

ITEM#: 19
DATE: 06-22-21

COUNCIL ACTION FORM

SUBJECT: INTELLIGENT TRANSPORTATION PROGRAM PHASE 2 (IOWA CLEAN AIR ATTAINMENT PROGRAM GRANT AND AMENDMENT NO.1 TO PROFESSIONAL SERVICE AGREEMENT)

BACKGROUND:

The Intelligent Transportation System (ITS) program in the Capital Improvements Plan (CIP) will implement “state of the art/practice” technologies such as adaptive traffic features, which will automatically adjust signal timings to real-time traffic conditions. The system will also provide a wealth of performance data to allow the City to optimize, track, and forecast transportation operations.

Staff submitted a grant application for Phase 2 of the ITS traffic network implementation to Iowa DOT and was informed that the grant was awarded.

A grant was also awarded for Phase 1 and Iowa DOT has allowed both phases to be combined into one project, which will be let by Iowa DOT. Therefore, an amendment to the Professional Service Agreement (PSA) with GBA System Integrators, currently under contract for Phase 1 design, will allow the project to move forward with the development of combined plans and specifications that incorporate Phase 2.

Below is the revenue for Phase 1 and 2:

Budget	FY 2020/21	FY 2021/22	Totals
	Phase 1	Phase 2	
ICAAP	\$1,176,518	\$1,400,000	\$2,576,518
G.O. Bonds	\$141,900	\$160,400	\$302,300
Road Use Tax	\$225,800	\$197,600	\$423,400
Totals	\$1,544,218	\$1,758,000	\$3,302,218

Estimated costs for the project are as follows:

	Engineering	Construction	Totals
Phase 1	\$193,740	\$1,280,000	\$1,473,740
Phase 2	\$203,625	\$1,470,000	\$1,673,625
Totals	\$397,365	\$2,750,000	\$3,147,365

Attached to the Council Action Form are: 1) Iowa Clean Air Attainment Program (ICAAP) grant agreement, 2) the existing PSA with GBA Systems Integrators for Phase 1, and 3) Amendment No.1 of the PSA with GBA Integrators to include the design work related to these additional funds (Phases 1 and 2 together).

ALTERNATIVES:

1. a) Approve the Iowa Clean Air Attainment Program grant agreement for Phase 2 (\$1,400,000).
b) Approve Amendment No.1 with GBA Systems Integrators in the amount not to exceed an increase of \$203,625, bringing the total authorized amount to \$397,365.
2. Reject the ICAAP Grant and amendment to the PSA, thus only moving forward with Phase 1.

CITY MANAGER'S RECOMMENDED ACTION:

The ITS Program provides for a much-needed modernization of the traffic system infrastructure for the City of Ames. This project is expected to make significant performance improvements to transportation efficiency and reduce Green House Gases from vehicle emissions. It will also provide ancillary high speed fiber connectivity for all City departments who may also benefit from technology improvements. **Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.**

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for an
Iowa's Clean Air Attainment Program (ICAAP) Federal-aid Swap Project

Recipient: **City of Ames**

Project Number(s): **ICAAP-SWAP-0155(708)—SH-85**

Iowa DOT Agreement Number: **2021-ICAAP-SWAP-01**

This agreement, made as of the date of the last party's signature below, is between City of Ames, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Iowa's Clean Air Attainment Program (ICAAP) Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide ICAAP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be Jared Smith, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Recipient's contact person shall be the Damion Pregitzer, City of Ames, 515 Clark Ave, Ames, Iowa 50010, 515-239-5160.
3. The Recipient shall be responsible for the development and completion of the following described ICAAP project:

Second Phase Deployment Ames Traffic Signal Master Plan

4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project. Systems engineering analysis and product procurement and installation are also eligible activities for Adaptive Signal Control Technology projects only. All costs must be directly related to the project described in this agreement. Costs incurred prior to the date of this agreement are not eligible for reimbursement. The Department has the sole authority to determine the eligibility of a cost for reimbursement.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from ICAAP Federal-aid Swap funds. The portion of the project costs reimbursed with

ICAAP Federal-aid Swap funds shall be limited to a maximum of either 80 percent of eligible costs or \$(1,400,000), whichever is less.

6. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution. The local contribution must equal a minimum of 20 percent of eligible project costs.
7. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes that project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds will not be reimbursed.
8. The Recipient must have let the contract or have otherwise completed the project within two years of October 1, 2021. If the Recipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
9. The Recipient shall provide a summary report measuring the success of its effect on vehicle emissions to the Department upon completion of the project and prior to requesting final reimbursement of ICAAP Federal-aid Swap funds. The report will include before and after project emissions calculations comparing new data compiled after project completion to the data submitted with the project application. Through a quantitative analysis, the summary must show how many kilograms of pollutants (including CO, VOC, NOx, and if applicable PM) have been reduced. The preparation of this summary may require additional data collection or modeling. These tasks or services are not considered project costs and are not eligible for reimbursement.
10. If the project purpose is to implement, deploy, or install ASCT, the Recipient will complete a systems engineering analysis appropriate to the scale of the project in accordance with the August 2012 Federal Highway Administration (FHWA) publication, "Model Systems Engineering Documents for Adaptive Signal Control Technology Systems." This document is available on the FHWA website at: https://ops.fhwa.dot.gov/publications/fhwahop11027/mse_asct.pdf. This analysis will be submitted to the Department for review and approval. Costs associated with the preparation of this analysis are eligible project costs. The Recipient will follow the guidance provided by this analysis in the evaluation, selection, and implementation of ASCT.
11. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.

12. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
13. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
14. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
15. This agreement is not assignable without the prior written consent of the Department.
16. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
17. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
18. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

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

RECIPIENT: City of Ames

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Ames, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION

Planning, Programming and Modal Division

800 Lincoln Way, Ames, Iowa 50010

Tel. 515-239-1664

By: _____ Date _____, _____

Craig Markley
Director
Office of Systems Planning

EXHIBIT 1

General Agreement Provisions for use of ICAAP Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

3. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

4. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

5. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities. Such projects will let at the Department.

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient (special provisions) for individual construction items shall be approved by the Department.
- iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

6. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

7. Reimbursements.

- a. Costs incurred prior to the date of the executed project funding agreement are not eligible for reimbursement. Reimbursement of eligible costs may be requested only after the project is programmed in the Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
- b. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- c. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- d. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- e. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Office, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- f. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received including but not limited to: Federal funds, state funds, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

8. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete and the Department has approved the emissions summary report submitted by the Recipient after completion of the project.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).

