

RETURN TO:

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

**CITY OF TROY
RESOLUTION 2023 –18**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH LOCHMUELLER GROUP TO PROVIDE DESIGN ENGINEERING SERVICES
FOR THE OLD TROY ROAD ROUNDABOUT PHASE II**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 6TH DAY OF MARCH 2023**

**CITY OF TROY
RESOLUTION NO. 2023 - 18**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH LOCHMUELLER GROUP TO PROVIDE DESIGN ENGINEERING SERVICES
FOR THE OLD TROY ROAD ROUNDABOUT PHASE II**

WHEREAS, the City Council of the City of Troy finds in to be in the public interest to construct a Roundabout at the intersection of Illinois Route 162 and Old Troy Road; and

WHEREAS, appropriate design 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 Design Engineering Services with Lochmueller Group.

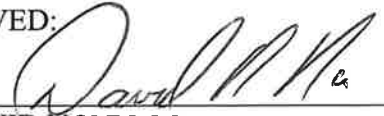
PASSED this 6th day of March, 2023.

Aldermen:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>NYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>ABSENT</u>	Absent:	<u>1</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



IL Route 162 and Old Troy Road Roundabout

**CMAQ Program
City of Troy
FAP Route 586 (IL Route 162)
FAU Route 8898 (Old Troy Rd)
Section 17-00034-00-PV
Madison County**

SCOPE OF SERVICES

PREPARED BY: **Lochmueller Group, Inc.**
1928 Bradley R. Smith Drive
Troy, Illinois 62294

February 2023

For the purpose of this scope, the word "CONSULTANT" shall be in reference to Lochmueller Group, Inc. (Lochmueller) and/or their subconsultants Civil Design, Inc. (CDI), and SCI Engineering, Inc. (SCI). Scope to be performed by "Lochmueller" shall be understood to be Lochmueller Group, Inc. or their subconsultants Civil Design, Inc. (CDI), and SCI Engineering, Inc. (SCI) as appropriate. The City of Troy shall be referred to as "City". The Illinois Department of Transportation shall be referred to as "IDOT", "District", or "Department".

General Project Description:

Lochmueller has been tasked by the City of Troy to prepare the Project Development Report (PDR) and contract plans, specifications, and estimates for the IL Route 162/Old Troy Road Roundabout. The plans will be prepared in accordance with the Intersection Design Study prepared by IDOT, approved on March 20, 2018, and the subsequent geometry revisions approved by IDOT on August 21, 2020 and November 24, 2021.

Miscellaneous Design Assumptions:

- 1) This project will be funded with federal Congestion Mitigation and Air Quality (CMAQ) Program funds and advertised for a state letting. Lochmueller has assumed a 15 month project duration and 12 month design schedule with a targeted Spring 2024 letting date to align major construction activities with the summer break for the adjacent schools.
- 2) Lochmueller has assumed that the Project Development Report and design plans, specifications, and bid documents will be prepared in accordance with the IDOT Local Roads and Streets Manual following 3R guidelines for federal funded projects.
- 3) Lochmueller has assumed that the IDOT approved Intersection Design Study (IDS) and associated roadway geometry will not require additional revisions during development of the roadway plans.
- 4) Lochmueller has assumed that the proposed work along Old Troy Road will require pavement reconstruction due to the proposed profile grade raise at the roundabout.
- 5) Lochmueller has assumed that the proposed work along IL Route 162 on the approach to the new roundabout will begin as a widening and resurfacing operation and then switch to pavement reconstruction as it approaches the roundabout.
- 6) Lochmueller anticipates that three distinctive pavement designs will be required on this project. The pavement designs will include Old Troy Road pavement reconstruction, IL Route 162 widening and resurfacing, and IL Route 162 pavement reconstruction.
- 7) Lochmueller has assumed the design plans will include construction of curb ramps and crosswalk across the north leg and proposed grading berms along the north side for accommodation of a future shared use path.
- 8) Lochmueller has assumed that proposed street lighting will be limited to installation of Ameren light poles at the new roundabout. No provisions will be

included for adding street lighting on approach roadways leading to the new roundabout. The existing light pole at the intersection will be impacted by construction activities and removed.

- 9) Lochmueller has assumed that design of a new storm sewer system will be required due to the addition of new curb and gutter on all approaches to the new roundabout. Ditch re-grading will also be required along IL Route 162 and Old Troy Road. Lochmueller has assumed that the storm sewer system and re-graded ditches will be directed to existing crossroad culverts located near the Goshen Trail structure. These culverts ultimately direct drainage to an existing outfall in the southeast quadrant that has been assumed to remain in place.
- 10) Lochmueller has assumed that no modifications will be required to the Madison County Transit (MCT) District Goshen Trail structure and shared use path. Reconstruction of the southernmost entrance into the MCT park-n-ride facility along Old Troy Road is anticipated due to profile and roadway width adjustments.
- 11) Lochmueller has made the following assumptions with regard to maintenance of traffic (MOT):
 - IDOT staff provided the following feedback to Lochmueller regarding MOT assumptions on this project:
 - IL Route 162 is not categorized as a significant route so a formal Work Zone Traffic Management Plan should not be required.
 - During development of the MOT schemes, IDOT will require that one lane of traffic be maintained along IL Route 162 at all times via temporary traffic signals.
 - IDOT will not allow Old Troy Road to remain open to traffic while IL Route 162 is reduced to one lane.
 - Due to potential queuing issues, IDOT may require Alternate Route Detour signing to provide motorists with an alternate route to avoid the work zone.
 - Lochmueller developed hours for the MOT sheets assuming the following staging scheme (one pre-stage and three stages):
 - Pre-Stage 1 – Construct temporary pavement where necessary for Stage 2 traffic. A temporary lane closure (day only) will be used on IL Route 162 to construct temporary pavement.
 - Stage 1 – Close Old Troy Road to traffic and reconstruct north leg on new profile. Maintain two lanes of traffic on IL Route 162 during Stage 1.
 - Stage 2 – Close westbound lane on IL Route 162 and widen and/or reconstruct north half of IL Route 162. Utilize temporary traffic signals to maintain one lane of traffic on IL Route 162 utilizing portion of existing eastbound lane and Pre-Stage 1 temporary pavement. Old Troy Road remains closed during this stage.
 - Stage 3 – Close eastbound lane on IL Route 162 and widen and/or reconstruct south half of IL Route 162. Utilize temporary traffic signals to maintain one lane of traffic on IL Route 162 utilizing pavement constructed in Stage 2. Old Troy Road remains closed during this stage.
 - Lochmueller anticipates preparation of an Alternate Route Detour Signing plan via I-55/I-270/IL Route 159.
- 12) Lochmueller has assumed that IDOT will perform the Special Waste Assessment (SWA), Preliminary Environmental Site Evaluation (PESA), and Preliminary Site

Investigation (PSI) for project, if needed, since a great majority of the work is within State right of way.

- 13) Lochmueller has assumed that hydraulic modeling, other than typical roadway storm sewer and ditch design, and waterway permitting will not be required on this project.
- 14) Lochmueller has assumed that land acquisition services (appraisals, appraisal reviews, and negotiations) are not a component of this Scope of Services. This work will be addressed in a separate land acquisition services agreement.
- 15) Lochmueller has assumed that Shop Drawing Review, Phase III Design Consultation, and Construction Engineering and Material Testing is not a component of this Scope of Services. This work will be addressed in a separate construction engineering services agreement.

