

**RECORDING
NOT REQUIRED**

RETURN TO:

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

**CITY OF TROY
RESOLUTION 2023-47**

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT FOR PE SERVICES WITH OATES ASSOCIATES AND
APPRAISAL SERVICES WITH DJ HOWARD AND ASSOCIATES, INC.**

**ADOPTED BY THE CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 20TH DAY OF NOVEMBER 2023**

RESOLUTION NO. 2023 - 47

A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PE SERVICES WITH OATES ASSOCIATES AND APPRAISAL SERVICES WITH DJ HOWARD AND ASSOCIATES, INC.

WHEREAS, the City of Troy, Illinois (“City”) and Oates Associates have previously worked together on numerous projects, to include engineering for the Troy-O’Fallon Road Turn Lane at Country Lane; and

WHEREAS, the City is wishing to expand the scope of the original agreement with Oates Associates to include Right of Way (ROW) work; and

WHEREAS, a copy of a Supplemental Agreement for PE Services provided by Oates Associates (Exhibit A) and an Agreement for Appraisals and Land Acquisition Services provided by DJ Howard and Associates, Inc (Exhibit B) for said services on behalf of the City is hereby attached hereto as Exhibits “A” and “B”, and made a part hereof; and

WHEREAS, the City intends to utilize MFT funds for the expanded work of Oates Associates and General Revenue for the work of DJ Howard and Associates, Inc: and

WHEREAS, the City Council for the City has determined that it is in the best interest of the City to enter into these Agreements with Oates Associates and DJ Howard and Associates, Inc to complete this project.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois is hereby authorized to execute and enter into the attached Agreements with Oates Associates and DJ Howard and Associates Inc, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 20th day of November, 2023.

Aldermen:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</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>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>ABSENT</u>	Abstain:	<u>0</u>



APPROVED
By: David Nonn
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:
By: Kimberly Thomas
KIMBERLY THOMAS, Clerk
City of Troy, Illinois

DJ HOWARD AND ASSOCIATES, INC.

Real Estate Appraisal and Consulting

820 Broadway
Highland, Illinois 62249

Phone (618) 654-7790

Fax (618) 654-7792

March 15, 2023

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

RE: Land Acquisition Services
City of Troy
Troy- O'Fallon Road/Country Road
Troy, Illinois

Dear Mr. Keeven:

This letter shall serve as our proposal to perform land acquisition services for the City of Troy for the Troy-O'Fallon Road/Country Lane intersection. Our firm is well versed in providing appraisal and appraisal review services for local agencies working with State and Federal Funding. We also provide negotiation and land acquisition services in order to assist you in obtaining IDOT Certification. In addition, our firm is Certified as a Disadvantaged Business Enterprise by the Illinois Department of Transportation.

The scope of our appraisal services will include, but not be limited to the following activities:

- We will make an inspection of each of the properties included in the project and the areas included in the proposed acquisition and temporary construction easements for each property.
- We will collect the necessary market data and make such investigations and studies as are necessary to derive sound conclusions for the preparation of appraisal reports in accordance with the Land Acquisition Policies and Procedures Manual (LAPPM).
- Based upon our initial review of the provided exhibits, it appears that the appropriate report format will be Value Finding Format Reports for each of the three properties included in this project. In addition, we can provide Reviews of the Value Finding Format as required for these types of projects. Our fees will include providing an electronic version of the reports and all out-of-pocket expenditures.
- The stated fees will also include any necessary revisions as a result of the Review of the Value Finding Format Reports, whether completed by DJ Howard and Associates or another reviewer.

- Revisions to the appraisal as a result in design changes will be subject to additional appraisal fees depending upon scope of revision.
- We understand that time is of the essence and the appraisals will be completed within four weeks from the notice to proceed. Reviews of the appraisals can be completed within two weeks following the completion of the appraisal reports. Therefore, the appraisal/review certification portion of the project will take no more than six weeks from the notice to proceed.
- The fees for these services will be \$1,500 each for the three Value Finding Appraisal Reports. The desk reviews can be completed for \$750 each for a total appraisal and appraisal review fee per parcel of \$2,250. Therefore, the total appraisal/appraisal review fees will be \$6,750. Should the project size and number of parcels included in the project change, we reserve the right to revise our per parcel fee for each service. Furthermore, if final plans result in a non-complex appraisal report and field review be required, we reserve the right to revise our fee structure. Any revisions in fees will be presented in writing and will become effective only after written acceptance from the client.
- The next step in the process is to negotiate with the property owners to obtain the right of way and temporary construction easements. We will prepare offer letters to each of the property owners for your signature. We then meet with the property owners to discuss the project and negotiate the compensation. The fee for this phase includes preparing all required documents for land acquisition, such as the deeds and easement documents, negotiators report, PTAX forms, recording the documents, preparing payment receipt documents and project reports required to certify the project with IDOT. The final step in this process will be to submit necessary paperwork to IDOT to obtain certification of the project. The fee for this portion of the project is \$2,800 per parcel, or \$8,400.

