

ITEM#: 12
DATE: 08-28-18

COUNCIL ACTION FORM

SUBJECT: PROFESSIONAL SERVICE AGREEMENT WITH GBA SYSTEMS INTEGRATORS, LLC (AMES TRAFFIC NETWORK MASTER PLAN)

BACKGROUND:

The 2016/17 Capital Improvements Plan includes a project under the Intelligent Transportation System Program to develop an Ames Traffic Network Master Plan. The consultant will conduct the systems engineering necessary to determine the operational requirements of a citywide traffic communication network capable of supporting current and future transportation technologies. These technologies include traffic adaptive systems, video, sensors, and other data collectors that are commonly referred to as “Smart City” technologies. The system will be designed to have additional capacity that may be available for other City services in the future.

The City of Ames was awarded an Iowa Clean Air Attainment Program (ICAAP) grant for 80% of the eligible costs, up to a maximum funding of \$80,000, which is also reflected in the Ames Area MPO Transportation Improvement Program. Because ICAAP is Federal funding, City Staff followed the federal aid selection process for consultant selection. A Request for Proposals (RFP) was sent out in April of 2018, for which four firms responded. A summary of their scores is shown below (out of 100 possible points):

Consultant	Score
GBA Systems Integrators	89.8
Olsson & Associates	88.5
Alliant Engineering	81.8
SRF Consulting	72.3

GBA Systems Integrators, LLC (GBASI) was found by the scoring team to be the most qualified firm to develop the master plan. Therefore, staff worked with GBASI to draft a Professional Service Agreement (PSA) (attachment 1) using the DOT standard form of contract as required with federally funded contracts. The total cost not to exceed under the PSA is \$100,000. The project was funded in the 2016/17 CIP with \$124,000 in Road Use Tax (RUT) and \$96,000 from Federal Funds. However, with the contract being \$100,000, funding will be \$80,000 in ICAAP and the \$20,000 local match from the designated RUT funds.

ALTERNATIVES:

1. Approved the Professional Service Agreement with GBA Systems Integrators, LCC to perform the Ames Traffic Network Master Plan project in the amount not to exceed \$100,000.
2. Reject the agreement.

MANAGER'S RECOMMENDED ACTION:

The Ames Traffic Network Master Plan is a critical step forward for the future of transportation in the City of Ames. The plan will lay out the framework the City will use to implement various Smart City technologies. Technologies that will be leveraged to make data-driven improvements to safety, efficiency, and quality of life for the citizens of Ames.

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

Contract No. **2016-ICAAP-05**
Owner Project No. **060-7513-439; 320-7513-439**
Iowa DOT Project No. **STP-A-0155(694)--86--85**

Standard Consultant Contract
For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

BETWEEN [City of Ames, Iowa](#), the **Owner**, located at:

[515 Clark Avenue](#)
[Ames, Iowa 50010](#)
Phone: [\(515\) 239-5160](#)
FAX: [\(515\) 239-5404](#)

and [gba Systems Integrators, LLC](#), the **Consultant**, located at:

[9801 Renner Boulevard, Suite 300](#)
[Lenexa, Kansas 66219](#)
Phone: [\(800\) 932-2468](#)
FAX: [\(309\) 558-0127](#)

For the following Project: [Ames Traffic Master Plan](#)

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide [a master plan from which the city could develop and expand their current traffic signal systems and traffic signal communications network into an efficient, scalable, transparent and dynamic system](#) services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: This plan will provide a framework for a comprehensive communication network with the ability to coordinate traffic signals, communications with traffic operations centers, incorporation of future networked real-time video, changeable message signs, and any known or emerging transportation operation and management technologies.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
\$100,000.00

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
\$45,000.00

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
Damion Pregitzer

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:
James L. Gilbert, P.E., PTOE

1.3.3 The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
Iteris, Inc.	\$35,000	\$35,000	Lump Sum
HR Green	\$10,000	\$10,000	Lump Sum

1.4 Time Parameters

1.4.1 The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

1.4.2 Milestones for completion of the work under this Agreement as follows:

1. Final traffic master plan shall be completed and in a form acceptable to the **Owner** on or before May 1, 2019.
2. Completion of all work under this agreement shall be on or before May 1, 2019 unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.5 Minimum Qualification Standards (MQS)

1.5.1 The **Consultant** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. 300.04, at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category 201,218,233,234,235,236,238. Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant who meets the MQS of the specified work categories as defined Iowa DOT PPM [300.04](#). If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

- 2.1 Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.2 Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.3 Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the [Story](#) County District Court of Iowa, [Nevada](#), Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1 ☐ Cost Plus Fixed Fee - Attachment C
- .2 ☒ Lump Sum - Attachment C
- .3 ☐ Specific Rate of Compensation - Attachment C
- .4 ☐ Unit Price - Attachment C
- .5 ☐ Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

- 3.2 Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 Consultant's Endorsement on Plans. The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 Progress Meetings. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 Additional Documents. At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the

Consultant prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.6.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