Professional Service Agreement

This Agreement ("Agreement") is entered into on the 18 February 2021, between City of Ames, IA, City, and GBA Systems Integrators, LLC, Engineering Design Team. 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, IA has determined to the satisfaction of its Governing Body that GBA Systems Integrators, LLC is qualified to undertake and perform Ames ATMS ITS Design and hereby selects and hereby employs the Engineering Design Team to perform professional services to Ames ATMS ITS Design (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 Engineering Design Team shall provide the following services ("Services") pertaining to the Project as basic Services ("Basic Services") Refer to Attachment "A" for a detailed scope of services:

1. System Engineering Review
2. Communication Network Architectural Design
3. Phase 1 PS&E Documents
4. Construction Period Services & Integration Assistance
5. Those Services not normally self-performed by the Engineering Design Team, but essential to the successful completion of the Project, will be subcontracted by the Engineering Design Team to subconsultants, who will be selected by the Engineering Design Team and the City. Basic Services that are considered essential to the successful completion of the project by both the Engineering Design Team and the City.

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. The City or such authorized representative will make decisions in a timely manner pertaining to documents and questions submitted by the Engineering Design Team, in order to avoid delay in the orderly and sequential progress of the Services.

2. The City shall establish a Project Steering Committee to provide input and work with the Engineering Design Team to review preliminary findings and concur with the final recommendations.

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.
2. The City shall furnish to the Engineering Design Team a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION

1. The City shall provide to the Engineering Design Team 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. The names, addresses, and phone numbers of all previous tenants of this facility, including a description of past uses; and. 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 Engineering Design Team shall be entitled to rely on the accuracy and completeness of all information and data provided by the City.

D. ACCESS TO SITE

The City shall arrange for access to and make all provisions for Engineering Design Team to enter upon public and private property (subject to City's easements) as required by Engineering Design Team to perform the Services.

- E. EASEMENTS AND LEGAL DESCRIPTIONS.** The City shall be responsible for obtaining all necessary easements and right-of-way for the Project. Engineering Design Team will provide property the necessary legal description(s) and easement form, if necessary.

F. NOTICE OF DEFICIENCY OR CHANGE.

1. The City shall report to the Engineering Design Team 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. The failure of the City to notify the Engineering Design Team as required herein shall relieve the Engineering Design Team of any liability for costs of remedying the defects.

2. The City shall give prompt written notice to Engineering Design Team whenever City becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.
4. The City shall obtain bids or proposals from Contractor(s).
5. The City shall pay for all filing fees and application fees to and permits from all governmental authorities having jurisdiction over the Project and to or from others as may be necessary for completion of the Project.
6. The Engineering Design Team 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 Engineering Design Team 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

COMPENSATION. *(Fee Based on Standard Hourly Chargeout Rates plus Expenses with a Guaranteed Maximum Fee)*

1. The City shall compensate the Engineering Design Team for the Basic Services rendered and expenses incurred a maximum of \$ 193,740.00. The maximum compensation shall not be exceeded without further authorization by an Amendment to this as approved by the City.

Compensation to the Engineering Design Team by the City shall be based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in attached Exhibit "B" (gbaSI) and Exhibit "C" (HR Green), which is incorporated herein.

The Parties agreed that Exhibits "B" and "C" is subject to adjustment on October 1st of each year by the Engineering Design Team to reflect any increase in salaries and overhead costs.

SECTION 5 – INSURANCE

- A. Required Coverages.** During the performance of the Services, Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team fourteen (14) calendar days' prior written notice.
 2. Within thirty (30) calendar days of a termination for convenience, the City shall pay the Engineering Design Team for all Services rendered to the date of termination and all costs incurred or that Engineering Design Team could not reasonably avoid, including, without limitation, demobilization, reassignment of personnel, and space and equipment costs.
- B. Termination by Engineering Design Team.** The Engineering Design Team 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 Engineering Design Team; 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.
- C. **Suspension for Non-Payment.** The Engineering Design Team may, at its option and without waiving the right to terminate, suspend all services for non-payment on seven (7) days' written notice to the City.

SECTION 7 - MISCELLANEOUS

The Engineering Design Team's reports, drawings, specifications, and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service"). Nevertheless, the Instruments of Services, including the copyrights, shall become the property of the City upon completion of the Services and payment in full amount due to the Engineering Design Team. The Engineering Design Team shall retain all rights to its standard drawing details, specifications, databases, computer software, and other proprietary property. The transfer of ownership upon final payment by City shall not be deemed to be a sale by the Engineering Design Team and the Engineering Design Team makes no warranties, express or implied, of merchantability or fitness for a particular purpose with respect to the Instruments of Service.

- A. **Reuse or Modification.** The Instruments of Service prepared by Engineering Design Team 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 Engineering Design Team will be at the City's sole risk and without any liability of Engineering Design Team. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Engineering Design Team harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) 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 Engineering Design Team.
- B. **Confidentiality.** The Engineering Design Team agrees to keep confidential and not disclose to any person or entity any data and information not previously known to the Engineering Design Team and marked "CONFIDENTIAL" by the City. These provisions shall not apply to disclosure to the Engineering Design Team'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 Engineering Design Team 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.

- C. **Limitation of Liability.** To the maximum extent permitted by law and for adequate consideration, the total liability of Consultant and its employees and sub-consultants for City's damages, in any way arising out of the services of Consultant, shall be limited to Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. 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.
- D. **Indemnification by City.** The City agrees, to the fullest extent permitted by law, to indemnify and hold the Engineering Design Team 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.
- E. **Mutual Waiver of Consequential Damages.** To the fullest extent permitted by law, the Engineering Design Team 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.
- F. **No Construction Phase Services.** If the Engineering Design Team 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 defend, indemnify, and hold harmless the Engineering Design Team against all claims, losses, damages, injuries, and expenses arising out of or resulting from the performance of such services by City or others.
- G. **Construction Phase Services.**
1. If the Services include construction phase Services, the Parties agree the Engineering Design Team shall not be responsible for:
 - a. any change in the responsibilities and liabilities of the Engineering Design Team based upon the terms of the General Conditions or other provisions in the agreement between the City and the construction contractor, unless this Agreement is amended in writing to reflect that change;
 - b. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
 - c. the contractor's failure to perform the Work in accordance with the Contract Documents;
 - d. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.
 2. Observation of the Work of any contractor is for the purpose of becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work, when

completed, will comply with the applicable Contract Documents. The Engineering Design Team will not be required to make exhaustive or continuous on-site observations. Based on the observations, the Engineering Design Team will endeavor to report to the City any detected deviations from the Contract Documents.