The following hours have been proposed assuming that this project will require approximately 18 months to complete. **(Total = Lochmueller – 1,107 hours; CDI – 116 hours; SCI – 65 hours)**

A more detailed description of Lochmueller's design assumptions and proposed hours are shown below:

1.0 Administration/Project Management (Lochmueller - 54 hours)

- 1.1 Administration for this project includes monthly preparation of invoices and progress reports and review and approval of subconsultant invoices. **(Lochmueller – 18 hours)**
- 1.2 Project Management for this project will involve general oversight of the project by the designated Project Manager whereby he/she provides weekly direction to the design staff and subconsultant. This effort also includes maintenance of project files and updating the City on project status and coordination of design issues. **(Lochmueller - 36 hours)**

2.0 Data Collection and Review (Lochmueller - 16 hours)

- 2.1 Data collection for this project will involve obtaining and reviewing any updated existing studies, reports, plans, previous surveys, right-of-way information, and utility information. **(Lochmueller - 8 hours)**
- 2.2 The Consultant will perform up to two (2) field trips to the project site to confirm the existing conditions and the data collected in Task 2.1. This effort includes advance preparation for field trips, travel time, and compilation of data gathered in field. **(2 trips X 2 people X 2 hours = Lochmueller - 8 hours)**

3.0 Route Survey (Lochmueller - 4 manhours; CDI – 40 hours)

- 3.1 CDI will provide up to two (2) days of pick-up survey and required office time to incorporate the survey into the existing CAD files and surface model. **(CDI – 40 hours)**

- 3.3 Lochmueller will review the existing field conditions and the topographic file to identify any pick-up survey that may be required and coordinate the scope of the survey with the survey subconsultant **(Lochmueller - 4 hours)**
- 4.0 Land Survey (Lochmueller – 8 hours; CDI – 76 hours)**
- 4.1 Lochmueller will review online parcel information and update property owner names and parcel identification numbers if necessary. **(Lochmueller – 2 hours)**
- 4.2 CDI will prepare Plat of Highways and metes and bounds legal descriptions for up to two (2) permanent right-of-way acquisitions and four (4) permanent and/or temporary easements along reconstructed IL Route 162 Drive or Old Troy Road. CDI will develop the Plat of Highways based upon the proposed right-of-way and easement design developed by Lochmueller under Task 11.1. Lochmueller will coordinate preparation of the Plat of Highways and legal descriptions and perform a cursory review of these documents. CDI's effort will include coordination of the Plat of Highways with IDOT. CDI will be responsible for sealing the plats. **(Lochmueller – 6 manhours; CDI – 52 hours)**
- 4.3 CDI will pin the corners of the proposed permanent right-of-way and permanent easements and stake the corners of the proposed temporary easements. **(CDI – 24 hours)**
- 5.0 Project Development Report (Lochmueller - 204 hours)**
- 5.1 The Consultant will prepare the narrative and compile the attachments for the Preliminary Project Development Report (PDR) for the IL Route 162/Old Troy Road Roundabout project. It is assumed that this project will qualify as a Group II Categorical Exclusion (CE) requiring the use of BLR 22210 for the PDR. The PDR will be prepared in accordance with Section 22-2.11 of the BLR&S Manual. This effort includes compilation and submittal of the Preliminary PDR. **(Lochmueller - 120 hours)**

Lochmueller anticipates inclusion of the following attachments:

- Attachment #1 – Location Maps and Functional Classification Map
- Attachment #2 – Existing and Proposed Typical Sections
- Attachment #3 – Plan and Profile Sheets
- Attachment #4 – Drainage Plan and Profile Sheets
- Attachment #5 – Approved Intersection Design Study (completed by IDOT)
- Attachment #6 – Crash Analysis Coordination, Data and Results - See Task 5.2
- Attachment #7 – Floodplain Map
- Attachment #8 – Preliminary Environmental Site Assessment (PESA) Results – See Task 5.3
- Attachment #9 – Environmental Clearances and Correspondence – See Task 5.3

- Attachment #10 - Public Involvement – See tasks under Section 6.0
- Attachment #11 – IDOT/FHWA Bi-Monthly Coordination Meeting Minutes
– See Task 12.2
- Attachment #12 – Approval of Design Variance – See Task 5.5

- Attachment #13 – Concept Maintenance of Traffic Plans and Alternate
Route Detour Signing – See Task 5.6

- Attachment #14 – Hazardous Mailbox Survey Results – See Task 5.7
- Attachment #15 – Complete Streets Analysis Approval Letter – See
Task 5.8
- Attachment #16 - Project Photographs – See Task 5.9

- 5.2 The Consultant will secure and analyze crash data received from IDOT and the Madison County Sherriff's Department for the most recent five-year period and prepare a Crash Analysis Summary Memorandum. The crash data and Crash Analysis Summary Memorandum will be summarized in the PDR narrative and included as attachment. Per the BLR&S Manual, a field review will be conducted as part of the crash analysis and findings documented in the Crash Analysis Summary Memorandum. **(Lochmueller - 20 hours)**

- 5.3 The Consultant will prepare and submit an Environmental Survey Request (ESR) along with any necessary attachments to IDOT (*included in the previous scope of work*). The ESR will be prepared assuming federal funds are involved in the project. The primary purpose of the ESR will be to secure cultural, biological, and wetland resource clearance. **(Lochmueller - 0 hours)**

- 5.4 It is assumed that the Special Waste Assessment (SWA) and the Preliminary Environmental Site Assessment (PESA) for the portion of the project within State right of way will be performed by IDOT in conjunction with the ESR since the majority of the project is located along a state route. Lochmueller will perform the environmental screening for the portion outside state right of way. It is assumed that this this area will pass level 2 screening criteria and thus not require a PESA. The environmental and PESA results will be included as an attachment to the PDR. **(Lochmueller - 8 hours)**

- 5.5 The Consultant will prepare the Level One and Level Two Approval of Design Variance form (BLR 22120) and any associated variance justification for approval by IDOT. This form will be included as an attachment in the PDR and any necessary variances approved by IDOT concurrent with approval of the PDR. **(Lochmueller – 8 hours)**

- 5.6 The Consultant will prepare preliminary Maintenance of Traffic (MOT) plan sheets for inclusion as an attachment to the PDR. The MOT plan sheets will include preliminary Sequence of Construction Plan Sheet, MOT Stage Construction Plan Sheets, and Alternate Route Detour Signing Plan Sheet.

