



Local Public Agency Engineering Services Agreement

DRAFT



Using Federal Funds? [] Yes [x] No Agreement For: Non-MFT PE Agreement Type: Original

LOCAL PUBLIC AGENCY
Local Public Agency: Lake County Division of Transportation
County: Lake
Section Number: 24-00219-00-ES
Job Number:
Project Number:
Contact Name: David Pugliese
Phone Number: (847) 377-7502
Email: DPugliese@lakecountyil.gov

SECTION PROVISIONS
Local Street/Road Name: Various County Highways
Key Route:
Length:
Structure Number:
Location Termini:
Add Location
Remove Location

Project Description: Testing of Lake County roads in the fall of 2024 as described in Exhibit A: Scope of Services

Engineering Funding: [] MFT/TBP [] State [x] Other: County Matching Tax
Anticipated Construction Funding: [] Federal [] MFT/TBP [] State [] Other

AGREEMENT FOR
[x] Phase I - Preliminary Engineering [] Phase II - Design Engineering

CONSULTANT
Consultant (Firm) Name: International Cybernetics Company, LP dba IMS Infrastructure Management Services
Contact Name: Jim Tourek
Phone Number: (480) 741-1847
Email: JTourek@icc-ims.com
Address: 10630 75th Street
City: Largo
State: FL
Zip Code: 33777

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:
Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- Vendor Disclosure Statement Form V5 10-8-19
- Vendor Certification Form v3 6.4.21
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate Not to exceed \$157,900. See cost breakdown in Exhibit A: Scope of Services

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) 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.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
International Cybernetics Company, LP dba IMS Infrastructure Management Services	59-1626392	
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		
Total for all work		

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Name of Local Public Agency

Attest: The of

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

International Cybernetics Company, LP dba IMS Infrastructure Management Services

By (Signature & Date)

Jim Tourek
Digitally signed by Jim Tourek
DN: cn=Jim Tourek, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtoure@imsanalysis.com
Date: 2024.06.13 19:54:18 -07'00'

Title

Client Services Manager

By (Signature & Date)

John Till
Digitally signed by John Till
DN: cn=John Till, c=US, o=ICC-IMS, ou=ICC-IMS, email=jtill@icc-ims.com
Date: 2024.06.13 13:55:26 -04'00'

Title

Chief Financial Officer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Empty signature box]

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described below:

To perform testing of roads in the fall of 2024 as itemized below for approximately 315 lane miles of roads (of the approximate 914 lane miles under County jurisdiction) designated by the Public Agency in compliance with department policy of the Illinois Department of Transportation. The following operations are necessary to update the computer database contained in the County Pavement Management System:

- (a.) Project initiation
- (b.) Laser Road Surface Testing (RST) generated pavement inventory
- (c.) Environmental study
- (d.) RST surface condition survey
- (e.) Dynamic deflection testing. Including providing an appropriate safety vehicle and driver for traffic control during the testing process.
- (f.) GIS linkage
- (g.) Data processing

2. That all data and test results furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the LA. It is being understood that all such data and test results shall, before being finally accepted, be subject to approval by the LA.

3. To provide 12 months of software maintenance effective from November 30, 2024 to November 30, 2025.

4. To attend conferences at any reasonable time when requested to do so by representatives of the LA.

5. In the event data or test results are found to be in error, the ENGINEER agrees that he will perform corrections without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the LA.

6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his or her professional seal where such is required by law.

7. The ENGINEER shall update and modify as necessary the linkage between the pavement management programs and databases and the LA's ArcView maps to insure the updated field data and other information is accessible with ArcView programs and maps and the LA's pavement management software program. The consultant shall make all necessary changes to the LA's electronic map which may include the creation of new map segments/arcs or the concatenation of map segments/arcs within the existing map. In the event that new roads have been added by the LA and have been added to the LA's electronic map, the ENGINEER shall create a linkage where pavement management field data is available. The ENGINEER shall not be required to add new road segments or arcs to the map, all new road segments or arcs shall be provided by the LA.