3. The Engineering Design Team will not have the authority to stop the Work of a contractor.
 4. If the Engineering Design Team is authorized to interpret and decide matters concerning the performance of any contractor or the requirements of the applicable Contract Documents, it shall not show partiality to the City or contractor and shall not be liable to either for interpretations and decisions rendered in good faith.
 5. The Engineering Design Team's approval of an application for payment submitted by a contractor shall mean that, to the best of the Engineering Design Team's knowledge and information, the Work has progressed to the point represented by the contractor and it appears to comply with applicable Contract Documents. The Engineering Design Team will not be required to perform a detailed audit of the application or determine how or for what purpose the contractor has used monies previously paid by the City.
 6. The Engineering Design Team will review any contractor submittals within a reasonable time, but only for the purpose of checking for conformance with the design concept expressed in the applicable Contract Documents. The Engineering Design Team shall not be responsible for approving or determining the accuracy or completeness of items that are the contractor's responsibility, such as dimensions, quantities, means, methods, techniques, sequences, safety precautions, and installation or performance of equipment or systems. Approval of an item shall not indicate approval of an assembly of which the item is a component. Any deviation from the Contract Documents contained in the submittal must be brought to the attention of the Engineering Design Team in writing by the contractor and approved by the City in a Change Order to the construction contract.
 7. When the Engineering Design Team includes a performance specification in its Instruments of Service, or a contractor has a design-build obligation with respect to a portion of the Project, the Engineering Design Team will be entitled to rely upon the services, certifications, and approvals performed or provided by design professionals employed by the contractor.
- H. **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 Engineering Design Team.
- I. **Delay.** The Engineering Design Team 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 Engineering Design Team 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.

- J. **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.
- K. **Opinions of Probable Costs and Schedule.** Opinions of the probable costs and schedule prepared by the Engineering Design Team) are based on the Engineering Design Team's experience, qualifications, and judgment as a professional. Since the Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team. If the City desires more accurate estimates or projections, it should retain the services of a construction estimator and/or scheduler.
- L. **Standard of Care.** Engineering Design Team 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 Engineering Design Team. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by Engineering Design Team.
- M. **Compliance with Laws.** The Engineering Design Team agrees to comply with applicable federal, state, local laws, regulatory requirements, and codes. The Engineering Design Team shall procure the professional licenses necessary to allow Engineering Design Team 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.
- N. **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.
- O. **Documents Prepared by Others.** The Engineering Design Team 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.
- P. **Recommendations of the Engineering Design Team** If the City requires that any assembly, system, product, item of material, or design be included in the Project without (or against) the Engineering Design Team's recommendation, the Engineering Design Team shall have no responsibility for such decision by the City or for the performance of such those items, nor shall the Engineering Design Team be required to issue any opinion or certificate with respect to such items.
- Q. **Hazardous Materials.** The Engineering Design Team is not providing any service related to asbestos or hazardous or toxic materials. In the event Engineering Design Team 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 Engineering Design Team 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.

- R. **Services in Progress.** Any Service performed by the Engineering Design Team 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 Engineering Design Team shall be considered as preliminary work in progress and subject to revision. The Engineering Design Team) 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.
- S. **Betterment/Added Value.** If the Engineering Design Team negligently omits a required item or component of the Project from the construction documents, the City will be responsible for the amount it would have paid if the item had been included in the original design. In addition, the Engineering Design Team will not be responsible for any upgrade or enhancement of an item or component.
- T. **Not a Municipal Advisor.** Engineering Design Team 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, IA
515 Clark Ave, Ames, IA 50010
Attention: Damion Pregitzer, PE, PTOE

Engineering Design Team:

GBA Systems Integrators, LLC
9801 Renner Boulevard
Lenexa, KS 66219-9745
Attention: Collin Dyer, PE

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, Chief Operating Officer, or equivalent position of the Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team 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 Engineering Design Team

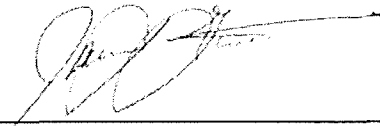
IN WITNESS WHEREOF, the City of Ames, IA and GBA Systems Integrators, LLC, by their authorized representatives, have hereunto subscribed their names this, 18 February 2021. Executed in duplicate with copies to the City and Engineering Design Team.

City of Ames, IA



John A. Haila
Mayor

GBA Systems Integrators, LLC



James L. Gilbert, PE
Director of Operations

ATTEST:



Diane ~~Diane~~ Voss
City Clerk



Jayne Robnett
Business / Project Manager

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City's financial obligation under this Agreement.



Name

Title: City Treasurer

EXHIBIT A

SCOPE OF SERVICES

Following are the detailed tasks that will be completed by the gbaSI team (ENGINEER) as the Scope of Services for this project.

TASK 1 - PROJECT MANAGEMENT / COORDINATION / MEETINGS / QA/QC

The ENGINEER shall be responsible for overall project management and for coordination activities for this project with regard to previous signal and ITS improvement projects. To complete this task, the Engineer will schedule and coordinate design and management activities for the gbaSI team and complete required quality assurance / quality control reviews to ensure compliance with project goals and timelines.

In addition, the ENGINEER will attend required coordination meetings with City staff and Contractors. Coordination meetings will be held monthly with City staff and Contractors for the duration of the design and construction project.

- Progress Meetings. Progress meetings will be held with key project team members including Agency staff (City, Iowa DOT, Ames Area MPO, FHWA as needed) and ENGINEER Team to discuss project status, deliverables, schedule, action items, and issue identification/resolution.
- Technical Meetings. Technical meetings will be held throughout the project to facilitate the timely completion of key tasks. These will be combined, when possible, with other scheduled project meetings to increase efficiency and reduce staff time.
- Quality control will be provided, at the direction of the Project Manager and Quality Control team, throughout the duration of the project and prior to the submittal of key project deliverables based on the Project Quality Control Plan.

To complete these design services, the following list of information will be provided by the City, partner agencies, and/or previous phase engineers and contractors if requested:

- Plans and files denoting fiber infrastructure, fiber splicing, and fiber usage
- GIS databases of streets, signals, communications infrastructure, right-of-way/parcel boundaries, and other facilities
- Plans, lists, and reports detailing previously completed signal and ITS deployment studies or recommendations
- Shop Drawing and/or specifications for previously installed signal and ITS infrastructure devices
- Current City signal, ITS and IT standards

The above is not a comprehensive listing of all data that we will be requesting. Additional requests from the ENGINEER for data are anticipated to be made during the design phase.

Task 1 Deliverables

Design and planning efforts completed as part of Task 1 will result in the following deliverables:

- Monthly invoicing for design service.
- Quality Control Plan
- Project coordination and administration.
- Attendance at required project meetings.
- Meeting minutes and records of decisions that affect this design project

TASK 2 – SYSTEMS ENGINEERING REVIEW

TASK 2.1 – Needs Assessment Review and Updates

The original Needs Assessment was created as part of the Traffic Signal Master Plan. This assessment will be reviewed and updated based upon current City and stakeholder needs. As part of the Needs Assessment update, the Engineer will review with the City current standards for various traffic signal devices and communication system deployments. For devices that the City does not have current standards, the ENGINEER will assist the City in creating standards. This includes, but is not limited to, the following:

- Low Voltage ATC Cabinets, if needed
- LED Signal Heads, if needed
- Review of current ATMS Selection
- Network Switches (Layer II and Layer III)
- Fiber Cable, Termination, and Splicing Specifications

TASK 2.2 – Concept of Operations (ConOps)

A Concept of Operations for the traffic signal improvements and the communication enhancements will be developed that summarizes the systems needs and expectations based upon the completed Traffic Signal Master Plan and the updated Needs Assessment. Roles and responsibilities and operational scenarios will be explored, high-level requirements, issues and constraints will be identified.