Hours for development of these sheets are included in Subtask 7.3. The hours in this task are for development of the MOT narrative for Section 16 of the PDR. **(Lochmueller - 12 hours)**

- 5.7 The Consultant will conduct a Hazardous Mailbox Support survey of the project limits and document the findings and perform any necessary coordination (i.e. certified letters to property owners, letter to Postmaster, etc.) for inclusion in the PDR. **(Lochmueller - 8 hours)**
- 5.8 The Consultant will prepare a Complete Streets Analysis and include the IDOT approval letter in the PDR as an attachment. *(included in the previous scope of work)* **(Lochmueller – 0 hours)**
- 5.9 The Consultant will obtain and compile project photographs for inclusion in the PDR as an attachment. **(Lochmueller – 4 hours)**
- 5.10 The Consultant anticipates that preparation and approval of the PDR will require two submittals to IDOT. Upon receiving comments from IDOT on the Preliminary PDR, the Consultant will make any necessary revisions, prepare a disposition of comments, and compile and submit the Final PDR to IDOT for approval. **(Lochmueller – 24 hours)**
- 6.0 Public Informational Meeting (Lochmueller - 48 hours)**
- 6.1 The Consultant will prepare exhibits and conduct one (1) Public Informational Meeting (PIM) for this project. The anticipated exhibit to be developed for use at the PIM is as follows: **(Lochmueller - 24 hours)**
- Plan View of Project Showing Existing Conditions, Proposed Improvements, Existing ROW and Property Lines, and Proposed ROW and/or Easements on an Aerial Photograph*

*Note: It is assumed that the Lochmueller will access the aerial photography available on East West Gateway Coordinating Council's website for use during development of the Plan View exhibit. The Consultant has included no direct costs for purchase of aerial photography in the proposal.

Lochmueller has assumed that two (2) copies of the exhibit affixed to foam board and displayed on easels will be utilized at the PIM. It is anticipated that two (2) 11" X 17" sets of preliminary plans will be brought to the PIM to help address property owner questions raised during the meeting.

Lochmueller has assumed that the PIM will be held at City Hall and no additional costs for meeting room rental have been included in the proposal.

Two (2) Lochmueller staff members will attend and conduct the PIM.

- 6.2 The Consultant will provide the PIM sign-in sheet and also prepare a meeting handout/comment form for distribution to PIM attendees which explains the proposed improvements and offers an opportunity for public comment. It is assumed that 25 handout/comment forms will be brought to the PIM. **(Lochmueller - 4 hours)**
- 6.3 The Consultant will prepare and send notification letters to all property owners located within project limits two weeks in advance of the PIM. **(Lochmueller - 6 hours)**
- 6.4 The Consultant will prepare the PIM advertisement and coordinate placement of the article in up to two (2) local newspapers of the City's choosing. The cost of the advertisements will be paid directly by the City. Lochmueller will also secure copies of the certification of publication for these advertisements. **(Lochmueller – 6 hours)**
- 6.5 The Consultant will review comments received at the PIM and summarize the public's input in a Public Involvement Memorandum. This memorandum will be included as an attachment to the PDR. **(Lochmueller - 8 hours)**
- 7.0 Final Roadway Plans, Specifications, and Estimates (Lochmueller – 621 hours)**
- 7.1 The Consultant shall address any preliminary plan comments and prepare pre-final, and final plans for the IL Route 162/Old Troy Road Roundabout Project in accordance with the approved IDS. The plan set, which is anticipated to be approximately 88 sheets, shall include the following: **(Lochmueller - 531 hours)**
- Cover Sheet **(1 sheet - 2 hours)**
 - Index of Sheets and General Notes **(1 sheet - 4 hours)**
 - Summary of Quantities **(2 sheets - 20 hours)**
 - Typical Sections **(4 sheets - 8 hours)**
 - Schedule of Quantities **(3 sheets - 24 hours)**
 - Horizontal Control and Tie Points **(2 sheets - 8 hours)**
 - Plan Sheets **(4 sheets - 16 hours)**
 - Profile Sheets **(2 sheets - 8 hours) - *See Note 1**
 - Sequence of Construction Sheet **(1 sheet – 4 hours)**
 - MOT Stage Construction Sheets **(4 stages x 4 sheets = 16 sheets – 64 hours)**
 - Alternate Route Detour Signing Plan Sheet **(1 sheet – 4 hours)**
 - Erosion and Sediment Control Sheets **(4 sheets - 16 hours)**
 - Drainage Plan Sheets **(4 sheets – 16 hours)**
 - Drainage Profile Sheets **(2 sheets – 8 hours) - *See Note 1**
 - Roundabout Geometrics Sheet **(1 sheet - 4 hours)**

- Roundabout Elevation and Island Detail Sheets (4 sheets - 48 hours)
- Jointing Details (1 sheet – 12 hours) – ****See Note 2**
- Pavement Marking and Signing Sheets (5 sheets – 20 hours) – **See Task 7.4 for signing design hours.**
- Special Sign Details – (1 sheet – 4 hours)
- Removal Sheets (4 sheets – 16 hours)
- Entrance Details (1 sheet – 8 hours)
- Miscellaneous Details (2 sheets - 24 hours)
- Curb Ramp Details (1 sheet – 12 hours)
- Drainage Cross Sections (2 sheets – 8 hours)
- Cross Sections (17 sheets/50 sections – 25 hours)
- SWPPP Plan (BDE 2342) (12 hours)
- Earthwork Cuts/Fills (16 hours)
- Pre-Final and Final Quantity Calculations & Checks (40 hours)
- Pre-Final and Final Unique Special Provisions (40 hours)
- Pre-Final and Final Check Sheets (8 hours)
- Pre-Final and Final Estimate of Time (8 hours)
- Pre-Final and Final Estimates of Cost (16 hours)
- Disposition of IDOT Comments (8 hours)

*Note 1: The Consultant anticipates preparation of double-stacked plan sheets.

**Note 2: The Consultant has assumed that the proposed pavement on Old Troy Road will be Jointed Concrete Pavement matching the composition of the adjacent Village of Glen Carbon reconstruction project. Jointing details will be provided along Old Troy Road.

- 7.2 The Consultant will refine the Sequence of Construction from the preliminary design and develop Maintenance of Traffic (MOT) Stage Construction Plan Sheets and signing layout for the Alternate Route Signing Plan Sheet. Stage construction assumptions are included at the beginning of this Scope of Services. **(Lochmueller – 40 hours)**
- 7.3 The Consultant will prepare the permanent Signing Design for inclusion in the Final Plans. **(Lochmueller – 50 hours)**
- 7.3.1 Lochmueller will determine and provide permanent signing design for the project. The permanent sign types and locations will be depicted on the Pavement Marking and Signing plan sheets. Lochmueller shall also prepare Special Sign Details for any special signs to be installed on the project for inclusion in the Final Plans. **(Lochmueller – 34 hours)**

