

**RECORDING
NOT REQUIRED**

RETURN TO:

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

**CITY OF TROY
RESOLUTION 2024-07**

**A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO
EXECUTE AN AGREEMENT FOR PE SERVICES WITH OATES ASSOCIATES**

**ADOPTED BY THE CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 18TH DAY OF MARCH 2024**

RESOLUTION NO. 2024 - 07

A RESOLUTION OF THE CITY OF TROY, ILLINOIS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PE SERVICES WITH OATES ASSOCIATES

WHEREAS, the City of Troy, Illinois ("City") and Oates Associates have previously worked together on numerous projects, to include the west end Market Street water main, sidewalk, and streetscape; and

WHEREAS, Oates Associates was selected by a Qualified-Based Selection (QBS) process; and

WHEREAS, the City is wishing to engage Oates Associates to provide survey and design engineering services for the East Market Street from Hickory Street to Dewey Street ADA compliant sidewalk and lighting project; and

WHEREAS, a copy of an Agreement for PE Services (IDOT form BLR 05530) provided by Oates is hereby attached; and

WHEREAS, the City has received FHWA, federal funds, matched by General Revenue funds, for work on this project: 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 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 Agreement with Oates, 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 18th day of March, 2024.

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>ABSENT</u>	Absent:	<u>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</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



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

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

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

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

March 6, 2024

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

Re: Design Engineering
East Market Street Sidewalk Improvements
OA Project No. 223112

Dear Mr. Keeven:

This letter will serve as our agreement to perform the following services for a new 6'-wide sidewalk on both sides of East Market Street from Hickory Street to Dewey Street (hereinafter called the "Project") subject to the Conditions of the attached "Local Public Agency Engineering Services Agreement" (BLR 05530).

Scope: Our Scope of Services include survey and design engineering as shown on the attached detailed Scope of Services. The project is funded with FHWA, Federal Funds.

Schedule: 12-months from authorization to final plans, special provisions, and estimates submittal to IDOT.

Estimated Cost: \$98,545 according to the attached "Cost Estimate Worksheet".

If this proposal satisfactorily sets forth your understanding of our agreement, please complete the QBS section and sign the attached BLR 05530 in the space provided and return four copies to IDOT for processing. If you have any questions, please do not hesitate to contact us.

Sincerely,

OATES ASSOCIATES, INC.

Sarita J. Melendez, PE
Project Manager

Jeffrey R. Rensing, PE, SE
Project Principal



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [] No Agreement For: Federal PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Troy County: Madison Section Number: 23-00017-01-SW Job Number: Contact Name: Jay Keeven Phone Number: (618) 667-9924 Email: JKeeven@troyil.us

SECTION PROVISIONS

Local Street/Road Name: East Market Street Key Route: FAU 0586 Length: 0.3 miles Structure Number: Location Termini: Hickory Street to Dewey Street Add Location Remove Location

Project Description: Construct ADA compliant sidewalks on both sides of East Market St. from Hickory St. to Dewey St., new crosswalk signage, new barrier curb, driveway re-profiling, pedestrian scale intersection lighting to improve visibility, utility pole relocation and the narrowing of E. Market St. due to limited Right of Way.

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

AGREEMENT FOR

[X] Phase I - Preliminary Engineering [X] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Oates Associates, Inc. Contact Name: Sarita Melendez Phone Number: (618) 769-9263 Email: sarita.melendez@oatesassociates Address: 100 Lanter Court, Suite 1 City: Collinsville State: IL Zip Code: 62234

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

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

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 for Preliminary and/or Design Engineering: 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. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 United States 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.
9. 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.
10. 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 affix 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).
11. 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 following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
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.
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:

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

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 $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$, 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. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. 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.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage 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.
4. 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 material 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.

5. 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 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.
6. 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.
7. 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.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

9. 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 include but are not limited to: acts of God or a public enemy; act 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.

10. 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 of 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 project. 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.

11. 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.).