In addition, the ConOps document will include a listing of new City policies and standards for the communication network and the modern traffic signal management system proposed to begin deployment in this first Phase of the ITS Program. These policies may include, but not be limited to:

- Fiber Allocation and Allowed Usage
- Fiber Cost Sharing
- ROW Usage Policy for Fiber and Conduits
- Maintenance Responsibilities
- Recording and Retention of any PTZ/CCTV camera feeds

TASK 2.3 – Requirements and Verification Plan

A high-level requirements and verification plan will be developed identifying requirements that must be met for successful traffic management system deployment and implementation. System verification plans will be identified that will ultimately provide traceability back to the Concept of Operations and initial system needs. The requirements and verification plan will identify detailed, component level requirements that will need to be developed as the design and deployment process continues through Phase 1 and into future phases. The Requirements and Verification Plan will include items such as:

- Contractor Fiber Testing requirement – pre-installation
- Contractor Fiber Testing requirements – post installation, splicing and termination
- Communication Device testing and burn-in requirements
- Communication system operational testing and verification
- Signal Improvements Operational Testing
- As-Built Documentation requirements

TASK 2.4 – Review ADA Compliance Requirements

The ENGINEER will support the City with coordination meetings with the Iowa DOT Local Systems Bureau and the Traffic & Safety Bureau regarding ADA implications. The conversations will revolve around the Chapter 12A-02, Section G, 2 of the Iowa DOT Design Manual. The project scope may include the replacement of the traffic signal cabinet and traffic signal vehicular and pedestrian signal indications. It is understood that cabinet or signal head replacements will not occur unless it is determined to be absolutely necessary that these must be completed to accomplish the network improvements. The type and location of the existing pushbuttons is anticipated to be unaltered. The existing pedestrian circulation path is also anticipated to be unaltered. From review of the Design Manual and project context, it is anticipated that the existing pushbuttons and sidewalk ramps will not be modified as part of the Project.

It is understood that the City of Ames maintains an ADA Transition Plan and that any required modification to the pedestrian push button and crosswalk will be accomplished as part of the ADA Transition Plan deployment and is not included in this project.

Coordination Meetings:

- The ENGINEER shall coordinate and facilitate two (2) meetings, involving two (2) representatives of the ENGINEER, to coordinate the ADA implications of the project.

Task 2 Deliverables

Design and planning efforts completed as part of Task 2 will result in the following deliverables:

- Any required updates to existing Needs Assessment
- ConOps document with proposed policies and standards
- Requirements and Verification Plan to guide improvement design efforts

TASK 3 – COMMUNICATION NETWORK ARCHITECTURAL DESIGN

Flexibility and scalability is particularly important for traffic signal system, ITS, and city-wide communications infrastructure deployments so these systems can easily accommodate future system expansion and functionality, not just serve the initial Phase 1 deployment. It is important that the planned and implemented system have the ability to accommodate changes in field equipment as devices are replaced, new devices or systems are identified for deployment, equipment becomes obsolete, or the system simply needs to expand in geographic coverage. It is virtually impossible to finance and construct the simultaneous enhancements to a large number of traffic signals; therefore a multi-year, phased deployment is required and the network architectural design must be flexible to accommodate intermediate phases.

TASK 3.1 IP/VLAN Schema and Design

The ENGINEER will create the required IP Schema and virtual local area network (VLAN) design for the traffic communication network. The VLANs will logically separate critical data and allow for IP subnets to flexibly span the communication system in a secure manner. When the design is approved, all network settings and configurations will be tested by the ENGINEER in a bench environment before deployment to the field. The utilized IP address ranges and numbering scheme will be logically defined for both device types and locations.

TASK 3.2 - VLANs, Firewall and Security Design

The ENGINEER will work with CITY and other agencies to update and maintain the physical and logical network design that routes all traffic system communication between network elements and devices. All new hardware and software shall be tested in the gbaSI lab environment prior to physical and logical security deployment at each location.

TASK 3.3 –Network Communication Device Standards

The ENGINEER will recommend communication equipment that will be used to build the traffic signal communication network. The equipment will include Layer III switches/routers, Layer II switches, Point-to-Point radios, fiber optic cabling, and other equipment that is determined necessary to create a fully functional network.

TASK 3.4 –Switch Programming Templates and Configurations

The ENGINEER will create and maintain the templates and configurations for the various communication network devices and switches to be deployed as part of the Phase 1 project. These configurations will be updated throughout the life of the project and maintained by the ENGINEER for use in future phases of the Ames ITS Program.

TASK 3.5 Network Topology Design

The ENGINEER will create and maintain the detailed high level network layouts and exhibits that depict communication network hub locations utilizing Single-Mode (SM) fiber optic strands, cross-connects with other agencies fiber infrastructure, and other significant network connection items or locations.

TASK 3.6 Fiber Splice Diagrams and Design

The ENGINEER will update and maintain the fiber optic splice diagrams and schematics for network connections between existing, modified existing, and proposed fiber optic cable installations. The ENGINEER will prepare detailed layouts of new fiber optic connections and routes that will be used in the development of the fiber optic cable improvement plans and documents, and for the detailed logical VLAN design documents.

TASK 3.7 – Fiber Standard Details

Details required for fiber splicing, fiber allocation, fiber terminations and port assignments shall be created by the gbaSI team. Standardizing typical details and diagrams allow for consistent construction and operations across the network. This is important during maintenance periods where technicians can reference a general template for repairs.

Task 3 Deliverables

Design and planning efforts completed as part of Task 3 will result in the following deliverables to Owner:

- Identification and layout of any existing fiber optic network in place and functioning before the design of this project.
- Develop Network Architecture document that details the network topology, IP schema, VLAN design and usage criteria, minimum Layer 2 switch specification, network security protocols, and fiber splicing and connection information required for completion of this project.
- Typical fiber termination and splice diagrams for all cross-connect, connection hubs, and signalized intersections on the communications network.
- Tabulation of ITS and signal cabinets, detailing installed equipment and connections.
- gbaSI will evaluate and recommend a specification for Layer II and Layer III field switches, as well as any other network communication devices or systems. These specifications will identify minimum operational standards and network capabilities of required devices. gbaSI will identify at least three (3) types of devices or system that meet the requirements of the Ames ITS Program.

TASK 4 - PHASE 1 PS&E DOCUMENTS

The ENGINEER shall design and prepare plans, special provision, and estimate (PS&E) documents for the deployment of Phase 1 upgrades for purposes of public bidding. It is understood that the project will utilize funding from the Iowa DOT Iowa Clean Air Attainment Program (ICAAP), will require Iowa DOT letting, development of Iowa DOT special provisions, and plan set review by Iowa DOT. It is understood that this scope of services applies to Phase 1 design documents. Additional network improvement phases are anticipated to be added to this project as amendment(s) to this agreement.

