

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ITERIS, INC.

This Agreement entered this ____ day of _____, 2018, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Iteris, Inc., hereinafter called "Contractor."

WITNESSETH

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and

WHEREAS, the San Mateo County Smart Corridor Project (Project) is an Intelligent Transportation System (ITS) project which extends 20 miles along El Camino Real and major local streets connecting to US-101 and provides countywide traffic management system infrastructure enabling local agencies and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring local traffic impacts due to major incidents on the freeway; and

WHEREAS, C/CAG is responsible for maintaining Project specific ITS infrastructure and communication network deployed within the cities' right-of-way and intends to outsource maintenance services to support various Project components; and

WHEREAS, Contractor was previously selected through a competitive process and performed work for the Project which included design, construction support, and system integration support; and

WHEREAS, C/CAG entered into agreement with Contractor to provide ITS Network Maintenance services for the period of May 12, 2016 through June 30, 2018.

WHEREAS, based on Contractors' past performance, C/CAG is prepared to enter into agreement with Contractor to provide network monitoring and maintenance support for the Project; and

WHEREAS, C/CAG has determined that Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by June 30, 2020.

2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the project budget set forth in Exhibit B up to a maximum amount of one hundred twelve thousand three hundred six dollars (\$112,306) for Services provided during the Contract Term as set forth below. The hours stated in Exhibit B are intended to be an estimate of the amount of time Contractor expects to spend on each task. Payments shall be made to Contractor monthly based on an invoice submitted by Contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of _____ and shall terminate on June 30, 2020; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination shall be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, subcontractors, officers or employees related to or resulting from performance, or non-performance, under this Agreement.

The duty to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.

11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: John Hoang

Notices required to be given to contractor shall be addressed as follows:

Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705
Attention: Scott Carlson

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Iteris (Contractor)

By _____ Date _____

City/County Association of Governments (C/CAG)

By _____ Date _____
Maryann Moise Derwin, C/CAG Chair

C/CAG Legal Counsel

By _____

EXHIBIT A

SCOPE OF WORK

Smart Corridor ITS Network Monitoring and Maintenance Support

Project Understanding

C/CAG, in cooperation with Caltrans District 4 and the cities of San Carlos, Millbrae, East Palo Alto, San Bruno, San Mateo, Redwood City, Belmont, Burlingame, Atherton and Menlo Park, has implemented a countywide traffic management system, the San Mateo Smart Corridor Program. The Smart Corridor Program includes Alternate Routes Plans along several key arterial corridors in San Mateo that parallel US 101. The objective of the Smart Corridor Program is to implement ITS strategies along key arterial corridors to provide improved coordinated operation of the freeway and arterial traffic systems. The Smart Corridor Program identifies key arterial corridors to serve as emergency alternate routes for passively diverted traffic off of the freeway and onto surface streets in an effort to provide improved operations during special events and non-recurring congestion. Through the deployment of this project, it is important to balance the need to divert traffic off of the freeways and onto arterials with the desire to minimize the impact to the residents and businesses located along these emergency alternate routes. Construction and integration of the Smart Corridor is to be completed in the spring of 2016.

This scope of work provides for on-call ITS network monitoring and maintenance support to C/CAG for the San Mateo County Smart Corridor as well as provide network monitoring software upgrades and as-built drawings. These services are essential not only for the communication infrastructure but also for all the elements that are utilizing the communication system from end to end for the mission critical information. For C/CAG this includes the following elements located in local agency Right-of-Way: Ethernet switches and routers, fiber optic cable, fiber optic termination panels, fiber optic splice boxes, Trailblazer Signs and Controllers, CCTV cameras, video encoders, traffic signal controllers, workstations and servers.

Iteris will monitor the overall health of the Smart Corridor network and the field devices it serves. We will identify any network or equipment failures and diagnose the possible root cause in order to expedite corrective action taken by C/CAG's maintenance contractor for local agency owned infrastructure.