4.7 Extra Work. If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

4.8 Extension of Time. The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

4.9 Responsibility For Claims And Liability

4.9.1 The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the

services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

4.11.2 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

4.11.3 In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that [the Presentation a technical memorandum summarizing the findings and identifying the capabilities and deficiencies of the existing traffic system, as well as recommending potential upgrades to the system to achieve desired operations now and in the future](#) can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.13 Right to Set-off. In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

4.14 Assignment or Transfer. The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.

4.15 Access to Records. The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective

offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.16 Iowa DOT and FHWA Participation. The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The **Consultant** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

4.17.3 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

During the performance of this contract, the **Consultant**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Consultant**") agrees as follows:

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the

Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

gba Systems Integrators, LLC

By _____

Date: August 17, 2018

James L. Gilbert, P.E., PTOE
Director of Operations

ATTEST:

By _____

Date: _____

John A. Haila, Mayor

By _____

Date: _____

Diane R. Voss
City Clerk

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for FHWA Authorization*

By _____

Date: _____

Name _____

Title _____

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

ATTACHMENT A Scope of Services

Upon execution of this Agreement by the OWNER or on such other schedule contained herein, the CONSULTANT shall provide the following services ("Services") pertaining to the Project as basic Services ("Basic Services"):

1. Investigate and Evaluate Existing Traffic Systems – review existing traffic signal system and communication infrastructure; review existing communication status and connections through temporary access to the City's GIS database; discuss the operations to gain a full understanding of existing operations; prepare a technical memorandum of findings
2. Prepare Traffic Signal Master Plan and Systems Engineering Document that includes; Needs Assessment, Concept of Operations, High Level Alternatives Evaluation, and Budget Level Recommended Improvement Strategies
3. Prepare a Strategic Deployment Plan that will allow the Owner to strategically implement a TSSMP based on needs and funding to include: a critical path diagram showing the dependencies of each project, sequence of deployment and tasks that can be performed simultaneously; funding strategies for each phase of work with the funding source and qualification requirements stated; identifying future issues or timing constraints that would impact the funding strategy
4. Those Services not normally self-performed by the CONSULTANT, but essential to the successful completion of the Project, will be subcontracted by the CONSULTANT to subconsultants, who will be selected by the CONSULTANT and the OWNER.

The Owner shall be responsible aid in gathering the following information as it relates to the development of the Fiber Optic Network Master Plan and to provide to the CONSULTANT the following:

1. All available reports, plans, specifications, background information, and other data pertinent to the Services;
2. GIS information including:
 - a. maps of all current fiber optic cable that the city owns.
 - b. the fiber conduits and infrastructure that the city owns.
 - c. Any maps or GIS information that is available for fiber optic cable and infrastructure that are commercially owned.
 - d. Any maps or GIS information that is available to the city for fiber optic cable and infrastructure that is owned by a governmental agency not part of the city.
3. All available road maps, topographic maps, plat maps, records, reports, correspondence, previous studies, plans and other data pertinent to the Services, including information previously prepared or obtained by others;
4. All current traffic signal information including;
 - a. Current controller types, manufacturer's ID numbers, and software version
 - b. Current control switches for fiber optic management
 - c. Current traffic management central office software and hard
 - d. Current traffic detection type and manufacturer's ID numbers
 - e. Current traffic equipment that is IP addressable
 - f. current traffic communication system
5. All property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restriction that are needed to complete the Basic Services;
6. The Owner's written requirements for the Project including, without limitation, schedule milestones, any financial constraints, and any pertinent criteria, standards, codes, design objectives, or design constraints.
7. The OWNER shall assist the CONSULTANT in arranging for access to the Site for the purpose of performing the Services
8. The OWNER shall be responsible for obtaining all necessary easements and right-of-way for the Project.
9. The city will provide access for assessment and inspection of the following
 - a. Traffic Operations Center and any and all buildings necessary to assess the current system
 - b. City buildings that are part of the current fiber or communication system
 - c. City buildings, right of way, or property that may be used to develop the Master Plan
 - d. Traffic cabinets, fiber cabinets, and hand holes that are part of the current or proposed fiber infrastructure

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be **waived**.

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as **one** task(s). It is further agreed that the 85% budget notification requirements will be **waived** for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

ATTACHMENT B
Specifications

No special requirements or specifications are included in this contract.

ATTACHMENT C (referenced from 3.1)
Lump Sum

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$ 100,000.00. The estimated staff hours and fees are shown in Attachment H.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

3.1.1.2 Reimbursable Costs. Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0% of the amount due.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

State of **Kansas**

Johnson County

I, **James L. Gilbert, P.E., PTOE, Director of Operations** of the **gba Systems Integrators, LLC** Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.



