

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

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

BETWEEN The East Central Intergovernmental Association (ECIA), the **Owner**, located at:

7600 Commerce Park
Dubuque, IA 52002
563-556-4166
www.ecia.org

And Parsons Transportation Group, Inc, the **Consultant**, located at:

650 Algonquin Road, Suite 400
Schaumburg, IL 60175
Phone: 847.925.0120
FAX: 847.925.0140

For the following Project: ITS Improvement Assessment Plan for Interstate Bridge Detour Routes on the Mississippi River

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

The **Owner** desires to employ the **Consultant** to provide consulting engineering, software design, system deployment, and support services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

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ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: This scope provides for engineering services to design ITS devices and a communications solution to provide travel times and alternative route information for the East Dubuque area, in Illinois and the southwestern tip of Wisconsin using the Dubuque STREETS system to monitor and control these new devices.

1.2 Financial Parameters

1.2.1 Amount of the **Owner's** budget for the **Consultant's** compensation is:
 \$300.000

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is:
 \$0

1.3 Project Team

1.3.1 The **Owner's** Designated Representative, identified as the **Contract Administrator** is:
 Chandra Ravada
 Interim Executive Director
 East Central Intergovernmental

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

1.3.2 The **Consultant's** Designated Representative is:
 Joseph Brahm, Parsons

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

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
No Subconsultants			

1.4 Time Parameters

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

1.4.2 The Consultant shall endeavor to complete the work in accordance with the attached project schedule. The Consultant will work closely with the Owner to meet the Milestone goals defined in Schedule A in the Scope of Work .

The Owner may adjust the schedule and Milestones in coordination with the Consultant to meet Owner needs and Priorities.

1.5 Minimum Qualification Standards (MQS)

1.5.1 Notwithstanding anything to the contrary in the contract documents, all services within this Agreement shall be performed with the skill and care customarily exercised by professionals in the same industry as **Consultant** performing the same services of a similar complexity at the same general time and location. All materials (including but not limited to off the shelf software, software as a service, and

hardware) provided under this Agreement shall be supplied in a reasonable and diligent manner and comply with all Applicable Laws, the requirements and specifications of this Agreement, and industry best practices.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

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

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

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

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

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

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

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data originally prepared by **Consultant** under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**. Notwithstanding the foregoing, to the extent **Consultant** utilizes to create or incorporate into the Works for Hire any intellectual property owned or developed by **Consultant** developed prior to execution of this Agreement, right, title and ownership of such pre-existing intellectual property shall remain with the **Consultant** and **Consultant** shall grant to **Owner** a limited, royalty-free, worldwide, irrevocable license to use such intellectual property for the purpose of the Project.

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

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

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

4.2 Subconsultant Contract Provisions and Flow Down

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

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants, provided that **Consultant** is copied on all written communications and immediately informed of all verbal communications relevant to or foreseeably affecting **Consultant's** obligations under this Agreement.

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

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

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

4.6 Revision, Repair or Replacement of Work Product

4.6.1 Drafts of written, drawn, or graphically rendered work products, if any, shall be performed in

accordance with the specifications listed in Attachment B subject to the performance standard set forth in Article 1.5.3 herein, and shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that such work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary to conform to the performance standard set forth in Article 1.5.3 herein, subject to the Support Agreement incorporated herein as Attachment J, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

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

4.6.4 The **Consultant's** responsibility for repair, replacement or remediation of software deployed on site shall be in accordance with and subject to the terms of the Licensing Agreement incorporated herein as Attachment K, while software licensed as a service to **Owner** shall be in accordance with and subject to the SaaS Agreement incorporated herein as Attachment L.

4.6.5 Subject to the terms of applicable licensing agreements, the **Consultant** represents and warrants that: (a) all services and materials will be performed and provided in a professional and safe manner by duly qualified and experienced persons and in accordance with all Applicable Laws; (b) the materials are of merchantable quality, correspond with their sample description, will reasonably perform in accordance with the requirements of this Agreement, and are new, genuine and free of any encumbrance; (c) the provision of the materials and performance of the services hereunder, and receipt of such materials and services by the **Owner** will not infringe the intellectual property rights of any third party, and (d) it will comply with, and ensure that its employees, officers, agents, authorized representatives and subconsultants also comply with, the **Owner's** policies, including in respect to safety, sustainability, information technology, and security, as amended from time to time and made available to **Consultant**.

