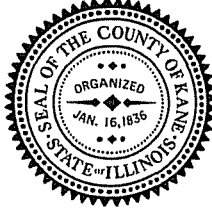


County of Kane  
Office of County Board  
Kane County Government Center

Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

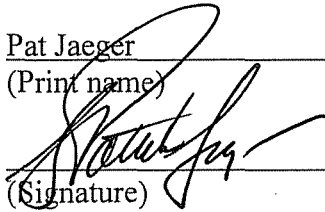
**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: Approving Engineering Agreement with TransCore ITS, LLC for the  
Advanced Traffic Management System, Kane County Section  
#12-00389-01-EG


Submitted by: Linda Haines

Date Submitted: May 8, 2012

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

May 9, 2012  
(Date)

Post on Web: Yes  No  Atty. Initials 

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed: Yes No \_\_\_\_\_  
(Date)

Document returned to: \_\_\_\_\_

**AN AGREEMENT BETWEEN THE COUNTY OF KANE AND  
TRANSCORE ITS, LLC FOR  
ATMS SOFTWARE DEVELOPMENT AND INTEGRATION SERVICES  
KANE COUNTY SECTION NO. 12-00389-01-EG**

**PURCHASE ORDER # \_\_\_\_\_**

This AGREEMENT, made this 8th day of May 2012 between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), of 719 South Batavia Avenue, Geneva, Illinois 60134 and TRANSCORE ITS, LLC, a Delaware limited liability company authorized to conduct business in Illinois and an Illinois licensed professional engineering firm with offices at 2511 N. 124<sup>th</sup> Street, Suite 205, Brookfield, WI 53005 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

**WITNESSETH**

WHEREAS, it is deemed to be in the best interest of the COUNTY and the motoring public to improve and maintain the various highways throughout Kane County; and,

WHEREAS, the COUNTY desires to maintain adequate and efficient traffic flow; and safe traffic operations on County highways through the deployment and the utilization of Intelligent Transportation Systems; and,

WHEREAS, the County desires the performance of ATMS (Advance Traffic Management System) Software Development and Integration (hereinafter referred to as the "PROJECT"); and,

WHEREAS, in order to accomplish the PROJECT it is necessary to retain the services of a professional engineering firm to perform the software development and integration services for the PROJECT; and,

WHEREAS, the CONSULTANT has experience and professional expertise in all aspects of traffic operations engineering and is willing to perform said services for the PROJECT for an amount not to exceed Three Hundred Ninety-Nine Thousand and Nine Hundred Ninety-Nine Dollars and Ninety cents (\$399,999.90),

WHEREAS, the COUNTY has determined that it is in the COUNTY'S best interest to enter into this AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the above stated preambles, the mutual covenants and agreements herein set forth, the PARTIES do hereby mutually covenant, promise, agree and bind themselves as follows:

1.0 INCORPORATION

1.1 All of the preambles set forth hereinabove are incorporated into and made part of this AGREEMENT.

2.0 SCOPE OF SERVICES

2.1 Services for the PROJECT are to be provided by the CONSULTANT according to the specifications set forth in Exhibit "A" which is attached hereto and incorporated herein. The services are sometimes hereinafter also referred to as the "work".

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed with the work described and as otherwise set forth in Exhibit "A" shall be given on behalf of the COUNTY by the Kane County Engineer, in the form of a written notice to proceed (hereinafter "Notice to Proceed"), following execution of this AGREEMENT by the County Board Chairman of the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the Kane County Engineer shall be required before any sub-consultants are hired by the CONSULTANT to perform any of the work.

4.2 Any such sub-consultants shall be hired and supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultants in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work on the PROJECT as directed in the Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed prior to the date of the Notice to Proceed or after termination of this AGREEMENT.

6.0 COMPENSATION

6.1 The COUNTY shall only pay the CONSULTANT for work performed and shall pay only in accordance with the provisions of this AGREEMENT.

6.2 For work performed, the COUNTY shall pay the CONSULTANT based upon the hourly rates set forth in Exhibit "B", which is attached hereto and incorporated herein.

- 6.3 For direct expenses, the COUNTY shall pay the CONSULTANT for supplies and materials required for the completion of all work defined in the Exhibit "A" which is attached hereto.
- 6.4 For direct expenses, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY. Computer charges will not be allowed as direct expenses.
- 6.5 Within 45 days of receipt, review and approval of properly documented invoices, the COUNTY shall pay or cause to be paid to the CONSULTANT partial payments of the compensation specified in this AGREEMENT. Payment will be made in the amount of sums earned less previous partial payments. However, the COUNTY reserves the right to hold back a sum equal to five percent (5%) of the total AGREEMENT sum to ensure performance satisfactory to the Kane County Engineer.
- 6.6 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not exceed Three Hundred Ninety-Nine Thousand and Nine Hundred Ninety-Nine Dollars and Ninety cents (\$399,999.90).
- 6.7 The CONSULTANT shall use the COUNTY'S Automatic Clearing House (ACH) payment program. The following internet link shall be used to complete the vendor (CONSULTANT) agreement.

<http://www.countyofkane.org/Documents/Finance%20Department/Vendor%20Information/achBrochure.pdf>

## 7.0 DELIVERABLES.

- 7.1 The CONSULTANT shall provide the COUNTY, prior to the termination of this AGREEMENT, or at such time as the Kane County Engineer directs, any required deliverables related to work performed under this AGREEMENT.
- 7.2 Upon receipt, review and acceptance of all deliverables by the COUNTY (if required), final payment will be made to the CONSULTANT by the COUNTY.

## 8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall, during the term of this AGREEMENT and as may be required thereafter, maintain, at its sole expense, insurance coverage including:
- A. Worker's Compensation Insurance in the statutory amounts.
  - B. Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) each accident/injury and Five Hundred Thousand Dollars (\$500,000) each employee/disease.

- C. Commercial General Liability Insurance, (including contractual liability) with limits of not less than One Million Dollars (\$1,000,000) per occurrence bodily injury/property damage combined single limit; Two Million Dollars (\$2,000,000) excess liability coverage in the aggregate for injury/property damage combined single limit and Two Million Dollars (\$2,000,000) in the aggregate for products-completed operations.
- D. Commercial Automobile Liability Insurance with minimum limits of at least One Million Dollars (\$1,000,000) for any one person and One Million Dollars (\$1,000,000) for any one occurrence of bodily injury or property damage.
- E. Professional Errors and Omissions Insurance with a minimum limit of One Million Dollars (\$1,000,000.00).

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S certificates of insurance before issuance of the Notice to Proceed. The CONSULTANT shall provide the COUNTY and maintain a certificate of insurance for its General Liability Policy which certificate shall include the COUNTY as additional named insured. The additional named insured endorsement included on the CONSULTANT'S Commercial General Liability policy shall provide the following:

- A. That the coverage afforded the additional named insured will be primary insurance for the additional named insured with respect to claims arising out of operations performed by or on behalf of the CONSULTANT;
- B. That if the additional named insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- C. That the amount of the CONSULTANT'S liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- D. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not, be canceled, until at least thirty (30) days prior written notice has been given to COUNTY. Such notice shall be provided to the COUNTY's designated Email contact at: [szabotom@co.kane.il.us](mailto:szabotom@co.kane.il.us). Any expirations, material changes or renewal refusals shall be transmitted directly to the COUNTY by CONSULTANT.
- E. That the certificate of insurance shall contain the project section number for this project – Section 12-00389-01-EG.

8.3 The insurance required to be purchased and maintained by CONSULTANT shall be provided by an insurance company acceptable to the COUNTY with an AM Best rating of A- or better, and licensed to do business in the State of Illinois; and shall include at least the specified coverage and be written for not less than the

limits of the liability specified herein or required by law or regulation whichever is greater. In no event shall any failure of the COUNTY to receive policies or certificates of insurance or to demand receipt of the same be construed as a waiver of the CONSULTANT'S obligation to obtain and keep in force the required insurance.

## 9.0 INDEMNIFICATION.

- 9.1 To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, and its officials, directors, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, excluding any proportionate amount of any claim, damage, loss or expense which is caused by the negligence of the COUNTY. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist as to a PARTY or person described in this paragraph. In claims against the COUNTY and its officials, directors, officers, agents, and employees by an employee of the CONSULTANT, a sub-consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or a sub-consultant under workmen's compensation acts, disability benefit acts or other employee benefit acts. The Consultant's obligations hereunder shall survive the termination of this agreement.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, to defend any claims, actions or suits brought against them.
- 9.3 If any errors, omissions, intentional or negligent acts are made by the CONSULTANT or sub-consultant in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- 9.4 Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for the quality of the work, nor of the CONSULTANT'S liability for loss or damage to property or persons resulting therefrom.

10.0 SATISFACTORY PERFORMANCE.

10.1 The CONSULTANT'S and sub-consultant's standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets or exceeds the quality and standards commonly accepted in the industry in the Chicago metropolitan area.

11.0 CONFLICT OF INTEREST.

11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

11.2 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Purchasing Act; and further certifies that it has not been barred from contracting with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, 1992, Chapter 720, paragraph 5/33E-3).

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, documents and computations prepared by the CONSULTANT under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY within ninety (90) days of written request therefor. The CONSULTANT's obligation hereunder shall survive the termination of this AGREEMENT.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

13.0 COMPLIANCE WITH STATE AND OTHER LAWS.

13.1 The CONSULTANT and any sub-consultants will comply with all State, Federal and Local statutes, ordinances and regulations; and will obtain all permits as are applicable.

13.2 The CONSULTANT and any sub-consultants shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice.

- 13.3 The CONSULTANT and any sub-consultant(s) shall comply with all applicable State and Federal Prevailing Rate of Wage Laws, and shall take all steps necessary to remain in compliance therewith. (See Exhibit "C").
- 13.4 The CONSULTANT and any sub-consultant shall comply with the Kane County Ethics Ordinance (Article II, Division 3, Section 2-211), (See Exhibit "D").
- 14.0 MODIFICATION OR AMENDMENT.
- 14.1 The terms of this AGREEMENT may only be modified or amended by a written document duly executed by both PARTIES.
- 15.0 TERM OF THIS AGREEMENT.
- 15.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed and shall continue in full force and effect until the earlier of the following occurs:
- A. The PARTY'S termination of this AGREEMENT in accordance with the terms of Section 16.0; or,
  - B. Upon the 730<sup>th</sup> day after receipt by the CONSULTANT of the Notice to Proceed from the Kane County Engineer on behalf of the COUNTY. (The fee payable to the CONSULTANT for services rendered shall be for 730 calendar days during the periods from May 15, 2012 through May 15, 2014 as set forth on Exhibit A attached hereto).
- 15.2 In the event the required calendar days as stated in Section 15.1 B above are exceeded and/or anticipated personnel requirements are not adequate and remaining funds are not sufficient to complete the PROJECT, adjustments in total compensation to the CONSULTANT may, at the sole option of the COUNTY be determined through negotiation between the COUNTY and the CONSULTANT. The COUNTY shall however, have no obligation to agree to any adjustment in total compensation or in the term of this AGREEMENT.
- 15.3 The date of the first calendar day for this AGREEMENT shall be the date of receipt of the Notice to Proceed by the CONSULTANT from the COUNTY. In the event the PROJECT work is suspended by the COUNTY as recorded on the "Report of Starting and Completion Date," the calendar days for this AGREEMENT will also be suspended for a like amount of time.
- 15.4 Notwithstanding anything in Section 15.0 to the contrary, the Kane County Engineer may at his sole option, upon the request of the CONSULTANT, extend the term of this AGREEMENT for a period of time up to but not exceeding one year.