(Signature)

Subscribed and sworn to this 17th day of August, 2018.
(month) (year)

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, **James L. Gilbert, P.E., PTOE**, am the **Director of Operations** and duly authorized representative of the firm of **gba Systems Integrators**, whose address is **9801 Renner Boulevard, Suite 300, Lenexa, Kansas 66219**, and that neither the above firm nor I has:

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

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



Signature

August 17, 2018

Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, [Damion Pregitzer](#), am the [Traffic Engineer for the City of Ames, Iowa](#) and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

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

Signature

Date

ATTACHMENT G

Page 1

gba Systems Integrators, LLC,
1701 River Drive, Suite 100
Moline, IL 61265
Phone: (309) 558-0165
FAX: (309) 558-0127

Lump Sum Progressive Invoice

Invoice No.	Date
Invoice Period Covered	Client Project No.
Consultant Job No.	County
	Client Project Description
	Client Contract No.
Total Lump Sum Amount [Prime only]	
Percentage Completed	
Total	
Less Amount Previously Billed	
[Prime only]	
Total Current Bill [Prime only]	
Subconsultants	
Iteris, Inc	
HR Green	
Total	
Current Labor Hours	
Total Labor Hours Incurred To Date	
Total Estimated Labor Hours	

Note: When submitting more than the final invoice on a lump sum project, each progressive invoice shall be identified as a "Progressive Invoice" (as in the above title).

ATTACHMENT G
Page 2

gba Systems Integrators, LLC,
1701 River Drive, Suite 100
Moline, IL 61265
Phone: (309) 558-0165
FAX: (309) 558-0127

Lump Sum Final Invoice

Date	
Invoice No.	Client Project No.
Invoice Period Covered	County
Consultant Job No.	Client Project Description
	Client Contract No.
Total Lump Sum Amount [Prime only]	
Percentage Completed	
Total	
Less Amount Previously Billed	
[Prime only]	
Total Current Bill [Prime only]	
Subconsultants	
Iteris, Inc	
HR Green	
Total	
Current Labor Hours	
Total Labor Hours Incurred To Date	
Total Estimated Labor Hours	

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.

**ATTACHMENT H
Consultant Fee Proposal**

gba Systems Integrators, LLC

Task	Director of Operations \$275.00	Sr. Systems Integrator \$160.00	System Integrator I \$145.00	System Integrator II \$130.00	Design Comm Tech I \$115.00	Office / Project Manager \$125.00	gbaSI Direct Expense	Sub Consult Iteris	Sub Consult HR Green	Total Task Fee
Task #1 - Project Kick-off Meetings	\$1,925.00	\$1,280.00	\$870.00	\$0.00	\$230.00	\$1,500.00	\$500.00	\$2,500.00	\$500.00	\$9,305.00
Project Setup and Preparations	1	2	2			4				
Kick-Off Meeting	2	2	4		2		\$500.00			
Quality Review and Assurance	4	4				8		\$ 2,500.00	\$ 500.00	
Task Total	7	8	6	0	2	12				

Task #2 - Investigate & Evaluate Existing Traffic Systems	\$550.00	\$1,600.00	\$1,740.00	\$520.00	\$5,520.00	\$500.00	\$500	\$2,500	\$7,500	\$20,930.00
Field Setup and Preparation	2	4	4	4	8	2				
Complete Field Inventory		6	8		40	2	\$500.00	\$2,500.00	\$7,500.00	
Task Total	2	10	12	4	48	4				

Task #3 - Prepare Traffic Signal Master Plan & SE Documents	\$1,100.00	\$1,920.00	\$1,740.00	\$260.00	\$1,380.00	\$250.00	\$0	\$10,000	\$0	\$16,650.00
Summarize Field Findings	4	12	12	2	12	2		\$10,000.00		
Task Total	4	12	12	2	12	2				

Task #4 -Develop Strategic Deployment Plan	\$2,200.00	\$3,840.00	\$4,350.00	\$1,560.00	\$575.00	\$500.00	\$0.00	\$20,000.00	\$2,000.00	\$35,025.00
Concept Plan, Cost Estimates & Improvement Lists	8	24	30	12	5	4		\$20,000.00	\$ 2,000.00	
Task Total	8	24	30	12	5	4				

Task #5 - Presentation of Report and Recommendations	\$3,850.00	\$3,200.00	\$6,670.00	\$2,080.00	\$1,150.00	\$500.00	\$640	\$0	\$0	\$18,090.00
Draft Report Preparation	8	12	12		2	4				
Exhibits and Figures	2	4	24	16	8					
Presentation to City	4	4	10				\$640.00			
Task Total	14	20	46	16	10	4				

PROJECT TOTALS	\$9,625.00	\$11,840.00	\$15,370.00	\$4,420.00	\$8,855.00	\$3,250.00	\$1,640.00	\$35,000.00	\$10,000.00	\$100,000.00
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ATTACHMENT I
Page 1 of 2
SUBCONSULTANT SCOPE AND BUDGET - ITERIS

Project Number: STP-A-0155(694)--86--85

State of Iowa

I hereby certify that I, **Dan Gilliam**, am the **Vice President, Contracts and Asst. Secretary** and duly authorized representative of the firm of **Iteris, Inc.**, whose address is **1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705-5551**, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.