4.6.6 Remediation or reperformance of Support services provided by **Consultant** shall be in accordance with and subject to the terms and conditions of Attachment J.

4.6.7 In the event of the conflict or ambiguity of, or lack of reference to, terms between this Agreement and those of a licensing agreement incorporated herein, the terms of the applicable licensing agreement shall govern and control with respect only to the granting of the license and the use of the licensed product, and this Agreement shall govern and control in all other matters.

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

disallow those costs. However, the **Owner** shall have benefit of the service rendered.

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

4.9 Responsibility For Claims And Liability

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

4.9.2 The **Consultant** shall obtain and keep in force insurance coverage as required by the attached Insurance Schedule . Proof of **Consultant's** insurance will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal. Attachment M, Insurance Schedule J Professional Services and review coverage limits.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

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

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

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

4.11.4 **Consultant** shall be entitled to compensation for claims, costs and expenses necessarily arising from a suspension lasting more than 30 days or necessarily continuing regardless of such suspension.

4.12 Termination of Agreement

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

4.12.2 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services

rendered and delivered up to the effective date or time of termination. The value of the work performed, and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable. **Consultant** shall also be paid for reasonable termination costs, including those necessary due to cancellation of subconsultant agreements, equipment leases or restocking fees, but not loss of anticipated profits.

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

4.12.4 This Agreement will be considered completed upon the completion of Tasks as identified in the attached Scope of Services.

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

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

4.15 Access to Records. The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

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

4.17 Nondiscrimination Requirements.

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

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

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

terminated.

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

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

1. Compliance with Regulations: The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

Parsons Transportation Group, Inc

By _____ Date: _____

Joseph Brahm
Vice President

ATTEST:

By _____ Date: _____

East Central Intergovernmental Association (ECIA),

By _____ Date: _____

Chandra Ravada
Interim Executive Director

Attachment A

Scope of Services

ITS IMPROVEMENT ASSESSMENT PLAN FOR INTERSTATE BRIDGE DETOUR ROUTES ON THE MISSISSIPPI RIVER

Introduction:

This scope provides for engineering services to design ITS devices and a communications solution to provide travel times and alternative route information for the East Dubuque area, in Illinois and the southwestern tip of Wisconsin using the Dubuque STREETS system to monitor and control these new devices.

This work will be accomplished according to the following tasks.

Task 1: Project Management

Task 2: Operational Review of Dubuque STREETS and ITS device placement for Illinois

Task 3: Communications assessment

Task 4: ITS Field infrastructure design

Task 5: STREETS system Set up and devices integration

Task 6: Training and documentation

Task 1: Project Management

Purpose:

The Illinois STREETS project involves interfaces, systems, and personnel/departments within the City of Dubuque and East Dubuque (The City), State of Iowa, State of Illinois and private companies. The ability to maintain project coordination and schedule will require a focused effort.

The objective of this task will be to provide project leadership that encompasses managing resources, tasks, project schedule, costs, and keeping the City of East Dubuque, IDOT, WisDOT and The City of Dubuque involved and informed throughout the project lifecycle.

Inputs:

- Contract
- Scope of Services
- Parsons Proposal
- Parsons Project Management-PM policies and procedures
- Illinois DOT project management team

Approach:

- Conduct kickoff meetings with the East Dubuque, Dubuque, IDOT and WisDOT to discuss management approach including clarification of scope, expectations, and any project interrelationships
- Review the City's ITS program and schedules
- Update Project Schedule
- Provide monthly project status reports via meeting that include:
 - Status Summary

- Issues/Risks updates
- Progress Assessment
- Activities Performed
- Deliverables Completed
- Updates to project schedule.
- Coordinate delivery of project deliverables.