16.0 TERMINATION ON WRITTEN NOTICE.

- 16.1 Except as otherwise set forth in this AGREEMENT, the CONSULTANT shall have the right to terminate this AGREEMENT for cause upon serving sixty (60) days written notice upon the COUNTY.
- 16.2 The COUNTY may terminate this AGREEMENT at any time for any reason upon written notice to the CONSULTANT.
- 16.3 Upon termination of this AGREEMENT, the obligations of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this AGREEMENT to the contrary however, the obligations of the CONSULTANT to indemnify and hold harmless the COUNTY as provided for in Section 9.0 of the AGREEMENT shall survive the termination of this AGREEMENT.
- 16.4 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, as a result of this AGREEMENT shall become the property of the COUNTY.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT contains the entire agreement and understandings between the PARTIES.
- 17.2 There are no other covenants, promises, conditions or understandings, either oral or written, other than those contained herein.

18.0 NON-ASSIGNMENT.

- 18.1 This AGREEMENT shall not be assigned by either PARTY without prior written approval by the other PARTY requesting the assignment.

19.0 SEVERABILITY.

- 19.1 In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT, which will remain in full force and effect and enforceability in accordance with its terms.

20.0 GOVERNING LAW.

- 20.1 This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- 20.2 Venue for any dispute arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

21.0 NOTICE.

Any required notice shall be sent to the following addresses and party:

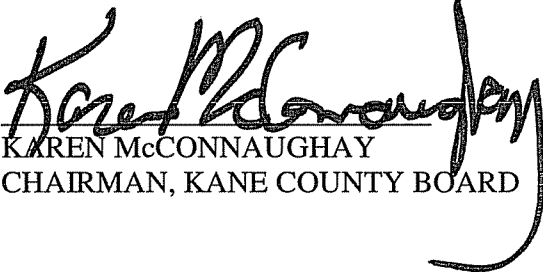
KANE COUNTY DIVISION OF TRANSPORTATION  
41W011 Burlington Road  
Saint Charles, IL 60175  
Attn.: Carl Schoedel, P.E., Kane County Engineer

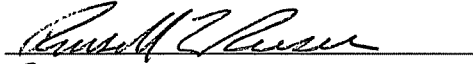
TRANSCORE ITS, LLC  
2511 N. 124<sup>th</sup> Street, Suite 205  
Brookfield, Wisconsin 53005  
Attn.: Larry D. Henson, P.E, Associate Vice President

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF KANE

TRANSCORE ITS, LLC


  
KAREN McCONNAUGHAY  
CHAIRMAN, KANE COUNTY BOARD

  
RUSSELL L. REESER  
VICE PRESIDENT & ASSISTANT SECRETARY

ATTEST:

ATTEST:

\_\_\_\_\_  
JOHN A. CUNNINGHAM  
KANE COUNTY CLERK

  
MICHAEL P. CROTTY  
DIVISION CONTROLLER

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## EXHIBIT A

### SCOPE OF SERVICES

The following presents the CONSULTANT's Scope-of-Work (SOW) for the PROJECT. The following tasks, with their associated deliverables, shall be conducted in the execution of this project. The CONSULTANT shall perform the required services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.

#### TASK 1 – PROJECT MANAGEMENT

The CONSULTANT shall perform proactive project management throughout the course of the project. The CONSULTANT will provide periodic invoices and progress reports to summarize the project status. The format of this progress report will be mutually agreed-upon between the CONSULTANT's and the COUNTY's respective project manager, listing estimates of progress, work completed during the past period, work anticipated for the current/following period, and any deviations from the project plan along with their current issues, status, and how they are to be remedied. Key milestones accomplished will be documented and an updated project schedule attached (as necessary).

As needed during the project the CONSULTANT will conduct progress meetings at the COUNTY offices or teleconferences. It is envisioned that the majority of these meetings will be conducted in conjunction with other tasks and no more than three (3) separate progress meetings will be required during the course of the project. For each progress meeting, the CONSULTANT will provide the meeting agenda and minutes. The minutes will include a "rolling" Action Item list that identifies and summarizes the Action Item (what needs to be done), Responsible Parties (who needs to do it), Resolution Dates (when will it get done), and End Result (how was it accomplished).

#### Assumptions:

- ◆ No assumptions for this task

#### Deliverables:

- ◆ Periodic Progress Report & Invoices.
- ◆ Progress Meetings (3).

#### TASK 2 – TECHNICAL PLANS

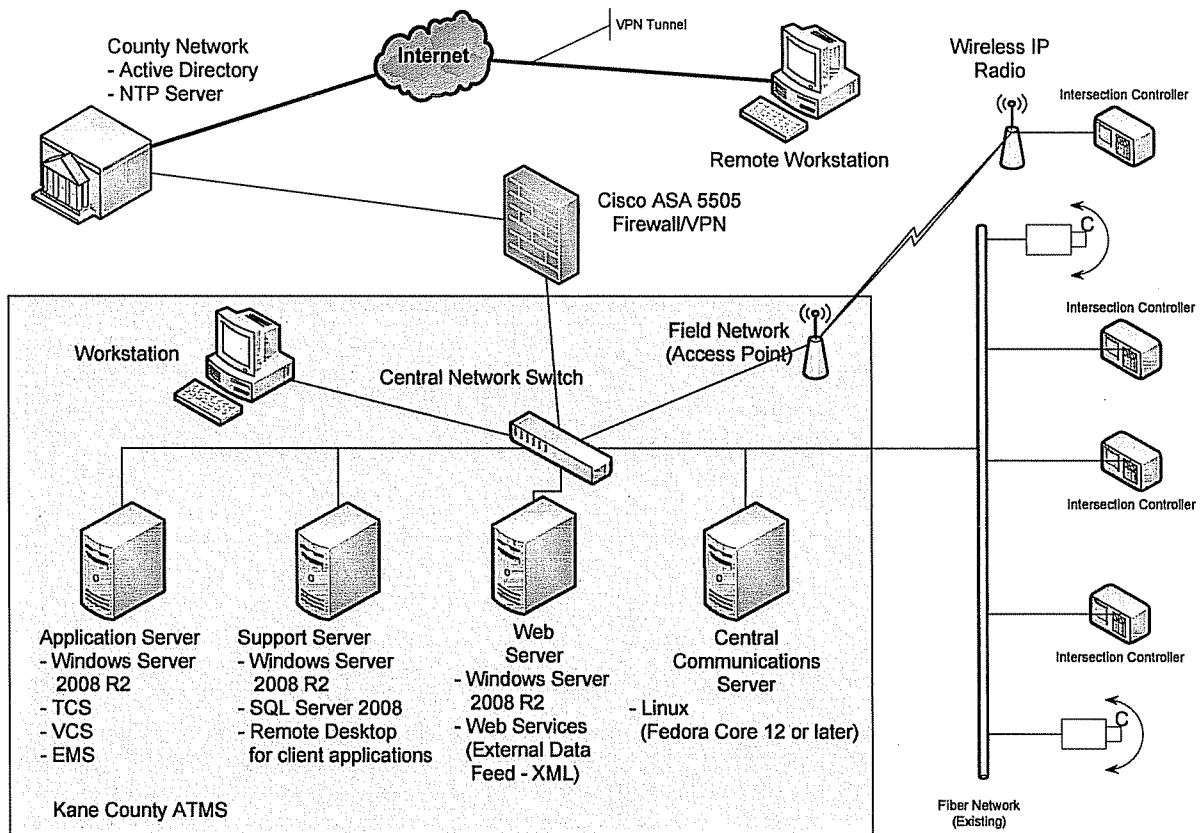
##### *Task 2.1 – System Integration & Deployment Plan*

The CONSULTANT will develop the System Integration and Deployment Plan that will depict the final system configuration for the Kane County ATMS. The System Integration and Deployment Plan will clearly indicate how various components of the Kane County ATMS will be installed and connected to each other as well as with the field components. The System Integration and Deployment Plan will contain the following:

- ◆ System architecture diagram (hardware configuration)
- ◆ Communications network channel assignments
- ◆ Software configuration
- ◆ Form of system graphics
- ◆ Procedures for creating the central database of field devices
- ◆ GIS data requirements and integration with TransSuite

A system architecture diagram will be developed that shows how the various components of the Kane County ATMS will be installed and connected to each other as well as with the field components. It will show the individual computer workstations and servers, and the interconnections between the equipment. The system architecture will also detail the links between the computer equipment and the field communications network, the communications equipment that will be provided, and the planned location of that equipment. Please refer to Exhibit 1 for a sample diagram proposed for COUNTY.

**Exhibit 1 – Kane County ATMS Architecture**



The CONSULTANT will develop a draft System Integration and Deployment Plan and deliver it to the COUNTY for review. After a minimum 2-week review period, the CONSULTANT will conduct the “Kane County ATMS Workshop” with the COUNTY as described in Task 2.6 to review the System Integration and Deployment Plan. After the completion of the workshop, the CONSULTANT will finalize the System Integration and Deployment Plan.

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### ***Task 2.2 – Operation & Maintenance Plan***

The intent of the Operation and Maintenance (O&M) Plan is to describe the roles and responsibilities necessary for long-term management of the TCS systems, field infrastructure, and communications network. Within the O&M Plan, the CONSULTANT will define the O&M requirements, staffing resources, and budgetary cost necessary for the long-term management of the TCS Program. The O&M Plan will provide estimates of the preventive and response maintenance requirements for the different types of equipment and communications network. The O&M Plan will also identify the typical day-to-day tasks/activities that COUNTY staff will perform to operate/manage the TCS. From these, labor hour and budgetary cost estimates will be developed for three (3) staffing categories: Operations Engineer, System Administrator, and Maintenance Technician.

In developing this plan, the CONSULTANT will meet with the COUNTY's engineering, information technology, and maintenance supervisors to review the equipment, expected operations, and staff skill sets that the COUNTY currently possesses. This information will be used to determine what new resources may be required to properly operate the system, maintain the equipment, and to examine the costs associated with doing such internally with COUNTY resources vs. contracting out.

The CONSULTANT will develop a draft O&M Plan and deliver it to the COUNTY for review. After a minimum 1-week review period, the CONSULTANT will conduct the "Kane County ATMS Workshop" with the COUNTY as described in Task 2.6 to review the O&M Plan. After the completion of the workshop, the CONSULTANT will finalize the O&M Plan.

### ***Task 2.3 – Training Plan***

The Training Plan developed will focus on its purpose, curriculum/training scope, subject matter/materials to be provided/presented, requirements, roles and responsibilities, techniques and tools to be used (instructional, hands-on, etc.), potential participant pre-requisites, equipment set-up needed, schedule, and a preliminary indication of how many hours per subject matter are envisioned.

The CONSULTANT will develop a draft Training Plan and deliver it to the COUNTY for review. After a minimum 1-week review period, the CONSULTANT will conduct the "Kane County ATMS Workshop" with the COUNTY as described in Task 2.6 to review the Training Plan. After the completion of the workshop, the CONSULTANT will finalize the Training Plan.

### ***Task 2.4 – Configuration Management Plan***

The Configuration Management Plan will serve as the requirements development process, and take the goals and functionality desired by the COUNTY and translates them into detailed requirements for the TCS project. This will be done by working hand-in-hand with COUNTY personnel and other project stakeholders. The starting point of this task will be a review of existing documents already developed including the COUNTY's ATMS RFP and Functionality Check List (Appendix D), this TCS SOW, as well as the CONSULTANT's *TransSuite* System Functionality Document (SFD).