- 7.3.2 Lochmueller shall prepare the sign schedule (including sign sizes) and determine and develop the pay items, quantities, and project specific special provisions required for the sign design. It is assumed that standard metal posts will be utilized for the new sign posts in lieu of decorative posts. **(Lochmueller – 16 hours)**
- 8.0 Geotechnical Summary Memorandum (Lochmueller - 4 hours; SCI – 65 hours)**
- 8.1 SCI will perform geotechnical exploration and analysis (including pavement cores and hand augers) and prepare a Geotechnical Summary Memorandum outlining findings. This memorandum will also include subgrade treatment and fill placement recommendations for proposed work along IL Route 162 and Old Troy Road. SCI's geotechnical exploration plan is shown on the attached aerial exhibit. **(SCI – 65 hours)**
- 8.2 Lochmueller will review SCI's Geotechnical Summary Memorandum and incorporate recommendations into the roadway plans. **(Lochmueller – 4 hours)**
- 9.0 Right of Way and Easement Design (Lochmueller – 12 hours)**
- 9.1 Lochmueller will determine the anticipated construction limits and develop the proposed right-of-way (ROW) and easement design for the project. Lochmueller will coordinate the preliminary ROW/easement design with the City and IDOT prior to the development of Plat of Highways for the project. **(Lochmueller - 12 hours)**
- 10.0 Utility Coordination (Lochmueller - 48 hours)**
- 10.1 The City has indicated that proposed street lighting at the new roundabout will be limited to installation of new Ameren light poles. Ameren will review and make recommendations for location of the new light poles and be responsible for design and installation. Lochmueller's effort will be limited to review of pole locations and coordination of utility agreements. **(Lochmueller – 12 hours)**
- 10.2 The Consultant's utility coordination efforts will include distribution (by certified mail) of preliminary and pre-final plans to utility companies with facilities within the project limits and plotting any obtained data in the existing topography. **(Lochmueller - 12 hours)**
- 10.2 Lochmueller will review and identify anticipated utility conflicts as a result of the proposed improvements and coordinate with those affected utility companies regarding anticipated utility relocation costs and schedule for relocation. Lochmueller has assumed that the utility owner will be responsible for design and relocation of their facilities. **(Lochmueller – 24 hours)**
- 11.0 Project Meetings (Lochmueller – 28 hours)**
- 11.1 The Consultant will attend up to four (4) project meetings with City staff or other stakeholders to discuss status and design issues. This effort includes meeting

preparation time (agenda, handouts, etc.), attendance at the meeting, and preparation of meeting minutes. **(Lochmueller - 16 hours)**

11.2 The Consultant will attend two (2) IDOT/FHWA Bi-Monthly Coordination meetings to present the project to IDOT and FHWA and obtain Categorical Exclusion Concurrence, present design variances (if applicable), and coordinate any design-related issues. This effort includes meeting preparation time (agenda, fact sheet, handouts, etc.), attendance at the meeting, and preparation and release of meeting minutes. **(Lochmueller - 12 hours)**

12.0 QA/QC (Lochmueller – 60 hours)

12.1 This effort is for implementation and documentation of the Consultant's Quality Control plan. **(Lochmueller – 60 hours)**

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

Lochmueller Group, Inc.
Prime - Old Troy Roundabout
Lorne Jackson

DATE 02/06/23
PTB-ITEM# 1

CONTRACT TERM 15 **MONTHS**
START DATE 2/1/2023
RAISE DATE 1/1/2024
END DATE 4/30/2024

OVERHEAD RATE 188.29%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	2/1/2023	1/1/2024	11	73.33%
1	1/2/2024	5/1/2024	4	27.47%

The total escalation = 0.80%

PAYROLL RATES

FIRM NAME Lochmueller Group, Inc. **DATE** 02/06/23
PRIME/SUPPLEMENT Prime - Old Troy Roundabout Phase II
PTB-ITEM # 1

ESCALATION FACTOR **0.80%**


Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Project Manager IV	\$78.00	\$78.62
Senior Project Manager III	\$78.00	\$78.62
Senior Project Manager II	\$75.54	\$76.14
Senior Project Manager I	\$61.82	\$62.31
Senior Engineer I	\$60.91	\$61.40
Project Liaison	\$78.00	\$78.62
Project Engineer IV	\$56.68	\$57.13
Project Engineer III	\$48.61	\$49.00
Project Engineer II	\$41.22	\$41.55
Project Engineer I	\$37.33	\$37.63
Environmental Specialist IV	\$48.69	\$49.08
Engineering Intern III	\$36.19	\$36.48
Engineering Intern II	\$33.16	\$33.43
Engineering Intern I	\$32.03	\$32.29
Engineering Designer IV	\$50.94	\$51.35
Engineering Designer III	\$42.17	\$42.51
Engineering Designer II	\$39.01	\$39.32
Engineering Designer I	\$34.90	\$35.18
Transportation Planner IV	\$43.15	\$43.50
Transportation Planner II	\$34.00	\$34.27
Graphic Designer	\$31.11	\$31.36
Administrative Assistant	\$24.86	\$25.06

Subconsultants

FIRM NAME Lochmueller Group, Inc.
PRIME/SUPPLEMENT Prime - Old Troy Roundabout Phase II
PTB-ITEM # 1

DATE 02/06/23

NAME	Direct Labor Total	Contribution to Prime Consultant
Civil Design Inc.	11,826.00	1,182.60
SCI	7,655.66	765.57
		
Total	19,481.66	1,948.17

AVERAGE HOURLY PROJECT RATES

FIRM Lochmueller Group, Inc.
PTB-ITEM# 1
PRIME/SUPPLEMENT Prime - Old Troy Roundabout Phase II

DATE 02/06/23

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Admin/Project Mgmt			Data Collection & Review			Route Survey			Land Survey			Project Development Report			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Senior Project Manager IV	78.62	0.0																		
Senior Project Manager III	78.62	0.0																		
Senior Project Manager II	76.14	0.0																		
Senior Project Manager I	62.31	0.0																		
Senior Engineer I	61.40	68.0	6.14%	3.77																
Project Liaison	78.62	0.0																		
Project Engineer IV	57.13	354.0	31.98%	18.27	54	100.00%	57.13	4	25.00%	14.28	4	100.00%	57.13	8	100.00%	57.13	75	37.25%	21.29	
Project Engineer III	49.00	0.0																		
Project Engineer II	41.55	204.0	18.43%	7.66																
Project Engineer I	37.63	240.0	21.68%	8.16																
Environmental Specialist IV	49.08	8.0	0.72%	0.35																
Engineering Intern III	36.48	0.0																		
Engineering Intern II	33.43	0.0																		
Engineering Intern I	32.29	0.0																		
Engineering Designer IV	51.35	0.0																		
Engineering Designer III	42.51	233.0	21.05%	8.95																
Engineering Designer II	39.32	0.0																		
Engineering Designer I	35.18	0.0																		
Transportation Planner IV	43.50	0.0																		
Transportation Planner II	34.27	0.0																		
Graphic Designer	31.36	0.0																		
Administrative Assistant	25.06	0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
TOTALS		1107.0	100%	\$47.16	54.0	100.00%	\$57.13	16.0	100%	\$45.45	4.0	100%	\$57.13	8.0	100%	\$57.13	204.0	100%	\$46.11	

AVERAGE HOURLY PROJECT RATES

FIRM Lochmueller Group, Inc.