TASK 4.1 - Preliminary (60%) Phase 1 Construction Plans

The ENGINEER shall design and prepare 1" =40' scale / color preliminary Phase 1 – Plans for the project associated intersections and network topology update areas. The preliminary plans shall include title sheet, general notes sheet, layout sheets, fiber/communication topology details, and detail sheets. The layout sheets shall include approximate existing locations of communication pull boxes/handholes, controller cabinets, and conduit runs. The traffic signal plans shall be based upon aerial imagery and right-of-way/parcel boundary shapefiles provided by the CITY. The ENGINEER shall coordinate with the CITY to obtain the aerial base mapping, right-of-way/parcel boundary, and fiber conduit routing shapefiles.

The proposed Phase 1 plan design shall be based upon the following assumptions:

- Conduit installations shall be installed within existing right-of-way/parcel boundary lines. The traffic signal system interconnect conduit/handhole layout will be cognizant of existing right-of-way/parcel boundary lines and all efforts will be made to design improvements within existing boundary lines if possible. It is not anticipated that right-of-way and/or temporary easement acquisitions will be necessary as part of the project; however, if found to be necessary as part of the design process, can be added as an amendment to this Scope of Services.
- Boundary, topographic, legal, or property survey services are not included in this scope of services.
- Existing traffic signal poles, traffic signal cabinet foundations, and power services at the project intersection locations to remain as constructed.
- Existing traffic signal system and adjacent signal wiring "home-run" handhole in the current locations will be utilized (as feasible).
 - Existing traffic signal cabinet & controller will be replaced
 - New Layer 2 ethernet switch will be installed in each cabinet
 - New fiber terminations enclosure/panel(s) will be installed in each cabinet and fiber terminations completed
- At project intersection locations where a dedicated interconnect pull box adjacent to the traffic signal cabinet does not exist, a new dedicated interconnect pull box will be installed.
- Where necessary, existing mid-block interconnect pull boxes will be upgraded to new larger boxes to accommodate slack fiber.

- Existing traffic signal related cabling/wiring, conduits, handholes will be utilized (as feasible).
- New conduit may be required to be installed across roadway approaches and existing curb returns and sidewalk ramps may be impacted and need to be repaired. Bid items will be used for discretionary concrete bid items for sidewalk repair. This Scope of Services does not include the design of sidewalk ramp replacement sheets.
- New stock equipment will be used for proposed equipment.
- The ENGINEER shall develop the necessary splice diagrams for the in-field splice enclosures associated with Phase 1 activities. The ENGINEER shall include the developed splice enclosure diagrams for inclusion within the Plans, Specifications, and Estimate (PS&E) document for the Contractor to make necessary in-field splices within the splice enclosures.

The ENGINEER shall prepare the project special provisions for the Phase 1 plans. The special provisions shall adhere to the Iowa DOT standard specifications, particularly Section 2525, Traffic Signalization. Specifications are subject to the non-proprietary requirements associated with federal and state funding. The ENGINEER shall prepare "Public Interest Findings" (PIF) memorandum for any City of Ames specified proprietary equipment as necessary.

Coordination Meetings:

- The ENGINEER shall coordinate and facilitate two (2) meetings, involving two (2) representatives of the ENGINEER, to coordinate the Preliminary (60%) Phase 1 Plans.

Task 4.2 - Utility Coordination & Permitting

The ENGINEER shall submit preliminary documents to the CITY and affected utility companies for review and comment. The ENGINEER shall submit design request inquires through 1-800 One-Call to prepare a list of affected utility companies in the areas of construction. The ENGINEER shall coordinate utility relocation for conflicts with the project. The ENGINEER shall keep a record/log of all communication and coordination efforts and provide the record/log to the CITY at the preconstruction conference. As requested by the CITY, the ENGINEER shall participate in special fiber utility coordination meetings for the purposes of this project.

The CITY shall complete and submit all applicable project permit applications including necessary permits to be submitted with any and all utility companies. It is anticipated that the ENGINEER will assist the CITY with the development and coordination of the Iowa DOT Work Within Right-of-Way permit.

The City shall be responsible for any and all costs and permits required by the railroad and associated right or ways. The ENGINEER will assist with permit applications and coordination as needed.

Coordination Meetings:

- The ENGINEER shall coordinate and facilitate two (2) meetings, involving two (2) representatives of the ENGINEER, for utility coordination.

TASK 4.3 – Phase 1 Check Plans (100% Unsigned)

The ENGINEER shall prepare Check Plans for submittal to the CITY and Iowa DOT for review. Check Plans shall include:

- **A Sheets**
 - Title sheet
- **C Sheets**
 - Estimated quantities tabulations, estimate reference notes,
 - Communications/Fiber Details
- **J Sheets**
 - Traffic control sheet
- **N Sheets**
 - General notes sheet,
 - Layout sheet,
 - Detail sheets, and
 - Specific quantities sheets.
- **U Sheets**
 - Fiber optic termination and splice diagrams (diagrams to be provided to the awarded Contractor)

The ENGINEER shall revise the project special provisions as prepared as part of the preliminary design, as necessary. The ENGINEER shall develop an engineer's opinion of probable construction cost for the Phase 1 – ITS Integration deployment and will prepare the Traffic Signalization bill of materials form.

Coordination Meetings:

- The ENGINEER shall coordinate and facilitate one (1) meeting, involving two (2) representatives of the ENGINEER, to coordinate Check Plans development.
- The ENGINEER shall coordinate and facilitate one (1) meeting, involving two (2) representatives of the ENGINEER, to review Iowa DOT review comments with the Iowa DOT and CITY.

TASK 4.4 – Phase 1 Final Plans (100% Signed)

The ENGINEER shall incorporate CITY and Iowa DOT review comments into the plans, estimates and special provisions; and provide signed and sealed documents to the CITY and Iowa DOT Contracts Review and for bidding purposes.

TASK 4.5 – Phase 1 Front End Documents

The CITY shall coordinate with the Iowa DOT to prepare the front-end contractual documents and specifications as part of the Iowa DOT's bidding process. The Iowa DOT shall let the project through the Iowa DOT's bid letting system. A letting date of November 16, 2021 is anticipated.