The basis of the CONSULTANT's Scope of Work is the use of the CONSULTANT's existing *TransSuite* software. For traffic signal control, the *TransSuite* software will be integrated with Eagle M40 and M50 controllers running SEPAC NTCIP firmware 4.01. Through the requirements phase, the CONSULTANT will review with the COUNTY the functionality provided by the current *TransSuite* software, and demonstrate how this software will meet the COUNTY's needs.

The primary deliverable for this task will be the Configuration Management Plan that will detail the requirements of the system, and how the *TransSuite* software will meet these requirements in accordance with this SOW. If there are any features or functionality desired by the COUNTY that is not currently provided by *TransSuite*, these will be defined in the document as future enhancements for the system. The CONSULTANT will develop a draft Configuration Management Plan and deliver it to the COUNTY for review. This document will be based on the CONSULTANT's existing system documentation and

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tailored for COUNTY's deployment. After a minimum 1-week review period, the CONSULTANT will conduct the "Kane County ATMS Workshop" with the COUNTY as described in Task 2.6 to review the Configuration Management Plan. After the completion of the workshop, the CONSULTANT will finalize the Configuration Management Plan.

***Task 2.5 – Acceptance Testing Plan (ATP)***

To verify proper system functionality and controller operation, the CONSULTANT will develop an Acceptance Testing Plan (ATP) and procedures for the *TransSuite* system. This test plan will include step-by-step testing and/or inspection procedures, detail the various system functions (and the steps necessary to perform those functions), and identify the hardware and software to be used during testing. The test steps will demonstrate that the *TransSuite* software provides the required functionality and level of integration, as well as properly interacts with the field devices and other systems, as defined in the Configuration Management Plan developed in Task 2.4.

The CONSULTANT will develop a draft ATP document and deliver it to the COUNTY for review. After a minimum 1-week review period, the CONSULTANT will conduct the "Kane County ATMS Workshop" with the COUNTY as described in Task 2.6 to review the ATP document. After the completion of the workshop, the CONSULTANT will finalize the ATP document.

***Task 2.6 – ATMS Workshop***

After COUNTY has completed its review of all draft Technical Plans, the CONSULTANT will conduct the "Kane County ATMS Workshop" with the COUNTY to review the Technical Plans, discuss/clarify any items, build consensus on the functional requirements, and ensure that all Parties are in agreement re: the TCS project's direction. Part of this workshop will include a review of the system operation with a *TransSuite* demonstration system.

**Assumptions:**

- ◆ The COUNTY will be responsible for reviewing the Technical Plans & providing comments per the required review periods (as indicated within each Task).
- ◆ The requirements for all of the Kane County ATMS components will be reviewed & addressed at the TCS Workshop.

**Deliverables:**

- ◆ System Integration & Deployment Plan (DRAFT)
- ◆ System Integration & Deployment Plan (FINAL)
- ◆ Operations & Maintenance Plan (DRAFT)
- ◆ Operations & Maintenance Plan (FINAL)
- ◆ Training Plan (DRAFT)
- ◆ Training Plan (FINAL)
- ◆ Configuration Management Plan (DRAFT)
- ◆ Configuration Management Plan (FINAL)
- ◆ Acceptance Test Plan (DRAFT)
- ◆ Acceptance Test Plan (FINAL)
- ◆ Kane County ATMS Workshop

**Acceptance:**

This task shall be complete when the CONSULTANT conducts the Kane County ATMS Workshop and delivers the Final Technical Plans demonstrating that all COUNTY comments have been properly addressed.

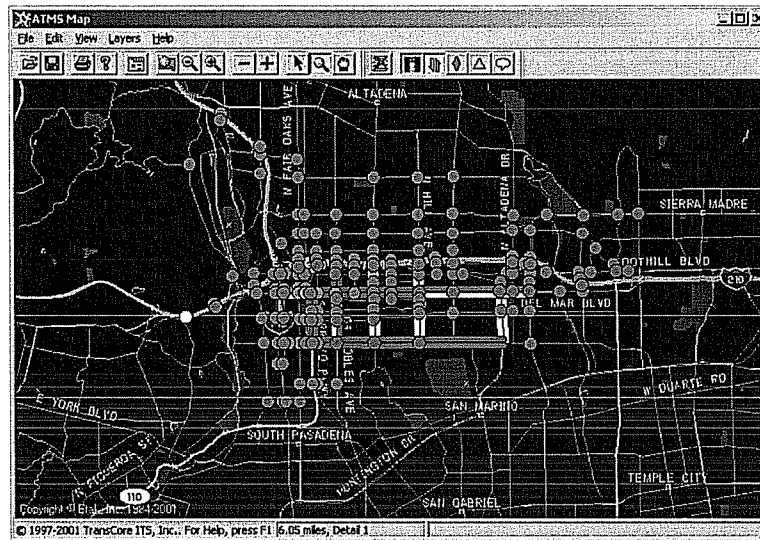
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## TASK 3 – ATMS Graphics Configuration

### Task 3.1 – Develop ATMS Map Display

The CONSULTANT will configure the ATMS Map graphics package for system operation (Exhibit 2). ATMS Map will make use of GIS files to be provided by the COUNTY as a base map. The CONSULTANT personnel will then install the necessary icons on the base map to represent device locations. After developing an initial format, the CONSULTANT will provide the COUNTY with hard copy examples so that the COUNTY can review and comment on the overall layout. Training on graphics development and use will be provided in Task 8.2.

Exhibit 2 – ATMS Map



### Assumptions:

- ◆ The COUNTY will provide the GIS files to be used with the ATMS Map application.
- ◆ GIS files will be ESRI compatible and will contain the following information
  - A shape file with all roads
  - A shape file that is a subset of all roads and includes freeways
  - A shape file that is a subset of all roads and include freeways and highways
  - A shape file that is a subset of all roads that includes freeways, highways, and major roads
  - The shape files must be in lat/long coordinates (*not* projected). The following is a sample of what should be in the PRJ file for the shape file:
    - GEOGCS["GCS\_WGS\_1984",DATUM["D\_WGS\_1984",SPHEROID["WGS\_1984",6378137.0,298.257223563]],PRIMEM["Greenwich",0.0],UNIT["Degree",0.0174532925199433]]
  - The following fields are required for basic address matching and geocoding:
    - Street – street name
    - StrDir – street direction
    - StrPre - street prefix
    - StrSuf - street suffix

- LeftBegAdr - left side of street beginning address
- LeftEndAdr - left side of street ending address
- LeftZipCode - left side of street zip code
- RightBegAdr - right side of street beginning address
- RightEndAdr - right side of street ending address
- RightZipCode - right side of street zip code
- CityName - needs to match the DisplayId from TransSuite's city database table
- MapLabel – label to be displayed on map

**Deliverables:**

- ◆ Configured ATMS Map showing the location of the 125 intersections and 65 cameras

**Acceptance:**

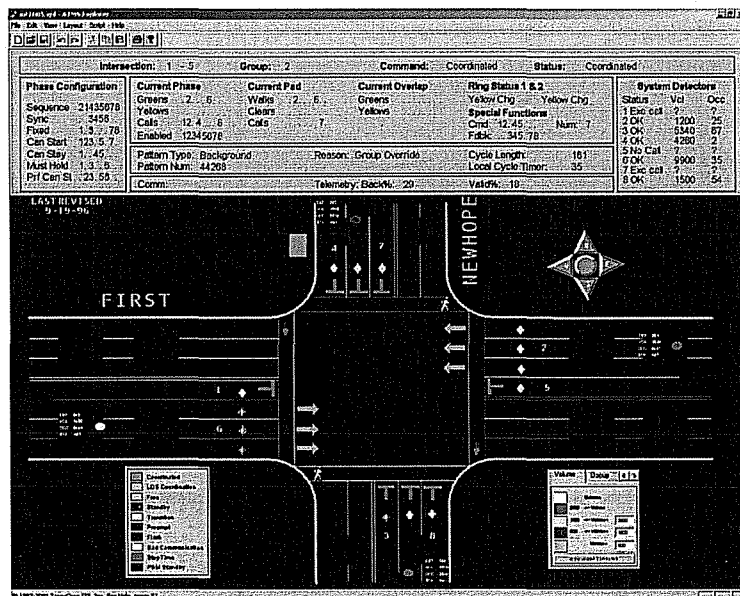
This task shall be complete when the ATMS Map has been developed, configured, integrated with the system and proper operation has been demonstrated.

**Task 3.2 – Develop Intersection Graphics**

The CONSULTANT will configure the ATMS Explorer package for system operation. For the intersection graphics, the CONSULTANT will develop standard graphics, as shown in Exhibit 6, for 6 intersections in Kane County to be integrated with the *TransSuite* system. If the COUNTY desires other file formats to be used as the background, such as aerial photographs, the COUNTY will be responsible for providing the background images to the CONSULTANT in an acceptable format [Windows metafile (.wmf) or Bitmap (.bmp)].

The CONSULTANT will develop the standard graphic background, and then place the device dynamic icons associated with the intersection operations. After developing an initial format, the CONSULTANT will provide the COUNTY with hard copy examples so that the COUNTY can review and comment on the overall layout. From these intersection graphics, additional detail and/or intersection graphics can be quickly customized by COUNTY personnel. Training on graphics development and use will be provided in Task 8.2.

**Exhibit 3 – Standard Intersection Graphic**





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**Assumptions:**

- ◆ The COUNTY will provide lane configuration & phasing diagrams (125 intersections).

**Deliverables:**

- ◆ 6 intersection graphics in a form similar to Exhibit 6

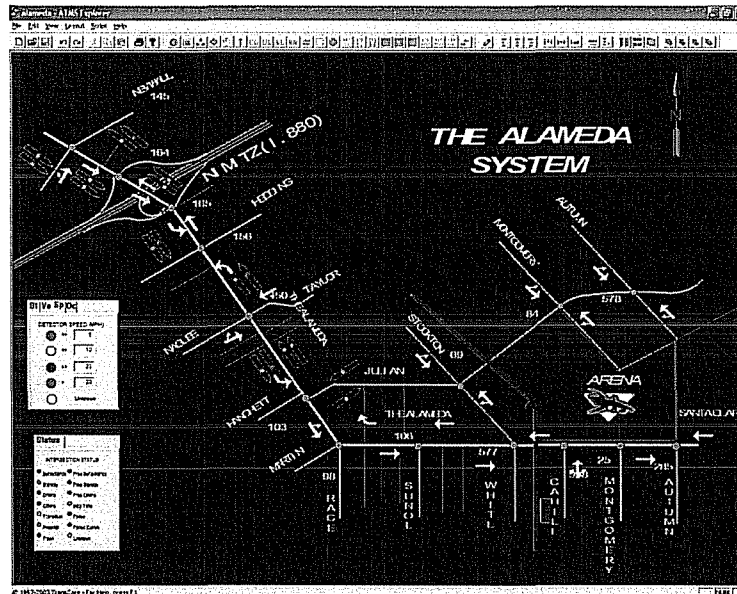
**Acceptance:**

This task shall be complete when the graphics for the 6 intersections have been developed, configured, integrated with the system and proper operation has been demonstrated.

