

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES ARROWHEAD REGIONAL DEVELOPMENT COMMISSION AND ALLIANT ENGINEERING, INC.

THIS AGREEMENT, entered into as of the 1st day of October, 2018, by and between Arrowhead Regional Development Commission, a political subdivision of the State of Minnesota, hereinafter referred to as "ARDC", and ALLIANT ENGINEERING, INC., hereinafter referred to as "Consultant" in response to the following situation:

- A. ARDC desires to obtain the services of a qualified consultant for technical assistance with the I-35/Bayfront Area Traffic Modeling and Special Event Traffic Control Plan ("Project").
- B. Consultant is able and willing to provide the required services to ARDC pursuant to the terms of this Agreement.

NOW, THEREFORE, ARDC and the Consultant do mutually agree as follows:

1. Services to be Performed.

- 1.1 Consultant shall provide consulting services to ARDC with respect to the Project.
- 1.2 The scope of services to be provided to ARDC by Consultant is as set forth on Exhibit A attached hereto.
- 1.3 The contact persons for the Consultant services to be performed will be Nick VanGunst for Alliant Engineering and Ron Chicka for ARDC/MIC.

2. Personnel.

Consultant will secure, at his/her/its own expense, all personnel required to perform the services under this Agreement, and such personnel shall not be the employee(s) of, nor have a contractual relationship with, ARDC.

3. Assignability.

Consultant shall not assign any interest in this Agreement, shall not contract with others to perform Consultant's services and shall not transfer any interest in this Agreement without the prior written approval of ARDC.

4. Agreement Period.

This Agreement shall be effective as of the 1st day of October, 2018, and shall continue until June 30, 2019 unless terminated at an earlier date as provided in paragraph 5 hereof.

5. Termination of Agreement.

Either Consultant or ARDC may, by giving written notice specifying the effective date which shall not be less than thirty (30) days from the date such notice is given, terminate this Agreement in whole or in part. In the event of termination, all property and finished or unfinished documents and other writings prepared by the Consultant under this Agreement shall be delivered to ARDC and Consultant shall be entitled to compensation for time expended and expenses incurred to the date of termination.

6. Independent Contractor.

The relationship between the Consultant and ARDC shall be that of an independent contractor. Nothing herein shall in any way make or create any employer/employee relationship between ARDC and Consultant.

7. Standard of Performance and Insurance; Indemnity.

7.1. Contractor shall deliver to ARDC, concurrent with the execution of this Contract, a certificate of insurance evidencing that Contractor has commercial comprehensive general liability insurance with limits of not less than \$2,000,000.00. ARDC shall be named as additional insured under such policy(ies). The insurer will provide 30 day written notice to ARDC, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage evidenced by said certificate.

The Contractor shall require subcontractors to provide evidence of general liability insurance to the Contractor before any subcontractor(s) begin(s) work on the Project.

7.2. Contractor certifies that it is in compliance with all applicable worker's compensation laws, rules and regulations. Contractor's employees and agents will not be considered ARDC employees. Any claims that may arise under any workers compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of any employee of Contractor are in no way the ARDC's obligation or responsibility. By signing this Contract, Contractor certifies that it is in compliance with these laws and regulations.

7.3. Contractor agrees to indemnify, defend, and save and hold ARDC, its agents and employees harmless from any and all claims or causes of action arising from the performance or non-performance of the Project by Contractor or Contractor's agents or employees. This clause shall not be construed to bar any legal remedies Contractor might have for the ARDC's failure to fulfill its obligations pursuant to this Contract.

8. Other Projects.

Consultant and ARDC may, by separate agreement, identify other projects for which the services of the Consultant are desired and that are outside the scope of this Agreement. Such separate agreement shall specify the work to be performed on such separate

projects and the fees to be paid to the Consultant in connection with such special projects.

9. Compensation.

Consultant shall be compensated for the services to be performed hereunder as set forth in Exhibit B not to exceed the amount of \$63,000. Consultant shall submit to ARDC itemized statements and supporting documentation of services rendered during each month setting forth the date such services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services.

10. ARDC Obligations Limited.

The obligations of the ARDC under this Agreement are limited recourse obligations payable solely from funds received by the ARDC from MnDOT, the City of Duluth, and the Duluth Seaway Port Authority. The ARDC shall have no liability to Consultant hereunder if it does not receive funds from the funders, to pay such amounts to Consultant.

11. Recordkeeping.

Consultant hereby agrees:

11.1 To maintain all books, documents, papers, accounting records and other evidence pertaining to the fees and expenses for which it seeks payment or reimbursement hereunder and appropriate records with respect to the services performed by it under this Agreement.