Therefore, the total fee for the land acquisition services to be provided by DJ Howard & Associates, Inc is \$15,150. Please let me know if you have any questions regarding this proposal and I look forward to hearing from you soon.

Sincerely,

DJ HOWARD & ASSOCIATES, INC.



Donna J. Howard, MAI
Illinois State Certified
General Real Estate Appraiser
553001267



Accepted by

22 NOV 2023
Date

Troy-Ofallon Road / Country Lane Intersection - Land Acquisition Impacts

NO.	PARCEL NO.	PARCEL ADDRESS	OWNER	ROW (SQ FT)	ESMT (SQ FT)	TCE (SQ FT)
1	09-1-22-15-00-000-001	1458 TROY OFALLON RD TROY, IL 62294	PM OFFICE PARK LLC	18,650		
2	09-2-22-15-13-301-001	8408 COUNTRY LN TROY, IL 62294	HUNNICUTT CLARK, AARON L		1,690	
3	09-2-22-15-13-301-002	TROY OFALLON RD TROY, IL 62294	HUNNICUTT CLARK, AARON L		650	



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Troy	Madison	19-00035-00-PV	P-98-023-20
Project Number	Contact Name	Phone Number	Email
QVWN(284)	Jay Keeven	(618) 667-9924	jkeeven@troyil.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Troy-O'Fallon Road	FAS 9393	0.40	n/a
Location Termini			<input type="button" value="Add Location"/>
Intersection of Troy-O'Fallon Road and Country Lane			<input type="button" value="Remove Location"/>

Project Description
 Roadway widening along Troy-O'Fallon Road to construct a southbound left-turn lane onto Country Lane. The project will also include grading to accommodate a future pedestrian path on the west side of the road. The intersection improvements will include exclusive westbound left and right turn lanes on Country Lane, the east leg of the intersection that will remain stop-controlled.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Oates Associates, Inc.	Bill Tindall	(618) 345-2200	bill.tindall@oatesassociates.com
Address	City	State	Zip Code
100 Lanter Court, Suite 1	Collinsville	IL	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 Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

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

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

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

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

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

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

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

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

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

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

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

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Oates Associates, Inc.	37-1256935	\$57,034.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$57,034.00
Total for all work		\$57,034.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

By (Signature & Date)

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Troy	Oates Associates, Inc.	Madison	19-00035-00-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

ROW Services will consist of:
Review of Title Commitments
Parcel Plats and Legal Descriptions for 3 parcels

PE Services will consist of:
Drainage computations for 1,000 ft of storm sewer.
Corridor modeling, analysis and coordination for road widening alternatives to accommodate pedestrian path.
Drainage plan set for storm sewer, additional pay items, schedules, and construction details for the final plans.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Troy	Oates Associates, Inc.	Madison	19-00035-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated Authorization	Dec 2023
Intersection Design Study	Dec 2023
Project Report Submittal	Dec 2023
Final PSE Submittal	Jan 2024
ROW Acquisition	Jun 2024
Letting Date	Aug 2024

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Troy	Oates Associates, Inc.	Madison	19-00035-00-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 checked="" 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 checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

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

Project Criteria	Weighting
Technical Approach	15%
Firm Experience	15%
Specialized Expertise	15%
Staff Capabilities	15%
Work Load Capacity	10%
Past Performance	10%
In State or Local Presence	10%
Participation of Qualifies & Certified DBE Sub Consultant	10%

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

Top three consultants ranked for this project in order

1	Oates Associates
2	Lochmueller Group
3	Volkert

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	
City of Troy	Oates Associates, Inc.	Madison	19-00035-00-PV	
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 checked="" type="checkbox"/>
14	QBS according to State requirements used?		<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?		<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).		<input type="checkbox"/>	<input type="checkbox"/>



Local Public Agency **County** **Section Number**
Prime Consultant (Firm) Name **Prepared By** **Date**
Consultant / Subconsultant Name **Job Number**

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM **MONTHS** **OVERHEAD RATE**
START DATE **COMPLEXITY FACTOR**
RAISE DATE **% OF RAISE**
END DATE

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	8/1/2023	7/1/2024	11	91.67%	
1	7/2/2024	8/1/2024	1	8.50%	