***Task 3.3 – Develop Corridor Graphics (TSD & Sections)***

Using ATMS Explorer, the CONSULTANT will develop standard graphic displays, as shown in Exhibit 7, for six (6) key roadway corridors in Kane County (as determined by the COUNTY). The CONSULTANT will develop the schematic representation of the corridor as the graphic background, and then place the device dynamic icons associated with the intersection operations. After developing an initial format, the CONSULTANT will provide the COUNTY with hard copy examples so that the COUNTY can review and comment on the overall layout. Using *TransSuite's* time-space diagram application, the CONSULTANT will also configure the time-space diagrams for the 6 key roadway corridors in Kane County. Training on graphics development and use will be provided in Task 10.2.

## Exhibit 4 – Standard Corridor Graphic



### Assumptions:

- ◆ The COUNTY will provide lane configuration & phasing diagrams for all intersections.

### Deliverables:

- ◆ Section diagrams showing the location of the intersections along the segment (6 roadway corridors)
- ◆ Time-space diagrams configured for operations (6 roadway corridors)

### Acceptance:

This task shall be complete when the section graphics and time-space diagrams for 6 roadway corridors have been developed, configured, integrated with the system and proper operation has been demonstrated.

## TASK 4 – SYSTEM HARDWARE

The tasks performed under this phase of the project will include the work necessary to configure the system and have it ready for implementation. The initial deployment of the Kane County TCS will include the *TransSuite* Traffic Control System (TCS), *TransSuite* Central Communications Server (CCS), *TransSuite* Video Control System (VCS), *TransSuite* Time-Space Diagram (TSD) *TransSuite* Event Management System (EMS), ATMS Map and the ATMS Explorer graphics package.

### *Task 4.1 – Kane County Equipment List*

The CONSULTANT will prepare a *TransSuite* equipment list that will detail the equipment that the COUNTY will procure and provide as part of the PROJECT. This equipment list will include Vendor make, model number, configuration information (e.g., disk space size), and the functionality provided on the different servers.

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**Assumptions:**

- ◆ The COUNTY will provide network connections between the Server Room and the TMC.
- ◆ The COUNTY will provide required equipment from the approved equipment list.

**Deliverables:**

- ◆ Kane County Equipment List (DRAFT)
- ◆ Kane County Equipment List (FINAL)

**Acceptance:**

This task shall be complete when the CONSULTANT delivers the Final Kane County Equipment List demonstrating that all COUNTY comments have been properly addressed.

***Task 4.2 – Equipment Procurement Set-Up & Configuration***

The CONSULTANT will deploy several modules of the *TransSuite* Advanced Traffic Management Software in Kane County to provide for the control and monitoring of traffic signal controllers (with traffic detectors), cameras with pan/tilt/zoom capabilities and event tracking. The *TransSuite* software installed as part of the PROJECT will be the latest version at the time of installation. Custom modifications of the software for COUNTY are not included in this SOW. The tasks performed under this phase of the project will include the work necessary to configure the system hardware and have it ready for implementation.

Based upon the COUNTY's approval of the Final Kane County Equipment List, the COUNTY will procure the system computer hardware, VPN equipment, and commercial off-the-shelf (COTS) software required for the COUNTY implementation. The *TransSuite* computer hardware will consist of the application servers (hosting *TransSuite* TCS, *TransSuite* VCS, *TransSuite* EMS), database server (hosting SQL Server 2008 R2) central communications server (CCS) (IP-based communications). Overall, there are no limitations for the *TransSuite* system being provided to the COUNTY as it is currently sized in such a manner that it can support three (3) additional workstations for future expansion, and support a minimum of 10 simultaneous remote connections via COUNTY-provided dial-up modems or VPN.

The *TransSuite* COTS software will consist of computer operating systems and SQL database software. The central network switch will provide the communications end equipment to connect the TCS to the signal controllers and cameras in the field. The VPN equipment will provide the proper firewall security measures. The equipment will be received in the CONSULTANT's Atlanta Technology Center where it will be tested, assembled (if required), and configured for system operation.

The *TransSuite* traffic control application and database will be configured to support the NTCIP firmware that will be deployed in the COUNTY. The communications server will be configured to support IP-based communication to the respective intersection controllers and cameras. The communications server configuration will support 1,000 intersections (IP). As part of the system configuration, it will be necessary for the COUNTY to provide any IP addressing requirements (if any) to comply with COUNTY standards. In addition, the CONSULTANT will install the operating systems and any other third-party software onto the servers, workstations, and laptop. The CONSULTANT will install, integrate, and test the *TransSuite* software onto the servers, workstations, and laptop in Atlanta, prior to shipping the equipment to the COUNTY for subsequent implementation.

**Assumptions:**

- ◆ The COUNTY will provide network connections between the Server Room and the TMC.
- ◆ The COUNTY will provide any IP addressing requirements (if any).
- ◆ The *TransSuite* computer hardware & software will be consistent with the Final Kane County Equipment List.
- ◆ The COUNTY will procure the equipment per the Final Kane County Equipment List.

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**Deliverables:**

- ◆ Application Server (hosting *TransSuite*)
- ◆ Database Server (hosting SQL Server 2008 R2)
- ◆ Central Communications Server (IP-based)
- ◆ Equipment Rack
- ◆ Uninterruptable Power Supply with 30 minutes of run time
- ◆ 1U console with 8 port keyboard/video/mouse switch
- ◆ Network equipment

**Acceptance:**

This task shall be complete when the hardware has been received at the CONSULTANT's facilities in Atlanta.

**TASK 5 – SYSTEM IMPLEMENTATION**

The implementation phase of the program includes the activities necessary to install the *TransSuite* system in Kane County and to integrate the field devices with the system (as per the System Integration & Deployment Plan developed in Task 2.1). The CONSULTANT will install the system hardware in two phases. The first phase will consist of installation of the system hardware including installed *TransSuite* software at a COUNTY designated interim location until the COUNTY's AOC is completed. This interim location may be at the offices of HLR (the county's current traffic engineering consultant) or other nearby location. Acceptance tests as described in this document will be completed at the interim location. The CONSULTANT will provide "informal" training, conduct system demonstration exercises, answer questions, etc. with COUNTY engineering and maintenance staff for both the central system and field components. The second phase of the hardware installation will consist of relocation of the central equipment rack and hardware to the server room in the AOC, when available. After the system relocation to the AOC is complete, the CONSULTANT will conduct verification tests to ensure that all of the system components are functioning properly and communicating with one another and integrated into the AOC network.

***Task 5.1 – Traffic Control Application Server***

The CONSULTANT will install our *TransSuite* traffic control software on the Traffic Control Application Server to control intersection operations. The CONSULTANT will configure the system for operation in Kane County by creating the individual intersections (with all lane configurations, islands, and striping) in the system database. All central parameters will be configured based on information provided by the COUNTY. The traffic control software will include the traffic control application which provides all of the system functionality including once-per-second monitoring and control, system scheduler, and user-defined control strategies including Time-of-Day (TOD), FREE, and traffic responsive (TRP) operations, central and local controller databases, and local data server to distribute data to the local workstations. The installation of the traffic control server will include support for controllers running Eagle's SEPAC firmware using the NTCIP protocol. The traffic control server will be configured to support:

- ◆ 256 intersections
- ◆ 200 control sections
- ◆ Up to 100 intersections per section
- ◆ 1,000 system detectors
- ◆ 8 system detectors per intersection

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- ◆ 500 count stations

The TCS application server will be integrated with the workstations and laptop installed under the Kane County ATMS contract and the ATMS Map and ATMS Explorer applications to provide the COUNTY with an integrated user interface. To ensure that the proper system time is maintained, the CONSULTANT will tie the TCS into an Internet NTP Server to acquire a network time source. The CONSULTANT will also need to have access to the Internet for remote access and to send out paging messages. The CONSULTANT will be responsible for developing and entering timing and configuration data into the system database. All central parameters will be configured based on information provided by the COUNTY. Please note that work concerning the local controller databases will be performed by the CONSULTANT within Task 5.5.

After the system installation is complete, the CONSULTANT will conduct preliminary tests utilizing controllers installed at the Kane County TMC. The tests will ensure that all of the system components are functioning properly, communicating with one another, and that the interface is operational between the *TransSuite* system and the field controllers. The COUNTY will observe and approve the tests.

**Assumptions:**

- ◆ The traffic control application server will be installed at the same time as the other system components (per Task 5).
- ◆ The traffic control software will be the CONSULTANT's latest software at the time of installation & custom modifications are not included as part of this SOW.
- ◆ The TCS application server will be installed in the Server Room in an equipment rack.
- ◆ End-to-end communications from the TMC to at least one (1) M50 controller running SEPAC with NTCIP firmware will be in-place & operational prior to installation of the traffic control application server.
- ◆ The TCS will obtain a network time source via an Internet NTP Server.
- ◆ The COUNTY will allow/support the CONSULTANT personnel to have remote access to the system through the Internet.
- ◆ The COUNTY will provide all information necessary for the CONSULTANT to configure the Kane County ATMS' central parameters.

**Deliverables:**

- ◆ Application server installed/configured with *TransSuite* software & integrated with the central communications server
- ◆ Remote TCS access for the CONSULTANT

**Acceptance:**

This task shall be complete when the traffic control application server has been installed and integrated with the operator workstations, laptop, central communications server, and successful communications with at least one (1) Eagle M50 controller running SEPAC firmware with the NTCIP protocol (installed in the field) has been demonstrated.

***Task 5.2 – Central Communications Server***

The CONSULTANT will install our Central Communications Server (CCS) (IP-based), with the *TransSuite* Central Communications software to manage communications between the traffic control application server and the local intersections. The *TransSuite* CCS will be integrated for support of the NTCIP firmware. The CCS will also support additional controller types and formats including AB3418E, and supports multiple communications media. The CCS will be integrated with the new traffic control application server and the COUNTY's communications modems and communications network.

**Assumptions:**

- 
- ◆ The central communications server will be installed at the same time as the other system components (per Task 5).
  - ◆ The CCS server will be installed in the Server Room in an equipment rack.
  - ◆ End-to-end IP-based communications from the initial server location to at least one (1) Eagle M50 controller running SEPAC firmware with the NTCIP protocol will be in-place & operational prior to installation of the traffic control application server.

**Deliverables:**

- ◆ Central communications server installed & configured with *TransSuite* software & integrated with the traffic control application server.

**Acceptance:**

This task shall be complete when the central communications server has been installed and integrated with the traffic control server, and successful communications with at least one (1) Eagle M50 controller running Eagles SEPAC firmware with NTCIP (installed in the field) has been demonstrated.

***Task 5.3 – Video Control System***

The CONSULTANT will install the *TransSuite* Video Control System (VCS) software product to provide for control of the COUNTY's video equipment (CCTV cameras, encoders). The VCS software will be installed on the Application Server.

The CONSULTANT will provide the current version of our VCS software module, including support for numerous CCTV camera types and protocols. The CONSULTANT will configure the system for operation in Kane County by creating the individual cameras in the system database. All central parameters will be configured based on information provided by the COUNTY.

**Assumptions:**

- ◆ The Video Control System software will be installed at the same time as the other system components (per Task 5).
- ◆ The Application Server will be installed in the Server Room in an equipment rack.
- ◆ The COUNTY's video equipment & the *TransSuite* VCS shall support digital video.
- ◆ End-to-End communication with at least one (1) camera from the initial server location will be in place and operational prior to installation of the ATMS Server

**Deliverables:**

- ◆ Application Server installed & configured with *TransSuite* VCS software integrated with the operator workstations.