PTB-ITEM# 1

PRIME/SUPPLEMENT Prime - Old Troy Roundabout Phase II

DATE 02/06/23

SHEET 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Public Information Meeting			Final Roadway Plans			Geotech Summary Memo			ROW/Easement Design			Utility Coordination			Project Meetings			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Senior Project Manager IV	78.62																			
Senior Project Manager III	78.62																			
Senior Project Manager II	76.14																			
Senior Project Manager I	62.31																			
Senior Engineer I	61.40	8	16.67%	10.23																
Project Liaison	78.62																			
Project Engineer IV	57.13	16	33.33%	19.04	160	25.76%	14.72	4	100.00%	57.13	6	50.00%	28.57	8	16.67%	9.52	14	50.00%	28.57	
Project Engineer III	49.00																			
Project Engineer II	41.55	12	25.00%	10.39	120	19.32%	8.03				6	50.00%	20.77				14	50.00%	20.77	
Project Engineer I	37.63				120	19.32%	7.27							40	83.33%	31.36				
Environmental Specialist IV	49.08																			
Engineering Intern III	36.48																			
Engineering Intern II	33.43																			
Engineering Intern I	32.29																			
Engineering Designer IV	51.35																			
Engineering Designer III	42.51	12	25.00%	10.63	221	35.59%	15.13													
Engineering Designer II	39.32																			
Engineering Designer I	35.18																			
Transportation Planner IV	43.50																			
Transportation Planner II	34.27																			
Graphic Designer	31.36																			
Administrative Assistant	25.06																			
TOTALS		48.0	100%	\$50.29	621.0	100%	\$45.15	4.0	100%	\$57.13	12.0	100%	\$49.34	48.0	100%	\$40.88	28.0	100%	\$49.34	

AVERAGE HOURLY PROJECT RATES

FIRM Lochmueller Group, Inc.

PTB-ITEM# 1

PRIME/SUPPLEMENT Prime - Old Troy Roundabout Phase II

DATE 02/06/23

SHEET 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QC/QA																		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Senior Project Manager IV	78.62																			
Senior Project Manager III	78.62																			
Senior Project Manager II	76.14																			
Senior Project Manager I	62.31																			
Senior Engineer I	61.40		100.00%	61.40																
Project Liaison	78.62																			
Project Engineer IV	57.13																			
Project Engineer III	49.00																			
Project Engineer II	41.55																			
Project Engineer I	37.63																			
Environmental Specialist IV	49.08																			
Engineering Intern III	36.48																			
Engineering Intern II	33.43																			
Engineering Intern I	32.29																			
Engineering Designer IV	51.35																			
Engineering Designer III	42.51																			
Engineering Designer II	39.32																			
Engineering Designer I	35.18																			
Transportation Planner IV	43.50																			
Transportation Planner II	34.27																			
Graphic Designer	31.36																			
Administrative Assistant	25.06																			
TOTALS					60.0	100%	\$61.40	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0

AVERAGE HOURLY PROJECT RATES

FIRM Lochmueller Group, Inc.

PTB-ITEM# 1

PRIME/SUPPLEMENT

Prime - Old Troy Roundabout Phase II

DATE 02/06/23

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	1		2		3		4		5			
		Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.	Hours	% Part.		
Senior Project Manager IV	78.62												
Senior Project Manager III	78.62												
Senior Project Manager II	76.14												
Senior Project Manager I	62.31												
Senior Engineer I	61.40												
Project Liaison	78.62												
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Engineering Designer III	42.51												
Engineering Designer II	39.32												
Engineering Designer I	35.18												
Transportation Planner IV	43.50												
Transportation Planner II	34.27												
Graphic Designer	31.36												
Administrative Assistant	25.06												
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM

Lochmueller Group, Inc.

PTB-ITEM#

1

PRIME/SUPPLEMENT

Prime - Old Troy Roundabout Phase II

DATE

02/06/23

SHEET

5

OF

5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	1			2			3			4			5					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Senior Project Manager IV	78.62																		
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Transportation Planner IV	43.50																		
Transportation Planner II	34.27																		
Graphic Designer	31.36																		
Administrative Assistant	25.06																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



1928 SRA Bradley R. Smith Drive, Troy, Illinois 62294

Agreement

THIS AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2023 (the "Effective Date"), by and between City of Troy, Illinois, acting by and through its proper officials, hereinafter referred to as CLIENT, and Lochmueller Group, Inc., hereinafter referred to as CONSULTANT.

WITNESSETH

WHEREAS, the CLIENT desires to contract for Professional Services, and

WHEREAS, CONSULTANT has expressed a willingness to perform said services,

WHEREAS, the parties hereto agree that CONSULTANT shall provide the services and documents hereinafter described, in relation to the following described project: Preparation of the Project Development Report (PDR) and contract plans, specifications, and opinions or probable construction costs for the IL Route 162/Old Troy Road Roundabout. (the "PROJECT").

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

SECTION I BASIC SERVICES BY CONSULTANT

The basic services to be provided by CONSULTANT under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

The information and services to be furnished by the CLIENT are as set forth in Appendix "B" attached hereto and incorporated herein by reference.

SECTION III SCHEDULE

CONSULTANT shall deliver the Services to the CLIENT in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference. The CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from delays for causes beyond CONSULTANT's control. In addition, if the delays resulting from any such causes increase the cost or time by CONSULTANT to perform its Services in an efficient manner, CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

SECTION IV COMPENSATION

CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

SECTION V **GENERAL PROVISIONS**

1.0 **WORK OFFICE**

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

2.0 **SUBCONSULTANTS**

If CLIENT requests that CONSULTANT subcontract certain geotechnical services on behalf of the CLIENT, CONSULTANT agrees to do so only as an accommodation to the CLIENT and in reliance upon the CLIENT's assurance that the CLIENT will make no claim to bring any action at law or in equity against CONSULTANT as a result of this subcontracted service. The CLIENT understands that CONSULTANT is neither trained nor knowledgeable in the procedures or results of the subconsultant's services and the CLIENT shall not rely upon CONSULTANT to check the quality or accuracy of their services. In addition, the CLIENT agrees to the fullest extent permitted by law to indemnify and hold CONSULTANT harmless from any damage, liability, or cost (including attorneys' fees and costs of defense) arising from the services performed by this subconsultant except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of CONSULTANT.

3.0 **STANDARDS OF PERFORMANCE**

3.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

3.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies CLIENT discovers without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

3.3 CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.

3.4 CONSULTANT and CLIENT shall comply with applicable laws or regulations and Client-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of

this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

3.5 CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

3.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

3.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by CLIENT without consultation and advice of CONSULTANT.

3.8 All opinions of probable construction cost to be provided by CONSULTANT shall represent the best judgement of CONSULTANT based upon the information currently available and upon CONSULTANT's background and experience with respect to projects of this nature. It is recognized, however, that neither CONSULTANT nor the CLIENT has control over the cost of labor, materials, or equipment, over contractor's method of determining cost of services, or over competitive bidding, market or negotiating conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

4.0 **AUTHORIZED PROJECT REPRESENTATIVES**

Contemporaneous with the execution of this agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

5.0 OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the CLIENT upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the documents shall be available to CLIENT. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from, or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

6.0 ELECTRONIC MEDIA

Data, words, graphical representations, and drawings that are stored on electronic media such as computer disks and magnetic tapes, or which are transmitted electronically, may be subject to uncontrollable alteration. CLIENT agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

7.0 ACCESS TO RECORDS

CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the CLIENT and copies thereof shall be furnished if requested.

8.0 COMPLIANCE WITH STATE AND OTHER LAWS

CONSULTANT specifically agrees that in performance of the Services herein enumerated by it or by a subconsultant or anyone acting in behalf of either, that it or they will exercise customary professional skill and care in its efforts to comply with applicable State, Federal, and Local Statutes, Ordinances and Regulations and assist the CLIENT in obtaining all permits that are applicable to the entry into and the performance of this Agreement.