Task 4 Deliverables

Design and planning efforts completed as part of Task 4 will result in the following deliverables to City:

- Preliminary (60%) Plans, color PDF format
- Check Plans, color PDF format
- Final Plans, color PDF format
- Special Provisions
- Opinion of Probable Construction Cost

Proposed Design and Bidding Schedule

Anticipated 60% Schedule:

- March 2021 – May 2021

Anticipated ROW Plan Schedule:

- March 2021 – May 2021

Anticipated Utility Coordination and Permitting Schedule:

- March 2021 – May 2021

Anticipated Schedule:

- May 2021 – July 2021 (July 13, 2021 Check Plan Submittal Date to Iowa DOT)

Anticipated Schedule:

- July 2021 – August 2021 (August 24, 2021 Final Plans Submittal Date to Iowa DOT)

Anticipated Bidding Schedule:

- August 2021 – November 2021
- Letting Date of November 21, 2021

TASK 5.0 - PHASE 1 CONSTRUCTION PERIOD SERVICES & INTEGRATION ASSISTANCE

While not specifically included in the preliminary budget developed as part of the Ames Traffic Signal Master Plan, management of the installation and integration of the communication network devices, and overall construction activities, is critical for the successful deployment of the Phase 1 improvements. Our team has all the expertise and skill required to assist the City at any requested level during the construction period. Following are the detailed tasks that the ENGINEER proposes to provide to the City as

part of this overall project. The proposed construction period and integration tasks listed following can be reviewed and tailored to meet the specific needs of the City.

The ENGINEER shall provide support to the LPA (e.g. the CITY) construction and integration assistance personnel on an as-requested basis. Support may include response to Contractor Requests for Information (RFI) such as providing clarification of design intent when issues cannot be readily resolved from the plans and providing background calculations.

TASK 5.1 - Pre-Letting Support

The ENGINEER shall provide responses to pre-letting questions about the plans and specifications from the LPA, the Iowa DOT, and contractors bidding the project.

The ENGINEER shall review the material submittals for traffic signal improvements, communication equipment, and fiber optic network related materials and equipment for acceptability and will note any observed discrepancies with the Phase 1 project specifications.

TASK 5.2 Periodic Construction Period Services

The Engineer shall assist the LPA representative with administering the terms of the construction contract between LPA and their Contractor. The ENGINEER will assist the LPA and will endeavor to protect the LPA against defects and deficiencies in workmanship and materials in work by the Contractor. The ENGINEER will complete required tasks and work with LPA and construction personnel to verify reasonable conformity to plans and specifications. Work items to be completed as part of this task include:

- Make site visits at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the LPA and the ENGINEER in order to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces.
- Review shop drawings submitted by the Contractor for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. One (1) review will be provided as part of this contract, multiple reviews will be considered additional services.
- Make recommendations to the LPA regarding work not conforming to the project documents.
- Prepare a maximum of three (3) change orders documents for issuance by the LPA as necessary so proper approvals are made prior to work being performed.
- Review materials, review material certifications furnished by Contractor. Keep and maintain project files of the contractor's certifications of materials incorporated into

the project. The LPA will approve all materials certifications prior to their incorporation into the project.

- Coordinate with the LPA's material testing contractor. Independent assurance samples and tests may be performed by Iowa DOT personnel and such sampling and testing is excluded from the work to be performed by the LPA under this contract.
- Assist the LPA by witnessing testing of the fiber optic cable on the first day of testing to observe if the contractor is following testing procedures that are in accordance with project specifications and industry standards, and that testing equipment is calibrated and configured to provide accurate testing results. The ENGINEER shall advise the CITY of fiber testing results and advise the CITY of any issues or concerns.
- Complete periodic field reviews of temporary traffic control measures, including obtaining traffic control plans from contractor prior to actual construction activities.
- Be present, if requested by the LPA, in field during critical construction operations, including but not limited to the following:
 - excavation and backfilling
 - checking of reinforcing steel prior to concrete placement
 - concrete batching and pouring.
- The ENGINEER is not expected to be present full time during the installation of conduit, pull boxes, and cable. ENGINEER will field review work completed for workmanship and to verify quantities on an appropriate basis. Periodic checks will be completed for fiber installation and modifications during key construction elements
- Final Installation checks will be completed for traffic signal improvements and fiber optic communications network installation
- Respond to contractor RFI's

TASK 5.3 - GIS and As-Builts

The ENGINEER will develop As-built Plans for the fiber optic network and ITS device deployment portion of the project based on contractor supplied information as well as ENGINEER collected data. As construction work is completed, field reviews will be completed and plans updated to represent as-built conditions. As-built plans will be submitted in pdf plan sheets.

The ENGINEER shall also provide GIS mapping updates of City fiber optic network. This includes GPS locating of Interconnect Handholes, conduit paths, fiber cable fiber counts, signal cabinet locations, photos of cabinets and handholes, and a detailed fiber termination and splicing diagram at each splice and termination point.

TASK 5.4 – OTDR Reviews

The ENGINEER shall review submitted fiber optic testing results (Optical Time Domain Reflectometer (OTDR) reports) for compliance to project specifications and advise the LPA of issues or concerns. The Contractor shall provide the reports in the native OTDR

software format along with a temporary user license to the software that allows the ENGINEER to view and analyze these results.

TASK 5.5 - COMMUNICATION NETWORK OPERATIONS AND MANAGEMENT

The ENGINEER will monitor and maintain the communication device configurations and logical network framework, completing both routine and emergency maintenance activities as needed for the duration of this project. Network issues will be addressed by the ENGINEER if configuration or programming can correct, or corrective measures will be coordinated with a City hired contractor to address any physical network issues that are identified or that occur. The ENGINEER will manage and update the communication architectural design and exhibits throughout the Phase 1 construction period of the project to ensure that as each sub-system comes online, they are compatible with future CITY deployments and all improvements or network changes are documented.

TASK 5.6 - INTEGRATION & ACCEPTANCE TESTING

To ensure acceptable network installation and operation, the ENGINEER will develop an Integration & Acceptance Testing Plan, detailed in the subtasks below. At a high level, systems are comprised of subsystems which are comprised of individual components or units. In order to have a fully functional and integrated system, thorough testing at each level (subsystem and unit) is required.

- ✓ Unit testing is defined as the testing of individual system components (e.g., Ethernet switch, signal controller, and CCTV) to ensure they operate correctly.
- ✓ Subsystem testing is defined as the testing of collections of units which have been integrated into subsystems. For example, the communications subsystem is comprised of Ethernet switches in the field and fiber optic and copper cables connecting them to both other devices in the field and to switches and routers at the Hub.
- ✓ Functional System testing is defined as the testing of interactions between subsystems to ensure the overall project requirements are met.
- ✓ Reliability testing is defined as the testing of systems to verify that functions demonstrated operate reliably in ongoing usage.

Integration & Acceptance Testing Plan. Successful execution of the resulting detailed Testing Plan will ensure the complete end-to-end testing of the signal system and lead to a system that properly operates to meet the needs and requirements of the region. The ENGINEER's network engineers and technicians understand that the responsibility for the proper operation of Ames communication network system rests with gbaSI, the project integrator.

To support this project, the ENGINEER team proposes the establishment of a bench testing facility (BTF) utilizing gbaSI office space. This facility will be a defined space to test new systems proposed for the City of Ames. As each new device, new subsystem, or major upgrade is proposed for installation in the field, the component would be

integrated into the BTF to demonstrate proper functioning in the Ames network. The BTF would also support isolation of faults and confirmation of proper component configuration.