**Acceptance:**

This task shall be complete when the Application Server (containing the VCS software) has been installed and integrated with the operator workstations and control of at least one (1) camera for pan/tilt/zoom has been demonstrated.

***Task 5.4 – Event Management System***

The CONSULTANT will install the *TransSuite* Event Management System (EMS) software product to provide for the creation and management of planned events and incidents. The EMS software will be installed on the Application Server.

The CONSULTANT will provide the current version of our EMS software module. The CONSULTANT will configure the system for operation in Kane County by creating the database entries in the *TransSuite* database using data, as described below in the assumptions, supplied by the COUNTY.

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## Assumptions:

- ◆ The following advanced fields are required in order to be able to utilize all features of the *TransSuite* Event Management System. This data is supplied in conjunction with the ESRI Shapefiles. **NOTE:** The EMS software will still be usable if this data is unavailable but some software features (i.e. automatic impact plans) will not be active until the data is available.
  - BegDs - beginning detector station (detector station's location reference value in TransSuite)
  - EndDs - ending detector station (detector station's location reference value in TransSuite)
  - CctvBefore – CCTV before (cctv's reference marker location value in TransSuite)
  - CctvAfter - CCTV after (cctv's reference marker location value in TransSuite)
  - DmsPlan - DMS impact plan number
  - LeftExit - left exit only lane count (0-n)
  - LeftShoulder – left shoulder lane count (0-n)
  - Location - (AT, PAST, BEFORE, TO, ON RAMP)
  - LocationTo - location description placed on DMS when RoadType is Exit or Ramp
    - Ex. EXIT TO W FRONTAGE RD
    - Ex. ON RAMP FROM WOODLAND
  - Mainline – mainline lane count (0-n)
  - MmFrom – beginning mile marker (ex. 6.58)
  - MmTo – ending mile marker (ex. 6.51)
  - Responseld – responder group number
  - RightExit – right exit only lane count (0-n)
  - RightShoulder – right shoulder lane count (0-n)
  - RoadType – road type
    - I – intersection
    - E – exit
    - R – ramp
    - CD – collector/distributor
    - S – surface street
    - H – highway
  - SegmentId – unique segment id that never changes; it is saved with events and thus can't be changed later (0-n)
  - SegmentIdO – segment id in the opposing direction (0-n)
  - ShortDms – text to use on DMS to describe location when standard location formatting produces a message that won't fit on DMS
    - Ex. 70WB PAST VAN BRUNT where normal formatting produces I-70 WB PAST VAN BRUNT that won't fit on DMS
  - SpeedLimit – speed limit in MPH
  - StateCode – state code (ex. 29)
  - TravelDir – travel direction (NB, SB, EB, WB)
- ◆ The Event Management System software will be installed at the same time as the other system components (per Task 5).

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- ◆ The Application Server will be installed in a location in Kane County to be determined by the county in an equipment rack.

**Deliverables:**

- ◆ Application Server installed & configured with *TransSuite* EMS software integrated with the operator workstations.

**Acceptance:**

This task will be considered complete when an operator can manually create an event and update the actions.

*Task 5.5 – External ATMS Interfaces*

The CONSULTANT will install the *TransSuite* ATMS external interface software to provide access to Kane County ATMS data to third party remote systems. The external interface software will be installed on the Web Server.

The CONSULTANT will provide the current version of our external interface software, including support for XML interfaces using standard TMDD messages, providing data for *TransSuite* Cameras, and Events. All central parameters will be configured based on information provided by the COUNTY.

**Assumptions:**

- ◆ The existing *TransSuite* XML interfaces currently providing data to the Illinois Gateway from the Iowa DOT Quad Cities *TransSuite* system will be installed.
- ◆ The Web Server will be installed in the Server Room in an equipment rack and the network be configured to allow external access to the *TransSuite* external interface software.
- ◆ The existing *TransSuite* XML interfaces will be available to authorized external systems and provide available center-to-center system data in a standardized format.

**Deliverables:**

- ◆ Web Server installed & configured with *TransSuite* external interface software integrated with standard *TransSuite* ATMS web services made available.

**Acceptance:**

This task shall be complete when the Web Server (containing the external interface software) has been installed and integrated and the distribution of the XML web services has been demonstrated.

*Task 5.6 – TransSuite Software License Agreement*

This scope of work provides for the installation of the following *TransSuite* modules:

- ◆ • *TransSuite*® ATMS Map
- ◆ *TransSuite*® ATMS Explorer
- ◆ *TransSuite*® Traffic Control System (TCS)
- ◆ *TransSuite*® Video Control System (VCS)
- ◆ *TransSuite*® Event Management System (EMS)



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These modules are provided under the licensing terms provided as Attachment A to this Exhibit A and must be bi-laterally executed concurrently with this Contract.

**Assumptions:**

- ◆ The TransSuite Software License for the identified modules is bi-laterally executed prior to the installation and integration of any TransSuite Module.

**Deliverables:**

- ◆ Fully bi-laterally executed TransSuite License.

**Acceptance:**

This task shall be complete when the bi-laterally executed TransSuite License has been provided to both parties.

- ◆

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## **TASK 6 – ACCEPTANCE TEST**

Upon the completion of the system implementation and device integration activities, the CONSULTANT will conduct the phase 1 System Acceptance Test (SAT). The SAT will be conducted in accordance with the final approved acceptance test plan (Task 2.5) and the test procedures will detail the specific test steps to be performed, including integration tests. The SAT will be conducted on-site after system installation and integration activities have been completed. The SAT will be conducted with the CONSULTANT and COUNTY personnel (and/or its Consultants) present, and COUNTY personnel will sign-off as each individual test step is completed. At the conclusion of the SAT, the CONSULTANT will prepare a test report summarizing the results of the test, documenting any areas of the test that need to be corrected. As necessary, the CONSULTANT will resolve any issues that were identified during the SAT, demonstrate the proper operation to COUNTY personnel, and document the corrections in a SAT Rectification Report.

### **Assumptions:**

- ◆ The SAT will be conducted after all systems have been installed & the devices have been integrated.
- ◆ The SAT will be performed over a consecutive 2-3 day period & COUNTY personnel will be available to participate in the SAT.

### **Deliverables:**

- ◆ System Acceptance Test Report
- ◆ System Acceptance Test Rectification Report (as necessary)

### **Acceptance:**

This task shall be complete when the SAT has been completed and the CONSULTANT has demonstrated that the system functions in accordance with the ATP, and the CONSULTANT has delivered the System Acceptance Test Report and System Acceptance Test Rectification Report (as necessary).

## **TASK 7 – KANE COUNTY CAD INTERFACE**

### *Task 7.1 – Develop Design for New World CAD*

TransCore will conduct a series consisting of four (4) in-person and teleconference meeting with the VENDOR for the Kane County Computer Aided Dispatch (CAD) system to provide details on creating an automated interface between the Kane County CAD system and the TransSuite ATMS. Within these meetings information will be provided to and received from the CAD VENDOR relating to the development of the CAD Interface. It is assumed that these meeting will take place over a number of months and during this time information will be shared to determine the ability to and the functionality of an data sharing interface so that “Traffic” related events entered into the Kane County CAD system will be automatically sent to the TransSuite ATMS and imported so that ATMS operators can use the TransSuite Event Management System to actively manage the traffic events.

### **Assumptions:**

- ◆ The COUNTY will be responsible for the providing contacts within the Kane County Emergency Services, those responsible for the operations and maintenance of the Kane COUNTY CAD System.
- ◆ The COUNTY will be responsible for the providing contacts for the VENDOR for the Kane County CAD System.

### **Deliverables:**

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- ◆ Kane County Computer Aided Dispatch Interface Design Meeting Summary(s)

**Acceptance:**

This task shall be complete when CONSULTANT delivers the meeting summary and all COUNTY comments have been properly addressed.

*Task 7.2 – Produce Kane Co. CAD Interface Design Documentation*

The CONSULTANT will create a Kane County CAD Interface Design Document that will detail the content of the data elements within the interface and the method of connecting to, and / or receiving the interface data. Within the design document, the CONSULTANT will correlate the event data elements available within the Kane County New World CAD system to be used in the interface with the data elements within the TransSuite Event Management System. The design document will define the method and how often the interface passes data to the ATMS. The design document will also define what if any processes are required to correctly import the data elements and create a TransSuite Event Management System event, which is able to be manipulated and controlled by ATMS operators.

To verify proper system functionality and CAD event processing, TransCore will develop an Interface Testing Plan (ITP) and procedures for the Kane County CAD interface to the *TransSuite* system. This test plan will include step-by-step testing and/or inspection procedures, detail the various system functions (and the steps necessary to perform those functions), and identify the hardware and software to be used during testing. The test steps will demonstrate that the *TransSuite* software interface provides the required functionality and level of integration, as well as properly interacts with the remote CAD system, as defined in the Configuration Management Plan developed in Task 2.4.

TransCore will develop a draft ITP document and deliver it to the County for review. After a 1-week review period, the COUNTY will provide comments for document revision. After receipt of the comments and review with the COUNTY, the CONSULTANT will finalize the ITP document.

**Assumptions:**

- ◆ The COUNTY will be responsible for reviewing the Documents & providing comments per the required review periods.
- ◆ The COUNTY will be responsible for insuring responsiveness and corporation from the Kane County CAD System Vendor.

**Deliverables:**

- ◆ Kane County Computer Aided Dispatch Interface Design (DRAFT)
- ◆ Kane County Computer Aided Dispatch Interface Design (FINAL)
- ◆ Kane County CAD Interface Acceptance Test Plan (DRAFT)
- ◆ Kane County CAD Interface Acceptance Test Plan (FINAL)

**Acceptance:**

This task shall be complete when CONSULTANT delivers the final design and testing documents demonstrating that all COUNTY comments have been properly addressed.

*Task 7.3 – Implement New World Interface*

The CONSULTANT will implement software changes following the designs documented in Task 7.2. The software development will occur in the CONSULTANT's facility. During the development the CONSULTANT will connect to either a live or sample data feed replicating the delivery side of the Kane County CAD system. The CONSULTANT will go through a development cycle with the complete of component and integration testing within the CONSULTANT development environment replicating the TransSuite ATMS as deployed in the COUNTY.

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**Assumptions:**

- ◆ The COUNTY will be responsible for insuring availability of sample interface data replicating data from the Kane County CAD system.
- ◆ The COUNTY will be responsible for costs for the Kane County CAD Vender associated with required modifications or effort to implement the external interface from the Kane County CAD system.

**Deliverables:**

- ◆ Kane County Computer Aided Dispatch Interface Development Testing Summary

**Acceptance:**

This task shall be complete when CONSULTANT delivers the successful development testing summary.

***Task 7.4 – Verify Event Creation***

The CONSULTANT will implement software changes following in Task 7.3 with the TransSuite ATMS software deployed in the COUNTY. The CONSULTANT will go through a initial verification testing on the COUNTY production environment. The IAP developed in Task 7.2 will be used as the basis for this verification.

**Assumptions:**

- ◆ The verification process will be conducted after all systems have been installed & the New World interface integrated.
- ◆ Network access to the Kane County CAD system are implemented and functioning between the CAD system and the COUNTY ATMS

**Deliverables:**

- ◆ Kane County Computer Aided Dispatch Interface Development verification summary

**Acceptance:**

This task shall be complete when CONSULTANT delivers the successful verification testing summary.

