



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

| | | | |
|---------------------|------------------|----------------|----------------------|
| Local Public Agency | County | Section Number | Job Number |
| Aurora | Kane | 20-00335-00-FL | D-91-074-24 |
| Project Number | Contact Name | Phone Number | Email |
| SPPP(372) | Alexander Nugent | (630) 256-3200 | nugenta@aurora.il.us |

SECTION PROVISIONS

| | | | |
|---|-----------|--------|--|
| Local Street/Road Name | Key Route | Length | Structure Number |
| South Edgelawn Drive | FAU 2504 | 0.05mi | N/A |
| Location Termini | | | <input type="button" value="Add Location"/> |
| at Burlington Northern Santa Fe Railway | | | <input type="button" value="Remove Location"/> |

Project Description

Design Engineering (Phase II) for construction of multi-use path crossing at railway.
ENGINEER'S Project No. 0201383.40

Engineering Funding Federal 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 S. Harris | (815) 444-3271 | JHarris@BaxterWoodman.com |
| Address | City | State | Zip Code |
| 1548 Bond Street, Suite 103 | Naperville | IL | 60563 |

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 purposed 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 |
|------------------------------|--------------------|------------------|
| Baxter & Woodman, Inc. | 36-2845242 | \$70,476.00 |

| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
|------------------------|--------------------|------------------|
| | | |
| Subconsultant Total | | |
| Prime Consultant Total | | \$70,476.00 |
| Total for all work | | \$70,476.00 |

AGREEMENT SIGNATURES

Executed by the LPA:

The of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

| | | | |
|---------------------|------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Aurora | Baxter & Woodman, Inc. | Kane | 20-00335-00-FL |

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

PROJECT UNDERSTANDING:

This project involves Phase II Engineering for the installation of a multi-use path, parallel to Edgelawn Drive, crossing the Burlington Northern Santa Fe (BNSF) Railroad tracks.

Completion of the Phase II design plans, specifications, and bidding documents will follow federal project development procedures to ensure eligibility for federal funding. The project will be coordinated with IDOT's Bureau of Local Roads and Streets and the Federal Highway Administration for reviews.

SCOPE OF SERVICES:

1. EARLY COORDINATION AND DATA COLLECTION

- 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 County Council of Mayors.
- Field evaluation: Collect and record all necessary field data for roadway, drainage, utility, and pavement analysis for use in design. Observe and photograph the project area and immediate surroundings.

2. ENVIRONMENTAL COORDINATION AND PERMITTING

- 2.1. Wetland Banking Agreement: Assist the City with mitigating wetland impacts through the use of wetland banking. Facilitate preparation and execution of a wetland banking credit purchase agreement. Payments for banking fees are included in the scope of this work.
- 2.2. Railroad Coordination: Coordinate the easements and proposed improvements with BNSF. Prepare and deliver to the BNSF and the City a right-of-entry permit with supporting documents to perform work within the Railroad Right-of-Way. Prepare railroad coordination special provision with project information, including verifying costs and requirements associated with obtaining railroad protective liability insurance, railroad flaggers, and permit fees. The right-of-entry permit fees are included in the scope of this work.
- 2.3. ICC Coordination: Petition the ICC and attend an ICC hearing with an Administrative Law Judge to receive an Agreed Order for the railroad to complete the work and permit the City to advertise the construction project through IDOT.

3. PRELIMINARY SITE INVESTIGATION (PSI)

- 3.1. Sample Collection: Collect up to four samples of subsurface soil from site, preserve samples, and transport to environmental laboratory for analytical testing. Laboratory analyses will include BTEX, PNAs, RCRA Metals, TCLP Metals, SPLP Metals, and Soils pH.
- 3.2. PSI Report: Prepare a letter report summarizing the activities and results of the investigation(s). The report will include pertinent laboratory testing results. It will also provide a summary of conclusions from the information collected and identify which DOT pay items and special provisions should be included in the construction documents for disposing of Regulated Substances.
- 3.3. Soil Disposal: Identify any areas from which excavated material may be classified as Clean Construction or Demolition Debris (CCDD) and if applicable prepare an IEPA LPC-663 form.