12. 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	\$98,545.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$98,545.00
Total for all work		\$98,545.00

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type	Local Public Agency
City	Troy

 of

Local Public Agency
Troy

Attest:

By (Signature & Date)

 4.1.2024

Name of Local Public Agency Local Public Agency Type

Troy	City
------	------

Clerk

By (Signature & Date)

 4/1/2024

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

Oates Associates, Inc.

By (Signature & Date)

 3/6/2024

Title

Project Manager

By (Signature & Date)

 3/6/2024
--

Title

Project Principal

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Troy

Oates Associates, Inc.

Madison

23-00017-01-SW

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

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

See attached.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Troy	Oates Associates, Inc.	Madison	23-00017-01-SW

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated Authorization: June 1, 2024 Project Development Report to District: October, 2024 Pre-Final Plans to District: March, 2025 Final Plans to District: May, 2025 Target Bid Letting: August, 2025
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Troy	Oates Associates, Inc.	Madison	23-00017-01-SW

**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 checked="" type="checkbox"/>	<input 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	10%
Firm Experience	30%
Staff Capabilities (Prime/Sub)	25%
Past Performance	25%
Specialized Expertise	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, Inc.
2	IDOT approval for less than 3 responses issued on 11/30/23
3	

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 checked="" type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input checked="" type="checkbox"/>	<input 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"/>

Local Public Agency

Troy, IL

County

Madison

Section Number

23-00017-01-SW

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE **154.93%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
FIELD SURVEYS								0.00%
INTERSECTION DESIGN STUDY								0.00%
PROJECT DEVELOPMENT REPORT	162	7,113	11,020		2,347		20,480	20.78%
UTILITY & RAILROAD COORDINATION	19	841	1,302		277		2,420	2.46%
HYDRAULIC REPORT								0.00%
BRIDGE CONDITION REPORT								0.00%
GEOTECHNICAL REPORT								0.00%
TYPE SIZE & LOCATION PLANS								0.00%
STRUCTURE PLANS								0.00%
DRAINAGE	23	1,015	1,572		335		2,922	2.97%
PRELIMINARY PLANS - ROAD	222	9,246	14,325		3,051		26,622	27.02%
FINAL PLANS - ROAD	264	11,516	17,842		3,800		33,158	33.65%
RIGHT OF WAY								0.00%
CONSTRUCTION PHASE SERVICES								0.00%
ADMINISTRATION / MANAGEMENT	33	2,023	3,135		668		5,826	5.91%
QA/QC	36	2,472	3,829		816		7,117	7.22%
TOTALS	759	34,226	53,025	-	11,294	-	98,545	100.00%

ESTIMATE OF PERSON HOURS
EXHIBIT A

PROJECT: East Market Street Sidewalk Improvements
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oates Associates, Inc.
 JOB NO.: 223112
 CONTRACT: Original

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR. PROF II	JR. PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
3.0 PROJECT DEVELOPMENT REPORT		7			46				109						162	
3.1 preliminary forms & submittals					8				26						34	
review funding application					1				4						5	reference historic roadway plans for existing project into such as alignment, pavement structure, and right-of-way
initial coordination meeting data form					2				2						4	
environmental survey request					4				16						20	biological & cultural surveys
environmental survey request - special waste					1				4						5	required for work on State ROW
3.2 meetings					6				9						15	
bi-monthly coordination meetings					4				2						6	
public informational meeting					1				4						5	Send letters out to homeowners (create exhibit to include with letter)
public hearing																N/A
attendance sheets, sign-off sheets, fact sheet					1				1						1	for informational meeting
meeting minutes & memoranda					1				2						3	
3.3 report									2						2	
cover sheet									1						1	
table of contents																
summary of attachments									1						1	
3.4 analysis & text		3			16				20						39	Assume CE 1 with only exhibits
location & existing conditions																No narrative
proposed improvement																No narrative
crash analysis		1			2				6						9	summary, data, countermeasures
right of way																Essements shown on plans. No displacements
prime farmland																IDOA, NRCS
floodplain encroachment																
Phase I & II NPDES storm water permit requirements																
"404" permit																
special waste		1			2				4						7	PESA, REC's, PSI (see subconsultant scope)
environmental survey																rivers, wetlands, archaeological & historic endangered species, wildlife impacts
Section 4(f) lands		1			2				8						11	
air quality																
noise																TIP conformance, hot-spot analysis, COSIM
work zone transportation management plans																No lane closures planned
complete streets																Not applicable because not adding a lane
maintenance of traffic																summarize process, any opposition?
public involvement					2				2						4	
coordination LA-IDOT-FHWA					4				4						4	
other coordination					4				4						4	Not anticipated
summary of commitments																