Signature


Date

Iteris Inc will assist the Prime Consultant with QA/QC review of collected inventory information and data sets. Iteris will also provide resources for the preparation of improvement option matrix and the project recommendations. Iteris, Inc is responsible for the following work items:

Task 1 – Project Management: support project management and coordination activities for Iteris assigned work tasks, including:

- Project management, oversight and quality control of Iteris tasks
- Preparation of monthly invoices and progress reports for Iteris work

Task 2 – Existing Systems Inventories and Needs Assessment: Iteris will support HR Green in conducting system inventories and development of the Existing Condition documents. gbaSI will lead the development of the Needs Assessment report with input and review from Iteris and HR Green relative to signal systems and ATMS elements. Task is limited to 2 instances of Needs Assessment document development and review by OWNER.

Task 3 – Traffic Signal Master Plan and Development Strategy: Lead development and preparation of the Traffic Signal Master Plan and Development Strategy. Iteris will lead the development of these sections of the Master Plan with input and review from gbaSI and HR Green relative to previously complete tasks. This task is limited to 1 instances of Master Plan document development and 1 instance of response to plan review comments by the OWNER.

Task 4 – Schematic Design and Cost Estimate: Iteris will share responsibility with gbaSI for the development of the schematic design exhibits and preliminary cost estimates. gbaSI will lead the development of the design and cost estimations with input and assistance from Iteris relative to signal systems and ATMS elements. This task is limited by development of 2 instances of schematic design review and cost estimate preparation.

Iteris, Inc shall be paid the Lump Sum fee of \$35,000.00 for all services and materials provided as part of this project. Payment shall be a single payment for services paid to Iteris upon completion of all contracted services and upon payment to the Prime Consultant by the Client (i.e. pay when paid).

ATTACHMENT I
Page 2 of 2
SUBCONSULTANT SCOPE AND BUDGET

Subconsultants Cost Estimate – ITERIS DRAFT
Ames Traffic Signal System Master Plan

Task	Project Manager \$265.00	Sr. Transp Engr \$250.00	Transp Engr \$140.00	Transp Engr \$90.00	Admin \$70.00	Expenses	Total Task Fee
Task #1 - Project Kick-off Meetings	\$1,325.00	\$1,000.00	\$0.00	\$0.00	\$140.00	\$ 35.00	\$2,500.00
Project Setup and Preparations	0						
Kick-Off Meeting							
Quality Review and Assurance	5	4			2	\$35.00	
Task Total	5	4	0	0	2		

Task #2 - Investigate & Evaluate Existing Traffic Systems	\$0.00	\$250.00	\$1,260.00	\$810.00	\$70.00	\$110	\$2,500.00
Field Setup and Preparation							
Complete Field Inventory		1	9	9	1	\$110.00	
Task Total	0	1	9	9	1		

Task #3 - Prepare Traffic Signal Master Plan & SE Documents	\$2,650.00	\$2,500.00	\$2,800.00	\$1,800.00	\$210.00	\$ 40.00	\$10,000.00
Summarize Field Findings	10	10	20	20	3	\$ 40.00	
Task Total	10	10	20	20	3		

Task #4 -Develop Strategic Deployment Plan	\$5,565.00	\$7,500.00	\$4,200.00	\$2,250.00	\$280.00	\$ 205.00	\$20,000.00
Concept Plan, Cost Estimates & Improvement Lists	21	30	30	25	4	\$ 205.00	
Task Total	21	30	30	25	4		

Task #5 - Presentation of Report and Recommendations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$0.00
Draft Report Preparation							
Exhibits and Figures							
Presentation to City							
Task Total	0	0	0	0	0		


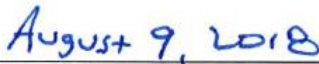
PROJECT TOTALS	\$9,540.00	\$11,250.00	\$8,260.00	\$4,860.00	\$700.00	\$390.00	\$35,000.00
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ATTACHMENT J
Page 1 of 2
SUBCONSULTANT SCOPE AND BUDGET – HR Green

Project Number: STP-A-0155(694)--86--85

State of Iowa

I hereby certify that I, **David R. Dougherty, PE**, am the **Vice President** and duly authorized representative of the firm of **HR Green, Inc**, whose address is **5525 Merle Hay Road, Suite 200, Johnston, IA 50131**, and do hereby certify that the below Scope of Services and Subconsultant Budget Proposals are a true and accurate copy of the Scope of Services and Subconsultant Budget. Any changes to the proposed Scope and Budget shall be documented, signed by both the **Consultant** and subconsultant, and approved by the **Contract Administrator**.

 _____ Signature David R. Dougherty	 _____ Date
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HR Green, Inc will assist the Prime Consultant with the field inventory and QA/QC review of collected inventory information and data sets. HR Green, Inc is responsible for the following work items:

Task 1 – Project Management: support project management and coordination activities for HR Green assigned work tasks, including:

- Project management, oversight and quality control of HR Green tasks
- Preparation of monthly invoices and progress reports for HR Green work

Task 2 – Existing Systems Inventories and Needs Assessment: HR Green will lead the efforts in conducting system inventories and development of the Existing Condition documents. gbaSI will lead the development of the Needs Assessment report with input and review from HR Green relative to existing infrastructure and traffic system elements. Task is limited to 2 instances of Needs Assessment document development and review by OWNER.

