



DRAFT

**Local Public Agency
Engineering Services Agreement**

Agreement For Agreement Type

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake County Division of Transportation	Lake	23-00700-01-EG	N/A
Project Number	Contact Name	Phone Number	Email
N/A	Charles S. Askar, PE	(847) 377-7410	caskar@lakecountyil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Various	N/A	N/A	N/A
Location Termini			Add Location
Various			Remove Location

Project Description

Various Services detailed in attached exhibits.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Traffic Engineering On-Call Services

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Iteris, Inc.	Christos Achillides	765-409-4608	cachillides@iteris.com
Address	City	State	Zip Code
1700 Carnegie Ave, Suite 100;	Santa Ana	CA	92705

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: Fee Table
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

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 DIRECT COST tab in BLR 05513 or BLR 05514).

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 C).
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

Cost plus Fixed Fee:

Based on Individual Approved Work Order(s) with a not to exceed amount as noted in the Work Order.

Project Duration: 2-years; Not-To-Exceed \$150,000

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 or 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 (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Iteris, Inc.	95-2588496	\$150,000.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
N/A	N/A	
Subconsultant Total		
Prime Consultant Total		
Total for all work		

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest:

The County of Lake

By (Signature & Date)

[Signature & Date box for LPA representative]

By (Signature & Date)

[Signature & Date box for County Engineer]

Local Public Agency

Local Public Agency Type

Title

Lake

County

Clerk

[Title box for County Engineer]

(SEAL)

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation
County Engineer

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Iteris, Inc.

By (Signature & Date)

Kim A. Shih 8/24/23

By (Signature & Date)

[Signature] 7/21/23

Title

CFO

Title

REGIONAL VICE PRESIDENT

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature & Date box for Regional Engineer]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On August 24, 2023 before me, Michelle Lemestre, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Kerry A. Shiba
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Lemestre
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Eng Service Agreement Document Date: 8/24/2023
Number of Pages: 9 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On August 24, 2023 before me, Michelle Lemestre, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven Brady
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle Lemestre
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County DOT	Iteris, Inc.	Lake	23-00700-01-EG

**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



LCDOT - Traffic Engineering & Signal Coordination and Timing (SCAT) Project Scope

The proposed scope of work for this contract is based on the required tasks listed in Lake County Division of Transportation (LCDOT) request for Statement of Interest for Section No. 23-00700-01-EG.

It is understood ITERIS (the Consultant) will be responsible for performing the services including, but not limited to, the development and implementation of traffic signal timing plans remotely or directly in the field, on-call traffic operations assistance such as customer service calls/complaints, assisting LCDOT in updating their master Synchro model, providing recommendations on time-of-day plans, providing traffic engineering services (e.g. LOS calculations, traffic impact, traffic signal warrant analysis, capacity analysis, safety/crash analysis, review locations with excessive delays), and other miscellaneous traffic engineering services. A detailed description of services is provided below:

1. Signal Coordination and Timing Services

Data Collection

Upon assignment of a traffic signal system by LCDOT, ITERIS will begin data collection. Data collected will include existing signal phasing, signal timings, time-of-day schedule, lane geometry, pedestrian crosswalk measurements, and anything else required to successfully complete the signal system optimization.

Manual turning movement counts (TMC's) will be conducted at each identified study location. The TMC's will normally be made from 6:30 to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 to 6:30 p.m. during typical weekday driving conditions, excluding Monday a.m. and Friday p.m. Some intersections may require additional special counts during Friday evenings or weekend periods (particularly where shopping-type trip generators are concentrated). Each TMC will be summarized in 15-minute intervals and will identify special pedestrian movements, heavy vehicles, and bicycles as necessary. Count information will be summarized in a manner consistent with the Highway Capacity Manual 2010.

ITERIS will consult LCDOT to determine any existing concerns or special characteristics of the signal system. Initial speed/delay studies will be conducted in the field utilizing special electronic timing and measuring devices along identified corridors to establish a database for future comparative evaluations.

Data Analysis

The data collected will be thoroughly analyzed. Peak period turning movement counts will be summarized in a form sufficient for input to appropriate computer models. Signal equipment at the various study locations will be evaluated to determine adequacy and adaptability to potential adjustments.

An individual capacity analysis will be conducted for each signalized intersection to determine the existing level of service (LOS) and the degree of saturation. This information will identify if signal optimization will increase the efficiency of the location or if vehicular volumes are exceeding the capacity of the intersection. These analyses will be conducted in accordance with HCM guidelines. Appropriate signal timing settings will be developed for each peak period for isolated intersection control.

Using information such as intersection spacing, TMC's, minimum timing settings, phasing, saturation flow rates and posted speed limits, etc., ITERIS will conduct signal optimization analyses using Synchro/SimTraffic, HCS or appropriate computer software. Optimization analyses will be conducted for the previously identified count periods and other identified peak periods. It is assumed that three to five coordination timing plans will be warranted for most systems.

Implementation

Based on the data analysis, optimized signal timing plans and schedules will be developed. These plans will be forwarded to LCDOT for review prior to implementation.

ITERIS will implement system timing plans on a desktop computer and download the optimized parameters to the field controller units via LCDOT's ATMS (Centracs) or telephone lines. An ITERIS Traffic Engineer will be in the field in direct communication during all implementation procedures to assure the adjustments are accepted by the equipment and to monitor traffic operations. Fine-tuning adjustments will be made to alleviate observed adverse operation conditions and to enhance operations. In addition, under TRP control, ITERIS will monitor the coordination pattern selection to ensure the program selects patterns correctly. After any necessary adjustments, ITERIS will conduct another speed/delay study.