***Task 7.5 – Conduct Acceptance Test Plan for New World Interface***

Upon the completion of the New World (NW) CAD Interface implementation and integration activities, the CONSULTANT will conduct the Kane County CAD Interface Acceptance Test (IAT). The IAT will be conducted in accordance with the final approved acceptance test plan (Task 7.2) and the test procedures will detail the specific test steps to be performed, including integration tests. The IAT will be conducted on-site after system installation and integration activities have been completed. The IAT will be conducted with the CONSULTANT and COUNTY personnel (and/or its Consultants) present, and COUNTY personnel will sign-off as each individual test step is completed. At the conclusion of the IAT, the CONSULTANT will prepare a test report summarizing the results of the test, documenting any areas of the test that need to be corrected. As necessary, the CONSULTANT will resolve any issues that were identified during the IAT, demonstrate the proper operation to COUNTY personnel, and document the corrections in a IAT Rectification Report.

**Assumptions:**

- ◆ The IAT will be conducted after all systems have been installed & the New World interface integrated.
- ◆ The IAT will be performed over a consecutive 1-2 day period & COUNTY personnel will be available to participate in the IAT.

**Deliverables:**

- ◆ Interface Acceptance Test Report

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- ◆ Interface Acceptance Test Rectification Report (as necessary)

**Acceptance:**

This task shall be complete when the IAT has been completed and the CONSULTANT has demonstrated that the New World events are received and processed within the TransSuite EMS in accordance with the ITP, and the CONSULTANT has delivered the Interface Acceptance Test Report and Interface Acceptance Test Rectification Report (as necessary).

**TASK 8 – SYSTEM WARRANTY**

*Task 8.1 – Warranty*

The CONSULTANT will warranty the COUNTY's *TransSuite* system (hardware and software) for a period of 1-year to begin after the final acceptance of the system has been received in writing from the COUNTY. During this time period, the CONSULTANT will repair any software and hardware bugs or defects.

*Task 8.3 – Maintenance*

At this time, the CONSULTANT has already programmed the *TransSuite* TCS to schedule a number of activities that will keep the system working at optimal levels. These actions include the following:

- ◆ Nightly database backups.
- ◆ Nightly system log export and purge operations to ensure the system maintains the user configured number of days of system log entries. The system log data purged from the database is saved in operating system files prior to removal from the database.
- ◆ Nightly detector log export and purge operations to ensure the system maintains the user configured number of days of detector log entries. The detector log data purged from the database is saved in operating system files prior to removal from the database.
- ◆ Weekly disk defragmentation.
- ◆ Weekly database index rebuilds for the system log.

**Assumptions:**

- ◆ Per the Kane County ATMS contract, the COUNTY does not perform any acts that void the Warranty.
- ◆ The COUNTY will provide VPN access that allows the CONSULTANT to remote into the Kane County ATMS (so that we can provide Task 9's support, warranty, and maintenance services from our Atlanta Technology Center).
- ◆ Beyond the cost estimate, the CONSULTANT shall furnish at its own expense, labor and travel costs, and other incidental expenses, to fulfill its maintenance obligations.
- ◆ The COUNTY will be responsible for all hardware maintenance during the warranty and maintenance periods.

**Deliverables:**

- ◆ 1-Year Warranty

**Acceptance:**

This task shall be complete when 1-year has passed after System Acceptance and the CONSULTANT has successfully performed its warranty, and maintenance activities.

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## TASK 9 – DOCUMENTATION/TRAINING

### *Task 9.1 – Documentation*

The CONSULTANT will provide system documentation that details the configuration and operation of the *TransSuite* software as follows:

- ◆ User's Guide. The CONSULTANT will provide system documentation that details the configuration and operation of the *TransSuite* software and complements the on-line "Help" facility. The User's Guide will include the CONSULTANT's standard documentation for all of the system software modules that discusses/contains complete written instructions explaining the use of the user interface, operation of the system, controller database screens, and how the system is used by the system operators in their day-to-day activities (Traffic Control System, ATMS Map, ATMS Explorer, and Video Control System user's manuals).
- ◆ Maintenance Guide. The CONSULTANT will develop a Maintenance Guide that will be geared towards COUNTY IT staff, and provide details on how to configure and maintain the workstations and servers. This guide will also include procedures on how to perform system back-ups and how to archive system data. As part of the Maintenance Guide, the CONSULTANT will also provide documentation as provided by the Vendors of any equipment purchased or third-party COTS software.
- ◆ Device Configuration Guide. The CONSULTANT will develop a separate document that details how an operator can add or delete traffic signals or CCTV cameras to the system. Because the addition and configuration of new devices is a task that operators may have to perform frequently, but not necessarily every day, they will become intimately familiar with the process, and this document will be a useful tool. This guide will walk the user through the specific steps that need to be taken including items such as configuration of the communications channels, setting up or removing the controller from the system database, configuring failure filters, assigning icons to the system graphics, and bringing the device online.
- ◆ As-Built System Configuration Report. The CONSULTANT will provide an As-Built System Configuration Report with system specific configuration information. This data will include a final equipment inventory and other items such as IP addresses for the servers and workstations, computer user names and passwords, and communications channel configurations. It will also provide documentation for broad level repair of all electronic modules and assemblies via schematics and component diagrams.

The CONSULTANT will deliver Draft documentation prior to implementing the system and conducting the training. It is expected that as the COUNTY staff progress through the training and become familiar with the system, they will be able to provide comments to the documentation. After receipt of comments from the COUNTY, the CONSULTANT will finalize the documentation and deliver it to the COUNTY in electronic and hard copy.

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**Assumptions:**

- ◆ None

**Deliverables:**

- ◆ User's Guide (DRAFT)
- ◆ User's Guide (FINAL)
- ◆ Maintenance Guide (DRAFT)
- ◆ Maintenance Guide (FINAL)
- ◆ Device Configuration Guide (DRAFT)
- ◆ Device Configuration Guide (FINAL)
- ◆ As-Built System Configuration Report

**Acceptance:**

This task shall be complete when the CONSULTANT delivers the Final system documentation demonstrating that all COUNTY comments have been properly addressed.

***Task 9.2 – Training***

This phase of the PROJECT includes the activities associated with conducting the system training. The CONSULTANT will provide training on all elements of the configuration and operation of the *TransSuite* software.

Based on the Final Training Plan (developed in Task 2.3), the CONSULTANT will finalize the training program. The finalized training program/agenda will provide a detailed breakdown of expected dates and times for the different training modules, so that the COUNTY can assure the appropriate engineering, maintenance, system administrator, etc. staff are in attendance at the required training modules.

The CONSULTANT will conduct formal training on all of the *TransSuite* system elements including the traffic control system, controller manager, graphics development and use, VCS and EMS modules, and central communications server as follows:

- ◆ System overview
- ◆ General operating features
- ◆ Theory of operation for the system
- ◆ Local controller aspects
- ◆ Navigating using the user interface
- ◆ General operating features
- ◆ How to enter commands
- ◆ Report generation
- ◆ Maintenance and diagnostics
- ◆ Basic troubleshooting procedures to isolate malfunctions
- ◆ Graphical map generation and animation
- ◆ Database development and maintenance
- ◆ Procedure for enabling dynamic displays of the traffic signal

After system installation/integration is complete, the CONSULTANT will conduct formal training on the *TransSuite* system that includes up to 5-days of training for up to 10 individuals. The training will be comprised of both classroom and hands-on training sessions. This training will be provided in a COUNTY facility that is equipped with an operational TCS workstation.

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**Assumptions:**

- ◆ The training will be conducted at a COUNTY facility with real-time access to the installed system.
- ◆ The training will be conducted over 5 consecutive days & COUNTY personnel (and its Consultants) will be available to participate in the training.

**Deliverables:**

- ◆ Training Documentation & Manuals (Electronic & Hard Copy)
- ◆ Up to 5-days of training

**Acceptance:**

This task shall be complete when the CONSULTANT has completed the training.



Attachment A to Exhibit A

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between TransCore, ITS, LLC (hereinafter "Licensor" or "TransCore"), a Delaware Limited Liability Company, with principal offices at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, PA 17036 and the County of Kane (hereinafter "Licensee"), with principal offices at 719 South Batavia Avenue, Geneva, Illinois 60134.

1. **Definitions**
  - a. "Computer Software" shall mean both source and object code and all data sets and auxiliary files used by such code, along with any media on which they reside and documentation related thereto, together with the proprietary information and trade secrets contained therein.
  - b. "Licensee Facilities" shall mean space, environment, and other facilities, which are to be provided by Licensee in connection with the installation, operation, or maintenance of the System.
  - c. "Software" shall mean the Computer Software developed and owned by TransCore. This consists of the following modules:
    - ◆ TransSuite® ATMS Map
    - ◆ TransSuite® ATMS Explorer
    - ◆ TransSuite® Traffic Control System (TCS)
    - ◆ TransSuite® Video Control System (VCS)
    - ◆ TransSuite® Event Management System (EMS)

*Optional Modules to be phased in via Amendment hereto and subject to funding from Kane County*

    - ◆ TransSuite® Traveler Information System (TIS)
    - ◆ TransSuite® Traffic Management System (TMS) [aka FMS]
    - ◆ TransSuite® Maintenance On-Line Management System (MOMS)
    - ◆ TransSuite® Mobile Traffic Information Application
    - ◆ TransSuite® Data Portal
  - d. "Specific Equipment" shall mean that which is either provided by TransCore or approved by TransCore for use as a platform for the software and is located at the Licensee's Facilities.

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2. **License**

Licensor grants to the Licensee, its successors and assigns, a limited, non-exclusive, royalty-free, fully paid, license to the Software for Licensee's own operations on the Specific Equipment; provided, however, that Licensee shall have the right to re-locate the Licensed Software to a backup CPU, in the event that the licensed CPU fails or is withdrawn from service. Licensor authorizes the Licensee to copy the Licensed Software solely for its own internal use. The Licensee shall not re-sell, supply or give the Software (source or executable code) to other parties. Licensee shall not reverse compile, reverse engineer, modify, disassemble, translate, copy or in any way duplicate the Licensed Software, in whole or in part. Licensor hereby authorizes Licensee to copy the Software solely for the Licensee's own internal use for restart purposes or to replace worn copy, provided the Software is used only on the Specific Equipment.

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3. **Specific Rights**
  - a. The Software and related materials and any copies, in whole or in part made pursuant to this Agreement shall be the sole and exclusive property of TransCore.
  - b. Licensee shall not sell, lease, assign, sublicense, or otherwise transfer to any third party, directly or indirectly, the Software or any license or right granted hereunder, in whole or in part.
  - c. Licensee shall not export or re-export outside the United States, the Software, in whole or in part.
  - d. Licensee shall reproduce and include copyright and proprietary notices on all copies of the Software in the same form and manner that such copyright and proprietary notices are included on the Software by Licensor.