Task 3 – Traffic Signal Master Plan and Development Strategy: no direct responsibility under this task.

Task 4 – Schematic Design and Cost Estimate: HR Green will support the development of the schematic design exhibits and preliminary cost estimates with reviews and comments to preliminary documents. This task is limited by development of 2 instances of schematic design review and cost estimate preparation.

HR Green , Inc shall be paid the Lump Sum fee of \$10,000.00 for all services and materials provided as part of this project. Payment shall be a single payment for services paid to HR Green upon completion of all contracted services and upon payment to the Prime Consultant by the Client (i.e. pay when paid).

ATTACHMENT J
Page 2 of 2
SUBCONSULTANT SCOPE AND BUDGET – HR Green

Subconsultants Cost Estimate – HR GREEN DRAFT
Ames Traffic Signal System Master Plan

Task	Principal \$250.00	Sr. Professional \$200.00	Professional \$170.00	Sr. Field Personnel \$150.00	Admin \$75.00	Expenses	Total Task Fee
Task #1 - Project Kick-off Meetings	\$250.00	\$200.00	\$0.00	\$0.00	\$0.00	\$ 50.00	\$500.00
Project Setup and Preparations	0						
Kick-Off Meeting							
Quality Review and Assurance	1	1				\$50.00	
Task Total	1	1	0	0	0		

Task #2 - Investigate & Evaluate Existing Traffic Systems	\$2,000.00	\$2,000.00	\$1,700.00	\$1,650.00	\$150.00	\$0	\$7,500.00
Field Setup and Preparation							
Complete Field Inventory	8	10	10	11	2		
Task Total	8	10	10	11	2		

Task #3 - Prepare Traffic Signal Master Plan & SE Documents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$0.00
Summarize Field Findings							
Task Total	0	0	0	0	0		

Task #4 -Develop Strategic Deployment Plan	\$1,000.00	\$400.00	\$340.00	\$0.00	\$150.00	\$ 110.00	\$2,000.00
Concept Plan, Cost Estimates & Improvement Lists	4	2	2	0	2	\$ 110.00	
Task Total	4	2	2	0	2		

Task #5 - Presentation of Report and Recommendations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$0.00
Draft Report Preparation							
Exhibits and Figures							
Presentation to City							
Task Total	0	0	0	0	0		

PROJECT TOTALS	\$3,250.00	\$2,600.00	\$2,040.00	\$1,650.00	\$300.00	\$160.00	\$10,000.00
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Professional Service Agreement

This Agreement ("Agreement") is entered into on _____, 2018 between City of Ames, CITY, and GBA Systems Integrators, LLC., ENGINEER. The parties to this Agreement are referred to individually as a "Party" and collectively as the "Parties."

In consideration of the acts and promises contained in this Agreement and other valuable consideration, the Parties agree as follows:

SECTION 1 - PROJECT

The City of Ames has determined to the satisfaction of its Governing Body that GBA Systems Integrators, LLC. is qualified to undertake and perform Traffic Signal Systems Master Plan and hereby selects and hereby employs the ENGINEER to perform professional services to Traffic Signal Systems Master Plan (hereinafter referred to as the "Project").

SECTION 2 - SCOPE OF SERVICES

A. BASIC SERVICES. Upon execution of this Agreement by the CITY or on such other schedule contained herein, the ENGINEER shall provide the following services ("Services") pertaining to the Project as basic Services ("Basic Services"):

1. Investigate and Evaluate Existing Traffic Systems – Prepare a Technical Memorandum of Findings
2. Prepare Traffic Signal Master Plan and Systems Engineering Document that includes; Needs Assessment, Concept of Operations, Alternatives Evaluation, and Recommended Improvement Strategies
3. Develop a Strategic Deployment Plan that includes; High Level Concept Plans, Concept Level Cost Estimates, and Prioritized List of Improvement Projects
4. Those Services not normally self-performed by the ENGINEER, but essential to the successful completion of the Project, will be subcontracted by the ENGINEER to subconsultants, who will be selected by the ENGINEER and the CITY.

B. ADDITIONAL SERVICES.

The ENGINEER shall provide the following additional Services (“Additional Services”) as agreed upon by the Parties in an Amendment to this Agreement, if requested by the City:

1. Services resulting from significant changes in the general scope of the Project or its design, including, without limitation, changes in size, complexity, CITY’s schedule, or character of construction; and revising studies, reports, design documents, or Contract Documents previously approved by CITY.
2. Time spent in preparing for and attending public hearings at the request of CITY.
3. Preparing to serve or serving as a consultant or witness for CITY in any litigation or other legal or administrative proceeding involving the Project.
4. Full-time resident observation Services.

SECTION 3 – Responsibilities of CITY

A. CITY REPRESENTATIVE

1. The CITY hereby designates the following representative who is authorized to act on CITY’s behalf with respect to the Project: Damion Pregitzer – City Traffic Engineer. The CITY or such authorized representative will make decisions in a timely manner pertaining to documents and questions submitted by the ENGINEER, in order to avoid delay in the orderly and sequential progress of the Services.

