

March 16, 2026

Village of Oak Park  
201 South Boulevard  
Oak Park, IL 60302

ATTN: Bill McKenna, P.E.

**Re: Proposal for Traffic Signal Network Audit & Recommendation**

Dear Mr. McKenna:

Iteris, Inc. (Iteris) is pleased to present this proposal to the Village of Oak Park to provide Traffic Signal Network Support services. After our emails and on-site conversations and emails, we have developed the following scope of work to satisfy your request.

## **SCOPE OF WORK**

This scope is broken out into several tasks, based on discussions regarding Village requirements as well as our experience on similar projects. Specific tasks are listed below:

### **Task 1 – Site Survey & Network Audit**

Iteris will complete a Network Audit of the existing interconnected signal system throughout the City. Subtasks include:

- a) Gather Existing Documentation: Iteris will gather available background information (i.e. existing signal plans, existing network/interconnect plans, City IT documentation, existing inventory data and photos, etc.) on the existing network.
- b) Data Collection / Verification: Iteris staff will conduct on-site verification at select intersections on the City's existing network. Iteris will also visit intersections where information is missing from the existing documentation. Information collected will include existing fiber strand count, existing fiber terminations, number/type of network connected devices, IP addresses, network switch configuration, and any other pertinent information.
- c) Fiber Optic Cable Continuity Testing: Iteris staff will perform laser light continuity testing of the existing terminated fiber optic cable at the interconnected traffic signals on the City's existing network (approx. 41 signalized intersections).
- d) Documentation: Iteris will document VLANs, IP addressing, and logical topology of the existing network.
- e) Findings & Recommendations: Iteris will present a summary of the network audit and provide recommendations to improve the network for existing and future conditions.

### **Task 2 – Network Diagrams**

Iteris will develop Network Diagrams to show the existing conditions of the network. Iteris will review the current conditions and configuration of the existing network to develop a preliminary traffic signal communication network plan and recommend improvements. The network diagrams and recommendations will include:

- a) Fiber Optic Termination/Splicing Diagram: This diagram will include which fibers are terminated and spliced at each traffic signal cabinet location, as well as any wireless communication devices. Preliminary diagrams will be created prior to the field work outlined in Task 1 to be used during verification of existing facilities.

- b) Cabinet Detail Schematic: This diagram will include network-connected devices at each interconnected location.
- c) IP Address Table: This table will include the IP addresses of all connected devices on the existing network.
- d) IP Address Scheme: This table will include the IP addresses, VLANs, and logical network topology of the proposed traffic signal network.
- e) Network Systems Architecture: This system architecture will include information on which fibers are terminated and spliced at each traffic signal cabinet location, as well as the proposed network interconnections among traffic signal intersections that utilize the existing single mode fiber optic as the system backbone.

**Task 3 – Project Management & Meetings**

This task will manage and organize project staff to execute the project tasks, directing staff effort on specific tasks, project communications with the Village, and invoicing.

**FEE ESTIMATE AND TERMS**

In consideration of the services outlined in the Scope of Work, Iteris shall be compensated on a firm fixed price lump sum (FFP) basis. Except to the extent the amount is increased by a mutual written agreement, the total compensation shall be **\$59,500**. A simple cost estimate outlining the project costs is included as an appendix to the proposal. This proposal is submitted subject to the successful negotiation of a mutually agreeable contract between the parties. Our standard terms and conditions are attached at the end of the proposal. If the Village prefers different terms and conditions or would like to modify ours, please communicate the proposed changes to Iteris for our review.

**INVOICING**

Iteris will invoice for services upon completion of the work detailed above monthly.

**OPTIONAL TASKS**

The above listed tasks represent the proposed scope to deliver this work and are part of the fee estimate. The following tasks listed in this section highlight additional services that are often opted for on similar projects of this type. They are not currently scoped in the above fee estimate, and if authorized by the Village, Iteris’s fee compensation will be on a time-and-material basis for this additional work. These services include, but are not limited to:

- Network troubleshooting.
- Mapping of conduit routing and handhole location.
- Changes in network configuration.