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4. **Non-Disclosure**
  - a. Licensee acknowledges that the Software constitutes a valuable asset of TransCore and is to be considered proprietary information of TransCore, and that, by virtue of this Agreement, Licensee shall acquire only the right to use the Software under the terms and conditions hereof and shall not acquire any rights of ownership in or title to the Software.
  - b. Licensee warrants that all persons who it has authorized to use the Software will observe and perform the covenants set forth in this Article 4. Licensee agrees to maintain the Software in secure premises to prevent any unauthorized person from gaining access thereto and to give TransCore written notice of any unauthorized disclosures or use of the Software as soon as Licensee becomes aware of it.
  - c. Licensee shall notify and inform its employees and any third parties having access to the Software of Licensee's limitations, duties and obligations regarding non-disclosure and copying of the Software. The Software shall be used only by employees of the Licensee and any third parties who are necessary to Licensee's exercise of its rights hereunder and then only at the location of the Specific Equipment. Any agent or third party the Licensee desires to use the Licensed Software will first execute a non-disclosure agreement in a form acceptable to Licensor prior to commencing use of the Licensed Software. Licensee shall take reasonable security measures to protect the Licensed Software from being accessed by unauthorized third parties.
  - d. Licensee acknowledges that unauthorized disclosure of the Software will diminish substantially the value of the Software. If Licensee violates the provisions of this Agreement, TransCore shall be entitled to obtain equitable relief and/or monetary damages to protect its interest herein.
  - e. Notwithstanding any termination provisions of the governing Agreement, the obligations set forth in this Article 4 shall survive the termination of the Agreement.

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5. **Termination**
  - a. This Agreement and the License to use the Software shall terminate when Licensee discontinues the use of the Software on the Specific Equipment or discontinues the use of the Specific Equipment, whichever first occurs. This Agreement may also be terminated by TransCore if the Licensee fails to comply with any term or condition of this Agreement and fails to correct such noncompliance within 15 days after receipt of TransCore's written notification thereof or such longer period as TransCore may allow in writing.
  - b. Within 30 days after any termination of this Agreement, the Licensee shall return to TransCore all copies of the Software supplied or made under this Agreement together with a signed letter certifying that the Licensee has discontinued all further use of the Software and that all copies have been returned to TransCore or that they have been destroyed.

Attachment A to Exhibit A

6. Warranty

- a. TransCore warrants for a period of one (1) year that the Software will operate according to specifications published by TransCore. If it is determined that the Software does not operate according to such specifications, TransCore's only responsibility will be to apply reasonable efforts to cure the non-conformance. TransCore does not warrant or guarantee that all software errors will be corrected. After the expiration of the one (1) year period, and if requested by Licensee, TransCore may, if it desires, provide maintenance services for the Software at TransCore's established prices.
- b. Any changes, modifications or maintenance or repairs not authorized by TransCore to the software or operating environment to which it has been installed, including additional and/or unauthorized programs to systems hardware and/or workstations that result in system problems, shall automatically void any warranties herein.
- c. THE WARRANTIES OF TRANSCORE CONTAINED HEREIN ARE APPLICABLE ONLY IF THE SOFTWARE IS USED ON THE SPECIFIC EQUIPMENT AT THE LOCATION(S) SPECIFIED HEREIN. TRANSCORE MAKES NO WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, IF THE SOFTWARE IS USED ON ANY OTHER EQUIPMENT OR AT A LOCATION OTHER THAN THAT IDENTIFIED.
- d. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, TRANSCORE DISCLAIMS ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY. THERE SHALL BE NO LIABILITY ON THE PART OF TRANSCORE FOR DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE EVEN IF TRANSCORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LICENSEE AGREES TO INDEMNIFY AND HOLD TRANSCORE HARMLESS FROM ANY THIRD PARTY CLAIMS.

7. Miscellaneous

- a. This Agreement shall be binding upon the successors and assigns of both parties; provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the rights or duties hereunder contrary to the foregoing provision shall be void.
- b. Any notice permitted or required under this Agreement shall be deemed given when mailed by certified mail, postage prepaid, or when dispatched by facsimile (and followed by a written confirmation mailed by certified mail, postage prepaid, within 72 hours after such dispatch) or Email. Mail/Email shall be addressed as follows:

TransCore: ATTN: Director of Contracts; 9440 Carroll Park Drive, Suite 150; San Diego, CA 92121; [ckfaschini@transcore.com](mailto:ckfaschini@transcore.com).


Licensee : County of Kane, Tom Szabo, 719 South Batavia Avenue, Geneva, Illinois 60134, [szabotom@co.kane.il.us](mailto:szabotom@co.kane.il.us).

- c. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.
- d. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.
- e. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.
- f. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.
- g. This Software License Agreement constitutes the completed and exclusive statement of the Agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below, by their respective representatives, each thereunto duly authorized.

TransCore ITS, LLC ("Licensor")

Licensee: County of Kane

By: 

By: \_\_\_\_\_

Name: RUSSELL L. REESER  
VICE PRESIDENT & ASSISTANT SECRETARY

Name: KAREN McCONNAUGHAY  
CHAIRMAN, KANE COUNTY BOARD

Date: 6/8/2012

Date: \_\_\_\_/\_\_\_\_/2012



2511 North 124th St. Suite 205  
 Brookfield WI, 53005

## Consultant Contract Fee Computation - Exhibit B

### Summary of Costs

**Project:** Kane County ATMS  
**Revised:** April 11, 2012

**Prepared By:**  
 Larry Henson  
 (262) 510-2371  
 larry.henson@transcore.com

**Prepared For:**  
**Customer:** Kane County Division of Transportation  
**Contact:** Thomas Szabo

#### Labor Costs

Person	Role	Hours	Rate	Total
Keith Patton	Software Manager	367	\$ 58.93	\$ 21,627.31
Larry Henson	Project Manager	164	\$ 62.26	\$ 10,210.64
Michael Bayer	System Engineer	52	\$ 38.33	\$ 1,993.16
Letecia Tomusiak	Software Testing Engineer	140	\$ 25.70	\$ 3,598.00
Denicia Jean-Baptiste	Software Engineer	18	\$ 34.44	\$ 619.92
Edward Heller	Senior Systems Engineer	283	\$ 49.62	\$ 14,042.46
Dan Holt	Senior Software Engineer	71	\$ 51.08	\$ 3,626.68
Reuben Jacobs	Senior Software Engineer	449	\$ 50.02	\$ 22,458.98
Kevin Jones	Software Engineer	0	\$ 41.20	\$ -
David Shackelford	Senior Software Engineer	53	\$ 53.76	\$ 2,849.28
James Martin	Systems Engineer	82	\$ 33.36	\$ 2,735.52
Vicki Sexton	Document Production	44	\$ 23.97	\$ 1,054.60
Richard Zygowicz	Senior Traffic Engineer	64	\$ 39.42	\$ 2,522.88
<b>Total Direct Labor</b>		<b>1,787</b>		<b>\$ 87,339.43</b>
Overhead	158.97%			\$ 138,843.49
<b>Subtotal</b>				<b>\$ 226,182.91</b>
Fee	18.00%			\$ 40,712.92
<b>Subtotal Labor Costs</b>				<b>\$ 266,895.84</b>

#### Direct Expenses

	Total
Airfare	\$ 2,850.00
Hotel	\$ 6,992.00
Car Rental & Fuel	\$ 2,130.00
Mileage	\$ 8,069.15
PerDiem	\$ 4,758.00
Parking	\$ 750.00
Hardware & COTS	\$ -
<b>Direct Expenses</b>	<b>\$ 25,549.15</b>
G & A %	10%
	\$ 2,554.91
<b>Subtotal Direct Expenses</b>	<b>\$ 28,104.06</b>

#### TransSuite License Costs

	Total
TransSuite Module License	\$ 105,000.00
<b>Subtotal License Costs</b>	<b>\$ 105,000.00</b>

<b>Project Total</b>	<b>\$ 399,999.90</b>
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**Consultant Contract Fee Computation - Exhibit B**

Project: Kane County ATMS  
 Customer: Kane County Division of Transportation  
 Revised: April 11, 2012

Estimate of Hours

Task	Description	Keith Patton	Larry Henson	Michael Bayer	Letecia Tomusiak	Denicia Jean-Baptiste	Edward Heller	Dan Holt	Reuben Jacobs	Kevin Jones	David Shackelford	James Martin	Vicki Sexton	Richard Zygowicz	Total
Task	Description	Role: Software Manager	Project Manager	System Engineer	Software Testing Engineer	Software Engineer	Senior Systems Engineer	Senior Software Engineer	Senior Software Engineer	Software Engineer	Senior Software Engineer	Systems Engineer	Document Production	Senior Traffic Engineer	Total
<b>1 Project Administration</b>															
1.1	Project Administration	70	88												158
<b>Task Subtotal</b>		<b>70</b>	<b>88</b>												<b>158</b>
<b>2 Technical Plans</b>															
2.1	System Integration & Deployment Plan	42	9												51
2.2	Operations & Maintenance Plan	42	9												51
2.3	Training Plan	42	9												51
2.4	Configuration Management Plan	42	9												51
2.5	Acceptance Testing Plan (ATP)	42	9												51
2.6	ATMS Workshop	42	9												51
<b>Task Subtotal</b>		<b>252</b>	<b>54</b>												<b>306</b>
<b>3 ATMS Graphics Conglurations</b>															
3.1	Develop ATMS Map Display				18				44		26				88
3.2	Develop Intersection Graphics				13										13
3.3	Develop Corridor Graphics (ISD & Sections)				20										20
<b>Task Subtotal</b>					<b>51</b>				<b>44</b>		<b>26</b>				<b>121</b>
<b>4 System Hardware</b>															
4.1	Kane County Equipment List											9			9
4.2	Equipment Set-Up & Configuration				18			9	18		9	33			87
<b>Task Subtotal</b>					<b>18</b>			<b>9</b>	<b>18</b>		<b>9</b>	<b>42</b>			<b>96</b>
<b>5 System Implementation</b>															
5.1	Traffic Control Servers						53					18			71
5.2	Central Communications Server						36					9			45
5.3	Video Control System				9	18						4			31
5.4	Event Management System							26	132		18	9			185
<b>Task Subtotal</b>					<b>9</b>	<b>18</b>	<b>89</b>	<b>26</b>	<b>132</b>		<b>18</b>	<b>40</b>			<b>332</b>
<b>6 Acceptance Test</b>															
6.1	Acceptance Test			26	44		44								114
<b>Task Subtotal</b>				<b>26</b>	<b>44</b>		<b>44</b>								<b>114</b>
<b>7 Kane County CAD Interface</b>															
7.1	Develop Design for New World CAD	9	9					9	44						71
7.2	Produce Kane Co. CAD Interface Design Document	9	4					18	33						64
7.3	Implement NW Interface	9						9	160						178
7.4	Verify Event Creation				18		18		18						54
7.5	Conduct ATP for NW Interface						9								9
<b>Task Subtotal</b>		<b>27</b>	<b>13</b>		<b>18</b>		<b>27</b>	<b>36</b>	<b>255</b>						<b>376</b>
<b>8 System Warranty</b>															
8.1	Warranty														
8.2	Maintenance				26		53								79
<b>Task Subtotal</b>					<b>26</b>		<b>53</b>								<b>79</b>
<b>9 Documentation / Training</b>															
9.1	Documentation	18	9				26						44		97
9.2	Training						44							64	108
<b>Task Subtotal</b>		<b>18</b>	<b>9</b>				<b>70</b>						<b>44</b>	<b>64</b>	<b>205</b>
<b>Project Total</b>		<b>367</b>	<b>164</b>	<b>52</b>	<b>140</b>	<b>18</b>	<b>283</b>	<b>71</b>	<b>449</b>		<b>53</b>	<b>82</b>	<b>44</b>	<b>64</b>	<b>1,787</b>



**Consultant Contract Fee Computation - Exhibit B**

Project: Kane County ATMS  
 Customer: Kane County Division of Transportation  
 Revised: April 11, 2012