The total escalation = 0.17%

Local Public Agency	County	Section Number
City of Troy	Madison	19-00035-00-PV
Consultant / Subconsultant Name		Job Number
Oates Associates, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.17%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
PRINCIPAL	\$85.37	\$85.51
SR. PROFESSIONAL II	\$80.17	\$80.30
SR. PROFESSIONAL I	\$74.64	\$74.76
PROFESSIONAL IV	\$66.59	\$66.70
PROFESSIONAL III	\$61.05	\$61.15
PROFESSIONAL II	\$48.55	\$48.63
PROFESSIONAL I	\$41.22	\$41.29
JUNIOR PROFESSIONAL	\$37.58	\$37.64
TECHNICIAN III	\$57.57	\$57.67
TECHNICIAN II	\$40.75	\$40.82
TECHNICIAN I	\$30.10	\$30.15
TECHNICIAN	\$21.15	\$21.19
TECHNICIAN INTERN	\$20.60	\$20.63

Local Public Agency

City of Troy

County

Madison

Section Number

19-00035-00-PV

Consultant / Subconsultant Name

Oates Associates, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			DRAINAGE			PRELIMINARY PLANS - ROAD			FINAL PLANS - ROAD			RIGHT OF WAY			ADMINISTRATION/ MANAGEMENT			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
PRINCIPAL	85.51	12.0	2.58%	2.20																
SR. PROFESSIONAL II	80.30	6.0	1.29%	1.03																
SR. PROFESSIONAL I	74.76																			
PROFESSIONAL IV	66.70	78.0	16.74%	11.16	12	9.68%	6.45	28	13.21%	8.81	8	14.29%	9.53	16	33.33%	22.23	14	77.78%	51.88	
PROFESSIONAL III	61.15																			
PROFESSIONAL II	48.63	12.0	2.58%	1.25																
PROFESSIONAL I	41.29	28.0	6.01%	2.48	24	19.35%	7.99				4	7.14%	2.95	12	25.00%	12.16				
JUNIOR PROFESSIONAL	37.64	246.0	52.79%	19.87	88	70.97%	26.71	98	46.23%	17.40	44	78.57%	29.58	16	33.33%	12.55				
TECHNICIAN III	57.67																			
TECHNICIAN II	40.82																			
TECHNICIAN I	30.15																			
TECHNICIAN	21.19																			
TECHNICIAN INTERN	20.63	84.0	18.03%	3.72				84	39.62%	8.18										
TOTALS		466.0	100%	\$41.72	124.0	100.00%	\$41.16	212.0	100%	\$35.14	56.0	100%	\$42.05	48.0	100%	\$53.63	18.0	100%	\$70.88	

Local Public Agency

City of Troy

County

Madison

Section Number

19-00035-00-PV

Consultant / Subconsultant Name

Oates Associates, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC																					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
PRINCIPAL	85.51	8	100.00%	85.51																			
SR. PROFESSIONAL II	80.30																						
SR. PROFESSIONAL I	74.76																						
PROFESSIONAL IV	66.70																						
PROFESSIONAL III	61.15																						
PROFESSIONAL II	48.63																						
PROFESSIONAL I	41.29																						
JUNIOR PROFESSIONAL	37.64																						
TECHNICIAN III	57.67																						
TECHNICIAN II	40.82																						
TECHNICIAN I	30.15																						
TECHNICIAN	21.19																						
TECHNICIAN INTERN	20.63																						
TOTALS		8.0	100%	\$85.51	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	

Local Public Agency

City of Troy

County

Madison

Section Number

19-00035-00-PV

Consultant / Subconsultant Name

Oates Associates, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost	3	\$350.00	\$1,050.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
TOTAL DIRECT COSTS:				\$1,050.00

ESTIMATE OF PERSON HOURS

PROJECT: Troy-O'Fallon Road and Country Lane Intersection
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oates Associates, Inc.
 JOB NO.: 220028.001
 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
INTERSECTION DESIGN STUDY															
2.1 traffic study															
signal warrants (tabulate and summarize)															run signal warrants for future forecasts and alternate scenarios
trip generation															150 homes and business in the northeast quadrant of intersection
trip distribution / assignment															
2.2 analysis															
capacity analysis (HCS) AM & PM															
reporting															
3.5 DRAINAGE															
3.5.1 storm sewer design		12	8	8			24	88						124	Storm sewer for 1,000 ft on west side of Troy-O'Fallon Rd. And convert two existing culverts under Country Ln into one proposed pipe culvert.
storm sewer schematic layout			2	2			12	56						76	14 structures anticipated
drainage area computations			1	1		4	4	14						19	1 hr per drainage area
inlet computations / type, size and layout			1	1		2	2	14						17	inlet spacing/encroachment, structure sizing
storm sewer computations / type and size			1	1		2	2	8						11	trunk line and laterals
area inlet swale checks			1	1		2	2	8						11	
final storm sewer layout			2	2		2	2	8						12	layout and computation updates
3.5.2 culvert design															
schematic drainage layout			4	4		4	4	16						24	Analyze 2 existing culverts and one proposed culvert
drainage area computations			1	1		1	1	1						1	included in original scope
discharge computations			1	1		1	1	4						2	anticipates 1 drainage area shared by culverts
culvert hydraulics			1	1		1	1	4						6	anticipates 2 scenarios; EX vs PR
culvert profile and layout			1	1		1	2	2						3	
outlet treatment			1	1		1	1	4						6	
3.5.3 ditch design															
drainage area computations							8	16						24	proposed only
discharge computations							2	8						10	
compute ditch capacities							4	4						8	
							2	4						6	