**Contingent Task 4 – Network Troubleshooting**

The Village stated particular interest in the potential need for assistance with network troubleshooting. Given the nature of troubleshooting, it is not possible to narrowly define the scope currently. As such, the fee listed above for the main project tasks does not include this optional task. Should the Village choose to use our network troubleshooting services, such efforts will be invoiced separately on a time-and-material basis. The hourly rates to be used for this purpose are as follows in the table below:

Employee	Project Manager	Integration Engineer	Design Engineer	Field Engineer
Rate (\$/hour)	\$265	\$235	\$250	\$215

Iteris will only engage in troubleshooting efforts when clearly directed by the Village to do so. The Iteris Project Manager will provide an estimate of hours needed prior to each use, if requested.

Network troubleshooting can include many different specific tasks. Iteris can perform the following tasks, as needed:

- Provide remote and/or field network technical support and troubleshooting of communications issues on the network.
- Configure Layer 2 and/or Layer 3 switches to Village requirements.
- Bench test switches and other network components.
- Verify VLAN configurations, spanning tree protocols (STP), and SFP capabilities.
- Configure communications settings of IP-enabled equipment.
- Procure and configure switches and other network equipment.
- Other network troubleshooting / support tasks as coordinated between the Village and Iteris.

Iteris proposes that this contingent task be created with an initial not-to-exceed amount of **\$10,000**. Actual labor and materials will be invoiced as used. The Iteris Project Manager will notify the Village as the not-to-exceed amount is approached.

## PROJECT MANAGEMENT

Mr. Alex Garbe, PE, PTOE will serve as the Project Manager for this project. Alex is a licensed Professional Engineer and will be responsible for managing and organizing project staff to execute the project tasks, directing staff effort on specific tasks, communicating project status with the Village, and invoicing. He will be supported by Mr. Tuan Nguyen, a Cisco Certified Network Professional (CCNP), who will serve as the Network Engineer.

## SCHEDULE

Upon execution of a mutually agreeable contract, Iteris will initiate work. It is anticipated that Task 1 can be completed within 3 to 4 months after the commencement, subject to weather and other field conditions. Task 2 is expected to be completed within 6 weeks after data collection is complete. The Contingent Task 4 can be performed as needed, once the agreement is in place and clear direction has been provided by the Village.

Thank you very much for the opportunity to submit this proposal. If these terms are acceptable, please provide a PO or indicate the form of agreement you would prefer to use. Should you have any questions, please contact me at (815) 621-2979 or at [agarbe@iteris.com](mailto:agarbe@iteris.com).

Sincerely,  
Iteris, Inc.



Alexander Garbe, PE, PTOE  
Principal Engineer

TASK		STAFF				Total Hours	Total Cost
		Project Manager, Principal Engineer	Principal Engineer, Integration	Principal Engineer, Design	Project / Field Engineer		
Task 1	Site Survey & Network Audit		50	48	64	162	\$37,510
Task 2	Network Diagrams		40	10	20	70	\$16,200
Task 3	Project Management	12				12	\$3,180
<b>Total Labor:</b>		<b>12</b>	<b>90</b>	<b>58</b>	<b>84</b>	<b>244</b>	<b>\$56,890</b>
<i>ODC (i.e. mileage, travel, copies, etc.)</i>							<b>\$ 2,610.00</b>
<b>TOTAL FEE:</b>						<b>\$59,500</b>	

# STANDARD TERMS AND CONDITIONS FOR SERVICES

## 1. Entire Agreement/Binding

Client and Iteris (each a "Party" and collectively "Parties") expressly agree that the Proposal Letter or Services Agreement executed by both Parties (the "Agreement"), the exhibits and attachments cited therein including these Standard Terms and Conditions for Services constitute the complete and entire understanding between the Parties and supersede all prior agreements, proposals, representations, statements, or understandings whether written or oral. Client and Iteris each binds itself, its officers, employees, successors and assigns to this Agreement. This Agreement may be amended only by a written instrument signed by both Parties. In the event of conflict the order of precedence shall be: (i) a written amendment signed by both parties; (ii) the Proposal Agreement or Services Agreement signed by both parties and any Special Terms and Conditions cited therein; then (iii) these Standard Terms and Conditions for Services.