399,999.90

**Direct Expenses**

Task Description	Direct Cost: Unit Rate:	Airfare	Hotel	Car Rental & Fuel	Mileage	PerDiem	Parking	Hardware & COTS	TransSuite Module License	G & A %	Total
		\$475.00	\$92.00	\$71.00	\$0.56	\$61.00	\$25.00	\$1.00	\$1.00	10%	
<b>1 Project Administration</b>											
1.1 Project Administration		1	50	2	12,539	50	2	0		1527.6145	\$ 16,803.76
<b>Task Subtotal</b>		<b>1</b>	<b>50</b>	<b>2</b>	<b>12,539</b>	<b>50</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1,528</b>	<b>\$ 16,803.76</b>
<b>2 Technical Plans</b>											
2.1 System Integration & Deployment Plan											0 \$ -
2.2 Operations & Maintenance Plan											0 \$ -
2.3 Training Plan											0 \$ -
2.4 Configuration Management Plan											0 \$ -
2.5 Acceptance Testing Plan (ATP)											0 \$ -
2.6 ATMS Workshop		2	4	4	500	4	4			222	\$ 2,445.85
<b>Task Subtotal</b>		<b>2</b>	<b>4</b>	<b>4</b>	<b>500</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>222</b>	<b>\$ 2,445.85</b>
<b>3 ATMS Graphics Configurations</b>											
3.1 Develop ATMS Map Display									20,000		0 \$ -
3.2 Develop Intersection Graphics											0 \$ -
3.3 Develop Corridor Graphics (ISD & Sections)											0 \$ -
<b>Task Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000</b>	<b>0</b>	<b>\$ -</b>
<b>4 System Hardware</b>											
4.1 Kane County Equipment List											0 \$ -
4.2 Equipment Set-Up & Configuration											0 \$ -
<b>Task Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>5 System Implementation</b>											
5.1 Traffic Control Servers		1	12	13	500	13	13		55,000	390	\$ 4,287.25
5.2 Central Communications Server										0	\$ -
5.3 Video Control System									15,000		\$ -
5.4 Event Management System									15,000		\$ -
0		0								0	\$ -
<b>Task Subtotal</b>		<b>1</b>	<b>12</b>	<b>13</b>	<b>500</b>	<b>13</b>	<b>13</b>	<b>0</b>	<b>85,000</b>	<b>390</b>	<b>\$ 4,287.25</b>
<b>6 Acceptance Test</b>											
6.1 Acceptance Test		1	5	6	500	6	6			215	\$ 2,369.95
<b>Task Subtotal</b>		<b>1</b>	<b>5</b>	<b>6</b>	<b>500</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>215</b>	<b>\$ 2,369.95</b>
<b>7 Kane County CAD Interface</b>											
7.1 Develop Design for New World CAD											0 \$ -
7.2 Produce Kane Co. CAD Interface Design Document											0 \$ -
7.3 Implement NW Interface											0 \$ -
7.4 Verify Event Creation											0 \$ -
7.5 Conduct ATP for NW Interface		1	5	5	500	5	5			200	\$ 2,197.25
<b>Task Subtotal</b>		<b>1</b>	<b>5</b>	<b>5</b>	<b>500</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>\$ 2,197.25</b>
<b>8 System Warranty</b>											
8.1 Warranty											0 \$ -
8.2 Maintenance											0 \$ -
<b>Task Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>9 Documentation / Training</b>											
9.1 Documentation											0 \$ -
9.2 Training											0 \$ -
<b>Task Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
<b>Project Total Quantity</b>		<b>6</b>	<b>76</b>	<b>30</b>	<b>14,539</b>	<b>78</b>	<b>30</b>	<b>0</b>	<b>105,000</b>	<b>2,555</b>	
<b>Project Total Cost</b>		<b>\$ 2,850.00</b>	<b>\$ 6,992.00</b>	<b>\$ 2,130.00</b>	<b>\$ 8,069.15</b>	<b>\$ 4,758.00</b>	<b>\$ 750.00</b>	<b>\$ -</b>	<b>\$ 105,000.00</b>	<b>\$ 2,554.91</b>	<b>\$ 28,104.06</b>



**Consultant Contract Fee Computation - Exhibit B**

Project: Kane County ATMS  
 Customer: Kane County Division of Transportation  
 Revised: April 11, 2012

Summary of Costs by Task

Task	Description	Total Labor		TransSuite Module License	Subconsultants		Total	% of Grand Total
		Costs	Direct Expenses		Hampton Lenzini and Renwick, Inc.	GBA System Integrators		
<b>1 Project Administration</b>								
1.1	Project Administration	\$ 29,348.28	\$ 16,803.76	\$ -	\$ -	\$ -	\$ 46,152.04	
	<i>Task Subtotal</i>	\$ 29,348.28	\$ 16,803.76	\$ -	\$ -	\$ -	\$ 46,152.04	11.54%
<b>2 Technical Plans</b>								
2.1	System Integration & Deployment Plan	\$ 9,275.71	\$ -	\$ -	\$ -	\$ -	\$ 9,275.71	
2.2	Operations & Maintenance Plan	\$ 9,275.71	\$ -	\$ -	\$ -	\$ -	\$ 9,275.71	
2.3	Training Plan	\$ 9,275.71	\$ -	\$ -	\$ -	\$ -	\$ 9,275.71	
2.4	Configuration Management Plan	\$ 9,275.71	\$ -	\$ -	\$ -	\$ -	\$ 9,275.71	
2.5	Acceptance Testing Plan (ATP)	\$ 9,275.71	\$ -	\$ -	\$ -	\$ -	\$ 9,275.71	
2.6	ATMS Workshop	\$ 9,275.71	\$ 2,445.85	\$ -	\$ -	\$ -	\$ 11,721.56	
	<i>Task Subtotal</i>	\$ 55,654.29	\$ 2,445.85	\$ -	\$ -	\$ -	\$ 58,100.14	14.53%
<b>3 ATMS Graphics Conglurations</b>								
3.1	Develop ATMS Map Display	\$ 12,410.52	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 32,410.52	
3.2	Develop Intersection Graphics	\$ 1,020.96	\$ -	\$ -	\$ -	\$ -	\$ 1,020.96	
3.3	Develop Corridor Graphics (ISD & Sections)	\$ 1,570.70	\$ -	\$ -	\$ -	\$ -	\$ 1,570.70	
	<i>Task Subtotal</i>	\$ 15,002.19	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 35,002.19	8.75%
<b>4 System Hardware</b>								
4.1	Kane County Equipment List	\$ 917.49	\$ -	\$ -	\$ -	\$ -	\$ 917.49	
4.2	Equipment Set-Up & Configuration	\$ 10,412.49	\$ -	\$ -	\$ -	\$ -	\$ 10,412.49	
	<i>Task Subtotal</i>	\$ 11,329.98	\$ -	\$ -	\$ -	\$ -	\$ 11,329.98	2.83%
<b>5 System Implementaton</b>								
5.1	Traffic Control Servers	\$ 9,871.42	\$ 4,287.25	\$ 55,000.00	\$ -	\$ -	\$ 69,158.67	
5.2	Central Communications Server	\$ 6,376.21	\$ -	\$ -	\$ -	\$ -	\$ 6,376.21	
5.3	Video Control System	\$ 3,008.97	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 18,008.97	
5.4	Event Management System	\$ 28,109.63	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 43,109.63	
0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	<i>Task Subtotal</i>	\$ 47,366.22	\$ 4,287.25	\$ 85,000.00	\$ -	\$ -	\$ 136,653.47	34.16%
<b>6 Acceptance Test</b>								
6.1	Acceptance Test	\$ 13,172.71	\$ 2,369.95	\$ -	\$ -	\$ -	\$ 15,542.66	
	<i>Task Subtotal</i>	\$ 13,172.71	\$ 2,369.95	\$ -	\$ -	\$ -	\$ 15,542.66	3.89%
<b>7 Kane County CAD Interface</b>								
7.1	Develop Design for New World CAD	\$ 11,463.43	\$ -	\$ -	\$ -	\$ -	\$ 11,463.43	
7.2	Produce Kane Co. CAD Interface Design Document	\$ 10,235.59	\$ -	\$ -	\$ -	\$ -	\$ 10,235.59	
7.3	Implement NW Interface	\$ 27,482.11	\$ -	\$ -	\$ -	\$ -	\$ 27,482.11	
7.4	Verify Event Creation	\$ 6,894.36	\$ -	\$ -	\$ -	\$ -	\$ 6,894.36	
7.5	Conduct ATP for NW Interface	\$ 1,364.68	\$ 2,197.25	\$ -	\$ -	\$ -	\$ 3,561.93	
	<i>Task Subtotal</i>	\$ 57,440.16	\$ 2,197.25	\$ -	\$ -	\$ -	\$ 59,637.41	14.91%
<b>8 System Warranty</b>								
8.1	Warranty	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8.2	Maintenance	\$ 11,081.84	\$ -	\$ -	\$ -	\$ -	\$ 11,081.84	
	<i>Task Subtotal</i>	\$ 11,081.84	\$ -	\$ -	\$ -	\$ -	\$ 11,081.84	2.77%
<b>9 Documentation / Training</b>								
9.1	Documentation	\$ 12,118.86	\$ -	\$ -	\$ -	\$ -	\$ 12,118.86	
9.2	Training	\$ 14,381.30	\$ -	\$ -	\$ -	\$ -	\$ 14,381.30	
	<i>Task Subtotal</i>	\$ 26,500.16	\$ -	\$ -	\$ -	\$ -	\$ 26,500.16	6.63%
<b>Project Total</b>		\$ 266,895.84	\$ 28,104.06	\$ 105,000.00	\$ -	\$ -	\$ 399,999.90	100.00%

EXHIBIT "C"

**PREVAILING WAGE RATES**

It is the policy of the State of Illinois as declared in the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) "that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works".

The CONSULTANT agrees to pay, when applicable, the current Illinois Department of Labor Prevailing Wage Rates for all County of Kane projects. Current prevailing wage rates are available from the Illinois Department of Labor at their website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

Prevailing wage rates are subject to revision monthly. The CONSULTANT acknowledges its responsibility, for payment of any applicable future adjustment thereof.

The CONSULTANT further acknowledges its responsibility to notify any sub-consultant of the applicability of the Prevailing Wage Act.

When applicable, the CONSULTANT agrees to provide the Kane County Division of Transportation "certified payrolls" as required by the Prevailing Wage Act

\_\_\_\_\_  
TransCore ITS, LCC



\_\_\_\_\_  
Signature of Officer of Corporation

RUSSELL L. REESER

Title VICE PRESIDENT & ASSISTANT SECRETARY

6/8/12

\_\_\_\_\_  
Date

EXHIBIT "D"

**CONTRACTOR DISCLOSURE ACKNOWLEDGEMENT**  
KANE COUNTY CODE, ARTICLE III, DIVISION 3, SECTION 2-211

1. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
2. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
  - A. Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
  - B. Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
  - C. Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
  - D. A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan

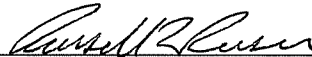


as to the intended use or purpose for which it seeks County Board or other county agency action.

3. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
4. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
5. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.
6. Information shall be sent directly to the Kane County Purchasing Department at the following address:

Kane County Government Center  
Purchasing Department, Bldg A  
719 S. Batavia Ave. Geneva, IL 60134

TRANSCORE ITS, LLC  
Company Name

  
Signature of Officer of Company

RUSSELL L. REESER  
Title: ~~President~~ VICE PRESIDENT & ASSISTANT SECRETARY

6/8/12  
Date