4. RIGHT OF WAY AND BOUNDARY

- 4.1. Plat of Highways: Perform legal surveys and develop plats, legal descriptions and utilize the services of a DOT-approved title company to obtain title commitments for a maximum of two (2) adjacent parcels of land to be acquired for right-of-way, permanent easements, or temporary construction easements.
- 4.2. Coordination: Coordinate limits with BNSF and City.

| | | | |
|---------------------|------------------------------|--------|----------------|
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5. PLAN PREPARATION

- 5.1. Estimate of Cost and Time: Prepare summary of quantities, estimate of time, schedules of materials and an engineer's estimate of cost.
- 5.2. Specifications: Prepare special provisions in accordance with City guidelines to specify items not covered by the DOT Standard Specifications for Road and Bridge Construction.
- 5.3. Roadway Design: Prepare plan and profile sheets for the roadway design including improvement limits, stations and offset callouts, label construction limit locations and right of way breaks, rehabilitation strategy, bike path improvements, driveway repairs, utility structure adjustments, pavement marking, and note special instructions to the Contractor. Separate removal sheets will be prepared for this project.
- 5.4. Utility Locates & Coordination: Contact J.U.L.I.E. to confirm utilities within the project limits. Request updated utility atlas maps and plot approximate locations and sizes of existing utilities in electronic drawings. Submit final 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. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.
- 5.5. Drainage Design: Prepare the ditch design meeting City standards for the proposed improvements. It is assumed that the project outfalls will be maintained and not modified as part of this project.
- 5.6. Maintenance of Traffic and Construction Staging: Traffic is anticipated to be detoured. Develop a preferred maintenance of traffic and submit to the City for comment and approval. Identify the preferred strategy for maintaining traffic and driveway access. Complete a design of the preferred staging plan which may include a detour or staged construction. Prepare construction staging notes, typical sections, and layout to maintain local traffic flow through the construction zone. Confer with City staff, emergency services, and public transportation agencies to consider local impacts and concerns.
- 5.7. Bike Path Design: Prepare the bicycle path pavement design and geometric plan and profile design.
- 5.8. Cross Section Design: Design roadway cross sections at 50-foot intervals and all cross streets, driveways. Compute earthwork calculations. Stage construction earthwork calculations are not anticipated.
- 5.9. Detailed Drawings: Complete required plan sheets required for bidding including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Removals, Grading, Pavement Markings, Design Details, and Cross Sections.
- 5.10. IDOT Submittals: Submit the Pre-final, Initial Final and Final PS&E to IDOT per the IDOT Region One Letting Schedule. Provide a disposition of comments to all IDOT reviews.

6. QA/QC – Perform in-house milestone and constructability reviews by senior staff during project initiation, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

7. ASSIST BIDDING

- 7.1. Provide design assistance and clarification for bid documents.
- 7.2. Assist the City with coordination and scheduling during the bid process.
- 7.3. Provide documents for bidding and assist the City in solicitation of bids through IDOT's Bulletin, prepare addendums as necessary, evaluate and tabulate bids, and make a recommendation to the City for an award of contract.

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8. MEETINGS AND PUBLIC INVOLVEMENT

- Meetings: The following meetings are anticipated for this project:
 - o City Meetings (2 total) (Kickoff, Pre-final)
 - o Fox Valley Park District Meetings (1 total) (Pre-final)
 - o Aurora Township Highway Department (1 total)
 - o IDOT Meetings (1 total) (Kickoff)
 - o Railroad Coordination Meetings (1 total) (Final)
 - o ICC Hearing (1 total)
- Public Outreach: No public involvement is anticipated for this project.

9. PHASE III CONSTRUCTION ASSISTANCE – Provide on-call assistance to the City during construction to review shop drawings, answer design questions, and resolve constructability issues.

10. 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. Provide the City the IDOT forms for federal reimbursement.

11. SUPPLEMENTAL SURVEY – As approved by the City, provide additional topographic survey for proposed improvements within the project area.

12. PROJECT DELIVERABLES

12.1. 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, 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.

