and expenses which may in any way come against the other parties or which in any way result from carelessness or neglect of any party or its affiliates, officers, directors, employees, or agent.

- VI. SEVERABILITY –
If any part of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

- VII. NO THIRD PARTY BENEFICIARIES
No third party beneficiaries are intended under this Agreement.

- VIII. TERMINATION –
 - A. This Agreement shall be considered binding upon all parties to this Agreement for the duration of the Consultant Services Contract or until this Agreement is terminated pursuant to the terms of this Agreement.

 - B. This Agreement may be terminated by any party upon written notice to the other parties and approval of five of the eight participating Counties, after payment of all just debts, obligations, and liabilities occurred up to the effective date of termination.

THE EXECUTION OF THIS AGREEMENT BY EACH UNDERSIGNED PARTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED PARTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY RESOLUTION ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown above its signature below.

County Signature Block

This agreement was approved by official action of the Buchanan County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Cedar County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Delaware County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Hamilton County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Jones County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors



County Signature Block

This agreement was approved by official action of the Monroe County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Scott County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Washington County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

ICEASB Signature Block

This agreement was approved by official action of the ICEASB Board of Directors in official session on the _____ day of _____, 20_____.

ICEASB Executive Director

Chair, ICEASB Board of Directors

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER 1**

THIS AGREEMENT is made as of this _____ day of _____, 20___, between Iowa County Engineers Association Service Bureau (“OWNER”) a 28E separate legal public entity, with principal offices at 5500 Westown Parkway, Suite 190, West Des Moines, IA 50266, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as USDOT Bridge Investment Program Application Support for Iowa County Bridges (“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 fixed fee will be seven thousand one hundred twelve Dollars (\$7,112). Cost shall be an amount equal to salary cost times a factor of 2.4731. Reimbursable expenses incurred in connection with such services shall be in addition to ENGINEER’S compensation. ENGINEER’S not to exceed compensation for services under this agreement shall be \$62,315.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

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 forty-seven point zero six percent (147.06%) 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 period(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.

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

“OWNER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
“ENGINEER”

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

Iowa County Engineers Association

USDOT Bridge Investment Program (BIP) Application Support for Iowa County Bridges

Background

The Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, or BIL) provided funds to the U.S. Department of Transportation for the Bridge Investment Program – a discretionary grant program to invest in projects to improve bridge and culvert condition, safety, efficiency, and reliability. The Notice of Funding Opportunity for this program is anticipated to be published by late May 2022.

HDR has assisted its clients with numerous successful Federal and State grant applications and, in general, we have found that the following are critical for a successful grant application:

1. A complete description of the project: its goals, its purpose and need, and how it will be implemented.
2. Completed engineering and environmental documentation, or a well-articulated plan to complete this documentation.
3. Clear alignment with most of the grant program's Merit Criteria.
4. A readable, complete narrative application.
5. A benefit-cost analysis (BCA) demonstrating positive public economic outcomes.
6. Matching state, local, or private cash contributions (not expense-in-kind contributions), that exceed the proposed federal grant contribution, and preferably funding matches that include private-sector contributions.
7. Expressed, strong, specific, preference for the project, among all the various projects in the state for which applications might be submitted, by one or more Senators or Congressional Representatives, and from the Governor's office.

Scope of Work

This scope is a follow-up to conference calls between HDR and the Iowa County Engineers Association Committee (ICEA) on March 30, 2022, and April 6, 2022, and subsequent information and directives provided by the ICEA. This scope aligns with information and recommendations provided by USDOT regarding the 2022 BIP with an anticipated notice of funding opportunity in late May 2022.

HDR will provide technical support to ICEA to develop a single BIP application for the eight (8) Iowa County bridges that were proposed in the 2021 RAISE Grant application. ICEA will confirm with USDOT the applicant's eligibility and their projects' eligibility for the BIP opportunity. ICEA has identified Washington County as the BIP grant sponsor

and lead applicant. HDR will work with ICEA and Washington County's Jacob Thorius to collect necessary data for use in the benefit-cost analysis (BCA) and grant application, such as updated project cost estimates. It is HDR's understanding that critical data, such as National Bridge Inventory Data (NBI) and cost assumptions, are already available for the project. HDR will update and refine the BCA from the 2021 RAISE grant application, using methods and parameters consistent with USDOT's guidance for conducting BCAs for discretionary grant programs. HDR will conduct the following tasks to assist ICEA in developing its BIP application:

Task 1: Project Management & Coordination

Task 1 covers project management tasks including work progress reporting, financial management, coordination meetings, and schedule management.