## 2. Scope of Services

The Scope of Services to be performed by Iteris shall be as defined in the corresponding section of the Agreement and/or the attached Exhibit A Statement of Work.

## 3. Invoice Procedures and Payment

Iteris shall submit invoices to Client for work accomplished during each invoicing period, which is typically a fiscal month.

Invoices shall be submitted by Iteris as soon as possible after the end of the invoicing period in which the work was accomplished and shall be due and payable by Client upon receipt.

Client hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice is delivered to Client at the address specified herein by mail, courier or electronic means. Client hereby acknowledges that unpaid invoices shall accrue interest at a rate of 1.5% per month, or the maximum allowed by law, beginning thirty (30) days after delivery of invoice. Iteris reserves the right to suspend all Services under this Agreement without notice or penalty if an invoice remains unpaid forty-five (45) days after delivery of invoice, which suspension shall remain in effect until all unpaid invoices are paid in full.

In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

If Client has provided a retainer for the full Agreement amount, invoice amounts will be deducted from retained amounts until the retained funds are exhausted. If Client has provided a retainer for less than the full Agreement amount, Client shall pay invoice amounts when due to restore the retainer through the completion of the Agreement. If retainer becomes exhausted at any time, Iteris reserves the right to suspend all Services without notice or penalty, which suspension shall remain in effect until all unpaid invoices are paid in full and retainer is restored.

## 4. Term, Abandonment/Cancellation of Work and Termination

**Term.** Iteris' obligations to perform under this Agreement shall extend from the Start Date indicated in the Schedule section of this Agreement until completion of the Scope of Services, or termination by either party, whichever is later.

**Termination, Abandonment/Cancellation.** In the event the services of Iteris called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, Iteris shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement, including as applicable reimbursable expenses or costs incurred prior to receipt of notice of termination, cancellation or abandonment for non-cancellable or non-returnable equipment, material or services.

## 5. Cost Estimates

Client hereby acknowledges that Iteris cannot warrant that any cost estimates provided by Iteris for goods to be supplied or services to be performed outside this Agreement will not vary from actual costs incurred by the Client.

## 6. Standard of Care

Iteris will perform the Services under this Agreement in a manner consistent with the degree of care and skill ordinarily exercised by others performing the same or similar services under similar circumstances.

## 7. Indemnification

To the extent allowed by law, Client and Iteris each agree to indemnify and hold the other harmless from and against liability for all claims, losses, damages, and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, omissions, or willful misconduct. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligent acts, errors, or omissions of Client and Iteris, such claims, losses, damages or expenses shall be borne by each party in proportion to its respective responsibility.

## 8. Limit of Liability

Notwithstanding anything to the contrary in this Agreement, neither Iteris nor Client shall be liable to the other for any consequential, special, incidental, indirect, exemplary, punitive or multiple damages, or damages arising from or in connection with loss of use or loss of revenue or profit and each party hereby releases the other from any such liability; provided, however, that this limitation shall not apply to claims of third parties for such damages for which a party is required to indemnify the other party above.

The limit of liability of Iteris to the Client for any cause or combination of causes shall be, in total amount, limited to the compensation paid by Client to Iteris under this Agreement.

## 9. Insurance

Iteris shall at all times carry Workers' Compensation insurance as required by statute in the state where work is performed; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request.

## 10. Disputes

If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees.

## 11. Schedule Extension/Force Majeure

Neither Party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to circumstances beyond its reasonable control including but not limited to fire, flood, earthquake, or other natural disaster, war, embargo, riot, or the intervention of any government authority, provided that the party so delayed immediately notifies the other party of such delay. In the event of such occurrence, the parties shall negotiate a reasonable schedule under which any remaining services shall be performed.