Deliverables:

- Project Status Reports and invoices
- Specific Issues and Actions Report
- Risk Assessment updates
- Monthly Project Schedule
- Project Work Plan updates

Assumptions:

- Bi-weekly status meetings via Teams
- On-site staff will be available as needed to ensure smooth progress of the project
- Project Status Reports
- Specific Issues and Actions Report
- Monthly Project Schedule
- Project Work Plan updates

Task 2: Operational Review of Dubuque STREETS and ITS Device placement workshop

Purpose:

The city will use the developed Dubuque STREETS system as is. No additional functionality will be required. Operations of Dynamic Message Signs, vehicle detection systems and CCTV cameras will be through the same interfaces with no customization.

Inputs:

- Dubuque STREETS system

Approach:

- Parsons will lead up a ½ day workshop to cover the basics of the STREETS system developed
- An additional ½ day workshop will discussion preliminary ITS device placements for cost effective operations

Deliverables:

- Operational walkthrough of Dubuque STREETS and preliminary ITS device placement

Assumptions:

- The Workshop will be held on site at the City with the ability for IDOT, and WisDOT to attend via TEAMS meeting.
- The City will coordinate the use of a City conference room with adequate size and AV.

Task 3: Communications Assessment

Purpose:

An important aspect of any ATMS deployment is the communications with the field Infrastructure, Parsons will review the City and States ITS communication and field infrastructure. The team will assess the potential need for communications improvements if needed to support the new system. Based on our initial discussions with The City, we anticipate the need for wireless and/or Cellular installations for device monitoring and control.

- Cellular, Fiber, and Wireless options will be evaluated. Bur consideraton for Fiber will be limite to the potential use of third party leased fiber if it makes sense.
- Managing security and accessibility for all users.
- Managing and configuring secure access to the appropriate external systems, public and private.
- Long-term configuration management and debugging relative to STREETS devices and future C2C communications.

The communications assessment will set the baseline of current conditions and provide technical input for the design of any new ITS field elements, as well as provide guidance for the future resolution of any issues related to the integration of ITS field devices.

Parsons will review, documents, previous agreements, analyze the existing communications environment, planned updates and modifications and clarification of IT policy, regulations, and technical understanding in support of the STREETS solution functions.

Inputs:

- City of East Dubuque, IDOT and WisDOT Policies and Practices
- Legacy Systems
- Existing Inventory Data
- Communications Infrastructure
- Technical Environment
- STREETS Software
- Existing agreements
- City of East Dubuque Required Resources
- DMS/VDS/CCTV review and planning workshop output to finalize locations

Approach:

- Review system requirements with the City.
- Review inventory documentation for existing equipment and software.
- Central facility and limited field reviews
- Identify and detail all implementation states for existing or planned projects
- Develop Communications Issue resolution plan for any potential deficiencies.

Deliverables:

- Technical Assessment and inventory documentation updates.
- Communications Plan used to guide final design.

Assumptions:

- Any existing ITS field equipment and communications infrastructure is in good working condition
- Any new switches, fiber and firewalls required due to existing equipment that needs to be replaced would be provided by the contractor
- Existing communications diagrams are available as applicable
- City will work with Parsons to perform coordinated communications testing if needed.

Task 4: ITS Field Infrastructure Design

Purpose:

As part of the project the Parsons team will determine the location and specifications ITS field devices and communications network as determined in Task 2. Signs will be placed at key decision points to optimize the potential for the use of alternate routes. Sizing of the signs will be based on Manual on Uniform Traffic Control Devices (MUTCD) Section 2L.04 Design Characteristics of Changeable Message signs Standard 06, unless otherwise approved by the City and State.

As being proposed for the Dubuque STREETS project, we anticipate that there will be two possible types of signs, full DMS and DMS inserts for travel times to target locations on fixed signs. Final locations, and types of signs will be coordinated with the City.

This task will also include the design and installation of other miscellaneous ITS field infrastructure as is determined to be needed such as Vehicle Detection Systems and CCTV to be needed to support the efficient operation of the entire system, or as requested by the City.

Parsons will develop a PS&E bid package in coordination with the City and DOTs for all of the determined ITS field infrastructure. A 30% (Preliminary Location Layouts), 90% and final PS&E package will be provided.