Functional Testing. Upon confirmation that all Unit and Subsystem Tests were successfully completed and that installation of signals in a group or phase have been completed to the satisfaction of the installation contractor, the ENGINEER will execute the functional tests of this subsystem of signals. The ENGINEER will document the testing in a report that summarizes the overall results and highlighting the general conclusions of the testing.

Reliability Testing. Following completion of the functional testing, the system will enter a period of reliability testing. Reliability tests will continue for a period of 30 consecutive days without major system failure or extensive component or subsystem failure. While the focus of reliability testing is the signals included in the current phase, reliability testing is inclusive of any other network connections. The reliability testing primarily consists of monitoring behavior of the system in routing operation, but any unit, subsystem, or functional test can be repeated as determined necessary by the integrator.

Task 5.6 Deliverables:

- System Test Plan for each corridor of construction phase
- Functional Test Results for each corridor or construction phase
- Reliability Test Results for each corridor or construction phase

TASK 5.7 – Project Documentation

Final project documentation will be provided by the ENGINEER to City staff as required.

- Assist with the resolution of project related issues in the field or escalate to the next level of management if issue cannot be resolved on a timely basis
- Review and approve project submittals (as required)
- Provide timely processing of project related documents
- Submit final project documents and assist with project closeout documentation

TASK 6 – TRAINING ASSISTANCE (OPTIONAL SERVICE)

The proposed City traffic signal and communication system is designed to be continually expanding and allow new equipment to be installed as part of the existing Phase 1 construction project and future deployments. It is critical that all new devices are properly integrated into the system and verified as operational. The ENGINEER will provide training and operational assistance to the City to ensure the proper setup and use of the system in general, and to maximize the benefit of the proposed improvements.

The ENGINEER will provide training on the following topics:

- Communication Network Management and Operations
- Traffic Signal and ITS Devices - configuration and programming
 - Layer II Switches
 - Layer III Switches

Systems Integrators

- Security Appliances (if required)
- Comm System Monitoring (SNMPc) setup and use
- ATMS configuration and setup assistance
- GIS Input and Database Management
- Customized Training Programs upon request

SECTION 3

FEE PROPOSAL

Attached as a separate document in a sealed envelope.

- Tasks 1- 4 are the Required Services for the Phase 1 project that meets the specific requirements of the RFP published by the City.
- While not specifically included in the preliminary budget developed as part of the Ames Traffic Signal Master Plan, Task 5 – the management of the installation and integration of the communication network devices, and overall construction activities, is critical for the successful deployment of the Phase 1 improvements. As such, we have included the expected costs for these services in our proposal. Please note that the proposed construction period and integration tasks listed in Task 5 above can be tailored and budgeted to meet the specific needs of the City.
- Task 6 includes optional training services the Engineer team can provide to the City to ensure the City Traffic and technical staffs utilizes the Phase 1 improvements, and future phases of the Ames ITS Program, at their highest capacity.

**EXHIBIT B
STANDARD HOURLY RATES**

Employment Classification	Hourly Rate
President / Director of Operations	\$ 300.00
Senior Associate	\$ 245.00
Associate	\$ 215.00
Project Manager	\$ 155.00
Director of Business Development	\$ 160.00
Senior System Integrator	\$ 180.00
System Integrator I	\$ 165.00
System Integrator II	\$ 150.00
System Integrator III	\$ 135.00
Technical Services Manager	\$ 155.00
Senior Communications Technician	\$ 145.00
Communications Design Tech I	\$ 125.00
Communications Design Tech II	\$ 95.00
Product Development Tech I	\$ 90.00
Product Development Tech II	\$ 75.00
Research & Development Intern	\$ 50.00
Technical Services Intern	\$ 90.00
Level 1 IMSA / Safety / Maintenance Trainer	\$ 150.00
Level 2 Comm / Networks Trainer (CCND/CCNP/CCNA)	\$ 160.00
Level 3 Certified Engineer Trainer	\$ 180.00
 Expenses	
Personal and Company Vehicles	\$ 0.56 per mile
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.	

Effective Dates: September 26, 2020 to September 24, 2021



HR GREEN
Billing Rate Schedule
Effective January 1, 2021

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70-\$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.



TASK / SUBTASK	TOTAL LABOR COSTS	DIRECT EXPENSES	TOTAL TASK FEE
1. Project Management	\$19,390.00	\$2,850.00	\$22,240.00
2. Systems Engineering Review	\$19,850.00	\$0.00	\$19,850.00
3. Communication Network Arrchitectural Design	\$21,240.00	\$0.00	\$21,240.00
4. Phase 1 PS&E Documents	\$62,520.00	\$0.00	\$62,520.00
5. Phase 1 Construction Period Service & Integration Assistance (Note 1)	\$51,200.00	\$0.00	\$51,200.00
Sub-Total: Tasks 1-5	\$174,200.00	\$2,850.00	\$177,050.00
6. Training Assistance (Optional Service - Note 2)	\$15,690.00	\$1,000.00	\$16,690.00
Sub-Total: Optional Task 6	\$15,690.00	\$1,000.00	\$16,690.00
OVERALL PROJECT TOTAL			\$193,740.00

Note 1: While not specifically included in the preliminary budget developed as part of the Ames Traffic Signal Master Plan, Task 5 – the management of the installation and integration of the communication network devices, and overall construction activities, is critical for the successful deployment of the Phase 1 improvements. As such, we have included the expected costs for these services in our proposal. Please note that the proposed construction period and integration tasks listed in Task 5 above can be tailored and budgeted to meet the specific needs of the City.

Note 2: Task 6 includes optional training services the Engineer team can provide to the City to ensure the City Traffic and technical staffs utilizes the Phase 1 improvements, and future phases of the Ames ITS Program, at their highest capacity.



CERTIFICATE OF LIABILITY INSURANCE

9/15/2021

DATE (MM/DD/YYYY)
3/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL ADDRESS: FAX (A/C, No.):															
INSURED 1402002 GBA SYSTEMS INTEGRATORS, LLC 1701 RIVER DR, SUITE 100 MOLINE IL 61265		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Insurance Co</td> <td>36161</td> </tr> <tr> <td>INSURER D: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Twin City Fire Insurance Company	29459	INSURER B: Hartford Underwriters Insurance Company	30104	INSURER C: Travelers Property Casualty Insurance Co	36161	INSURER D: Hartford Casualty Insurance Company	29424	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 17395754 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N N	37UEAQ10398	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	37UEAQ10525	9/15/2020	9/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	ZUP-51N20560-20-NF	9/15/2020	9/15/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	37WEAQ10524	9/15/2020	9/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

William E. Walton

3/3/2021

CERTIFICATE HOLDER

17395754
 CITY OF AMES
 CITY HALL
 515 CLARK AVENUE
 AMES IA 50010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2021

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PRODUCER Holmes Murphy & Associates, LLC 1828 Walnut Sreet Suite 700 Kansas City, MO 64108	1-866-574-6282	CONTACT NAME: Monica Wilks PHONE (A/C, No, Ext): 816 857-7820 E-MAIL ADDRESS: mwilks@holmesmurphy.com	FAX (A/C, No):
INSURED GBA Systems Integrators, LLC 1701 River Dr., Suite 100 Moline, IL 61265		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885

COVERAGES

CERTIFICATE NUMBER: 61562269

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR9966168	09/15/20	09/15/21	Each Claim 5,000,000 Annl Aggr 10,000,000

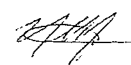
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

William E. Walton

3/3/2021

CERTIFICATE HOLDER

CANCELLATION

City of Ames, Iowa City Hall 515 Clark Avenue Ames, IA 50010 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AMES ATMS ITS DESIGN AMENDMENT #1

SCOPE OF SERVICES

All task items defined in the Ames ATMS ITS Design Project shall apply to the addition of Phase #2.