8. To furnish resulting test data, properly compiled, on compact disc or other agreed upon format.

9. Complete items 1, 7, and 8 to the satisfaction of the LA by December 13, 2024 for the fall 2024 testing. Fall testing may begin upon notice to proceed from the LA (anticipated August 1, 2024).

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1, 3, and 7 in accordance with the following unit price schedule:

Project initiation – project setup and startup at a total cost of \$3,000.00.

RST local mobilization, calibration, and setup at a total cost of \$3,000.00.

Continuous laser RST Surface Condition survey, inventory, environmental survey with output in increments of 10 sections per lane mile at the unit price of \$130.00 per lane mile.

Dynamic deflection testing local mobilization, calibration, and setup at a total cost of \$3,000.00.

Dynamic deflection testing at the rate of 10 tests per lane mile and a cost of \$125.00 per lane mile.

Data analysis for the deflection testing at a total cost of \$2,750.00.

An appropriate safety vehicle and driver for traffic control during the testing process at a cost of \$145 per hour. Estimated at 142 hours of work.

GIS linkage – review and adjustments at the unit price of \$10.00 per lane mile.

GIS network inventory checks and survey map preparation at a cost of \$7.50 per lane mile.

Pavement data processing and QC/QA program a unit price of \$50.00 per lane mile.

Provide online access to imagery from testing activities through Inform at a cost of \$2000.00

Provide data hosting for previous year's testing imagery at a cost of \$1.20 per lane mile (370 miles testing in previous cycle).

To provide the "Easy Street Analysis" of pavement and preliminary 5-Year Budget development at a total cost of \$5000.00, including:

- (a.) ESA pavement management spreadsheet software
- (b.) Customizable Prioritization & Cost-Benefit Analysis
- (c.) Unlimited Access to IMS training library
- (d.) Online ESA spreadsheet training via Teams call sessions

On-site (in-person) training for ESA spreadsheet software (6 hr sessions) at a cost of \$3,650.00 per day, with a 2 day minimum)

Project management at a total cost of \$8,931.00.

The Total Not-to-Exceed Contract Amount shall be \$170,000.00.

2. To pay for any additional services at actual cost of performing such work plus 130 percent to cover profit, overhead, and readiness to serve "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out of pocket expenses will be reimbursed to the ENGINEER at his actual cost.

3. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

4. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed except that payment for paragraph 3 of THE ENGINEER AGREES will be as soon as practicable.

5. The frequency of partial payments shall not exceed one per month.

6. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, 3, and 7 and prior to the completion of such services, the LA shall reimburse the ENGINEER for the percentage of the work completed up to the time he is notified in writing of such abandonment.

7. That, should the LA require changes, except for those required pursuant to paragraph 5 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead, and readiness to serve "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare complete and adequate tests and data.

8. To provide the following:

Project limits and road map for performing the various data collection operations.

Local Public Agency	County	Section Number
Lake County Division of Transportation	Lake	24-00219-00-ES

**EXHIBIT B
PROJECT SCHEDULE**

Fall testing may begin upon notice to proceed from the LA (anticipated August 1, 2024).

1. The following operations are necessary to update the computer database contained in the County Pavement Management System:

- (a) Project initiation
- (b) Laser Road Surface Testing (RST) generated pavement inventory
- (c) Environmental study
- (d) RST surface condition survey
- (e) Dynamic deflection testing
- (f) GIS linkage
- (g) Data processing

2. The ENGINEER shall update and modify as necessary the linkage between the pavement management programs and databases and the LA's ArcView maps to insure the updated field data and other information is accessible with ArcView programs and maps and the LA's pavement management software program. The consultant shall make all necessary changes to the LA's electronic map which may include the creation of new map segments/arcs or the concatenation of map segments/arcs within the existing map. In the event that new roads have been added by the LA and have been added to the LA's electronic map, the ENGINEER shall create a linkage where pavement management field data is available. The ENGINEER shall not be required to add new road segments or arcs to the map, all new road segments or arcs shall be provided by the LA.

3. Furnish resulting test data, properly compiled, through electronic file transfer, or on physical media, whichever the LA requests.

Complete the above items to the satisfaction of the LA and DEPARTMENT by December 13, 2024