11.2 To make such materials available at its office at all reasonable times during the Agreement Term and for six (6) years from the date of final payment under this Agreement for inspection by ARDC and copies thereof shall be furnished to ARDC upon request by ARDC.

11.3 ARDC has advised Consultant that it is subject to the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, including Section 13.05, Subd. 11.

Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Contractor receives a request to release the data referred to in this Section, Contractor must immediately notify ARDC and consult with ARDC as to how Contractor should respond to the request. Contractor's response shall comply with applicable law, including that the response is timely and, if Contractor denies access to the data, that Contractor's response references the statutory basis upon which Contractor relied. Contractor does not have a duty to provide public data to the public if the public data is available from ARDC.

12. No Prohibited Interest.

Consultant represents and warrants to ARDC that, to the best of its knowledge, no employee, officer or agent of ARDC, any member of the family of any such person, any partner of any such person or any organization which employs or is about to employ any of the above has a financial or other interest in the business of Consultant.

13. Confidentiality.

Consultant agrees that, at all times, both during the term of this Agreement and after the termination of this Agreement, it will be faithful to ARDC by not divulging, disclosing or communicating to any person, firm or corporation, in any manner whatsoever, except in furtherance of the business of ARDC or as required by any applicable law, rule, regulation or ordinance of ARDC or any other governmental authority, any information of any kind, nature or description concerning any matters affecting or relating to the business, employees, agents, customers of ARDC, or parties contracting with ARDC.

14. Intellectual Property Rights.

- 14.1 For the purposes of this Agreement, Project Materials means copyrights and all works developed in the performance of this Agreement, including, but not limited to, the finished product and any deliverables, including any software or data.
- 14.2 Project Materials do not include any materials that Consultant developed, acquired or otherwise owned or had a license to use prior to the date of this Agreement.
- 14.3 All Project Materials are agreed by Consultant to be “works made for hire” as defined under 17 U.S.C. §101, for which ARDC has the sole and exclusive right, title and interest, including all rights to ownership and copyright and/or patent. In addition, Consultant hereby assigns all right, title and interest, including rights of ownership and copyright in the Project Materials to ARDC.
- 14.4 Consultant shall provide ARDC with copies of all Project Materials.
- 14.5 Upon request by Consultant, ARDC may authorize Consultant to use specified Project Materials to evidence Consultant’s professional capabilities. In all such uses of Project Materials by Consultant, reference shall be made to ARDC and the Project and that the Project Materials are owned by ARDC.
- 14.6 Consultant also acknowledges and agrees that all names and logos provided to Consultant by ARDC for use in connection with the Project are and shall remain the sole and exclusive property of ARDC.
- 14.7 Consultant agrees not to use the name, logo, or any other marks owned by or associated with ARDC or the name of any representative of ARDC in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of ARDC in each instance. However, Consultant may use the name of ARDC in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or

regulatory requirements. Consultant agrees to provide ARDC with a copy of any such document.

15. Notices.

Any notice required to be given under this Agreement shall be deemed sufficient if in writing, sent by mail to the last known office address of Consultant, or to ARDC at 221 West First Street, Duluth, Minnesota 55802.

16. Miscellaneous.

This Agreement constitutes the sole and complete agreement relating to the subject matter of this Agreement between the parties, superseding any and all other agreements between the parties and no verbal or other statements, inducements or representations have been made or relied upon by either party. No modifications hereof shall be binding upon either party unless in writing and properly executed.

17. No Contractual Authority.

Consultant shall have no authority to enter into any contracts or agreements binding upon ARDC or to create any obligations on the part of ARDC.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

In consideration whereof, ARDC and Consultant have caused this Agreement to be executed on their respective behalf as of the day and date first shown above.

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION

By _____
Its Board Officer Date _____

By _____
Its ARDC MIC Division Director Date _____

NAME OF COMPANY (CONSULTANT)

By _____
Date _____

Its _____

EXHIBIT A - Scope of Work- I-35/Bayfront Area Traffic Modeling and Special Event Traffic Control Plan

Task Descriptions	Deliverables and Agency Participation
<p>Task 1.0 Project Management and Coordination</p> <ul style="list-style-type: none"> • Three PAC Meetings (In person) • Skype Meetings • Administration <ul style="list-style-type: none"> » Weekly Email Progress Reports to PM » Monthly Invoicing • Quality Assurance, including Technical Resource Reviews 	<p>Deliverables:</p> <ul style="list-style-type: none"> • Agenda, Minutes, Meeting Materials • Timely Progress Reports and Invoices <p>Agency Participation:</p> <ul style="list-style-type: none"> • Active participation in PAC Meetings • Timely processing of Invoices
<p>Task 2.0 Existing Conditions Analysis</p> <ul style="list-style-type: none"> • Review Parking Study and Event Traffic Counts • Review existing pedestrian, transit, and bicycle routes • Identify primary traffic flow routes for industrial, commercial, residential uses • Build off existing VISSIM and SimTraffic Modeling to create existing event model • Summarize the existing conditions analysis in Tech Memo #1 	<p>Deliverables:</p> <ul style="list-style-type: none"> • Tech Memo #1 – Existing Conditions Analysis <p>Agency Participation:</p> <ul style="list-style-type: none"> • Provide parking study, event counts, access to TDM • Provide input regarding current operations • Review deliverables
<p>Task 3.0 Short-Term Traffic Control Plan</p> <ul style="list-style-type: none"> • Discuss current event management plans and strategies, including parking operations at the DECC • Review and evaluate options to route vehicles to event parking • Conduct field observations during UMD Bulldogs Hockey Game • Develop draft plan and discuss at PAC meeting • Prepare final plan for implementation, including recommendations for <ul style="list-style-type: none"> » Temporary Traffic Control » Internal flow and operations for DECC facility » Staging of officers and key staff » Cost Estimates • After plan is implemented, conduct field observations during UMD Bulldogs Hockey Games and Bentleyville Tour of Lights events to determine if the plan needs to be revised or improved • Document any changes in the Final Short-Term Traffic Control Plan 	<p>Deliverables:</p> <ul style="list-style-type: none"> • Field observation notes • Tech Memo #2 – Short Term Traffic Control Plan • Final Short-Term Traffic Control Plan <p>Agency Participation:</p> <ul style="list-style-type: none"> • Review deliverables • If available, participate in pre- or post- field observations
<p>Task 4.0 Forecasts and Alternatives Analysis</p> <ul style="list-style-type: none"> • Develop Background forecast in TDM (CUBE) • Determine event trips O-D • Prepare Forecasts for alternatives in TDM (CUBE) • Screen alternatives at high level • Select alternatives for further analysis with Microsimulation Models SimTraffic / VISSIM • Summarize Pedestrian, Transit, and Bicycle Considerations • Prepare evaluation matrix 	<p>Deliverables:</p> <ul style="list-style-type: none"> • Tech Memo #3 – Traffic Forecasts • Tech Memo #4 – Alternatives Analysis <p>Agency Participation:</p> <ul style="list-style-type: none"> • Review deliverables
<p>Task 5.0 Parking and Wayfinding Analysis</p> <ul style="list-style-type: none"> • Review parking study • Prepare summary of current parking operations and systems • Conduct Industry Search for parking system vendors and Solicit Request for Information responses from interested parties • Summarize available methods / technology for real-time parking information • Identify key decision points on the surrounding road system for potential way-finding deployments 	<p>Deliverables:</p> <ul style="list-style-type: none"> • Request for Information Solicitation • Tech Memo #5 – Parking and Wayfinding Analysis <p>Agency Participation:</p> <ul style="list-style-type: none"> • Review deliverables
<p>Task 6.0 Long-Term Project Recommendations</p> <ul style="list-style-type: none"> • Summarize results of study and provide recommendations for: <ul style="list-style-type: none"> » Real-Time Parking Information Dissemination » Parking fare collection systems that can provide real-time parking information » Pedestrian, bicycle, and transit routes » Traffic control officers and staff time » Signs and pavement markings » Geometric Improvements • Prepare cost estimates for each recommendation • Prioritize recommendations and summarize implementation plan in final document 	<p>Deliverables:</p> <ul style="list-style-type: none"> • Draft and Final Long-Term Traffic Control Plan and Infrastructure Recommendations <p>Agency Participation:</p> <ul style="list-style-type: none"> • Review deliverables

EXHIBIT B

COMPENSATION

Alliant Engineering, Inc., ("Consultant"), shall be compensated in the amount of \$63,000 for the services to be provided to ARDC/MIC by Consultant as set forth in the Scope of Work (Exhibit A).

Consultant shall bill based on percentage completion and shall submit monthly invoices to ARDC until the balance is paid in full.

1. Consultant may request payments not more than once each thirty (30) days. The Project Manager will certify each payment request.
2. The invoice will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - 2.1 Itemized statements of services rendered, including the date services were rendered, a description of the services rendered, the person performing such services and the amount of time expended in performing such services times the applicable rate to arrive at a total dollar amount for each individual.
 - 2.2 Any equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - 2.3 A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.

The final invoice will contain any amounts remaining on this fixed price contract and will be paid by ARDC upon satisfactory completion of the Scope of Work (Exhibit A).