Evaluation

Following implementation, to quantify the overall improvement in vehicular operations and efficiency, ITERIS will perform a comparative analysis of the vehicular MOE's. Utilizing the before and after speed/delay studies, ITERIS will calculate the observed decrease in travel time and delay and the increase in travel speeds along the study corridors. Other measures of the improvements will be evaluated such as overall level of service improvements associated with reduced volume/capacity ratios.

PC-TRAVEL or Tru-Traffic will be used to evaluate the anticipated effects of the optimization on fuel efficiency, carbon monoxide emissions, hydrocarbons and nitrous oxide on an annual basis. The input data consists of ADT, distance and the average speed obtained from the before and after studies.

Report

Upon completion of the evaluation study, a final report will be issued for each system, which will include the evaluation study, analysis results and the complete database utilized to develop the optimized timings. Recommendations for additional enhancements, equipment modifications and other observations will be included in this document.

2. Update & Maintain LCDOT Master Synchro Files

ITERIS will update LCDOT's Synchro traffic models for all periods (AM, midday, and PM). The models will be calibrated with field data as directed by LCDOT, observations, and LCDOT's ATMS and ATSPM systems. ITERIS will also review traffic signal optimization reports from other consultants to ensure that the Synchro models contain the latest signal timing plans. A Synchro 11 model will be developed to include all three study periods.

3. Address Miscellaneous Signal Timing Complaints & Provide Special Event Timing Services

ITERIS will be available to assist LCDOT with troubleshooting traffic signal operation issues and with responding to public complaints. Once a complaint is received, ITERIS will check all available resources (controller communication to assess real-time traffic operations, video monitoring, if available, existing timing plans, LCDOT's ATSPM and existing Synchro files) to identify the cause of the problem and develop the best course of action to quickly resolve the issue. If necessary, ITERIS will contact the motorist that reported the issue directly to obtain more detailed information regarding the nature of the complaint. A field/camera investigation will then be performed to justify the validity of the complaints and examine thoroughly the traffic conditions at the subject intersection and the surrounding area. Finally, ITERIS will make signal timing corrections, as necessary, and report the findings of the investigation to LCDOT.

4. Miscellaneous Traffic Engineering Services

Iteris will be available to assist LCDOT with the development of various traffic engineering studies including traffic impact studies, warrant analyses, safety analyses, IDS, planning, systems engineering, and detailed design, through implementation and performance monitoring. As requested by LCDOT, ITERIS will be also available to review and provide written comments to the County's Traffic Staff on signal timing coordination/ ITS/ lighting plans submitted by others, manufacturers' material submittals "catalog cuts", and review/ prepare all necessary contract/bidding documents for the County's EMC contract.

Project Administration

This task includes time required to prepare and process work orders and invoices and to coordinate and attend project meetings.

Quality Assurance/Quality Control

ITERIS will ensure that the work procedures and reports developed under this contract meet the LCDOT's policy and intent of the Division, in accordance with the project's Quality Assurance/Quality Control Plan.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake County DOT	Iteris, Inc.	Lake	23-00700-01-EG

**EXHIBIT B
FEE TABLE**



LCDOT - Traffic Engineering & Signal Coordination and Timing (SCAT) Fee Table

Table 1 shows the approved IDOT hourly rates by employee. These rates are current as of August 23, 2023. Iteris salary adjustments occur yearly on April 1. Mileage will be reimbursed by the County at the current IDOT-approved rate, and other materials will be reimbursed by the County at cost. Staff will be assigned to the project by the ITERIS Project Manager based on staff availability and the complexity of the particular task. The Project Manager will monitor the project cost and notify the County as the cost approaches the Not to Exceed amount of each task order.

Table 1 – Proposed Fee

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Christos Achillides – Associate VP	Dollar	Per Hour	\$81.49
2	Alexander Garbe – Senior Engineer III	Dollar	Per Hour	\$75.93
3	Adam Danczyk – Senior Engineer II	Dollar	Per Hour	\$69.71
4	Brien Funk – Senior Engineer II	Dollar	Per Hour	\$65.08
5	Kristel Bassett – Senior Engineer I	Dollar	Per Hour	\$50.56
6	Elijah Vignet-Kotze – Associate Engineer	Dollar	Per Hour	\$32.31
7	Tina Compton – Senior Project Acct	Dollar	Per Hour	\$48.08
8	Peire Morreale – Billing Specialist	Dollar	Per Hour	\$33.26
9	Lorinda Krystyniak – Administrator	Dollar	Per Hour	\$30.50
10	Intern	Dollar	Per Hour	\$25.00



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Iteris, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>08/23/23</u>

Consultant
 Iteris, Inc.

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input checked="" type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Tolls	Actual cost	<input checked="" type="checkbox"/>			
Parking	Actual cost	<input checked="" type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Traffic Counts	Actual Cost	<input checked="" type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake	Iteris, Inc.	Lake	23-00700-01-EG

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>

	Project Criteria	Weighting
	<input type="text"/>	<input type="text"/>

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	<input type="text"/>		
2	<input type="text"/>		
3	<input type="text"/>		
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>