



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For

MFT-PE

Agreement Type

Original

Using State Funds (Non-MFT)? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Aurora		Kane	25-00376-00-SP	
Project Number	Contact Name	Phone Number	Email	
	Kevin Anderson	(630) 256-3210	AndersonK@aurora.il.us	

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Bilster Road	MUN 1006	0.7 miles	N/A
Location Termini			Add Location
Illinois Prairie Path to Interstate 88 Westbound Ramp			Remove Location

Project Description

Safety improvements on Bilster Road between the Illinois Prairie Path and the Interstate 88 Westbound Ramp, including pavement surface treatment, resurfacing, trail crossing beacons, and safety improvements at the Bilster Road and DuPage Parkway intersection. Project Number: 2600312.00

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	
Baxter & Woodman, Inc.	Joshua Harris	(815) 444-3271	jharris@baxterwoodman.com	
Address	City	State	Zip Code	
8678 Ridgefield Road	Crystal Lake	IL	60012	

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

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 Summary Sheet
- EXHIBIT D: Cost Estimate of Consultant Services _____
- _____
- _____

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 \$130,063.50 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (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 and LPA 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
Baxter & Woodman, Inc.	36-2845242	\$130,063.50
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$130,063.50
Total for all work		\$130,063.50

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)
 4/16/26

Title

By (Signature & Date)
 4/16/26

Title

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

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**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

LOCATION:

This project is located on Bilter Road from the Illinois Prairie Path to the Interstate 88 Westbound Ramps within the City of Aurora. The limits also include the Prairie Path, up to 100 linear feet on each approach to Bilter Road.

PROJECT UNDERSTANDING:

This project involves Phase I Engineering and Environmental Studies for the improvements of Bilter Road from the Illinois Prairie Path (Batavia Branch) to I-88 Westbound Ramps. The limits also include the Prairie Path, up to 100 linear feet on each approach to Bilter Road.

The Highway Safety Improvement Program (HSIP) funding application proposed construction of high friction surface treatment on the curves of Bilter Road between the Illinois Prairie Path and the I-88 WB ramps and installation of rectangular rapid flashing beacon for the Illinois Prairie Path crossing of Bilter Road. The application also included review and if warranted, non-capacity improvements at the intersection of Bilter Road with DuPage Parkway.

The project will follow federal project development procedures to ensure eligibility for federal funding after the completion of the Phase I Study. The project will be coordinated with Illinois Department of Transportation's (IDOT) Bureau of Local Roads and Streets (BLRS) and the Federal Highway Administration (FHWA) for reviews and Phase I Design Approval. It is anticipated that this project will be processed as a State Approved Categorical Exclusion using BLR Form 19100.

SCOPE OF SERVICES:

1. EARLY COORDINATION AND DATA COLLECTION

1.1 Data Collection: Obtain, review, and evaluate the following information provided by the City for use in design:

- A. Design CADD files from previous projects within and adjacent to the project location
- B. Existing roadway plans
- C. Utility atlases
- D. GIS shape files surrounding the project limits
- E. Right-of-Way, GIS, and property data
- F. Aerial photography
- G. Environmental studies
- H. Maintenance and flooding records
- I. Drainage studies
- J. Hydraulic and hydrologic information and calculations
- K. Geotechnical data
- L. Crash data (5 years)
- M. Average daily traffic counts
- N. Intersection traffic counts
- O. Speed study

1.2 Field evaluation: Collect and record field data. Observe and photograph the project area and immediate

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surroundings.

1.3 Planning Agency Coordination: Prepare and maintain the Project Program Information (PPI) and Project Update forms, and coordinate the status of the Project with the Kane/Kendall Council of Mayors (KKCOM).

1.4 Traffic Counts: Traffic count data for the intersections of Bilter Road with DuPage Parkway, Wilton Lane, and Interstate 88 Westbound Ramps will be provided by the City. Traffic counts are not included in the agreement.

1.5 Utility Locates & Coordination: Contact J.U.L.I.E. to identify utilities that have facilities along the project limits. Request utility atlas maps and plot approximate locations and sizes of existing utilities in electronic drawings. Submit preliminary plans to utility companies to verify utility locations so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the City.

2. TOPOGRAPHIC SURVEY

2.1 Topographic Survey: Perform topographic survey within the project limits and at 50-foot intervals including driveways, cross culverts, cross streets, and major utility crossings. The limits of the survey will be 300 feet to the west of the Illinois Prairie Path and 500 feet to the east of the Interstate 88 Westbound Ramps. The survey will include 300 feet along adjacent side streets to anticipate potential profile or superelevation changes (5,850'-feet total). Cross section width shall be taken 25 feet outside the estimated proposed right-of-way and utility corridor. Set project control and benchmarks at a frequency/spacing not to exceed 1,000 feet. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

2.2 Photos: Collect photographs along the project route to assist with design drawings and exhibits.

2.3 Drainage Structures: Collect drainage structure and/or culvert condition, inverts, size, and flow direction.

2.4 Terrain Model: Download and develop existing digital terrain model for use in design and plan preparation.

2.5 Right-of-Way: Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way.

3. GEOTECHNICAL INVESTIGATION – Pavement cores, soil borings, structural borings, and topsoil depths will not be obtained for this project. In lieu of recommended geotechnical data, the preferred improvement will be based on reasonable, visual field observations.

4. TRAFFIC ANALYSIS

4.1 Traffic Forecasting:

A. Based on traffic data collected provided by the City, develop projected 2050 traffic volumes for both the existing intersections (no build) and preferred alternatives in accordance with FHWA guidelines.

B. Coordinate with the City and Chicago Metropolitan Agency for Planning (CMAP) for concurrence on 2050 traffic projections.

4.2 Crash Analysis: Obtain crash data from DOT and/or the County and compile for review. Complete a crash diagram for the intersections using the last five (5) years of crash data and summarize findings. Complete a crash analysis to evaluate the frequency, severity, and recommended countermeasures.

5. ALTERNATIVES ANALYSIS

5.1. Alternative Geometric Development: Analyze and schematically develop alternative alignments, configurations, and geometrics to establish the preferred alternative on Bilter Road. Review critical cross

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sections, right-of-way, impacts, and design constraints. Compile alternatives and summarize findings of the analysis with recommendations. A maximum of three (3) alternatives will be developed further for evaluation, including Bilter Road superelevation and surface treatments; horizontal alignment and radii; and pedestrian and bicycle accommodations and crossings, including Rapid Rectangular Flashing Beacons (RRFB).

Develop concept sketches of each alternative and analyze the following items:

- Access control
- Alternative multi-use trail/pedestrian accommodations and alignment
- Programming level cost estimates
- Right-of-Way costs
- Interim solutions
- Wetland mitigation concepts will be included

5.2. Technical Memorandum: Complete a technical memorandum summarizing the findings of the alternative geometric development; interim options and schedule; and preferred alternative.

6. PRELIMINARY DESIGN OF PREFERRED ALTERNATIVE

6.1. Preferred Alternative Geometric Design: Develop the preferred improvement corridor design model, plan, profile, and cross sections throughout the project. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Include development of the following items in the preferred improvement:

- A. Access control
- B. Pedestrian and bicycle accommodations
- C. Forest Preserve property impacts
- D. Maintenance of Traffic with possible staging and/or detours
- E. Driveways and adjacent intersections

6.2 Right-of-Way Analysis: No right-of-way is anticipated for the preferred improvements.

6.3 Barrier Warrant Investigation: Conceptually lay out the limits of required guardrail and other roadside barrier with required end treatments as needed. The limits will be used to assist with impacts to adjacent properties, floodplain fill, and cost estimating. Final barrier warrant analysis will be completed during Phase II.

6.4 Multi-use Path and Crossing Design: Prepare the bicycle path geometric plan and profile design for 100 feet north and south of Bilter Road, including RRFBs at the Illinois Prairie Bike Path crossing.

6.5 Roadway Design: The roadway design is anticipated to resurface the existing roadway pavement with 3" of asphalt and include high friction surface treatment as stated in the HSIP application. Pavement design is not included in the agreement.

6.6 Preliminary Plan and Profile: Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 50' scale. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Plan and profile sheets will include improvement limits, stations and offset callouts, define paving limits, label construction limit locations and right of way breaks, utility adjustments, guardrail locations, and wetland locations and impacts.

6.7 Typical Sections: Prepare typical sections for the existing and the preferred alternative improvements, showing dimensions and descriptions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, medians, sidewalks, bike paths, ditches, backslopes, and right of way.

6.8 Preliminary Estimate of Cost and Time: Develop preliminary cost estimates for the preferred improvement

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and anticipated duration for construction.

6.9 Drainage Analysis: The improvements are not anticipated to require drainage analyses and subsequent reports, since the existing drainage system is anticipated to have nominal changes with resurfacing and a bike trail realignment. Therefore, drainage design and reports are not included in the agreement.

7. ENVIRONMENTAL COORDINATION AND PERMITTING

7.1. Environmental Survey: Prepare the IDOT Trained Staff Initial Project Screening for Cultural Resources form (BDE 2705), Local Roads Natural Resources Screening form (BDE 2715), and Environmental Survey Request (ESR) form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. Special waste assessment will be performed by Baxter & Woodman as described below.

7.2. Permit Agency Early Coordination: Initiate coordination with the following regulatory agencies to obtain preliminary design comments:

- A. Kane-DuPage Soil and Water Conservation District
- B. Illinois Tollway Agency
- C. DuPage County Division of Transportation (DuDOT)
- D. DuPage County Forest Preserve
- E. Fox Metro Water Reclamation District

7.3. Special Waste Screening: Conduct Special Waste Screening as outlined in Section 20-12.03(b) of the IDOT Bureau of Local Roads and Streets Manual. Screening will include Environmental Regulatory Records Review and a site visit. Based on Environmental Screening results and site visit determine if further action is required and prepare a summary of the findings.

7.4. Wetland Delineation: Conduct a wetland delineation within the approximately 17-acre project boundary within 250 feet of the project corridor in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Wetland Delineation and the Midwest or Northeast Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. Locate by GPS all wetland delineation flags using a submeter Trimble GPS unit. As required by the Corps, the delineation will include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged. Prepare a wetland delineation report in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and Midwest or Northeast Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, U.S. Army Corps of Engineers data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI). The Corps requires that field data be collected during the growing season (generally April 1-Oct 31). Baxter & Woodman can complete the wetland delineation outside the growing season if requested but may be required to return during the growing season to collect additional information. Time and fee required to revisit the site to collect additional data will need to be approved by the City.

7.5. Wetland Mitigation: Complete an alternatives analysis to determine if there are any feasible alternatives to minimize impacts to wetlands. Coordinate with US Army Corps of Engineers (ACOE) and DuPage County for development of any alternative strategies. Potential alternatives include on-site wetland mitigation, wetland mitigation bank, and a combination thereof. Assisting the City with mitigating wetlands through the use of wetland banking will be completed in Phase II.

7.6. Section 4(f) Lands: Impacts to the Forest Preserve District of DuPage County (FPDDC) and DuPage County

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Aurora	Baxter & Woodman, Inc.	Kane	25-00376-00-SP

Division of Transportation (DuDOT) assets are anticipated.

A. Prepare description of easements (permanent or temporary) from publicly owned parks and recreational areas. Develop up to two (2) avoidance alternatives to assess feasibility. Evaluate impacts on these properties, addressing alternatives, measures to minimize avoid, minimize, mitigate or enhance resources, and net benefits that would result from the use of Section 4(f) land. A Section 4(f) De Minimus impact is anticipated. Prepare 4(f) documentation using De Minimus format and submit to the FHWA, FPDDC, DuDOT, and IDOT for review.

B. Prepare a draft IGA with FPDDC and DuDOT for the bike path realignment, including the necessary exhibits. FPDDC and DuDOT are anticipated to be a non-participating co-sponsor of the project to make alterations.

7.7. Fees: Agency review fees are not included in this agreement and shall be paid for separately by the City.

8. PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

8.1. Historical Records Review: Review and document historical data sources for the project area, including aerial photographs, topographic maps, fire insurance maps, County resources, and other readily available development data.

8.2. Environmental Regulatory Records Review: Perform a computer search of Federal, State, Tribal, and local government agency records to determine if the Site or adjacent properties are included within the selected regulatory databases. Based on the results of this query, the Site and its surrounding properties will be visited and evaluated for recognized environmental concerns (REC). Queries will be performed, but not be limited to the following regulatory databases

- A. National Priority List (NPL) of Hazardous Waste Sites;
- B. Hazardous Waste Treatment, Storage, Disposal Facilities (TSDF);
- C. Underground Storage Tank or Leaking Underground Storage Tank Locations (UST/LUST);
- D. Sanitary Landfill and Solid Waste Sites (SL/SWS);
- E. State Hazardous Waste Sites (SHWS);
- F. CERCLIS sites
- G. Small and Large Quantity Hazardous Waste Generators (RCRIS-SQG/LGG)
- H. RCRA

8.3. Report Preparation: Based on Environmental Screening results and site visit, prepare a PESA using the processes described in A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects, Second edition, January 2012. Prepare a letter report summarizing the activities and results of the assessment. The report will include pertinent documentation to support the screening results of the assessment. It will also provide a summary of conclusions from the limited information collected. A Preliminary Site Investigation (PSI) will not be included within this scope of work.

9. PROJECT DEVELOPMENT REPORT – Prepare a Local Project Development Report BLR 19100 form and applicable attachments (Location Map, Functional Classification Map, Typical Sections, Plan and Profile Sheets, Coordination Meeting Data, Bicycle and Pedestrian Assessment, Environmental Clearances, Public Involvement, Crash Data Analysis, Design Exceptions, PESA, and Commitments) for a State Approved Categorical Exclusion and submit the report to IDOT-BLRS for review and approval. Address IDOT comments and resubmit for Design Approval. Draft and Final submittals are anticipated.

10. RIGHT-OF-WAY AND BOUNDARY

10.1. Review City provided right-of-way documents that are within the project limits. The Bilter Road Widening project to the west of the proposed project is anticipated to complete right-of-way services needed for the bike path realignment.

10.2. Plat of Highways: Title commitments, plat of highways, and required right-of-way documents will be

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provided by the City.

10.3. Appraisals: To be completed in Phase II, if required.

10.4. Negotiations: To be completed in Phase II, if required.

11. QA/QC - Perform in-house milestone and constructability reviews by senior staff during alternative review, Draft PDR, and Final PDR submittals. Provide ongoing reviews of permitting and utility coordination efforts.

12. PROJECT MEETINGS AND PUBLIC INVOLVEMENT

A. Project Meetings: Prepare, attend, and provide meeting minutes for the following anticipated project meetings:

- City (3 total) (Kickoff, Alternatives, Draft PDR)
- IDOT (2) (Kickoff and Review)
- Illinois Tollway (1)
- DuPage County (1)

B. Public Information Meeting: Prepare advertisement, exhibits, handouts, and attend one (1) Public Information Meeting to present the Study, including results and recommendations to the City. Prepare meeting minutes to document public comments. Engineers will conduct the meeting in an open-house format, answer questions, take comments, and provide a lead role for the meeting. Prepare mailings to property owners identified with land acquisition.

C. Notification Letters: Prepare property owners' letters for impacted parcels and subdivisions, in lieu of multiple public meetings. This work will be performed in accordance with City and DOT guidelines.

D. Project Website: No project website is anticipated.

E. Social Media: No social media participation is anticipated.

13. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with City and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

PROJECT DELIVERABLES

Deliverables: The following is a list of anticipated final deliverables to the City for this project:

- A. Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.
- B. Electronic Record of Design files including Final Plans, Specifications, Permits, agency correspondence, Utility logs, Project Reports and Models, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.

Not Included: The following items are not included within the scope of this project, but can be provided as additional services to the contract:

- A. Pavement cores
- B. Pavement design
- C. Preliminary Site Investigation (PSI)
- D. Traffic counts
- E. Traffic capacity analyses
- F. Traffic signal warrant study
- G. Intersection Design Study
- H. Final barrier warrant analysis
- I. Lighting design
- J. Drainage analysis, design, and reports

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K. Wetland banking and fees L. Project Development Report (BLR 22210) M. NPDES NOI, SWPPP, and IEPA Submittals N. Kane-DuPage Soil and Conservation District SESC Review O. Permit review fees P. Right-of-Way acquisition services including Appraisals and Negotiations			

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**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed: April 27, 2026
Kickoff Meeting: May 2026
IDOT Kickoff Meeting: June 2026
FHWA/IDOT Coordination Meeting: August 2026
Public Involvement Meeting: October 2026
Draft PDR Submittal: November 2026
Final PDR Submittal: February 2027
Design Approval: April 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
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**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit C. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. 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: 02/24/26

Method(s) used for advertisement and dates of advertisement

City Advertisement Released January 29, 2026

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
Consultant Experience	30%
Staff Capabilities	20%
Technical Approach	30%
Schedule	20%

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

City Traffic Engineer, Civil Engineer I, Professional Engineer I

Top three consultants ranked for this project in order

1	Baxter & Woodman, Inc.
2	Kimley-Horn and Associates, Inc.
3	HR Green, Inc.

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"/>
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 checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exhibit D: Cost Estimate of Consultant Services - Specific Rate



Project No./Name: 2600312.00/Bilter Road HISP Engineering Services

Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Total Compensation
Totals		748.00	\$128,211.00	\$1,852.50	\$130,063.50
01 - Early Coordination and Data Collection		32.00	\$5,494.00	\$90.00	\$5,584.00
	Carly Casper	4.00			
	Abdul Sbaiti	4.00			
	Dan Schug	2.00			
	Josh Harris	2.00			
	Jackson Holder	8.00			
	Kathleen Roberson	4.00			
	Tehniyat Fatima	8.00			
02 - Topographic Survey		106.00	\$15,772.00	\$900.00	\$16,672.00
	Abdul Sbaiti	2.00			
	Joe Molidor	28.00			
	Melissa Miller	76.00			
03 - Geotechnical Investigation		2.00	\$455.00		\$455.00
	Josh Harris	1.00			
	Abdul Sbaiti	1.00			
04 - Traffic Analysis		36.00	\$5,440.00		\$5,440.00
	Carly Casper	4.00			
	Cassie Theissen	4.00			
	Kathleen Roberson	8.00			
	Tehniyat Fatima	20.00			
05 - Alternatives Analysis		104.00	\$16,656.00		\$16,656.00
	Abdul Sbaiti	24.00			
	Kathleen Roberson	8.00			
	Tehniyat Fatima	72.00			
06 - Preliminary Design of Preferred Alt		112.00	\$19,008.00		\$19,008.00
	Abdul Sbaiti	24.00			
	Heather Finrock	4.00			
	Kathleen Roberson	48.00			
	Tehniyat Fatima	36.00			

Exhibit D: Cost Estimate of Consultant Services - Specific Rate



Project No./Name: 2600312.00/Bilter Road HISP Engineering Services

Deliverable	Employee	Planned Hrs	Labor Compensation	Reimbursable Expenses	Total Compensation
Totals		748.00	\$128,211.00	\$1,852.50	\$130,063.50
07 - Environmental Coordination &		84.00	\$11,384.00	\$525.00	\$11,909.00
	Coilin McConnell	2.00			
	Abdul Sbaiti	8.00			
	Jake Rogers	2.00			
	Kathleen Roberson	4.00			
	Mariah Melone	24.00			
	Melody Pietsch	32.00			
	Michael Kowalczyk	4.00			
	Tehniyat Fatima	8.00			
08 - PESA		32.00	\$4,710.00	\$247.50	\$4,957.50
	Jake Rogers	2.00			
	Joe McGuire	30.00			
09 - Project Development Report		56.00	\$10,164.00		\$10,164.00
	Abdul Sbaiti	20.00			
	Josh Harris	8.00			
	Tehniyat Fatima	28.00			
10 - Right-of-Way and Boundary		24.00	\$5,180.00		\$5,180.00
	Abdul Sbaiti	4.00			
	Josh Harris	4.00			
	Tony Bianchin	16.00			
11 - QA/QC		16.00	\$3,740.00		\$3,740.00
	Jay Coleman	4.00			
	Josh Harris	8.00			
	Michael Kowalczyk	4.00			
12 - Project Meetings and Public		112.00	\$22,368.00	\$90.00	\$22,458.00
	Chris Cundiff	20.00			
	Abdul Sbaiti	44.00			
	Josh Harris	32.00			
	Tehniyat Fatima	16.00			
13 - Project Management		32.00	\$7,840.00		\$7,840.00
	Josh Harris	32.00			