Inputs:

- City of East Dubuque and IDOT Policies and Practices
- Legacy systems
- Existing inventory data
- Communications infrastructure
- Technical environment
- STREETS Software
- City of East Dubuque ITS standards
- ITS device field review and planning workshop output to finalize locations of devices

Approach:

- Review requirements and potential locations with the City.
- Finalize ITS equipment locations
- Develop final communications design plan to accommodate proposed ITS devices and any future system enhancements (if desired by the City and State).
- If additional equipment is needed in the field to support the project, Parsons will work with the City to develop the specifications for City approval

- For additional field equipment, the City will approve Change Orders that are developed with Parsons on a case-by-case bases. Approved Change Orders will include enough technical details to define the Task and any equipment needed, as well as a cost estimate for the task.

Deliverables:

- PS&E plans for communications infrastructure and ITS device installations
- Complete bid documents as required by IDOT
- Change Order writeups
- Deliverables in accordance with approved Change Orders.

Assumptions:

- Current costs are based on 4 DMS signs, 9 VDS stations and 4 CCTV cameras and communications network to support and connect to the Dubuque STREETS system.
- Any changes in the assumed quantities will need to adjust the PS&E package costs
- The City staff will work with the Parsons Team to support integration testing and end to end system testing as needed.
- Plans will be provided in accordance with IDOT specifications and Special provisions.
- A separate WisDOT PS&E package will not be required.
- Plan sheets will be based on google maps arial photos. No based map development will be required, and no survey work will be provided.
- No soil borings or surveys will be provided.
- Portable DMS may be used instead of fixed DMS if IDOT or WisDOT require surveying, an environmental assessment, or soil borings to install the fixed DMS.
- Parsons will not be required to provide an environment assessment.

Task 5: Streets System Set up and ITS device integration

Purpose:

East Dubuque and IDOT will operate on the installed Dubuque STREETS system. The City of Dubuque will allow for remote access by East Dubuque and IDOT as needed to monitor and access the devices in the East Dubuque area. User access and control will be defined by agency and may need an IGA for operations between the entities.

We have learned from experience that each agency has their own policies and procedures relating to the deployment and management of their software systems, communications infrastructure, and network security. As a result, we always allow for coordination among the different agencies.

Implement all system hardware and software if needed. It is assumed a VPN connection will be provided, but additional firewalls or software may be needed to meet agencies requirements.

All ITS devices on the Illinois, or WisDOT side of the system will be integrated and testing during this task. This task can run concurrently as with the field installation of devices and coordination installation contractors.

Inputs:

- Task 2 through 4 outputs
- City or Parsons Receiving Facilities of Shipped Hardware, or access to the city's virtual environment

- Facility Availability Schedule
- Interface Communications to Field Devices

Approach:

- Set up VPN environment if needed or use existing
- Requires coordination with City staff for initial setup.
- Perform unit confirmation testing and field integration testing for new ITS devices.
- Coordinate initial communications, system, and device integration testing
- Complete integration with initial center and field networking.

Deliverables:

- Base system components include:
 - VPN Access to Dubuque STREETS system
 - Access to necessary iNET™ modules to operate ITS field devices
 - Access to all ITS field elements installed
 - Unit test confirmation/ approval
 - Integration testing results.
 - Fully functional system through the Streets ATMS that provides travel times, and alternative route information through the STREETS ATMS to the DMS

Assumptions:

- The initial system properties, and parameters will be setup by Parsons based on input from the City.
- Any new equipment needed for the VPN or communications will be provided through the construction contract of the City. No equipment will be purchased as part of this project.
- No client-side computers will be provided through this contract. Any user PCs that are needed will be provided through the construction contract or by the City.
- No new servers or video cards will be provided through this project. Any user servers, or video cards that are needed will be provided through the construction contract or by the City.
- Any required COTS package upgrades or additions will be purchased by the City or through the construction project.
- Any ongoing system support will be provided through a separate agreement and is not part of this project.

Task 6: Training and Documentation

Purpose:

Parsons will provide training at the completion of the system access and device integration.

The provided manuals will be based on our core iNET™ Manuals with modification to reflect the specific details of the Dubuque STREETS system.

We expect to provide two separate 2-hour user training sessions. We will coordinate with the City to determine the best time and location for this training. Unless otherwise restricted, we expect to provide the initial training onsite at a City facility.

Inputs:

- Completed Initial Installation
- Completed device integration

Approach:

- The Training Plan will be tailored for up to 2 user groups
- Training Course Syllabi and support materials will be included
- Training material will be provided in hard and electronic format
- Initial training will be held on site at a City facility
- Two separate 2 hour user training sessions will be provided.
- Subsequent training may be provided online

Deliverables:

- Training Plan
- Course Syllabi and Support Documentation
- Hard and soft copy training material
- Manuals are updated with each build

Assumptions:

- The City will assist with training logistics.
- The City will ensure appropriate computers and communications are available to training locations, ideally this will be one computer per trainee, but they can also share a computer if needed
- The costs for subsequent training and documentation updates after the initial build may be included as part of an approved Task Order

ATTACHMENT C COST PLUS FIXED FEE

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees in the amount of the **Consultant's** actual cost plus applicable fixed fee amount. The **Consultant's** actual costs shall include payments to any subconsultants. The estimated actual costs and fixed fee are shown below and are itemized in Attachment C. Subconsultant costs are not available for use by the prime **Consultant** or other subconsultants. A contingency amount has **not** been established to provide for actual costs that exceed those estimated.

Estimated Actual Costs (Prime only)	\$ 261,356	
Fixed Fee (Prime only)	\$ 38,652	
Contingency (Prime only)	\$ 0	
Total Prime Consultant Costs		\$ 300,000
Total Subconsultant Costs		\$ 0
Maximum Amount Payable		\$ 300,000

The nature of engineering services is such that actual costs are not completely determinate. Therefore, the **Consultant** shall establish a procedure for comparing the actual costs incurred during the performance of the work to the estimated actual costs listed above. The procedure will itemize prime consultant and subconsultant costs in association with each scoped task. The purpose is to monitor these two elements and thus provide for early identification of any potential for the actual costs exceeding the estimated actual costs. The procedure shall be used in a way that will allow enough lead time to execute the paragraphs below without interrupting the work schedule. Therefore, once the accrued labor costs for a scoped task reach 85% of the estimated value for the prime or subconsultant, then the **Consultant** shall notify the **Owner** in writing.

It is possible that the **Consultant's** costs for the scoped tasks may need to exceed those shown in Attachment C. The **Consultant's** and subconsultants' costs for scoped tasks shall not be exceeded without prior written authorization from the **Contract Administrator** and concurrence from the Iowa DOT. Costs for scoped tasks that exceed estimated costs, if approved by the **Contract Administrator**, may be compensated via Supplemental Agreement, Work Order, Amendment, or Contingency as detailed in the paragraphs below. If the **Consultant** exceeds the estimated costs for scoped tasks for any reason (other than that covered in Section 3.1.1.2) before the **Contract Administrator** is notified in writing, the **Owner** will have the right, at its discretion, to deny compensation for that amount.

The fixed fee amount will not be changed unless there is a substantial reduction or increase in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the **Owner**. The adjustment to fixed fee will consider both cumulative and aggregate changes in scope, character, or complexity of the services. Any change in the fixed fee amount will be made by a Supplemental Agreement, Work Order, or Amendment.

If a contingency amount has been established and at any time during the work the **Consultant** determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the **Contract Administrator** in writing and describe what costs are causing the overrun and the reason. The **Consultant** shall not exceed the estimated actual costs without the prior written approval of the **Contract Administrator** and concurrence of the Iowa DOT. The **Owner** or Iowa DOT may audit the **Consultant's** cost records prior to authorizing the use of a contingency amount.

The maximum amount payable will not be changed except for a change in the scope. Changes due to an overhead adjustment are identified in Section 3.1.1.2. If at any time it is determined that a maximum amount payable will be or has been exceeded, the **Consultant** shall immediately so notify the **Contract**

Administrator in writing. The maximum amount payable shall be changed by a Supplemental Agreement, Work Order, or Amendment or this Agreement will be terminated as identified in Article 4.12.3. The **Owner** may audit the **Consultant's** cost records prior to making a decision whether or not to increase the maximum amount payable.

3.1.1.2 Reimbursable Costs. Reimbursable costs are the actual costs incurred by the **Consultant** which are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulations Systems, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required. The Title 48 requirements include the following:

1. Salaries of the employees for time directly chargeable to work covered by the Agreement, and salaries of principals for time they are productively engaged in work necessary to fulfill the terms of the Agreement.
2. Direct non-salary costs incurred in fulfilling the terms of this Agreement. The **Consultant** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges and materials and supplies.
3. The indirect costs (salary related expenses and general overhead costs) to the extent that they are properly allowable to the work covered by this Agreement. The **Consultant** has submitted to the **Owner** the following indirect costs as percentages of direct salary costs to be used provisionally for progress payments for work accomplished during the **Consultant's** current fiscal year: Salary related expenses are 39.25% of direct salary costs and general overhead costs are 87.61% of direct salary costs.

Use of updated overhead percentage rates shall be requested by the **Consultant** after the close of each fiscal year and the updated overhead rate shall be used to update previous year invoices and subsequent years as a provisional rate for invoicing in order to more accurately reflect the cost of work during the previous and subsequent years.

Any actual fiscal year or fiscal year's audited or unaudited indirect costs rates known by the **Consultant** shall be used in computing the final invoice statement. All unverified overhead rates shall have a schedule of computation supporting the proposed rate attached to the final bill. Prior to final payment for work completed under this Agreement all indirect cost rates shall be audited and adjusted to actual rates through the most recently completed fiscal year during which the work was actually accomplished. In the event that the work is completed in the current fiscal year, audited indirect cost rates for the most recently completed fiscal year may be applied also to work accomplished in the current fiscal year. If these new rates cause the actual costs to be exceeded, the contingency amount will be used.

3.1.1.3 Premium Overtime Pay. Premium overtime pay (pay over normal hourly pay) will not be allowed without written authorization from the **Contract Administrator**. If allowed, premium overtime pay shall not exceed 2 percent of the total direct salary cost without written authorization from the **Contract Administrator**.

3.1.1.4 Payments. Monthly payments within thirty (30) days of **Owner's** receipt of invoice shall be made based on the work completed and substantiated by monthly progress reports. The report shall indicate the direct and indirect costs associated with the work completed during the month. The **Contract Administrator** will check such progress reports and payment will be made for the direct non-salary costs and salary and indirect costs during said month, plus a portion of the fixed fee. Fixed fee will be calculated and progressively invoiced based on actual costs incurred for the current billing cycle. Each invoice shall be accompanied with a monthly progress report which details the tasks invoiced, estimated tasks to be billed on the next invoice, and any other contract tracking information.

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

Contract Administrator.

Upon delivery and acceptance of all work contemplated under this Agreement, the ***Consultant*** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. Final audit will determine correctness of all invoiced costs and final payment will be based upon this audit. The ***Consultant*** agrees to reimburse the ***Owner*** for possible overpayment determined by final audit.