B. AUTHORIZATIONS

1. The CITY shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.

C. INFORMATION

1. The CITY shall provide to the ENGINEER the following:
 - a. All available reports, plans, specifications, background information, and other data pertinent to the Services;
 - b. All available road maps, topographic maps, plat maps, records, reports, correspondence, previous studies, plans and other data pertinent to the Services, including information previously prepared or obtained by others;

- c. All property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restriction that are needed to complete the Basic Services; and
 - f. The CITY's written requirements for the Project including, without limitation, schedule milestones, any financial constraints, and any pertinent criteria, standards, codes, design objectives, or design constraints.
2. The ENGINEER shall be entitled to rely on the accuracy and completeness of all information and data provided by the CITY.

D. ACCESS TO SITE.

1. The CITY shall assist the ENGINEER in arranging for access to the Site for the purpose of performing the Services.

E. EASEMENTS AND LEGAL DESCRIPTIONS.

1. The CITY shall be responsible for obtaining all necessary easements and right-of-way for the Project.

F. NOTICE OF DEFICIENCY OR CHANGE.

1. The CITY shall report to the ENGINEER any suspected deficiency in the Services within twenty-one (21) days after the CITY becomes aware of the potential defect. CITY further agrees to impose a similar notification requirement in its contracts with all contractors, design professionals, subcontractors, and consultants involved in the Project
2. The CITY shall give prompt written notice to ENGINEER whenever CITY becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.

G. MISCELLANEOUS.

1. If requested by the ENGINEER the CITY shall furnish evidence of financial arrangements that have been made to fulfill CITY's obligations under this Agreement.
2. The ENGINEER shall have no obligation to CITY to execute any document subsequent to the signing of this Agreement, including, without limitation, lender consent or certification, requiring knowledge, services, or responsibilities beyond the scope of this

Agreement. The proposed language of any such document will be submitted to ENGINEER at least ten (10) days in advance of the requested date of execution. The execution of any such document shall not create any rights in favor of a lender or other third party.

SECTION 4 - COMPENSATION

- A. COMPENSATION.** The CITY shall compensate the ENGINEER for the Basic Services rendered and expenses incurred on a Standard Hourly Charge-out Rate plus Expenses basis for a maximum of \$ 100,000.00 . The maximum compensation shall not be exceeded without further authorization by an Amendment to this as approved by the CITY. The Parties agreed that Exhibit "A" is subject to adjustment on October 1st of each year by the ENGINEER to reflect any increase in salaries and overhead costs.
- B. PAYMENTS.** The CITY shall make payments to the ENGINEER on a monthly basis upon receipt of an invoice from the ENGINEER for work completed. Invoices shall be accompanied by an appropriate breakdown consistent with Section A - Compensation. The CITY shall make payment to the ENGINEER within thirty (30) days following the date of each invoice. If the CITY does not make payment by the due date, the CITY shall pay interest at the maximum rate allowed by law.

SECTION 5 – INSURANCE

- A. REQUIRED COVERAGES.** During the performance of the Services, ENGINEER shall maintain the following insurance:
1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
 2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident;
 3. Umbrella Excess Liability Insurance (General and Automobile Liability) with a limit of \$2,000,000 for each occurrence and in the aggregate;
 4. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with a limit of \$1,000,000; and
 5. Professional Liability Insurance, with a limit of \$2,000,000 for each claim and annual aggregate.
- B. MUTUAL WAIVER OF SUBROGATION.** To the extent that damages are covered by property insurance maintained during or after the completion of the Services, the CITY and the ENGINEER waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. The CITY and the ENGINEER shall require the same waiver by their respective

contractors, subcontractors, consultants.

SECTION 6 - TERMINATION

- A. TERMINATION BY CITY.** The CITY may terminate this Agreement as follows:
1. The CITY may terminate this Agreement at any time without cause, or with cause due to a material breach of this Agreement, upon giving the ENGINEER fourteen (14) calendar days' prior written notice.
 2. Within thirty (30) calendar days of a termination for convenience, the CITY shall pay the ENGINEER for all Services rendered to the date of termination and all costs incurred or that ENGINEER could not reasonably avoid, including, without limitation, demobilization, reassignment of personnel, and space and equipment costs.
- B. TERMINATION BY ENGINEER.** The ENGINEER may terminate this Agreement for cause upon giving the CITY fourteen (14) calendar days' prior written notice, for any of the following reasons:
1. A material breach by the CITY of this Agreement, including, without limitation, failure to make payment as required by this Agreement;
 2. A transfer of ownership of the Project by the CITY to any other persons or entities not a party to this Agreement without the prior written agreement of the ENGINEER; and/or
 3. A material change in the conditions under which this Agreement was entered into, coupled with the failure of the Parties to agree on the fees and charges for the Additional Services required because of such change.