ESTIMATE OF PERSON HOURS
EXHIBIT A

PROJECT: East Market Street Sidewalk Improvements
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oates Associates, Inc.
 JOB NO.: 223112
 CONTRACT: Original

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR. PROF II	JR. PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
3.5 attachments & exhibits		3													45	prepare exhibits to include with PDR
location / vicinity map & functional classification map					10	1			32						3	
existing & proposed typical sections					1				2						3	format ROADWAY PLANS typical sections to PDR
structure master report																N/A
preliminary bridge design (BCR) & approval cover letter																N/A
railroad crossing drawing																N/A
plan & profile sheets		1			2				8						11	format ROADWAY PLANS to PDR
intersection design studies (IDS)																N/A
spot map and/or collision diagrams		1			1				4						6	
SCS and IDOA coordination																N/A
"404" permit correspondence																N/A
environmental clearances & correspondence																N/A
property owner signoffs and/or correspondence																N/A
public meeting notifications																see 3.2 meetings (above)
bi-monthly coordination meeting minutes																see 3.2 meetings (above)
design variance request		1			1				6						8	assume one variance at local level (BLR 22120)
detour or alternate route map																assume closure of parking lane only
turn movement exhibits																
wetlands map																No wetlands
3.6 submittals		1			6				20						27	
print & submit draft PDR for IDOT / FHWA review					1				2						3	
respond to review comments		1			4				16						21	
plot, print & submit final PDR for IDOT / FHWA approval					1				2						3	
4.0 UTILITY & RAILROAD COORDINATION																
4.1 utilities																
request type, size & location of existing facilities																
verify type, size & location of existing facilities					1				4						5	send topo drawing to utilities
confirm conflicts & verify adjustment / relocation work					1				4						5	send preliminary plans to utilities
coordination meetings with utilities					1				4						5	send pre-final plans & schedule to utilities
review utility adjustment / relocation plans from utilities															4	phone calls/ discussions with utility companies
utility agreements																by City
																not included or anticipated
4.2 railroads																
subtotal:																

ESTIMATE OF PERSON HOURS
EXHIBIT A

PROJECT: East Market Street Sidewalk Improvements
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oateo Associates, Inc.
 JOB NO.: 223112
 CONTRACT: Original

TASK	PRN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR PROF II	JR PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
10.0 DRAINAGE		2			5				16						23	
10.1 storm sewer design		2			5				16						23	
<i>subtotal:</i>																
storm sewer schematic layout		1			4				12						17	Review inlet spread for IDOT, review drainage at intersections
drainage area computations																
inlet computations / type, size and layout																
storm sewer computations / type and size																
final storm sewer layout		1			1				4						6	
<i>subtotal:</i>																
10.2 culvert design																
10.3 ditch design																
<i>subtotal:</i>																
11.0 PRELIMINARY PLANS - ROAD		11			43				168						222	
11.1 data collection/ criteria		2			4				12						18	
develop design criteria		1			2				4						7	
develop existing & proposed typical sections		1			2				8						11	
pavement cores																Done on previous phases
<i>subtotal:</i>																
11.2 horizontal alignment		1			7				16						24	
set centerline location									2						2	
lay out pavement/ shoulders/ medians		1			4				8						13	layout curbs, xwalks, and drives (no bump-outs)
review right-of-way requirements					1				2						3	
review utility conflicts					2				4						6	Review utility pole locations
<i>subtotal:</i>																
11.3 vertical alignment									4						4	No vertical profile changes
set centerline profile									4						4	existing profile
review storm sewers/ culverts/ ditches																
review utility conflicts																
develop preliminary earthwork																
<i>subtotal:</i>																
11.4 preliminary design development		4			14				54						72	
pavement analysis & design																N/A
intersection / interchange geometrics design		1			3				12						16	Review s/w geometrics at 3 side streets and 2 intersections
develop construction staging					1				2						3	Work under traffic with only parking lane closures
guardrail/ barriers requirements																N/A
signage/ pavement markings		1			2				8						11	Mark parking stalls
utility relocation requirements					1				4						5	
layout entrances		1			2				8						11	1 CE - Times Tribune, ~16 PE (driveways)
s/w ramp layouts		1			5				20						26	10 sidewalks ramps

