

**RECORDING
NOT REQUIRED**

RETURN TO:

**CITY CLERK OF TROY
116 E. MARKET STREET
TROY, IL 62294**

**CITY OF TROY
RESOLUTION 2023 -05**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH OATES ASSOCIATES TO PROVIDE CONSTRUCTION ENGINEERING
SERVICES FOR THE CLAY STREET PHASES 2 AND 3 PROJECTS**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 17TH DAY OF JANUARY 2023**

**CITY OF TROY
RESOLUTION NO. 2023 - 05**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH OATES ASSOCIATES TO PROVIDE CONSTRUCTION ENGINEERING
SERVICES FOR THE CLAY STREET PHASES 2 AND 3 PROJECTS**

WHEREAS, the City Council of the City of Troy finds in to be in the public interest to reconstruct Clay Street from North Main to Dewey Streets; and

WHEREAS, appropriate construction engineering is required to ensure the proper construction of this project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Troy, Illinois, does hereby authorize and directs the Mayor to execute an agreement for Construction Engineering Services with Oates Associates.

PASSED this 17th day of January, 2023.

Aldermen:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: _____

DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: _____

KIMBERLY THOMAS, Clerk
City of Troy, Illinois





Collinsville
100 Lanter Ct, Ste 1
Collinsville, IL 62234
618.345.2200

St. Louis
720 Olive St, Ste 700
St. Louis, MO 63101
314.588.8381

Belleville
1 S Church St, Ste 200
Belleville, IL 62220
618.416.4688

St. Charles
820 S Main St, Ste 309
St. Charles, MO 63301
636.493.6277

January 11, 2023

Mr. Jay Keeven
City Administrator
City of Troy
116 East Market Street
Troy, IL 62294

Re: Clay Street Reconstruction (Main Street to Dewey Street) – CE services
OA Project No. 19061.002

Dear Mr. Keeven:

We propose to render professional engineering services in connection with the Clay Street improvements from Main Street to Dewey Street in Troy, IL (hereinafter called the "Project"). The project will include placing new hot-mix asphalt pavement on a stabilized base, and new concrete curb and gutter with sidewalk on both sides of the roadway from Main Street to Staunton Road/Hickory Street for phase 3 and from Staunton Road/Hickory Street to Dewey Street for phase 2.

Scope: Our Scope of Services includes field observation, documentation, testing (by subconsultant), QA/QC and administration to current Illinois Department of Transportation policy, all as shown on the attached Estimate of Person Hours. We will also furnish such Additional Services as you may request.

Schedule: See attached.

Estimated Cost: You agree to pay us for our Scope of Services based at the cost-plus fixed fee in accordance with this agreement estimated at \$195,225.

If the enclosed Agreement satisfactorily sets forth your understanding of our proposal, please sign all four copies in the spaces provided and return to us for processing with IDOT. This proposal will be open for acceptance until February 28, 2023 unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.

Bill Tindall, PE, PTOE
Senior Project Manager

Bruce P. Schopp, PE, SE
Project Principal

Enclosure



Local Public Agency Engineering Services Agreement

Using Federal Funds? [] Yes [x] No Agreement For: MFT CE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: City of Troy, IL County: Madison Section Number: 17-00031-01-PV* Job Number: C-99-004-21 Project Number: WWA3(248) Contact Name: Jay Keeven Phone Number: (618) 667-9924 Email: jkeeven@troyil.us

SECTION PROVISIONS

Local Street/Road Name: Clay Street Key Route: MUN Route 1070 Length: 0.35 mi Structure Number: n/a Location Termini: from Main Street to Dewey Street Add Location Remove Location

Project Description: *Includes phase 3 section 18-00031-02-PV also. Improvements will include placing new hot-mix asphalt pavement on a stabilized base, and new concrete curb and gutter with sidewalk on both sides of the roadway from Main Street to Staunton Road/Hickory Street for phase 3 and from Staunton Road/Hickory Street to Dewey Street for phase 2.