SECTION 7 - MISCELLANEOUS

- A. INSTRUMENTS OF SERVICE.** The ENGINEER's reports, drawings, specifications, and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the ENGINEER which also retains the copyrights. During the Project, and conditioned on the CITY satisfying its payment obligations under this Agreement, CITY shall have a non-exclusive license to use the Instruments of Service with respect to the Project. CITY shall not assign its license to third parties without the written consent of the ENGINEER. However, CITY may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding or building the Project and to governmental authorities for the purpose of securing permits, licenses, and approvals.
- B. REUSE OR MODIFICATION.** The Instruments of Service prepared by ENGINEER are not intended or represented to be suitable for reuse by the CITY or others on extensions to or modifications of the Project or on any other project. Any reuse or modification without the prior written

consent of the ENGINEER will be at the CITY's sole risk and without any liability of ENGINEER. The CITY agrees, to the fullest extent permitted by law, to hold the ENGINEER harmless from any claim, liability or cost arising or allegedly arising out of any unauthorized reuse or modification of the Instruments of Service by the CITY or any person or entity that acquires or obtains the Instruments of Service from or through the CITY without the written authorization of the ENGINEER.

- C. CONFIDENTIALITY.** The ENGINEER agrees to keep confidential and not disclose to any person or entity any data and information not previously known to the ENGINEER and marked "CONFIDENTIAL" by the CITY. These provisions shall not apply to disclosure to the ENGINEER's employees and subconsultants, the general contractor, subcontractors, and permit authorities. Confidential information shall not include information that otherwise comes into the public domain. The ENGINEER will not be restricted from giving notices required by law, complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or reasonably using any information in the defense of any suit or claim.
- D. LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the CITY and the ENGINEER the risks have been allocated such that the CITY agrees, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, to limit the liability of the ENGINEER its employees, subconsultants, and subcontractors, to the CITY for any and all claims, losses, costs, damages of any nature whatsoever, in any way pertaining to or arising out of the performance of the Services, shall not exceed the amount of liability insurance of the ENGINEER that is required by this Agreement. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty. The parties acknowledge sufficient consideration has been given for this limitation.
- E. INDEMNIFICATION BY ENGINEER.** Subject to the limitation of liability provision above, the ENGINEER agrees to indemnify and hold the CITY harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the ENGINEER or its subconsultants.
- F. HOLD HARMLESS BY CITY.** The CITY agrees, to the fullest extent permitted by law, to hold the ENGINEER harmless from any loss, damage, or cost, to the extent caused by the negligent acts, errors or omissions of the CITY or its contractors, subcontractors or consultants or employees.
- G. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, the ENGINEER and the CITY waive any and all claims against each other and their employees, consultants and subconsultants whether based on contract, indemnity, warranty, tort, strict liability or otherwise, for indirect, incidental, punitive, or consequential damages, including, without limitation, loss of use, profits, business, reputation or financing, and principal office overhead and expenses, in any way pertaining to or arising out of this Agreement or the Project.

- H. NO CONSTRUCTION PHASE SERVICES.** If the ENGINEER is not authorized to perform Services during the construction phase, if any, of the Project, the CITY is responsibility for all services including, without limitation, observation of the construction Work (“Work”) and interpretation of the Contract Documents. The CITY shall hold harmless the ENGINEER against all claims, losses, damages, injuries, and expenses arising out of or resulting from the performance of such services by CITY or others.
- I. DELIVERY OF SERVICES.** Except as provided herein, the Services shall be carried to completion without undue interruption. Subject to acquisition of essential data from the CITY, the Services shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.
- J. DELAY.** The ENGINEER shall not be responsible for a delay in the Project or performance of the Services when the delay is caused by the CITY, its employees, consultants or contractors, or other circumstance beyond the reasonable control of ENGINEER including, without limitation, abnormal weather condition, flood, earthquake, fire, epidemic, war, riot, civil disturbance, terrorism, strike, lockout, work slowdown, and other labor disturbance, judicial restraint, and inability to procure permits, licenses, or authorization from any local, state, or federal agency.
- K. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its principles of conflicts of laws.
- L. OPINIONS OF PROBABLE COSTS AND SCHEDULE.** Opinions of the probable costs and schedule prepared by the ENGINEER) are based on the ENGINEER’s experience, qualifications, and judgment as a professional. Since the ENGINEER has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, the ENGINEER cannot and does not guarantee that the actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from the estimates and projections prepared by the ENGINEER. If the CITY desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- M. STANDARD OF CARE.** ENGINEER shall perform its Services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the profession of the ENGINEER. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by ENGINEER.
- N. COMPLIANCE WITH LAWS.** The ENGINEER agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. The ENGINEER shall procure the professional licenses

necessary to allow ENGINEER to perform the Services. The CITY shall likewise comply with such laws to the extent applicable to the CITY's role and performance of this Agreement.