## 12. Intellectual Property

With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of Iteris, its successors and assigns unless licensed or assigned by Iteris pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of

## STANDARD TERMS AND CONDITIONS FOR SERVICES

intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

### **13. Ownership and Reuse of Documents**

a. All drawings, specifications, test reports and other materials or work products which have been prepared or furnished by Client to Iteris under this Agreement shall remain Client's property. Client shall make available to Iteris copies of these materials as necessary for Iteris to perform its obligations under this Agreement.

b. All deliverable documents, including but not limited to reports, drawings, analyses, plans, etc., provided by Iteris to Client under this Agreement are the instruments of professional service of Iteris, who shall retain all rights of intellectual property attached thereto. Iteris grants Client a limited license to use, copy, modify, distribute, and authorize others to do so on behalf of the Client such deliverable documents. Iteris shall not be liable for any use of the documents for purposes other than specified in the Scope of Services for this Agreement or for any modifications made by others.

### **14. Construction Services**

If, under this Agreement, professional services are provided during the construction or implementation phase of a project, Iteris shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall Iteris be responsible for the Contractor's failure to carry out the work in accordance with contract documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Client agrees to require that Iteris be named as an additional insured on insurance coverages provided by Contractors on the project.

### **15. Governing Law**

This Agreement shall be governed by and construed according to the laws of the State where the work is located.

### **16. Relationship of Parties**

The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither Party nor its agents or employees are the representatives of the other party for any purpose, and neither party has the power or authority as agent, employee, or any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

### **17. Notices**

Notices under this Agreement shall be sufficient only if: (i) personally delivered; (ii) delivered by a major commercial delivery courier service; (iii) mailed, postage or charges prepaid, by certified or registered mail, return receipt requested; or (iv) faxed or emailed with a confirmed receipt to a Party at its fax or email address last provided to the other Party. If not received sooner, notice by registered mail shall be deemed received five (5) business days after deposit in the U.S. mail.

### **18. Confidentiality**

It is understood and agreed by the Parties that specific reports and other disclosures of non-public information required by this Agreement, and any changes which may be effected thereto, are considered by both Parties to be confidential, proprietary or otherwise sensitive ("Proprietary Information"). The Parties, each of which may be a "Disclosing Party" or a "Receiving Party" from time to time, agree to disclose the Proprietary Information only to their employees, officers, directors, consultants, contractors, affiliates, advisors or agents (collectively, the "Representatives") who have a need-to-know for that Purpose and who are bound to confidentiality by this or an equivalent agreement, and to maintain the Proprietary Information in confidence using the same degree

of care to avoid disclosure thereof as the Receiving Party employs on its own Proprietary Information of like importance, but in no case less than reasonable care. In addition, the parties agree that the Receiving Party shall not reverse engineer, disassemble, decompile, or otherwise analyze the design or construction of any equipment, component, or software without the prior written consent of the Disclosing Party. This Agreement shall pose no such confidential obligation upon either party with respect to any portion of the received Proprietary Information which: (i) is possessed by the Receiving Party at the time of the disclosure as evidenced by written or other tangible records; (ii) is independently developed by the Receiving Party as evidenced by written or other tangible records; (iii) is hereafter rightfully furnished to the Receiving Party by a third party without restriction on disclosure; (iv) is now, or which hereafter becomes, generally known or available through no act or failure to act by the Receiving Party; (v) is released from confidentiality in writing by the Disclosing Party, or (vi) is disclosed in response to a valid judicial order, but only to the extent of and for the purposes of such order; provided however, that the Receiving Party shall first notify the Disclosing Party in writing of the order and permit the Disclosing Party to seek an appropriate protective order.

The Receiving Party agrees to promptly return or certify destruction of all copies of any received Proprietary Information and of any additional documents in any media containing any of the disclosed Proprietary Information, upon termination of this Agreement or written request of the Disclosing Party. The obligations to protect Proprietary Information recited above shall survive any such termination for a period of three (3) years after the date of termination of this Agreement for any reason.

### **19. Hazardous Waste, Materials or Substances**

Unless otherwise specifically provided in this Agreement, Iteris shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

### **20. Waiver**

Any failure by either party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and either party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

### **21. Assignment**

Neither the Client nor Iteris will assign or transfer its interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld.