Title: I-70 Lane Addition & Interchange Studies (Rte 79 to Bryan Road)  

Dept: Transportation  

Contact Person: Amanda Brauer  

Ext.: 7490  

Description (service, justification and use):

St. Charles County was recently awarded Governor’s Cost Share funds for an additional lane on I-70 between Bryan Road and TR Hughes Boulevard. In order to complete this project and use these funds, a traffic study is required to determine the optimal improvements.

This study consists of a traffic operational and safety analysis and conceptual design of improvements to I-70 in O’Fallon, Missouri. St. Charles County intends to add one through lane in each direction on I-70 between TR Hughes and Bryan Road. However, the configuration of ramps and modifications to acceleration/deceleration lanes needed to accomplish this lane expansion have not been fully vetted. The purpose of this analysis would be to evaluate alternatives, develop a conceptual design, and estimate the project’s implementation cost.

Given the urgency to complete this work, LOCHMUELLER proposes a phased-approach that initially will focus on adding a lane on I-70 in the most cost-effective manner. A second phase will evaluate potential upgrades to the I-70 and Route 79 interchange and to the I-70 and Bryan Road interchange for implementation in the future as funding allows.

LOCHMUELLER will leverage previous traffic models and forecasts prepared as part of the I-70 O’Fallon Access Justification Report to reduce costs and expedite the analysis. Specifically, the calibrated VISSIM model and 2040 traffic volume forecasts previously developed will be applied. This will eliminate the need to perform new traffic counts, which would be of limited benefit due to ongoing construction. The study area will include the following:

- I-70 from east of Route 79 to west of Bryan Rd
- Veterans Mem Pkwy and Terra Ln (outer roads) between Route 79 and Bryan Rd
- Route 79 from Veterans Mem Pkwy to the Terra Ln ramps
- TR Hughes Blvd from Veterans Mem Pkwy to Terra Ln
- Sonderen St from Veterans Mem Pkwy to Sonderen Loop
- Main St (Route K) from Veterans Mem Pkwy to Terra Ln
- Woodlawn Ave from Veterans Mem Pkwy to Terra Ln
- Bryan Rd from Veterans Mem Pkwy to Terra Ln

Award to: Lochmueller Group  

Location: St. Louis, MO

Was the vendor pre-qualified? Yes ☑ No ☐

Total negotiated price: $123,000.00  

Contract term: One year with 0 renewals.

Price break-down (if applicable):

Proposal opening held on:  

Opened by:

Account number to be charged for purchase: 47609-38A18

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
PROFESSIONAL SERVICES – REQUEST FOR APPROVAL

RFP/RFQ #: Sole Source

Additional RFQs/RFPs Received

The following additional responses were received:

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

Vendor: __________________________ Location: __________________________

☑ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Amanda Brauer
Department Director/Elected Official Signature

Date: 03/03/2020

Approval or Concurrence of Director of Finance

Date: 3.3.20

BELOW ONLY TO BE COMPLETED FOR PROPOSALS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature

Date
MEMORANDUM

TO: Bob Schnur, Director of Finance

FROM: Amanda Brauer

Lochmueller Group, Inc. – I-70 Lane Addition and Interchange Studies
(Rte 79 to Bryan Road) – Sole Source

DATE: March 3, 2020

The Roads and Traffic office is requesting the approval of Lochmueller Group, Inc. to provide engineering services for traffic operational and safety analysis and conceptual design of improvements to I-70 in O’Fallon, MO. This project has received Governor’s cost share funds and has been identified as a high priority within the County.

The attached contract has been obtained as a sole source procurement due to previous modeling work done by Lochmueller Group for the City of O’Fallon and MoDOT including these improvements as well as adjacent roadway improvements. This previous work results in a greatly reduced schedule and budget to obtain the data needed in a timely fashion. Additionally, Lochmueller Group produced the Access Justification Report (AJR) for the previous O’Fallon project. Should an update to that document be required for this newly proposed improvements, Lochmueller Group would be able to make those changes efficiently and effectively to obtain FHWA approvals.
MEMORANDUM