ESTIMATE OF PERSON HOURS
EXHIBIT A

PROJECT: East Market Street Sidewalk Improvements
 LOCATION: Troy, IL
 CLIENT: City of Troy
 FIRM: Oates Associates, Inc.
 JOB NO.: 223112
 CONTRACT: Original

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR. PROF II	JR. PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
11.5 preliminary plan development		1							38						46	~1,600' long. 3 sheets at 20' scale
plant- alignment/ stationing/ curve data					6				3						3	1-hr per sheet
pavement/ shoulders/ medians/ curbs/ sidewalks					1				6						7	labelling. 2-hrs per sheet
intersections/ interchanges labelling		1			1				6						8	intersection labelling
intersection site distance					1				4						5	At Hickory and Dewey
entrances/ access roads labelling									3						3	labelling.
guardrail/ barriers																Not included or anticipated
bridge approach pavement																Not included or anticipated
construction limits									3						3	labelling. 1-hrs per sheet
right-of-way/ owners									3						3	label property owners
benchmarks/ control points					1				3						4	labelling. 1-hrs per sheet
profile- grades/ elevations/ curve data																Not included or anticipated
storm sewers/ culverts/ ditches labelling									2						2	Only one set of inlets
retaining walls																Not included or anticipated
parking					1				3						4	labelling. 1-hr per sheet
structural plan coordination																Not included or anticipated
storm sewer layout/ final storm sewer layout					1				2						3	layout elevations at storm inlet
11.6 preliminary cross-sections/ earthwork		2			6				24						32	
cut existing sections/ develop existing cross-section elevations		1			3				12						16	
proposed roadway templates		1			2				8						11	
end areas/ earthwork estimate																N/A - make earthwork incidental to curbs and walk work.
plot & label ROW					1				4						5	
11.7 submittals		1			6				20						27	
preliminary alignment																existing alignment
preliminary plan					1				4						5	
pre-final plan (field check)					1				4						5	
cost estimate		1			4				12						17	

PROJECT: East Market Street Sidewalk Improvements
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ESTIMATE OF PERSON HOURS
 EXHIBIT A