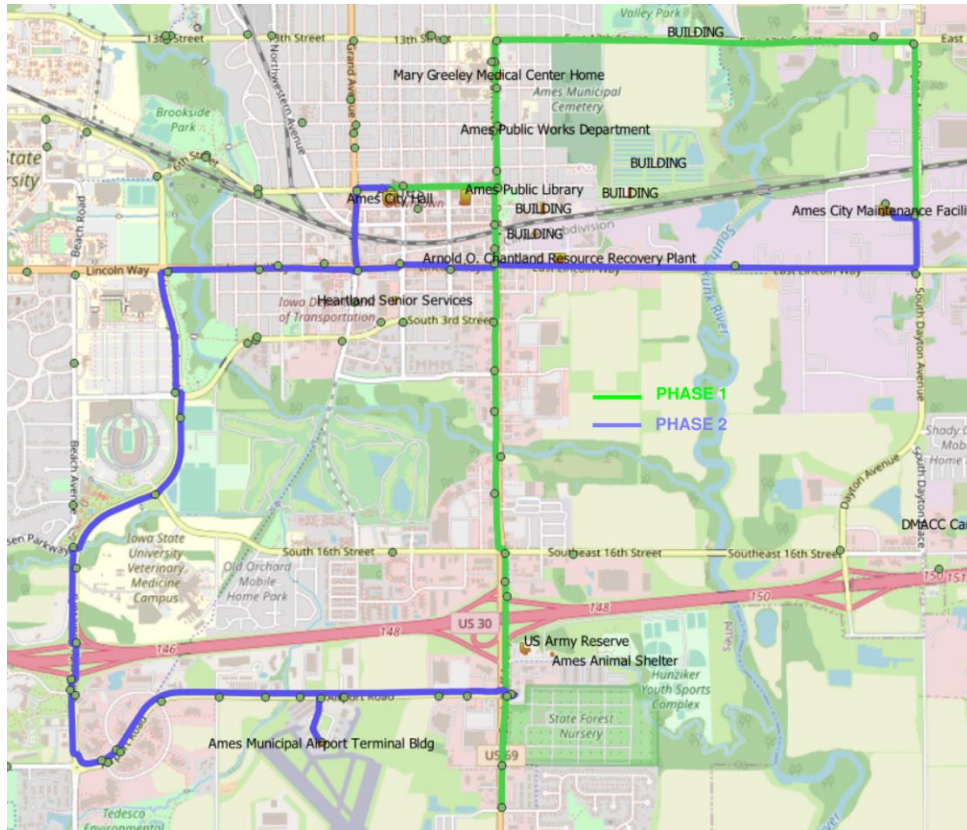
Intersections Included in Phase #1:

1. S Duff & Airport Rd
2. S Duff & Hwy 30 N Ramp
3. S Duff & S 16th
4. S Duff & Chestnut
5. S Duff & Walmart
6. S Duff & 5th
7. S Duff & 3rd
8. S Duff & Crystal
9. S Duff & Hwy 30 S Ramp
10. Duff & Lincoln Way
11. Duff & Main
12. Duff & 6th
13. Duff & 9th
14. Duff & 11th
15. Duff & 13th
16. E 13th & Dayton

Intersections being added as part of Phase #2:

1. Lincoln Way & Dayton Ave
2. Lincoln Way & Kellogg
3. Lincoln Way & Clark
4. Lincoln Way & Grand
5. Lincoln Way & Elm
6. Lincoln Way & Hazel
7. Lincoln Way & University
8. University & S 4th
9. University & 16th
10. University & Mortensen
11. University & Hwy 30 N Ramp
12. University & Hwy 30 S Ramp
13. Grand Ave & 6th
14. 6th & Clark

Map of Phase 1 & Phase 2:



Amended Proposed Design and Bidding Schedule:

Stakeholder Meetings:

- March 2021 – April 16, 2021

Network Design:

- March 2021 – June 14, 2021

60% PS&E Schedule:

- June 14, 2021 – October 8, 2021

ROW Plans Schedule:

- June 14, 2021 – October 8, 2021

Utility Coordination & Permitting Schedule:

- September 2021 – December 2021

Check Plans Schedule:

- October 8, 2021 – December 7, 2021

Final Design Plans Schedule:

- December 7, 2021 – January 18, 2022

Bidding Schedule:

- February 2022 – April 2022
- Letting Date – April 19, 2022

Additional Compensation:

Phase 1: \$193,740.00 – Current compensation under contract

Phase 2: \$203,625.00 – Additional compensation for Phase 2

Total: 397,365.00 – Combined compensation for Phase 1 & Phase 2

See below for combined Phase 1 & Phase 2 cost breakdown.



TASK / SUBTASK	TOTAL LABOR COSTS	DIRECT EXPENSES	TOTAL TASK FEE
1. Project Management	\$54,280.00	\$7,400.00	\$61,680.00
2. Systems Engineering Review	\$24,170.00	\$0.00	\$24,170.00
3. Communication Network Arrchitectural Design	\$42,480.00	\$0.00	\$42,480.00
4. Phase 1 & 2 PS&E Documents	\$142,305.00	\$0.00	\$142,305.00
5. Phase 1 & 2 Construction Period Service & Integration Assistance (Note 1)	\$110,040.00	\$0.00	\$110,040.00
Sub-Total: Tasks 1-5	\$373,275.00	\$7,400.00	\$380,675.00
6. Training Assistance (Optional Service - Note 2)	\$15,690.00	\$1,000.00	\$16,690.00
Sub-Total: Optional Task 6	\$15,690.00	\$1,000.00	\$16,690.00
OVERALL PROJECT TOTAL			\$397,365.00

Note 1: While not specifically included in the preliminary budget developed as part of the Ames Traffic Signal Master Plan, Task 5 – the management of the installation and integration of the communication network devices, and overall construction activities, is critical for the successful deployment of the Phase 1 improvements. As such, we have included the expected costs for these services in our proposal. Please note that the proposed construction period and integration tasks listed in Task 5 above can be tailored and budgeted to meet the specific needs of the City.

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