<table>
<thead>
<tr>
<th>To:</th>
<th>Ms. Amanda Brauer, PE, PTOE</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Chris Beard, PE, PTOE</td>
</tr>
<tr>
<td>Date:</td>
<td>March 3, 2020</td>
</tr>
<tr>
<td>Subject:</td>
<td>I-70 Lane Addition &amp; Interchange Studies in O'Fallon</td>
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Lochmueller Group is uniquely qualified to perform a traffic operational and safety analysis and conceptual design of improvements to I-70 in O'Fallon, Missouri. Lochmueller completed all previous traffic and safety analyses and the Access Justification Report for the I-70 improvements at Route K that are currently under construction. All traffic modeling files from the previous studies are available in-house, and several members of our staff (Dustin Riechmann, Julie Nolfo, and myself) were directly involved and have history and insights to the project corridor from our prior experiences. As a result, Lochmueller Group is able to quickly build upon our previous analysis and leverage file information to evaluate adjacent interchanges and an added lane on the interstate. The efficiencies we are able to provide would maximize the value received by St. Charles County on this project.
AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

DATE: MARCH 3, 2020

CLIENT: ST. CHARLES COUNTY

PROJECT NAME/LOCATION: I-70 LANE ADDITION & INTERCHANGE STUDIES (RTE. 79 TO BRYAN RD)

SCOPE/INTENT AND EXTENT OF SERVICES:
The basic services to be provided by CONSULTANT under this Agreement are as set forth in Attachment "A" ("Services") attached hereto and incorporated herein by reference.

FEE ARRANGEMENT:
LOCHMUELLER shall receive payment for the Services performed under this Agreement as set forth in Attachment "C" attached hereto and incorporated herein by reference.

SCHEDULE:
LOCHMUELLER shall deliver the Services identified as Phase 1 in Attachment "A" to the CLIENT within 90 days of receipt of Notice to Proceed on Phase 1. LOCHMUELLER shall deliver the Services identified as Phase 2 in Attachment "A" to the CLIENT within 120 days of receipt of Notice to Proceed on Phase 2.

This Agreement is subject to the Terms and Conditions attached hereto. Please review them carefully.

OFFERED BY: LOCHMUELLER GROUP, INC.

[Signature]

Print Name and Title: DIRECTOR TRAFFIC ENGR

ACCEPTED BY: ST. CHARLES COUNTY

[Signature]

Print Name and Title:
CERTIFICATE OF DIRECTOR OF FINANCE

I certify pursuant to § 50.660 RSMo., as amended, that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

[Signature]
Robert W. Schnur, Director of Finance
LOCHMUELLER GROUP INC. (LOCHMUELLER) shall perform the services outlined in this Agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, LOCHMUELLER and its SUBCONSULTANT'S, if any, shall have access to the site for activities necessary for the performance of the services. LOCHMUELLER and its SUBCONSULTANT'S will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

BILLING AND PAYMENTS

Invoices for LOCHMUELLER's services shall be submitted, at LOCHMUELLER's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715. If the invoice is not paid within 30 days, LOCHMUELLER may, without waiving any claim or right against the CLIENT, terminate the performance of the service.

LATE PAYMENTS

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance.

ADDITIONAL OR CHANGE IN SERVICES

In the event that the CLIENT requires additional or a major change in scope, character, or complexity of the services after the services have progressed as directed by the CLIENT, adjustments in compensation to LOCHMUELLER and in time for performance of the services as modified shall be determined through negotiations between the CLIENT and LOCHMUELLER. LOCHMUELLER shall not commence the additional services or the change of the scope of the services until an amendment to the Agreement is executed and LOCHMUELLER is authorized to proceed in writing by the CLIENT.

CERTIFICATIONS AND STANDARD OF CARE

Guarantees and Warranties: LOCHMUELLER shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence LOCHMUELLER cannot ascertain. Any opinions or probable project costs or construction costs rendered by LOCHMUELLER represent its best judgment and are furnished for general guidance only. LOCHMUELLER makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. LOCHMUELLER warrants only that it will perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances at the time that the services are provided ("Standard of Care"). No other warranty, expressed or implied, is made or intended by this Agreement.

RESPONSIBILITY FOR CLAIMS

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and LOCHMUELLER, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, LOCHMUELLER'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the amount of LOCHMUELLER'S total compensation for services paid and received by LOCHMUELLER under this Agreement. Such causes include, but are not limited to LOCHMUELLER'S negligence, errors, omissions, or breach of contract. LOCHMUELLER shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for any contractor(s) and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

NO PERSONAL LIABILITY

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

SUBCONTRACTORS

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

COMPLIANCE WITH LAWS

LOCHMUELLER shall exercise usual and customary professional care to comply with all federal, state, and local laws, ordinances, and regulations applicable to the services being provided under this Agreement, including Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). If the fees to be paid for the services being provided under this Agreement exceed $5,000.00, LOCHMUELLER shall comply with Section 285.530 RSMo., pertaining to enrollment and participation in a federal work authorization program, and shall provide verification through an affidavit that states that LOCHMUELLER:

- Does not knowingly employ any person who is an unauthorized alien in connection with the Agreement, and
- Is enrolled in a federal work authorization program
The affidavit shall contain the notarized signature of the registered agent, legal representative, or corporate officer of LOCHMUELLER.

CONTROLLING LAW AND DISPUTE RESOLUTION

This Agreement is to be governed by and interpreted in accordance with the law of the State where the project is located. If either CLIENT or LOCHMUELLER has a Claim against the other, the claimant shall promptly give written notice thereof and both Parties shall, in the first instance, endeavor in good faith to negotiate a settlement of the claim. If the Parties cannot resolve the dispute by negotiation, the Parties shall participate in non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and with a neutral third-party mutually acceptable to them, and they will share equally in the cost of the mediation. If the Parties do not resolve the dispute within three (3) months of starting the mediation, the Parties may proceed with litigation. All litigation shall be in a federal or state court situated in the county in which the project resides, subject to applicable law.
Termination of Services
This Agreement may be terminated by the \textbf{CLIENT} or \textbf{LOCHMUELLER} should the other fail to perform its obligations hereunder. In the event of termination, the \textbf{CLIENT} shall pay \textbf{LOCHMUELLER} for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents
The \textbf{CLIENT} acknowledges that \textbf{LOCHMUELLER}'s documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of \textbf{LOCHMUELLER}'s and the \textbf{LOCHMUELLER}'s instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the \textbf{CLIENT} upon completion of the services and payment in full of all monies due to \textbf{LOCHMUELLER}.

During the performance of the Services herein provided for, \textbf{LOCHMUELLER} shall be responsible for any loss or damage to the documents, which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to \textbf{CLIENT}. The \textbf{CLIENT} agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless \textbf{LOCHMUELLER}, its officers, directors, employees, and consultants (collectively, "LOCHMUELLER") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by the unauthorized reuse or modification of the documents by \textbf{CLIENT} or any person or entity that acquires or obtains the documents from or through the \textbf{CLIENT} without the written authorization of \textbf{LOCHMUELLER}.

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

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

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

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

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

Insurance
\textbf{LOCHMUELLER} shall not commence work under this contract until \textbf{LOCHMUELLER} has:

1. Obtained all insurance required under this paragraph.
2. Provided the \textbf{CLIENT} with a Certificate of Insurance (COI) verifying that the policy or policies are in force and effect and that the same will not be cancelled or materially altered, or amended so as to violate the requirements of this section (Section XIII) without forty-five (45) days prior written notice having been given to the \textbf{CLIENT}.
3. Such insurance has been approved by the \textbf{CLIENT}.

 Said insurance shall specifically name the County of St. Charles as an additional insured party under said policies, except Workers Compensation and Errors and Omissions Insurance, and said insurance shall be carried with a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. Should any such policy be cancelled, the \textbf{CLIENT} shall be notified of such cancellation by the insurance carrier in writing not less than thirty (30) days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the Company writing such policy, the duty to give such notice. \textbf{LOCHMUELLER} shall comply with the requirements of all federal and state laws and regulations relating to Social Security, Unemployment Insurance and Workers Compensation so the \textbf{LOCHMUELLER} will not be liable in any way for any claim evolving from said work in carrying out the contract.

A. Workers Compensation Insurance
\textbf{LOCHMUELLER} shall obtain and maintain during the terms of this contract, Workers Compensation Insurance for all of her employees performing work under this contract, and in case any work is sublet, shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by \textbf{LOCHMUELLER}.

B. Liability Insurance
\textbf{LOCHMUELLER} shall obtain and maintain during the terms of this contract, Liability Insurance with minimum limits as follows:

1. Commercial General Liability Insurance, combined single limit: \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate.
2. Auto and Truck Liability Insurance covering all owned, hired, and non-owned vehicles: \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate.

In the case any work is sublet, \textbf{LOCHMUELLER} shall require the subcontractor similarly to provide liability insurance unless covered by the protection afforded by \textbf{LOCHMUELLER}.