At the project kick-off call, HDR will provide ICEA with guidance on USDOT BIP Program, application development and probable application review strategy, project schedule, and merit criteria. This task will include meeting / conference calls to discuss various options for the development of the application, as well as providing ICEA with intelligence gathered regarding the BIP. Strategies and messages for the grant submittal will be tailored during this discussion.

HDR will use the project kick-off call as an opportunity to facilitate a strategy session on the grant application approach and detailed work plan. The kick-off call will also be used as an opportunity to receive existing documentation related to the project and request other pertinent data and information that ICEA may have.

This coordination effort includes a formalizing of the public benefit categories to be evaluated. Part of this strategy session will involve revisiting the ICEA's 2021 RAISE application and reviewing it with the BIP criteria. This will allow for selecting the various components of the project for inclusion in the scope in order to maximize probability of a grant award. This scope of work assumes that those benefit categories will be:

- Travel time, vehicle operating costs, and emissions impacts associated with bridge detours (due to required weight posted or closed bridges without project improvements).

- Improved travel safety due to bridge improvements (increased bridge width, improved guardrail protection).

- Likely lower rehabilitation costs due to a better state of repair.

- Reduced construction work zone delays.

- Quality of life improvements due to better/more reliable connections to jobs, health and commerce.

- Residual value benefit.

It is estimated that a total of up to 7 coordination meetings, as detailed in the Schedule section in this Scope of Services, will be held to discuss interim deliverables and progress during application development. It is anticipated that all meetings will be held virtually.

Deliverables: Monthly invoices and progress reports, action items from calls/meetings, and quality control-quality assurance.

Task 2: Collect and Review Available Data

ICEA has already provided or will provide bridge-specific information from the participating Counties, including:

- Existing traffic volumes, including vehicle classification (e.g., percent trucks) on bridges and detour network
- Average travel speeds (on bridges and detour network)
- Projected traffic volumes to interpolate construction year volumes.
- Detour route and distance for each bridge
- Current bridge construction cost estimates and schedules
- Maintenance and rehabilitation costs for different states of repair
- Other associated project costs (e.g. soft costs)
- Work zone delay estimates (with and without bridge bundling)
- Bridge weight limitations, and impact on traffic counts
- Historical crash rates on bridges

HDR will review bridge-specific information to confirm completeness for reporting in the grant application and traffic and safety review.

Task 3. Traffic Operations and Safety Review

In 2021, HDR performed traffic operations and safety analysis in support of ICEA's 2021 RAISE grant application for these same 8 county bridges. Given this recent traffic analysis work and the lower traffic volumes on these 8 county bridges, HDR intends to use the traffic operations and safety analysis results from the work with ICEA on the 2021 RAISE grant application. These results will be reviewed by HDR only at a high-level and, only as needed, minor adjustments will be made to inputs and parameters for the updated Benefit-Cost Analysis model.

Deliverable: Updated Technical Appendix of Traffic and Safety Methodology and Results.

Task 4. Detour Route Review

HDR will work with ICEA to review detour routes identified for the 2021 RAISE grant application, and update any changes since the 2021 RAISE application. ICEA will help confirm these distances and travel times.

Using the results of this review, HDR will evaluate the user impacts of updated detours in the case of new bridge closures or weight restrictions since 2021 RAISE grant application. User impacts will cover travel time, distance traveled, and vehicle emissions impacts associated with bridge detours. It is assumed that a single vehicle emissions rate from one representative central Iowa county will be used to estimate emissions impacts.

Deliverable: Predicted detour impacts for the baseline scenario.

Task 5. Benefit-Cost Analysis Update

BIP requires the estimation of benefits and costs associated with the proposed project, similar to RAISE. A BCA provides estimates of the benefits that are expected to accrue from a project over a specified period and compares them to the anticipated costs of the project. Costs include both the resources required to develop the project and the costs of maintaining the new or improved asset over time. Estimated benefits are based on the projected impacts of the project on both users and non-users of the facility, valued in monetary terms. HDR will update and refine the 2021 RAISE BCA to align with updated USDOT guidance on conducting benefit-cost analysis for discretionary grant programs. The BCA will include the monetized benefits and costs of the eight proposed bridge improvements, as well as the quantitative and qualitative merits of the project.