Engineering Funding: [x] MFT/TBP [] State [x] Other City Sources Anticipated Construction Funding: [] Federal [x] MFT/TBP [] State [x] Other City Sources

AGREEMENT FOR

[x] Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: Oates Associates, Inc. Contact Name: Bill Tindall Phone Number: (618) 345-2200 Email: bill.tindall@oatesassociates.com Address: 100 Lanter Court, Suite 1 City: Collinsville State: IL Zip Code: 62234

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- EXHIBIT E: CECS of sub-consultant. _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Oates Associates, Inc.	37-1256935	\$188,800.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
SCI Engineering, Inc.	43-1132569	\$6,425.00
Subconsultant Total		\$6,425.00
Prime Consultant Total		\$188,800.00
Total for all work		\$195,225.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

City

of

City of Troy, IL

By (Signature & Date)

Michael Thomas

By (Signature & Date)

David Ma 1-19-23

Local Public Agency

Local Public Agency Type

Title

City of Troy, IL

City

Clerk

Mayor

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Oates Associates, Inc.

By (Signature & Date)

Britt Dell 1/11/2023

By (Signature & Date)

Bruce P Schapp 1/11/23

Title

Senior Project Manager

Title

President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Troy, IL	Oates Associates, Inc.	Madison	17-00031-01-PV*

**EXHIBIT A
SCOPE OF SERVICES**

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

See attached estimate of person hours

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Troy, IL	Oates Associates, Inc.	Madison	17-00031-01-PV*

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated Authorization:	February 2023
Letting Date:	January 20, 2023
Anticipated Construction Start Date:	May 2023
Anticipated Construction End Date:	November 2023

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Troy, IL	Oates Associates, Inc.	Madison	17-00031-01-PV*

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

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**EXHIBIT D
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE**

Local Public Agency City of Troy	County Madison	Section Number 17-00031-01-PV
Consultant (Firm) Name Oates Associates, Inc.	Prepared By Bill Tindall	Date 10/4/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM 10	MONTHS	OVERHEAD RATE 159.33%
START DATE 2/1/2023		COMPLEXITY FACTOR 0
RAISE DATE 7/1/2023		% OF RAISE 2.00%
END DATE 11/30/2023		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	2/1/2023	7/1/2023	5	50.00%	
1	7/2/2023	12/1/2023	5	51.00%	

The total escalation = 1.00%

ESTIMATE OF PERSON HOURS

PROJECT: Clay Street
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oates Associates, Inc.
 JOB NO.: 19061.002
 CONTRACT: Original

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH.	TECH. INTERN	TOTAL	SCOPE OF WORK
1.0 TESTING															Completed by Subconsultant
2.0 CONSTRUCTION PHASE SERVICES		22		44				1,082	184					1,332	
2.1 preconstruction				4				14						18	project duration = 7 months (or 30 weeks) May - Nov
IEPA - Notice of Intent form				2				4						6	required only if disturbed area > 1.0 ac.
BC-775776 Resident Construction Supervisor/Inspection								2						2	2 hr/project
BC-981 Agreement to Accuracy of Plan Quantities								2						2	2 hr/project
OPER-725 Traffic Control Authorization								2						2	2 hr/project
preconstruction meeting				2				4						6	2 persons @ 2 hr/ea plus 2 hr meeting minutes
2.2 shop drawing review				10				26						36	
precast storm sewer structures				8				22						30	0.5 hr/structure, 44 structures
trench drain															
detectable warning panels				1				2						3	
pavement imprinting				1				2						3	
2.3 coordination and site visits		22		22						90				134	
construction questions		15		15						30				60	0.5 hr/wk City Engr, 0.5 hr/wk PM, 1 hr/wk Constr Mngr
construction site visits		7		7						60				74	1 hr/mo City Engr, 1 hr/mo PM, 2 hr/wk Constr Mngr
2.4 observation, testing and documentation								958		90				1,048	see IDOT Project Procedures Guide
daily diary entries								56						56	0.5 hr/day 112d
print diary								15						15	0.5 hr/wk 30wk
daily quantities - measure, calculate and document, check								188		90				278	6 hr/wk plus 1 day to check at end of project
print daily quantities								30						30	1 hr/wk
BC-2331 ICORS PC Back-Up Schedule								30						30	1 hr/wk
create quantity book				4				4						4	4 hr/project
BC-239 Weekly Report of Resident								30						30	1 hr/wk
BC-2258 SWPPP Erosion Control Inspection Report								30						30	1 hr/wk
BC-726 Traffic Control Inspection Report								60						60	2 hr/wk
BC-2367 Independent Truck Weight Check								9						9	1.5 hr/wk X # of tonnage pay items
authorizations								24						24	4 hr/ea assumes 6
pay estimates								16						16	2 hr/mo + final authorization
BC-163 Report of Employee Interviews								14						14	2.0 hr/month
request for assignment								4						4	2 hr each / 2 per project
general construction observation								448						448	4 hr/day
2.5 constr admin during non-activities				8				84		4				96	post construction efforts
punch list				4				24						28	
balance quantities, check material carts				4				60		4				68	