C. Errors and Omissions Insurance
\textbf{LOCHMUELLER} shall obtain and maintain during the terms of this contract Errors and Omissions Insurance in the amount of \$1,000,000.00 for this project. In case any work is sublet, \textbf{LOCHMUELLER} shall require the subcontractor similarly to provide errors and omissions insurance, unless covered by the protection afforded by the \textbf{LOCHMUELLER}. 
PROJECT DESCRIPTION

This project consists of a traffic operational and safety analysis and conceptual design of improvements to I-70 in O’Fallon, Missouri. St. Charles County intends to add one through lane in each direction on I-70 between Route 79 and Bryan Road. However, the configuration of ramps and modifications to acceleration/deceleration lanes needed to accomplish this lane expansion have not been fully vetted. The purpose of this analysis would be to evaluate alternatives, develop a conceptual design, and estimate the project’s implementation cost.

Given the urgency to complete this work, LOCHMUELLER proposes a phased-approach that initially will focus on adding a lane on I-70 in the most cost-effective manner. A second phase will evaluate potential upgrades to the I-70 and Route 79 interchange and to the I-70 and Bryan Road interchange for implementation in the future as funding allows.

LOCHMUELLER will leverage previous traffic models and forecasts prepared as part of the I-70 O’Fallon Access Justification Report to reduce costs and expedite the analysis. Specifically, the calibrated VISSIM model and 2040 traffic volume forecasts previously developed will be applied. This will eliminate the need to perform new traffic counts, which would be of limited benefit due to ongoing construction. The study area will include the following:

- I-70 from east of Route 79 to west of Bryan Rd
- Veterans Mem Pkwy and Terra Ln (outer roads) between Route 79 and Bryan Rd
- Route 79 from Veterans Mem Pkwy to the Terra Ln ramps
- TR Hughes Blvd from Veterans Mem Pkwy to Terra Ln
- Sonderen St from Veterans Mem Pkwy to Sonderen Loop
- Main St (Route K) from Veterans Mem Pkwy to Terra Ln
- Woodlawn Ave from Veterans Mem Pkwy to Terra Ln
- Bryan Rd from Veterans Mem Pkwy to Terra Ln

Traffic operations within the study area will be evaluated during the morning and afternoon commuter peak hours on a weekday.

SCOPE OF SERVICES

Phase 1: I-70 Lane Addition

1. LOCHMUELLER will obtain information of record from previous studies. Note that much of this information is available within LOCHMUELLER’s internal records. However, additional information may need to be requested from the CLIENT, MoDOT, City of O’Fallon, and design consultants involved in previous projects and studies in the area.

2. LOCHMUELLER will update previous VISSIM models of the study area to represent 2040 No Build conditions for this study, which will reflect the completion of the I-70 O’Fallon improvements, both Phase 1 and Phase 2 currently under construction. This model will incorporate 2040 traffic forecasts previously developed and will include the morning peak hour and afternoon peak hour on a
weekday. Note than an existing conditions model will not be updated as part of this study. Rather, existing operating conditions established previously will be referenced for purposes of comparison, if necessary.

3. LOCHMUELLER will develop up to two alternatives for accomplishing the added through lane to I-70 in both directions between Route 79 and Bryan Rd. Each alternative will reflect the necessary ramp, outer road, acceleration lane, and deceleration lane modifications, including the potential for minor modifications at the I-70 and TR Hughes Blvd interchange.

4. LOCHMUELLER will establish 2040 Build VISSIM models of the study area representing up to two alternatives. For each alternative, models of the morning and afternoon peak hours on a weekday will be developed. 2040 Build traffic volumes will be forecasted, accounting for the influence of the proposed modifications.

5. LOCHMUELLER will update previous Highway Safety Manual (HSM) analyses of the study area to represent 2040 No Build conditions for this study, which will reflect the completion of the I-70 O’Fallon improvements, both Phase 1 and Phase 2 currently under construction.

6. LOCHMUELLER will perform an HSM evaluation for each alternative. This 2040 Build safety analysis will be based upon the ISATe tool to quantify expected crash frequencies and severities.