HDR will update its custom benefit-cost model consistent with USDOT BCA guidance and the BIP evaluation criteria. HDR will identify and quantify public benefits expected to be derived from the project that demonstrates the projects' impacts as per BIP selection criteria. Net present value for all benefits, as well as a benefit-cost-ratio (BCR) will be calculated as part of the analysis and included in the application narrative

The economic analyses will include the following elements:

Develop Excel-Based Benefit-Cost Model:

- The model from the 2021 RAISE application will be populated with the most up-to-date information available. HDR will collect model inputs from a variety of sources including ICEA, Iowa DOT, USDOT guidance, and other project documentation. Estimations of travel time and safety benefits will be derived based on the results of Task 4, above.
- HDR will refine the model to align with changes in USDOT's guidance for BCAs
- Summary metrics, including NPV (Net present value) and benefit cost ratio will be calculated and easily identifiable.

Review Benefit-Cost Results, Test Sensitivity of Results against Key Variables:

- Key variables will be flagged for testing and the model will be re-run and results generated based on key material events.

Issue Results:

- A short document will be prepared with text on costs, benefits, and impacts estimated in the BCA which can be incorporated into the project narrative to support the discussion of how the project aligns with the BIP merit criteria.
- Methodology, data sources, key assumptions, and other information critical to the BCA will be included in the technical appendix.

Deliverables: A document including key paragraphs for input directly into the application narrative; an appendix describing the evaluation approach, data and

assumptions used, and results of the analysis including sensitivity testing; an excel-based benefit-cost model for submission to USDOT

Task 6. BIP Grant Application Preparation

HDR will compile the analysis results, develop select graphics, and document strategies that address the grant requirements. HDR intends to leverage language and graphics from the 2021 RAISE grant application and update content for each of the applicable selection criterion described earlier in this proposal. The Lead Agency, Washington County, will be responsible for the actual submittal of the grant application on the grants.gov site.

HDR will lead the coordination and narrative development and will host a working application document on a Microsoft SharePoint Site for individual narrative updates by the Counties. A detailed schedule of activities will be presented during the kick-off meeting. We anticipate an 8-week production schedule. HDR application development lead will work directly with Jacob Thorius (Washington County) and Joe Spradling (HDR PM) to coordinate exchanges and timely reviews.

The application narrative will follow USDOT's recommended structure and approach for describing the project, construction costs, funding, benefits, and other factors. The BIP grant application narrative will include the following project narrative, which typically follows the basic outline below, as per the NOFO:

- I. Cover Page Table (as per template in NOFO)
- II. Project Description
- III. Project Location
- IV. Project Parties
- V. Grant Funds, Sources and Uses of Project Funds
- VI. Selection Criteria

ICEA and Washington County will lead coordination and requests of project support letters from key project stakeholders to include, but not be limited to city, county, state, and national elected officials, and key stakeholder groups/organizations. HDR will provide an updated request for a support letter template for use by ICEA and Washington County to solicit support.

HDR recommends that the technical appendix and other supporting documents be provided on a secure website that USDOT can access, instead of submitting that section as a PDF (Portable Document Format) attachment via Grants.gov. HDR assumes either ICEA or Washington County will host this secure website. HDR will coordinate with the lead agency for materials to be included on the website.

Deliverables:

- Annotated Outline with detailed schedule and writing assignments
- Designed Word Template for narrative development, hosted on Microsoft SharePoint.
- Up to twenty (20) supporting icons and graphics

Request for support letter and talking points
Completed BIP Grant Application (Draft and Final)

Key Understandings and Assumptions:

ICEA will confirm with USDOT the applicants' eligibility for the BIP opportunity. One application will be generated for the 8 county bridge projects, to be submitted to the BIP.

Washington County will coordinate with the other Counties to provide updated construction cost estimates for use in the application.

Results from the traffic operations and safety analyses performed for the 2021 RAISE grant application will be used for the BIP application.

HDR intends to use applicable portions of the 2021 RAISE grant application for these same 8 county bridge projects.

ICEA has designated Washington County as lead applicant and Jacob Thorius as project main point-of-contact. ICEA's Danny Waid and Lucas County's Todde Folkerts will be copied on all correspondence.

Washington County will be responsible for submitting to HDR one consolidated and reconciled set of edits on draft deliverables.

In the FINAL Draft Review of the full narrative application and BCA, only critical edits will be accepted.

All deliverables will be submitted electronically.

Washington County will be responsible for securing and providing access to data and additional supporting evidence such as photos, county narratives on bridges, and media mentions (as available).

Washington County will lead all solicitation and coordination for project support letters and coordinate with the HDR team for inclusion in the application.

Washington County will register with www.grants.gov a minimum of 4 weeks prior to the BIP application due date.

Washington County is responsible for downloading and completion of the required forms necessary for application.