9.0 ALLOCATION OF RISKS – INDEMNIFICATION

9.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.

9.2 To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and CONSULTANT's subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

9.3 To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals and shall not exceed the appropriate insurance coverage limits set forth under Item 13.0 of Section V of this Agreement.

9.4 In addition to the indemnity provided under Paragraph 9.2 above, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 9.4 shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

9.5 CONSULTANT shall not be responsible for the means, methods, and techniques of any construction contractor in the prosecution of its work on a project for which CONSULTANT provides services, nor for the construction contractor(s)' and their subcontractor's safety programs, training or compliance with safety requirements of any federal or state agency.

9.6 Notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CONSULTANT's performance or non-performance of the Agreement. CLIENT will look solely to CONSULTANT for its remedy for any claim arising out of or related to this Agreement.

10.0 **RESERVED**

11.0 **STATUS OF CLAIMS**

CONSULTANT shall be responsible for keeping the CLIENT currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from Services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to CLIENT within thirty (30) days.

12.0 **DISPUTE RESOLUTION - JURISDICTION AND VENUE**

This Agreement is to be governed by and interpreted in accordance with the law of the State where the project is located. If either CLIENT or CONSULTANT has a Claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate a settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and with a neutral third-party

mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting the mediation, the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.

13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

CONSULTANT shall procure and maintain, until final payment by CLIENT for the Services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Illinois covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to CLIENT, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish CLIENT with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the CLIENT. In the event that such written notice of change or cancellation is given, CLIENT may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

13.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.

13.2 Commercial General Liability Insurance (naming the CLIENT as an additional insured) with limits of liability to be not less than \$1,000,000 per occurrence, including bodily injury and property damage, and not less than \$2,000,000 aggregate.

13.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than \$1,000,000 for each accident.

13.4 Professional Liability Insurance in the amount of at least ~~\$1,000,000~~ per claim and aggregate.

\$3,000,000

DP

14.0 CHANGES IN THE SERVICES

In the event the CLIENT requires a change in the Services, after the Services have progressed as directed by the CLIENT, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the CLIENT in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until an amendment to this agreement is executed and CONSULTANT is authorized to proceed with the changes of scope in writing by the CLIENT.

15.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT shall, upon final payment of compensation due to the CONSULTANT, deliver to the CLIENT all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the CLIENT. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as made by the CLIENT in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

16.0 NON-DISCRIMINATION

Pursuant to I.C. 22-9-1-10, CONSULTANT, and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

17.0 SUCCESSORS AND ASSIGNEES

The CLIENT, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators, and assignees, to the other party of this Agreement and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense, or privilege under this Agreement without the written consent of the other party and any such purported assignment in violation of this provision is void *ab initio*. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18.0 ENTIRE AGREEMENT – AMENDMENTS

This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

19.0 NON-WAIVER

It is agreed and acknowledged that no action or failure to act by CLIENT or CONSULTANT as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of

or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

20.0 DURATION OF AGREEMENT

If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix "C" of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT's services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

21.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions, disease, or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

22.0 HAZARDOUS ENVIRONMENTAL CONDITION

22.1 CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

22.2 CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity, and location.

22.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable laws and regulations, appropriate governmental officials.

22.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (ii) warrants that the Site is in full compliance with applicable laws and regulations.

22.5 CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and

Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with CONSULTANT's activities under this Agreement.

22.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) day notice.

23.0 NOTICES

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt requested:

If to CONSULTANT: Lochmueller Group, Inc.
 6200 Vogel Road
 Evansville, Indiana 47715

If to CLIENT: City of Troy
 116 East Market Street
 Troy, Illinois 62294

24.0 GOVERNING LAW

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

25.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees. Also, pursuant to I.C. 22-5-1.7, CONSULTANT must execute an affidavit affirming that the CONSULTANT does not knowingly employ an unauthorized alien and confirming CONSULTANT's enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the CLIENT prior to the execution of this Agreement.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CONSULTANT that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this

certification throughout the duration of the term of a contract with a sub-consultant. The CLIENT may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the CLIENT.

26.0 INDEPENDENT CONTRACTOR STATUS

During the entire term of this Agreement, CONSULTANT shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the CLIENT.

27.0 SEVERABILITY

The invalidity, illegality or unenforceability of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

28.0 HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement

29.0 NON-COLLUSION

The above-signed attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.

CONSULTANT



Steve Coates, PE
Illinois Regional Leader

CITY OF TROY



David Nonn
Mayor, CPFF

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APPENDIX "A"

PROJECT DESCRIPTION

The project consists of the preparation of the Project Development Report (PDR) and contract plans, specifications, and estimates for the IL Route 162/Old Troy Road Roundabout. The plans will be prepared in accordance with the Intersection Design Study prepared by IDOT, approved on March 20, 2018, and the subsequent geometry revisions approved by IDOT on August 21, 2020 and November 24, 2021.

SCOPE OF SERVICES

- 1.0 ADMINISTRATION/PROJECT MANAGEMENT
 - 1.1 Prepare monthly invoices and progress reports and review and approve subconsultant invoices.
 - 1.2 Provide general oversight of the project by the designated Project Manager whereby he/she provides weekly direction to the design staff and subconsultant, including maintenance of project files and updating the City on project status and coordination of design issues.
- 2.0 DATA COLLECTION AND REVIEW
 - 2.1 Obtain and review any updated existing studies, reports, plans, previous surveys, right-of-way information, and utility information.
 - 2.2 Perform up to two (2) field trips to the project site to confirm the existing conditions and the data collected in Task 2.1.
- 3.0 ROUTE SURVEY
 - 3.1 Provide up to two (2) days of pick-up survey and required office time to incorporate the survey into the existing CAD files and surface model.
 - 3.2 Review the existing field conditions and the topographic file to identify any pick-up survey that may be required and coordinate the scope of the survey with the survey subconsultant.
- 4.0 LAND SURVEY
 - 4.1 Review online parcel information and update property owner names and parcel identification numbers if necessary.
 - 4.2 Prepare Plat of Highways and metes and bounds legal descriptions for up to two (2) permanent right-of-way acquisitions and four (4) permanent and/or temporary easements along reconstructed IL Route 162 Drive or Old Troy Road. Develop the Plat of Highways based upon the proposed right-of-way and easement design developed. Coordinate preparation of the Plat of Highways and legal descriptions and perform a cursory review of these documents. Coordinate

the Plat of Highways with IDOT.

- 4.3 Pin the corners of the proposed permanent right-of-way and permanent easements and stake the corners of the proposed temporary easements.