7. LOCHMUELLER will develop conceptual-level design plans of the study area roadways and provide a preliminary cost estimate for implementation for up to two alternatives. This task will include a review of available utility information/locations, drainage facilities, and right-of-way information based upon available survey and/or design files. The conceptual plan elements will include:
   - Plan view (strip map) of the proposed improvements
   - Estimated construction limits
   - Estimated utility impacts
   - Estimated Right-of-Way impacts, if any
   - Conceptual drainage improvements
   - Conceptual structure types and layouts, if any
   - Conceptual cost estimate

8. LOCHMUELLER will prepare a technical memorandum summarizing the traffic operational and safety performance of the alternatives, which will be demonstrated by comparing 2040 Build and No Build conditions. The memorandum will also include the preliminary cost estimate.

9. LOCHMUELLER will attend one meeting with the CLIENT and representatives of other relevant agencies to present both alternatives. The intent would be to achieve consensus on a preferred alternative.

**Phase 2: Interchange Studies**

10. LOCHMUELLER will develop up to two alternatives for an upgraded I-70 and Route 79 interchange. The purpose of the improvements will be to improve traffic flow and safety and to facilitate the potential conversion of outer roads to the west to one-way traffic. 2040 Build traffic volumes will be forecasted for each alternative, accounting for the influence of the proposed modifications.
11. LOCHMUELLER will develop up to two alternatives for an upgraded I-70 and Bryan Road interchange, including a Diverging Diamond and one additional alternative. The analysis will include the planned Deer Creek Road extension to the north. 2040 Build traffic volumes will be forecasted for the DDI and the alternative, and will include utilizing the St. Charles County Travel Demand Model to forecast traffic for the Deer Creek Road extension.

12. LOCHMUELLER will update the 2040 Build VISSIM simulation model of the preferred I-70 alternative (Task 4) to incorporate the two alternatives at I-70 and Bryan Road and up to two alternatives for I-70 and Route 79. These models will reflect the morning and afternoon peak hours on a weekday.

13. LOCHMUELLER will perform an HSM evaluation for up to two alternatives for I-70 and Route 79 and two alternatives at I-70 and Bryan Road. This 2040 Build safety analysis will be based upon the ISATe tool to quantify expected crash frequencies and severities.

14. LOCHMUELLER will develop conceptual-level design plans of the study area roadways and provide a preliminary cost estimate for implementation of up to two alternatives for I-70 and Route 79 and for up to two alternatives at I-70 and Bryan Road. This task will include review of available utility information/locations, drainage facilities, and right-of-way information based upon available survey and/or design files. The conceptual plan elements will include:
   » Plan view (strip map) of the proposed improvements
   » Estimated construction limits
   » Estimated utility impacts
   » Estimated Right-of-Way impacts, if any
   » Conceptual drainage improvements
   » Conceptual structure types and layouts, if any
   » Conceptual cost estimate

15. LOCHMUELLER will prepare a technical memorandum summarizing the traffic operational and safety performance of the alternatives, which will be demonstrated by comparing 2040 Build and No Build conditions. The memorandum will also include the preliminary cost estimates.

16. LOCHMUELLER will attend one meeting with the CLIENT and representatives of other affected agencies to present the alternatives.

Phase 3: Public Meeting

1. LOCHMUELLER will prepare for and attend one public meeting to discuss the project.
CLIENT shall cooperate fully with LOCHMUELLER in the development of the project, including the following:

- Make available all information pertaining to the project which may be in the possession of the CLIENT;
- Provide LOCHMUELLER with the CLIENT's requirements for the project;
- Make provisions for LOCHMUELLER to enter upon property at the project site for the performance of their duties;
- Examine all studies and layouts developed by LOCHMUELLER and render decisions thereon in a prompt manner so as not to delay LOCHMUELLER;
- Designate a CLIENT employee to act as CLIENT's Person in Responsible Charge under this Agreement, such person shall have authority to transmit instructions, interpret the CLIENT's policies and render decisions with respect to matters covered by the Agreement.

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ATTACHMENT “C”

COMPENSATION

1.0 AMOUNT OF PAYMENT

1.1 LOCHMUELLER shall receive compensation for such professional services under Appendix “A” of this Agreement on an hourly and expense rate basis based on the rates set forth in the attached rate schedule EXHIBIT “1”, attached hereto and incorporated herein by reference. The total compensation to be paid to LOCHMUELLER shall not exceed One Hundred Twenty Three Thousand Dollars ($123,000) without written approval of CLIENT, which must be obtained before any work that would result in higher compensation being due is performed.

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EXHIBIT "1"
2020 HOURLY RATE SCHEDULE
PROFESSIONAL ENGINEERING AND PLANNING SERVICES

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</tbody>
</table>

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of $.50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.