Washington County is responsible for submittal of application and required forms to www.grants.gov.

The grant application will be developed in an MS Word template, designed with a unique grant brand for this effort. All authors will use the MS Word working document to be hosted on HDR's Microsoft SharePoint site.

Any photo assets obtained by HDR from a stock house will be acquired as a single use license and cannot transfer over to ICEA for continue use.

Schedule

HDR will complete the tasks described in this proposal, with a FINAL Draft Application document no later than one week prior to the BIP grant application submission deadline, assuming that ICEA and Washington County provides all necessary data, information and documentation to HDR. A proposed breakdown of the activities required to produce the application and a tentative timeframe for their completion is provided as follows. This schedule assumes an approximate six-week submittal timeline after the BIP NOFO

is released, allowing for some flexibility if the deadline is further out than an eight-week submittal timeline after receiving notice-to-proceed with work. A detailed production schedule with milestone dates and deadlines will be generated upon NOFO release.

Activity	Timeframe
Notice to Proceed	Week One
Coordination Call 1 - Kick-off conference call ID Grant selection criteria evaluation Community Analysis begins Project Supporters and Coordination Key Messaging Outstanding Data Request Additional Resources Needed	Week One
Traffic Review and BCA begins	Week Two
Washington County transmits remaining project data to HDR	Week Two
BIP NOFO is published	Timing to flex based on date.
Coordination Call 2 - Topics to include: Economic Parameters Traffic Review Findings Grant Outline / Key Messaging Anticipated Substantial Narrative Changes	Week Three
Coordination Call 3 – Draft economic analysis results, Draft Grant Application, Discuss Final Economic Approach / Inputs	Week Five
HDR submits Draft Economic Analysis Results and Draft Application	Week Five
Coordination Call 4 - ICEA Comments on Draft Economic Analysis Results / Draft Application	Week Six
HDR submits Final BIP application narrative and BCA Appendix to ICEA	Week Seven - Monday
Coordination Call 5 – FINAL Narrative Live Look Through	Week Seven - Tuesday
Critical Edits provided to HDR	Week Seven – Wednesday COB
Lead Applicant submits BIP application to USDOT	Week Eight: (Friday prior to due date, is goal) No Later than 11:59 p.m. EST on due date.

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.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

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.

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

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 ("OT Systems") and features designed, recommended or assessed by ENGINEER 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 System in accordance with applicable industry standards (i.e. 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.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____
DATE _____

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

May 26, 2022

APPROVAL OF 28E INTERGOVERNMENTAL AGREEMENT BETWEEN
SCOTT COUNTY, IOWA, THE IOWA COUNTY ENGINEERS ASSOCIATION SERVICE
BUREAU, BUCHANAN COUNTY, IOWA, CEDAR COUNTY, IOWA, DELAWARE
COUNTY, IOWA, HAMILTON COUNTY, IOWA, JONES COUNTY, IOWA,
MONROE COUNTY, IOWA, AND WASHINGTON COUNTY, IOWA,
FOR THE CONTRACTING OF CONSULTANT SERVICES FOR
PREPARATION AND SUBMITTAL OF A 2022 USDOT BRIDGE INVESTMENT
PROGRAM (BIP) GRANT APPLICATION

WHEREAS, the US Department of Transportation makes available, through
the Bridge Investment Program (BIP) Discretionary Grant program
funding, to qualifying transportation agencies for planning and
capital investments in surface transportation infrastructure,
such funds are awarded on a competitive basis for projects that
will have a significant local or regional impact; and

WHEREAS, the Iowa County Engineers Association Service Bureau
(ICEASB) desires to enter into a 28E Agreement to select
potential county bridge replacement candidates, make application
for BIP grant funding, and to contract Consultant Services to

assemble and submit a grant application for the purpose of acquiring said BIP Grant funding; and

WHEREAS, the Board of Supervisors has determined it is in the County's best interest to sign the 28E Agreement with ICEASB related to the contracting of consultant services for the preparation and submittal of the 2022 BIP Grant Application.

NOW, THEREFORE, BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. That the 28E Intergovernmental Agreement between Scott County, Iowa, the Iowa County Engineers Association Service Bureau, Buchanan County, Iowa, Cedar County, Iowa, Delaware County, Iowa, Hamilton County, Iowa, Jones County, Iowa, Monroe County, Iowa, and Washington County, Iowa, for the contracting of consultant services for preparation and submittal of a 2022 BIP grant application be approved.

Section 2. That the Chairperson be authorized to sign the Agreement on behalf of the Board.

Section 3. That this resolution shall take effect immediately.