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR. PROF II	JR. PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
12.0 FINAL PLANS - ROAD		11			73				180						264	
12.1 cover sheet					2				10						12	
location map/ project limits					1				2						3	
index of sheets									2						2	
standard drawings index									2						2	
general notes					1				4						5	
12.2 quantities					10				38						48	
pay items & code numbers					2				8						10	
pavement schedule & quantities					1				4						5	
entrances schedule & quantities					1				2						3	
storm sewer schedule & quantities					1				4						5	
pavement markings schedule & quantities					1				4						5	
removals schedule & quantities					1				4						5	
earthwork schedule & quantities																incidental to removals
other schedules & quantities					2				8						10	curb and sidewalk
summary of quantity schedule					2				8						10	
12.3 typical sections					1				4						5	
existing/ proposed typical sections - label pay-items/ thicknesses					1				4						5	refine labelling
structural pavement design table																
12.4 construction detail sheets					14				38						56	
side streets & entrances					1				4						5	
pavement details					1				4						5	
s/w ramp details/ sheets					10				20						32	Assumes 10 ramps
drainage structures																
retaining walls					1				4						5	
entrances					1				4						6	1 entrance ramp
survey tie points									2						2	
12.5 interchange/ interchange sheets					2				16						19	
interchange/ interchange geometrics/elevations - checking/labelling					2				16						19	Label 4 intersections. No bump-outs
pavement joint layouts																Not expected on this project
ramp profiles/ super-elevation tables																
ramp terminal details																
interchange/ interchange cross-section layout																
12.6 maintenance of traffic					1				2						3	Build one side at a time. MOT not included
develop construction staging					1				2						3	determine applicable highway standards for staging.
staging notes																
staging details																
detour plans																
traffic control plans																
12.7 traffic signal plans																Not included or anticipated
subtotal:																

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ESTIMATE OF PERSON HOURS
 EXHIBIT A

TASK	PRIN	SR PROF II	SR PROF I	PROF IV	PROF III	PROF II	PROF I	JR. PROF II	JR. PROF	TECH III	TECH II	TECH I	TECH	TECH INTERN	TOTAL	SCOPE OF WORK
12.8 specialty plan sheets					6				18						24	
pavement markings					2				6						8	
signing plans					2				6						8	
lighting plans																Not included or anticipated
erosion control					2				6						8	labelling
landscape plans																No anticipated or included
lighting plans																No anticipated or included
12.9 road plan/profile sheets																Not included or anticipated
12.10 cross sections		1			6				24						31	
hand edits					2				8						10	
proposed ditches/ culverts/ storm sewer																
proposed ROW limits					1				4						5	
earthwork end areas					1				4						5	
matchlines/ cross-references		1			2				8						11	
12.11 contract documents		4			25				4						33	
check sheets		1			2				3						6	
supplemental specifications					1				1						2	
interim special provisions (ISP)															1	ISPs are for Missouri only
special provisions		1			12										13	
estimate of time		1			4				2						7	
estimate of cost		1			6				2						9	
12.12 bidding documents																local letting only
12.13 final PS&E submittal		1			6				26						33	
plot and assemble final plans					1				4						5	
copy and review final CADD files																
copy and assemble computations																
copy and assemble contract documents					1				4						5	
final submittal and close-out		1			4				16						21	Address IDOT comments
obtaining signatures									2						2	
13.0 RIGHT OF WAY																Previously Completed, if Easements are needed, negotiation can be included later.
13.1 survey																title reports not obtained
research record information																
review title reports																
review locations in field / set survey limits																locate. Tie in with topo survey
locate and tie existing monumentation																Confirming ROW from 13050 (Clay St. Streetscape)
reconcile monumentation with record information																
establish existing ROW & property lines																
13.2 documents																Not included or anticipated
13.3 submittals																Not included or anticipated
13.4 negotiations / acquisitions																Not included or anticipated

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency County Section Number
 Consultant (Firm) Name Prepared By Date

PAYROLL ESCALATION TABLE

CONTRACT TERM MONTHS OVERHEAD RATE
 START DATE COMPLEXITY FACTOR
 RAISE DATE END DATE

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2024	7/1/2024	1	8.33%
1	7/2/2024	6/1/2025	11	93.50%