In addition to above noted maintenance services Iteris will also design and implement some required upgrades to the existing project. These upgrades include a network connection from the C/CAG facilities to the corridor network and required upgrades for the existing Hirschman HiVision system that monitors the current network. Implementing these upgrades will allow for remote monitoring and will provide C/CAG staff with a missing and needed functionality and connection to the corridor network.

Scope of Work

Iteris' scope of work involves tasks to prepare for efficient and effective operation and maintenance services. The Tasks 1 and 2 will serve to provide planned and unplanned maintenance for the system and better management of the communication system over the long term life cycle.

Task 2 is focused on the Operations and Maintenance (O&M) services preventing failures by having expert staff check the operation of the communication infrastructure and take proactive action to identify potential failures. Also, this O&M task will provide Iteris Engineers the ability to respond to alerted failures on the network. Task 3 is required to allow for remote monitoring of the system and to implement needed upgrades to the system that will allow C/CAG staff access to the corridor network and the software systems provided by the project. Task 4 is required to finalize the engineering documentation for the construction of the previous phases of the program.

Task 1. Project Administration and Management

Iteris strongly believes that excellent project management is essential to the successful completion of any project. Successful completion does not only mean finishing the project but also completing the project to the client's satisfaction within budget and on schedule. Mr. Richard Shinn has over 27 years of experience in operating and maintaining critical communication infrastructure for public agencies. Mr. Shinn will be available to C/CAG staff for meetings and to answer specific questions that may come up throughout the life of project. To keep C/CAG staff aware of the project activities, Mr. Shinn will also be responsible for submitting monthly progress reports to the C/CAG staff that have responsibility over all or part of the communication system and the devices it serves.

Meetings

Mr. Shinn and key staff members participate in quarterly meetings to review performance / response times for any past events and issues related to the O&M services of this project. Mr. Shinn and key staff members participate in additional Smart Corridor stakeholder meetings as necessary.

Key staff will also participate in additional meetings as necessary. The meetings are recommended to be held quarterly to review performance / response times for any past events and issues related to the O&M services of this project.

Project Management

Mr. Shinn will provide monthly progress reports to the C/CAG Project Manager and other project stakeholders. These reports will help to document and verify the performance of Iteris response time as well as the length of time that hardware is off-line.

Deliverables:

- Monthly Progress Reports

Task 2. Smart Corridor Network Monitoring

Primarily by utilizing Hirschmann's HiVision Network Management Software, Iteris staff will remotely log into the network and check the operational status of all communications links, field devices and TMC elements. This will be performed on a weekly basis at a minimum and more frequently as needed to assist C/CAG's maintenance contractor.

Any issues discovered during weekly monitoring will be reported to C/CAG and the maintenance contractor in accordance with C/CAG's protocols. Iteris will perform diagnostic tests and network

analysis to clear the issue remotely or ascertain the root cause of the problem. Iteris will report all issues that were rectified remotely to C/CAG in a weekly summary sent to C/CAG and the maintenance contractor. Issues that require action by the maintenance contractor will be reported to C/CAG in accordance with their policies and protocols. A report summarizing any actions recommended and/or required by maintenance contractor will be provided to C/CAG. At times where Iteris staff can manage the field maintenance equipment work without contractor intervention, Iteris staff will complete the work with site visits – with prior approval from C/CAG.

Recognizing that only C/CAG has the authority to mobilize the maintenance contractor, Iteris recommends notifying C/CAG and the contractor simultaneously to keep the contractor informed and to minimize their response time. As a courtesy, Iteris will also notify Caltrans District 4 of any issues related to equipment in their Right-of-Way.

Response time is also critical to on-going system operation. Throughout the work week Iteris will ensure we can respond within 4 hours of any reported failure. This is the worst-case condition with our current goal to respond within minutes.

This scope of work involves analysis of the following list of failures. Iteris will, through the analysis process, repair failures through configuration changes if possible. If hardware upgrades are necessary, Iteris will document the necessary upgrades and provide a list to C/CAG.