5.0 PROJECT DEVELOPMENT REPORT

- 5.1 Prepare the narrative and compile the attachments for the Preliminary Project Development Report (PDR) for the IL Route 162/Old Troy Road Roundabout project. It is assumed that this project will qualify as a Group II Categorical Exclusion (CE) requiring the use of BLR 22210 for the PDR. The PDR will be prepared in accordance with Section 22-2.11 of the BLR&S Manual. This effort includes compilation and submittal of the Preliminary PDR. The attachments include the following:

- Location Maps and Functional Classification Map
- Existing and Proposed Typical Sections
- Plan and Profile Sheets
- Drainage Plan and Profile Sheets
- Approved Intersection Design Study (completed by IDOT)
- Crash Analysis Coordination, Data and Results
- Floodplain Map
- Preliminary Environmental Site Assessment (PESA) Results
- Environmental Clearances and Correspondence
- Public Involvement
- IDOT/FHWA Bi-Monthly Coordination Meeting Minutes
- Approval of Design Variance
- Concept Maintenance of Traffic Plans and Alternate Route Detour Signing
- Hazardous Mailbox Survey Results
- Complete Streets Analysis Approval Letter
- Project Photographs

- 5.2 Secure and analyze crash data received from IDOT and the Madison County Sherriff's Department for the most recent five-year period and prepare a Crash Analysis Summary Memorandum. The crash data and Crash Analysis Summary Memorandum will be summarized in the PDR narrative and included as attachment. Per the BLR&S Manual, a field review will be conducted as part of the crash analysis and findings documented in the Crash Analysis Summary Memorandum.

- 5.3 Prepare and submit an Environmental Survey Request (ESR) along with any necessary attachments to IDOT. The ESR will be prepared assuming federal

funds are involved in the project. The primary purpose of the ESR will be to secure cultural, biological, and wetland resource clearance.

- 5.4 Perform the environmental screening for the portion outside state right of way. It is assumed that this this area will pass level 2 screening criteria and thus not require a PESA. The environmental and PESA results will be included as an attachment to the PDR.
 - 5.5 Prepare the Level One and Level Two Approval of Design Variance form (BLR 22120) and any associated variance justification for approval by IDOT. This form will be included as an attachment in the PDR and any necessary variances approved by IDOT concurrent with approval of the PDR.
 - 5.6 Prepare preliminary Maintenance of Traffic (MOT) plan sheets for inclusion as an attachment to the PDR. The MOT plan sheets will include preliminary Sequence of Construction Plan Sheet, MOT Stage Construction Plan Sheets, and Alternate Route Detour Signing Plan Sheet.
 - 5.7 Conduct a Hazardous Mailbox Support survey of the project limits and document the findings and perform any necessary coordination (i.e. certified letters to property owners, letter to Postmaster, etc.) for inclusion in the PDR.
 - 5.8 Prepare a Complete Streets Analysis and include the IDOT approval letter in the PDR as an attachment.
 - 5.9 Obtain and compile project photographs for inclusion in the PDR as an attachment.
 - 5.10 Prepare two submittals of the PDR to IDOT for approval. Make revisions based off IDOT comments, prepare a disposition of comments, and compile and submit the Final PDR to IDOT for approval.
- 6.0 PUBLIC INFORMATION MEETING
- 6.1 Prepare exhibits and conduct one (1) Public Informational Meeting (PIM) with two (2) CONSULTANT team members. The anticipated exhibit to be developed for use at the PIM is as follows:
 - Plan View of Project Showing Existing Conditions, Proposed Improvements, Existing ROW and Property Lines, and Proposed ROW and/or Easements on an Aerial Photograph*
- *Note: It is assumed that the Lochmueller will access the aerial photography available on East West Gateway Coordinating Council's website for use during development of the Plan View exhibit. The Consultant has included no direct costs for purchase of aerial photography in the proposal.
- 6.2 Provide the PIM sign-in sheet and also prepare a meeting handout/comment form for distribution to PIM attendees which explains the proposed improvements and offers an opportunity for public comment. It is assumed that

25 handout/comment forms will be brought to the PIM.

- 6.3 Prepare and send notification letters to all property owners located within project limits two weeks in advance of the PIM.
- 6.4 Prepare the PIM advertisement and coordinate placement of the article in up to two (2) local newspapers of the CLIENT's choosing. The cost of the advertisements will be paid directly by the CLIENT. CONSULTANT will also secure copies of the certification of publication for these advertisements.
- 6.5 Review comments received at the PIM and summarize the public's input in a Public Involvement Memorandum. This memorandum will be included as an attachment to the PDR.

7.0 FINAL ROADWAY PLANS, SPECIFICATIONS, AND OPINIONS OF PROBABLE CONSTRUCTION COSTS

- 7.1 Address any preliminary plan comments and prepare pre-final, and final plans for the IL Route 162/Old Troy Road Roundabout Project in accordance with the approved IDS. The plan set will include the following:

- Cover Sheet
- Index of Sheets and General Notes
- Summary of Quantities
- Typical Sections
- Schedule of Quantities
- Horizontal Control and Tie Points
- Plan Sheets
- Profile Sheets
- Sequence of Construction Sheet
- MOT Stage Construction Sheets
- Alternate Route Detour Signing Plan Sheet
- Erosion and Sediment Control Sheets
- Drainage Plan Sheets
- Drainage Profile Sheets
- Roundabout Geometrics Sheet
- Roundabout Elevation and Island Detail Sheets
- Jointing Details
- Pavement Marking and Signing Sheets
- Special Sign Details
- Removal Sheets
- Entrance Details
- Miscellaneous Details

- Curb Ramp Details
 - Drainage Cross Sections
 - Cross Sections
 - SWPPP Plan (BDE 2342)
 - Earthwork Cuts/Fills
 - Pre-Final and Final Quantity Calculations & Checks
 - Pre-Final and Final Unique Special Provisions
 - Pre-Final and Final Check Sheets
 - Pre-Final and Final Estimate of Time
 - Pre-Final and Final Opinions of Probable Construction Costs
 - Disposition of IDOT Comments
- 7.2 Refine the Sequence of Construction from the preliminary design and develop Maintenance of Traffic (MOT) Stage Construction Plan Sheets and signing layout for the Alternate Route Signing Plan Sheet.
- 7.3 Prepare the permanent Signing Design for inclusion in the Final Plans.
- 7.3.1 Determine and provide permanent signing design for the project. The permanent sign types and locations will be depicted on the Pavement Marking and Signing plan sheets. Prepare Special Sign Details for any special signs to be installed on the project for inclusion in the Final Plans.
- 7.3.2 Prepare the sign schedule (including sign sizes) and determine and develop the pay items, quantities, and project specific special provisions required for the sign design. It is assumed that standard metal posts will be utilized for the new sign posts in lieu of decorative posts.
- 8.0 **GEOTECHNICAL SUMMARY MEMORANDUM**
Cause or cause to be made a geotechnical investigation.
- 8.1 Perform geotechnical exploration and analysis (including pavement cores and hand augers) and prepare a Geotechnical Summary Memorandum outlining findings. This memorandum will also include subgrade treatment and fill placement recommendations for proposed work along IL Route 162 and Old Troy Road.
- 8.2 Review Geotechnical Summary Memorandum and incorporate recommendations into the roadway plans.
- 9.0 **RIGHT OF WAY AND EASEMENT DESIGN**
Determine the anticipated construction limits and develop the proposed right-of-way (ROW) and easement design for the project. Coordinate the preliminary ROW/easement design with the CLIENT and IDOT prior to the development of Plat of Highways for the project.
- 10.0 **UTILITY COORDINATION**