The total escalation = 1.83%

Local Public Agency

County

Section Number

Troy, IL

Madison

23-00017-01-SW

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			FIELD SURVEYS			INTERSECTION DESIGN STUDY			PROJECT DEVELOPMENT REPORT			UTILITY & RAILROAD COORDINATION			HYDRAULIC 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
PRINCIPAL	86.00	0.0			0			0			0			0			0		
SR PROF II	81.64	43.0	5.67%	4.63	0			0			7	4.32%	3.53	0			0		
SR PROF I	76.01	0.0			0			0			0			0			0		
PROF IV	67.81	0.0			0			0			0			0			0		
PROF III	62.17	230.0	30.30%	18.84	0			0			46	28.40%	17.65	7	36.84%	22.90	0		
PROF II	49.44	0.0			0			0			0			0			0		
PROF I	41.98	0.0			0			0			0			0			0		
JR PROF II	38.27	0.0			0			0			0			0			0		
JR PROF	33.78	486.0	64.03%	21.63	0			0			109	67.28%	22.73	12	63.16%	21.33	0		
TECHNICIAN III	58.63	0.0			0			0			0			0			0		
TECHNICIAN II	41.50	0.0			0			0			0			0			0		
TECHNICIAN I	30.65	0.0			0			0			0			0			0		
TECHNICIAN	21.54	0.0			0			0			0			0			0		
TECHNICIAN INTERN	20.98	0.0			0			0			0			0			0		
TOTALS		759.0	100%	\$45.09	0.0	0.00%	\$0.00	0.0	0%	\$0.00	162.0	100%	\$43.91	19.0	100%	\$44.24	0.0	0%	\$0.00

Local Public Agency

County

Section Number

Troy, IL

Madison

23-00017-01-SW

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	BRIDGE CONDITION REPORT			GEOTECHNICAL REPORT			TYPE SIZE & LOCATION PLANS			STRUCTURE PLANS			DRAINAGE			PRELIMINARY PLANS - ROAD		
		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	86.00	0			0			0			0			0			0		
SR PROF II	81.64	0			0			0			0			2	8.70%	7.10	11	4.95%	4.05
SR PROF I	76.01	0			0			0			0			0			0		
PROF IV	67.81	0			0			0			0			0			0		
PROF III	62.17	0			0			0			0			5	21.74%	13.52	43	19.37%	12.04
PROF II	49.44	0			0			0			0			0			0		
PROF I	41.98	0			0			0			0			0			0		
JR PROF II	38.27	0			0			0			0			0			0		
JR PROF	33.78	0			0			0			0			16	69.57%	23.50	168	75.68%	25.56
TECHNICIAN III	58.63	0			0			0			0			0			0		
TECHNICIAN II	41.50	0			0			0			0			0			0		
TECHNICIAN I	30.65	0			0			0			0			0			0		
TECHNICIAN	21.54	0			0			0			0			0			0		
TECHNICIAN INTERN	20.98	0			0			0			0			0			0		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	23.0	100%	\$44.11	222.0	100%	\$41.65

Local Public Agency

County

Section Number

Troy, IL

Madison

23-00017-01-SW

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	FINAL PLANS - ROAD			RIGHT OF WAY			CONSTRUCTION PHASE SERVICES			ADMINISTRATION / MANAGEMENT			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	
PRINCIPAL	86.00	0			0			0			0			0			0			
SR PROF II	81.64	11	4.17%	3.40	0			0			0			12	33.33%	27.21	0			
SR PROF I	76.01	0			0			0			0			0			0			
PROF IV	67.81	0			0			0			0			0			0			
PROF III	62.17	73	27.65%	17.19	0			32	96.97%	60.29	24	66.67%	41.45	0			0			
PROF II	49.44	0			0			0			0			0			0			
PROF I	41.98	0			0			0			0			0			0			
JR PROF II	38.27	0			0			0			0			0			0			
JR PROF	33.78	180	68.18%	23.03	0			1	3.03%	1.02	0			0			0			
TECHNICIAN III	58.63	0			0			0			0			0			0			
TECHNICIAN II	41.50	0			0			0			0			0			0			
TECHNICIAN I	30.65	0			0			0			0			0			0			
TECHNICIAN	21.54	0			0			0			0			0			0			
TECHNICIAN INTERN	20.98	0			0			0			0			0			0			
TOTALS		264.0	100%	\$43.62	0.0	0%	\$0.00	0.0	0%	\$0.00	33.0	100%	\$61.31	36.0	100%	\$66.66	0.0	0%	\$0.00	