- O. ACCRUAL OF CAUSES OF ACTION.** Causes of action between the Parties shall accrue and applicable statutes of limitation shall commence to run on the earliest of the date the Services are substantially complete under this Agreement the date as provided by law.
- P. DOCUMENTS PREPARED BY OTHERS.** The ENGINEER shall not be responsible for any plans, specifications, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the CITY's consultants.
- Q. RECOMMENDATIONS OF THE ENGINEER** If the CITY requires that any assembly, system, product, item of material, or design be included in the Project without (or against) the ENGINEER's recommendation, the ENGINEER shall have no responsibility for such decision by the CITY or for the performance of such those items, nor shall the ENGINEER be required to issue any opinion or certificate with respect to such items.
- R. HAZARDOUS MATERIALS.** The ENGINEER is not providing any service related to asbestos or hazardous or toxic materials. In the event ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the Project, or should it become known in any way that such materials may be present at the Project or any adjacent areas that may affect the performance of the Services, the ENGINEER may, at its option and without liability for any damages, suspend performance of its Services until the CITY retains the appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and verifies that the Project is in full compliance with applicable laws and regulations.
- S. SERVICES IN PROGRESS.** Any Service performed by the ENGINEER shall not be deemed complete, nor may it be relied upon as complete, until final completion of the Project. Prior to that time, any information or Instruments of Service generated by the ENGINEER shall be considered as preliminary work in progress and subject to revision. The ENGINEER) cannot guarantee the suitability of this information for anyone's purposes and shall have no liability or responsibility whatsoever for the use of such incomplete and preliminary information by the CITY or others.
- T. NOT A MUNICIPAL ADVISOR.** ENGINEER will not be acting as a fiduciary of the CITY and will not be serving as a "municipal advisor" to the CITY within the meaning of the Dodd–Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.
- U. NOTICES AND COMMUNICATIONS.** All notices and communications required by this Agreement shall be made in writing and delivered in person by overnight courier, or sent by certified or registered mail, return receipt requested, postage prepaid, to the respective Party at the following address:

CITY:

City of Ames

515 Clark Avenue

Ames, IA 50010

Attention: Damion Pregitzer

ENGINEER:

GBA Systems Integrators, LLC.

9801 Renner Boulevard

Lenexa, KS 66219-9745

Attention: James Gilbert

SECTION 8 – DISPUTE RESOLUTION

- A. DIRECT DISCUSSIONS.** The parties shall attempt to amicably resolve all disputes through direct discussion and negotiation between the designated representatives of each party. If that is unsuccessful, the dispute shall be submitted to the President, Director of Operations, or equivalent position of the ENGINEER and the CITY for discussion as a condition precedent to litigation.
- B. NON-BINDING MEDIATION.** If direct negotiation required by the preceding paragraph is not successful, the parties will submit any claim or dispute arising out of or related to this Agreement or the Project to non-binding mediation before a third-party mediator as a condition precedent to litigation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

SECTION 9 – OTHER PROVISIONS

- A. FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement shall be deemed to have the same force and effect as an original signature.
- B. WAIVER.** A waiver by either the CITY or the ENGINEER of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.
- C. SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.
- D. INTEGRATION.** This Agreement and documents made a part hereof by reference represent the entire Agreement between the CITY and the ENGINEER. This supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. If the CITY issues a purchase order or work order to the ENGINEER at any time, no preprinted terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the ENGINEER will be for the sole purpose of facilitating the CITY's operations.

- E. **HEADINGS.** The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to by any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.
- F. **ASSIGNMENT.** Neither Party shall assign this Agreement or any rights or duties under the same without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the ENGINEER from employing independent consultants, associates, and subcontractors to assist in the performance of the Services or from assigning any receivables to a third party.
- G. **THIRD PARTIES.** Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the CITY and the ENGINEER

IN WITNESS WHEREOF, City of Ames and GBA Systems Integrators, LLC., by their authorized representatives, have hereunto subscribed their names this _____, 2018.

Executed in duplicate with copies to the CITY and ENGINEER.

CITY

City of Ames

John A. Haila, Mayor

Attest by:

Diane R. Voss, City Clerk

ENGINEER

GBA Systems Integrators, LLC.


James L. Gilbert, PE, PTOE

Director of Operations

EXHIBIT A STANDARD HOURLY RATES

Employment Classification	Hourly Rate
Director of Operations	\$ 275.00
Senior Associate	\$ 235.00
Associate	\$ 200.00
Senior Integration Manager	\$ 160.00
System Integrator I	\$ 145.00
System Integrator II	\$ 130.00
System Integrator III	\$ 120.00
Technical Services Manager	\$ 155.00
Senior Communications Technician	\$ 140.00
Communications Design Tech I	\$ 115.00
Communications Design Tech II	\$ 90.00
Intern	\$ 65.00
Project / Office Manager	\$ 125.00
Level 1 IMSA / Safety / Maint. Trainer	\$ 135.00
Level 2 Comm / Networks Trainer (CCNP)	\$ 160.00
Level 3 Certified Engineer Trainer	\$ 200.00

1600 4th Ave
Suite 410
Rock Island, Illinois
61201-8632

Equipment

Small UAV (drone) equipment	\$ 45.00	per hour
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Expenses

Personal and Company Vehicles	\$ 00.54	per mile
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Reimbursable expenses (printing and plotting, long distance telephone, travel, per diem, etc.) incurred will be charged at cost plus 10% to cover administrative overhead, unless otherwise stipulated by contract.