ESTIMATE OF PERSON HOURS

PROJECT: Clay Street
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oates Associates, Inc.
 JOB NO.: 19061.002
 CONTRACT: Original

TASK	PRIN.	SR. PROF. II	SR. PROF. I	PROF. IV	PROF. III	PROF. II	PROF. I	JR. PROF.	TECH. III	TECH. II	TECH. I	TECH.	TECH. INTERN	TOTAL	SCOPE OF WORK
3.0 ADMINISTRATION / MANAGEMENT															
3.1		8	42					2						52	7 months + closeout
	subtotal:	8	42					2						52	
	scope of work reviews	2	8											10	1 hr/mo
	scheduling		16											16	2 hr/mo
	budget control		4											4	0.5 hr/mo
	manpower planning		3											3	
	project team meetings	2	2					2						6	includes agenda
	contract administration		1											1	
	billings / monthly status memos	4	8											12	1 hr/mo
4.0 QA/QC															
4.1															
	QA/QC plan														
	submital reviews														
	quality reviews														
	construction phase services														
	subtotal:													32	
	subtotal:													32	adapt company plan to project
5.0 CONSTRUCTION LAYOUT															
5.1		8						40	88	72				232	project length = 1,850 feet, construction staking.
	construction staking	8						40	88	72				232	21 verify and grade control and benchmarks
	horizontal & vertical control	1							8	8				23	stake centerline at 50' intervals, PC's & PT's (assume 50 pnts)
	centerline	1							8	8				15	stake at 100' intervals and at break points (assume 30 pnts)
	proposed ROW & TCE	1							8	8				15	stake limits at 100' intervals with PR profile grade (assume 50 pnts)
	construction limits	1							8	8				15	stake structures with 2 offsets (assume 46 structures & 140 pnts)
	drainage structures	2						12	24	24				68	stake curb at 25' intervals, PC's & intersec radii (assume 200 pnts)
	curb	2						16	32	32				90	



Local Public Agency City of Troy	County Madison	Section Number 17-00031-01-PV 18-00031-02-PV
Consultant (Firm) Name SCI	Prepared By R Mauch	Date 10/4/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM 2	MONTHS	OVERHEAD RATE 157.17%
START DATE 3/31/2023		COMPLEXITY FACTOR 0
RAISE DATE 7/1/2023		% OF RAISE 2.00%
END DATE 5/30/2023		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/31/2023	5/30/2023	2	100.00%

The total escalation = 0.00%

Local Public Agency: City of Troy

County: Madison

Section Number: 17-00031-01-PV 18-00031

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES		TOTAL PROJ. RATES				Project Management			Material testing											
	Hours	% Part.	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
	7.0	8.05%	80.0	91.95%	4.87	7	100.00%	60.50	80	100.00%	21.04										
Senior Engineer II																					
Technician II																					
TOTALS			87.0	100%	\$24.21	7.0	100.00%	\$60.50	80.0	100%	\$21.04	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	