- Surveillance Cameras: Identify the failures and restore what can be through resetting and configuration of equipment. Maintain equipment firmware software versions on all equipment per manufacturer's requirements.
- Maintain AVIGILON Systems: Maintain AVIGILON Servers, database and related City workstations as needed. Provide assistance with AVIGILON VMS software configuration, training, troubleshooting and changes. Maintain equipment firmware software versions on all equipment per manufacturer's requirements.
- Trailblazer Signs/ADMS Units: Identify the failures and restore what can be through resetting and configuration of equipment using Skyline's Envoy software. Maintain equipment firmware software versions on all equipment per manufacturer's requirements.
- Controller communications failures: Identify controller equipment failures and restore what can be restored through resetting and configuration of equipment using Skyline's Envoy software. Maintain equipment firmware software versions on all equipment per manufacturer's requirements.
- San Mateo Corridor Network Equipment: Identify, troubleshoot and repair fiber optic cross-connections that have been changed or require modifications due to fiber failures. Assist maintenance contractor in troubleshooting point to point fiber connections.
- San Mateo Corridor Network Equipment: Maintain, troubleshoot and repair any equipment failures. Review configuration and implement any required configuration changes or upgrades. Maintain equipment firmware software versions on all equipment per manufacturer's requirements.
- Field Contractor Support: As trouble tickets are completed and closed by the maintenance contractor, Iteris staff will remotely log into the network to verify all communications links and

field devices are fully operational. Where contractor requires support for network or equipment issues or troubleshooting, Iteris staff is available for support.

Deliverables:

- Monthly Network Monitoring Report

Task 3. Smart Corridor Network Monitoring Software Upgrades

Iteris proposes upgrades to the existing HiVision equipment. Throughout the performance of the San Mateo project it was noted by Caltrans staff that the current HiVision server and software systems appear to be overloaded. It was determined that the addition of a separate server would alleviate this issue. An additional server has been procured by Caltrans. Iteris will prepare this server for deployment. HiVision software will be installed on this new server and current devices will be re-associated to split the load on the two servers. Iteris will provide integration services for this task to complete installation and integration.

Deliverables:

- Software Upgrades

Task 4. As-Built Drawing Preparation

Iteris proposes to prepare AutoCAD files and Mylar record drawings of the North Segment, South Segment and South Extension portions of the overall project. The as-built drawings will be based on Contractor red-line of as-constructed drawings as well as field verification by Iteris staff at selected locations.

Deliverables:

- As-Built record drawings

EXHIBIT B

BUDGET

The proposed fee for these services is provided below in Table 1. The first two tasks are to be performed on a Time & Materials basis over a two-year period at a not to exceed budget of \$76,250. The third and fourth tasks will be performed on a Time & Materials at a cost of \$24,004 and \$12,052 respectively. Billing rates for assigned staff will be adjusted as a result of annual salary increases every April without changing the total not to exceed contract amount. This represents a total budget of \$112,306.

Table 1. Cost Proposal

Task		Rich Shinn, Project Manager	George Gener, Sr. System Engineer	Paul Frisle, Engineer	Matt Redmond, Transportation Engineer	Omid Modaghegh, Associate Engineer	Kassra Raifee, Assistant Engineer	HOURS/ QUANT.	Iteris LABOR COST	Iteris Materials	Iteris ODC	Iteris Total
		\$261.34	\$226.44	\$195.87	\$121.77	\$109.71	\$91.57					
1	Project Administration & Management	40	12					52	\$13,171		\$500	\$13,671
2	Smart Corridor Network Monitoring	104	52		104	52	52	364	\$62,079		\$500	\$62,579
3	Smart Corridor Network Monitoring Software	8	64		24			96	\$19,504	\$1,000	\$3,500	\$24,004
4	As-Built Drawings			24	24		32	80	\$10,552		\$1,500	\$12,052
Total		152	128	24	152	52	84	592	\$105,306	\$1,000	\$6,000	\$112,306