**ATTACHMENT C-1
Cost Analysis Worksheet**

I. Direct Labor Cost (Prime Only)			
<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>
Project Manager (SEM)	112	\$119.00	\$13,328
Chief Engineer (SPE)	53	\$84.75	\$4,492
Lead Engineer (PE)	454	\$72.75	\$33,029
Senior SW Engineer (SE)	432	\$58.83	\$25,415
Engineer I (EI)	831	\$39.86	\$33,124
Senior Tech Specialist (TS)	50	\$60.49	\$3,025
Administrative Assistant (AA)	32	\$36.73	\$1,175
Payroll total:	1964		\$113,586
II. Combined Overhead (COH) & Facilities Capital Cost of Money (FCCM) Costs (Prime Only)			
IIA.	Indirect Cost Factor:		126.86%
			\$144,096
IIB.	FCCM Factor: [Insert FCCM fact		0.008%
			\$9
Combined Overhead and FCCM total:			\$144,105
III. Direct Project Expenses (Prime Only)			
Hotel	4	110	\$440
Airlines	2	450	\$900
Rental Car	4	50	\$200
Breakfast	10	6.5	\$65
Lunch	10	6.5	\$65
Dinner	10	19	\$190
Miliege	1438	0.56	\$805
Misc Equipment costs			\$1,000
Total Direct Project Expenses			\$3,665
IV. Estimated Actual Costs (EAC) (Prime Only) (I + II + III)			\$261,356
(Rounded)			
V. Fixed Fee (Prime Only)			
		(% X (I + IIA))	15%
			\$38,652
	Less FCCM		(IIB)
			\$9
		Fix Fee total:	\$38,643
	(Rounded)		
VI. Contingency (Prime Only)			
		% X (I + II + III)	0
	(Rounded)		
VII. Subconsultant Expenses (Designate if Cost Plus Fixed Fee (CP), Lump Sum (LS), etc. and include appropriate number of Attachment "I's" as necessary)			
Total Subcontractor Costs:			\$0
VIII. [Indicate type of reimbursement] Agreement Total (IV + V + VI + VII)			\$300,000
			(Maximum Amount Payable)
			(Rounded)

ATTACHMENT D**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS****Instructions for Certification**

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

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

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

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Illinois

Cook County

I Joseph Brahm, Vice President of the

Parsons Transportation Group, Inc Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

(Signature)

Subscribed and sworn to this _____ day of _____, _____.
(month) (year)

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, Joseph Brahm, am the Vice President and duly authorized representative of the firm of Parsons Transportation Group, Inc., whose address is 650 E. Algonquin Road, Suite 400, and that neither the above firm nor I has:

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

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

Signature

Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, Dave Ness, am the Traffic Engineer and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

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

Signature

Date

ATTACHMENT G
Page 1

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	----------------------	-----------------------	-------------------

Labor Dollars
Overhead
Overhead Adjustments
Direct Expenses
 Mileage
 Per Diem
 CADD
Estimated Actual Costs
 [Prime Only] (See Note 1)

Subconsultants (including authorized
contingency)
 Name
 Name
 Name
Estimated Actual Costs
 [Total Subconsultant Costs]

Total Estimated Actual Costs
 [Prime + Total Subconsultant
Costs]
Fixed Fee (See Note 2)
Authorized Contingency
 Total Authorized Amount
Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
 Prime
 Subconsultant Name
 Subconsultant Name

Labor Hours

Note 1: Do not include Subconsultant Expenses. Include Direct Labor, Overhead, and Direct Expenses for Prime Consultant only.

Note 2: Fixed fee shall be proportionate to the amount of actual costs invoiced compared to the actual costs estimated.

ATTACHMENT G
Page 2

Consultant Name
Consultant Address
Consultant Address

Cost Plus Fixed Fee Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
--	-------------------	--------------------	----------------

Labor Dollars (2001)
Labor Dollars (2000)
Labor Dollars (1999)
Overhead (2001)
Overhead (2000)
Overhead (1999)
Direct Expenses
Mileage
Per Diem
CADD

Estimated Actual Costs
[Prime Only]

Subconsultants (including authorized contingency)

Name
Name
Name

Estimated Actual Costs
[Total Subconsultant Costs]

Total Estimated Actual Costs
[Prime + Total Subconsultant Costs]

Fixed Fee
Authorized Contingency
Total Authorized Amount

Total Billed To Date
Remaining Authorized Balance

Unauthorized Contingency
Prime
Subconsultant Name
Subconsultant Name

Labor Hours (2001)
Labor Hours (2000)
Labor Hours (1999)

ATTACHMENT G**Page 3****Cost Plus Fixed Fee Final Invoice Instructions**

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Overhead Rates: Overhead rates and labor dollars to which the overhead rates are applied should match the fiscal year in which the costs are incurred. Overhead rates applied to labor should be audit verified when available. When not available, proposed FAR adjusted rates for the fiscal year in which the labor is incurred should be used.
- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc....) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc....) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.
- Subconsultant: Final invoice requirements for subconsultants with cost plus fixed fee contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

ATTACHMENT H Project Schedule