- 10.1 Review provided pole locations and coordinate utility agreements.
 - 10.2 Distribute (by certified mail) preliminary and pre-final plans to utility companies with facilities within the project limits and plotting any obtained data in the existing topography.
 - 10.3 Review and identify anticipated utility conflicts as a result of the proposed improvements and coordinate with those affected utility companies regarding anticipated utility relocation costs and schedule for relocation. Lochmueller has assumed that the utility owner will be responsible for design and relocation of their facilities.
- 11.0 PROJECT MEETINGS
- 11.1 Attend up to four (4) project meetings with CLIENT staff or other stakeholders to discuss status and design issues. This effort includes meeting preparation time (agenda, handouts, etc.), attendance at the meeting, and preparation of meeting minutes.
 - 11.2 Attend two (2) IDOT/FHWA Bi-Monthly Coordination meetings to present the project to IDOT and FHWA and obtain Categorical Exclusion Concurrence, present design variances (if applicable), and coordinate any design-related issues. This effort includes meeting preparation time (agenda, fact sheet, handouts, etc.), attendance at the meeting, and preparation and release of meeting minutes.
- 12.0 QA/QC
- Perform QA/QC for implementation and documentation of the Consultant's Quality Control plan.
- 13.0 Design Assumptions
- 13.1 This project will be funded with federal Congestion Mitigation and Air Quality (CMAQ) Program funds and advertised for a state letting. CONSULTANT has assumed a 15 month project duration and 12 month design schedule with a targeted Spring 2024 letting date to align major construction activities with the summer break for the adjacent schools.
 - 13.2 Project Development Report and design plans, specifications, and bid documents will be prepared in accordance with the IDOT Local Roads and Streets Manual following 3R guidelines for federal funded projects.
 - 13.3 IDOT approved Intersection Design Study (IDS) and associated roadway geometry will not require additional revisions during development of the roadway plans.
 - 13.4 Proposed work along Old Troy Road will require pavement reconstruction due to the proposed profile grade raise at the roundabout.
 - 13.5 proposed work along IL Route 162 on the approach to the new roundabout will

begin as a widening and resurfacing operation and then switch to pavement reconstruction as it approaches the roundabout.

- 13.6 Three distinctive pavement designs will be required on this project. The pavement designs will include Old Troy Road pavement reconstruction, IL Route 162 widening and resurfacing, and IL Route 162 pavement reconstruction.
- 13.7 Design plans will include construction of curb ramps and crosswalk across the north leg and proposed grading berms along the north side for accommodation of a future shared use path.
- 13.8 Proposed street lighting will be limited to installation of Ameren light poles at the new roundabout. No provisions will be included for adding street lighting on approach roadways leading to the new roundabout. The existing light pole at the intersection will be impacted by construction activities and removed.
- 13.9 Design of a new storm sewer system will be required due to the addition of new curb and gutter on all approaches to the new roundabout. Ditch re-grading will also be required along IL Route 162 and Old Troy Road. Storm sewer system and re-graded ditches will be directed to existing crossroad culverts located near the Goshen Trail structure. These culverts ultimately direct drainage to an existing outfall in the southeast quadrant that has been assumed to remain in place.
- 13.10 No modifications will be required to the Madison County Transit (MCT) District Goshen Trail structure and shared use path. Reconstruction of the southernmost entrance into the MCT park-n-ride facility along Old Troy Road is anticipated due to profile and roadway width adjustments.
- 13.11 Following assumptions with regard to maintenance of traffic (MOT):
 - IDOT staff provided the following feedback regarding MOT assumptions on this project:
 - IL Route 162 is not categorized as a significant route so a formal Work Zone Traffic Management Plan should not be required.
 - During development of the MOT schemes, IDOT will require that one lane of traffic be maintained along IL Route 162 at all times via temporary traffic signals.
 - IDOT will not allow Old Troy Road to remain open to traffic while IL Route 162 is reduced to one lane.
 - Due to potential queuing issues, IDOT may require Alternate Route Detour signing to provide motorists with an alternate route to avoid the work zone.
 - Developed hours for the MOT sheets assuming the following staging scheme (one pre-stage and three stages):

- Pre-Stage 1 – Construct temporary pavement where necessary for Stage 2 traffic. A temporary lane closure (day only) will be used on IL Route 162 to construct temporary pavement.
 - Stage 1 – Close Old Troy Road to traffic and reconstruct north leg on new profile. Maintain two lanes of traffic on IL Route 162 during Stage 1.
 - Stage 2 – Close westbound lane on IL Route 162 and widen and/or reconstruct north half of IL Route 162. Utilize temporary traffic signals to maintain one lane of traffic on IL Route 162 utilizing portion of existing eastbound lane and Pre-Stage 1 temporary pavement. Old Troy Road remains closed during this stage.
 - Stage 3 – Close eastbound lane on IL Route 162 and widen and/or reconstruct south half of IL Route 162. Utilize temporary traffic signals to maintain one lane of traffic on IL Route 162 utilizing pavement constructed in Stage 2. Old Troy Road remains closed during this stage.
- Preparation of an Alternate Route Detour Signing plan via I-55/I-270/IL Route 159.
- 13.12 IDOT will perform the Special Waste Assessment (SWA), Preliminary Environmental Site Evaluation (PESA), and Preliminary Site Investigation (PSI) for project, if needed, since a great majority of the work is within State right of way.
- 13.13 Hydraulic modeling, other than typical roadway storm sewer and ditch design, and waterway permitting will not be required on this project.
- 13.14 Land acquisition services (appraisals, appraisal reviews, and negotiations) are not a component of this Scope of Services. This work will be addressed in a separate land acquisition services agreement.
- 13.15 Shop Drawing Review, Phase III Design Consultation, and Construction Engineering and Material Testing is not a component of this Scope of Services. This work will be addressed in a separate construction engineering services agreement.

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APPENDIX "C"

SCHEDULE

CONSULTANT shall promptly commence Services upon receipt of a written notice to proceed and shall complete the Services in accordance with the schedule:

Notice to Proceed	May 2023
Submit ESR to IDOT	May 2023
Submit Preliminary Plans to City	August 2023
Submit PDR to IDOT	September 2023
Submit Pre-Final Plans to City	December 2023
PDR Approved	January 2024
Begin Right of Way Acquisition	January 2024
Submit Pre-final Plans to IDOT	January 2024
Submit Final PS&E to IDOT	March 2024
Submit Right of Way Certification to IDOT	April 2024
Project Letting	June 2024

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APPENDIX "D"

COMPENSATION

1.0 AMOUNT OF PAYMENT

- 1.1 The CONSULTANT shall receive compensation for such professional services under Appendix "A" of this Agreement actual cost plus a fixed fee of \$21,265.00, with a ceiling established for said services in the amount of \$191,772.00, which amount shall not be exceeded unless approved in writing by the CLIENT.

2.0 METHOD OF PAYMENT

- 2.1 The CONSULTANT shall submit invoices to the client on a monthly basis for services rendered. In no event shall the total of the CONSULTANT's invoices exceed the amount provided in this Appendix "D" without prior approval as provided elsewhere in this Agreement.
- 2.2 The CLIENT shall pay the CONSULTANT for said invoices within thirty (30) calendar days for CONSULTANT's services. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.**

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