ESTIMATE OF PERSON HOURS

PROJECT: Troy-O'Fallon Road and Country Lane Intersection
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oates Associates, Inc.
 JOB NO.: 220028.001
 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. INTERN	TOTAL	SCOPE OF WORK
4.0 PRELIMINARY PLANS - ROAD		2		28				98				84	212	Corridor Analysis for alternatives to accommodate pedestrian path along Troy-O'Fallon Road.
4.1 corridor widening analysis 1	subtotal:	1		16				46				44	107	preliminary widening analysis along Troy-O'Fallon Road for 3 scenarios to accommodate pedestrian path
corridor modeling				4				32				20	56	scenarios 1) widen both sides rural 2) widen both sides urban 3) widen east side only
widening alternatives comparison				4				4				8	16	
plan view exhibits				4				6				12	22	
coordination		1		4				4				4	13	coordinate with city engineer and address comments
4.2 corridor widening analysis 2	subtotal:	1		12				52				40	105	widening analysis per City/County coordination and feedback to accommodate pedestrian path along west side of Troy-O'Fallon Road
corridor modeling				1				24				12	37	
widening alternatives comparison				2				4				8	14	
plan view exhibits				2				4				8	14	
cost estimates				3				16				8	27	compare costs between alternatives
coordination		1		4				4				4	13	attend city/county meeting, meeting log, and project coordination
5.0 FINAL PLANS - ROAD				8			4	44					56	Incorporate storm sewer design
5.1 cover sheet	subtotal:			1			4	8					13	in original scope
5.2 quantities	subtotal:			1			4	8					13	
storm sewer schedule & quantities				1			4	8					13	
5.3 typical sections	subtotal:			1									3	in original scope
5.4 construction detail sheets	subtotal:			1				2					3	
drainage structures				1				2					3	
5.5 intersection/ interchange sheets	subtotal:													in original scope
5.6 maintenance of traffic	subtotal:													in original scope
5.7 traffic signal plans	subtotal:													n/a
5.8 specialty plan sheets	subtotal:			4				16					20	
drainage plan & profiles sheets				4				16					20	storm sewer plan sheets
5.9 road plan/profile sheets	subtotal:													in original scope
5.10 cross sections	subtotal:			2				18					20	add 6 additional sections for proposed drainage and add drainage features to 21 of the total 42 cross sections
add cross sections at storm sewer locations				2				6					6	
add storm sewer structures to cross sections				2				12					14	
5.11 contract documents	subtotal:													in original scope
5.12 bidding documents	subtotal:													local letting only
5.13 final PS&E submittal	subtotal:													in original scope

ESTIMATE OF PERSON HOURS

PROJECT: Troy-O'Fallon Road and Country Lane Intersection
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Dates Associates, Inc.
 JOB NO.: 220028.001
 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
6.0 RIGHT OF WAY		4		16		12		16						48	3 parcels (1 ROW, 1 ESMT, and 1 TCE)
6.1 survey		2				4								6	
research record information															
review title reports *		2				4								6	order and review
review locations in field / set survey limits															
locate and tie existing monumentation															
reconcile monumentation with record information															
establish existing ROW & property lines															
subtotal:		2		16		8		16						26	
6.2 documents															
set proposed ROW															
calculate bearings / distances, stations / offsets															
calculate lot closures and areas															
prepare legal descriptions						2		4						6	by city
prepare ROW conveyance documents															
prepare ROW plans															
prepare statutory plats															
prepare parcel plats		2				6		12						20	3 exhibits
prepare monument records															
subtotals															
subtotal:				16										16	coordination only, negotiations by subconsultant
property acquisitions				6										6	project coordination, respond to information requests
appraisals / appraisals review				8										8	respond to land owner questions
negotiations				2										2	project coordination, respond to IDOT inquiries
certification															
7.0 ADMINISTRATION / MANAGEMENT		4		14										18	project extended 18 months beyond original agreement
7.1		4		14										18	
scope of work reviews				1										1	
scheduling				1										1	
budget control				2										2	
manpower planning															
project team meetings (including start-up meeting)				1										1	
contract administration		4		9										13	
billings															
subtotal:		4		14										18	
8.0 QA/QC		8												8	