12.2. 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. Appraisals and Negotiations ROW Acquisition Services
- Land Acquisition Purchase Fees

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**EXHIBIT B
PROJECT SCHEDULE**

July 1, 2024 - Notice to Proceed
 July 25, 2025 - Prefinal PS&E
 September 29, 2025 - Final PS&E
 November 24, 2025 - Final Construction Engineering, Railroad, Funding Agreements, and ROW Documents
 November 26, 2025 - ROW Certified
 December 5, 2025 - Service Bulletin
 January 16, 2026 - Letting

| | | | |
|---------------------|------------------------------|--------|----------------|
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**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

| | | No | Yes |
|---|---|--------------------------|-------------------------------------|
| 1 | Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 | Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 | Was the scope of services for this project clearly defined? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4 | Was public notice given for this project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

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

| Project Criteria | Weighting |
|-----------------------|-----------|
| Consultant Experience | 30% |
| Staff Capabilities | 30% |
| Technical Approach | 30% |
| Adherence to RFQ | 10% |

| | | | |
|---|---|--------------------------|-------------------------------------|
| 8 | Do the written QBS policies and procedures discuss the method of selection? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|---|--------------------------|-------------------------------------|

Selection committee (titles) for this project

Top three consultants ranked for this project in order

| | |
|---|------------------------------------|
| 1 | Baxter & Woodman |
| 2 | Patrick Engineering |
| 3 | Environmental Design International |

| | | | |
|----|--|-------------------------------------|-------------------------------------|
| 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"/> |

| | | |
|--|--|---|
| Local Public Agency City of Aurora | County Kane | Section Number 20-00335-00-FL |
| Prime Consultant (Firm) Name Baxter & Woodman, Inc. | Prepared By Joshua S. Harris | Date 4/15/2023 |
| Consultant / Subconsultant Name Baxter & Woodman, Inc. | Job Number SPPP(372) | |

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

Remarks

PAYROLL ESCALATION TABLE

| | | | | |
|----------------------|------------|--------|--------------------------|---------|
| CONTRACT TERM | 24 | MONTHS | OVERHEAD RATE | 155.43% |
| START DATE | 5/15/2024 | | COMPLEXITY FACTOR | |
| RAISE DATE | 12/15/2024 | | % OF RAISE | 2.00% |
| END DATE | 5/14/2026 | | | |

ESCALATION PER YEAR

| Year | First Date | Last Date | Months | % of Contract |
|------|------------|------------|--------|---------------|
| 0 | 5/15/2024 | 12/15/2024 | 7 | 29.17% |
| 1 | 12/16/2024 | 12/15/2025 | 12 | 51.00% |
| 2 | 12/16/2025 | 5/15/2026 | 5 | 21.68% |

The total escalation = 1.84%

Local Public Agency**County****Section Number**

City of Aurora

Kane

20-00335-00-FL

Consultant / Subconsultant Name**Job Number**

Baxter & Woodman, Inc.

SPPP(372)

PAYROLL RATES

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

| | |
|-----------------------------|--------------|
| MAXIMUM PAYROLL RATE | 86.00 |
| ESCALATION FACTOR | 1.84% |

| CLASSIFICATION | IDOT PAYROLL RATES ON FILE | CALCULATED RATE |
|-----------------------------------|---|------------------------|
| Executive Vice President | \$85.42 | \$86.00 |
| Vice President | \$76.58 | \$77.99 |
| Engineer VII | \$70.08 | \$71.37 |
| Engineer VI | \$69.08 | \$70.35 |
| Engineer V | \$59.58 | \$60.68 |
| Engineer IV | \$52.77 | \$53.74 |
| Engineer III | \$43.41 | \$44.21 |
| Engineer II | \$39.56 | \$40.29 |
| Engineer I | \$34.06 | \$34.69 |
| Electrical Automation Engineer IV | \$52.25 | \$53.21 |
| Environ. Scientist V | \$56.08 | \$57.11 |
| Environ. Scientist II | \$33.63 | \$34.25 |
| Engineer Tech V | \$57.72 | \$58.78 |
| Engineer Tech IV | \$47.44 | \$48.31 |
| Engineer Tech III | \$40.21 | \$40.95 |
| Engineer Tech II | \$32.33 | \$32.93 |
| Engineer Tech I | \$28.00 | \$28.52 |
| Spatial Tech. V | \$64.00 | \$65.18 |
| Spatial Tech. Prof. III | \$49.13 | \$50.03 |
| Spatial Tech. Prof. II | \$35.00 | \$35.64 |
| Survey Manager | \$51.00 | \$51.94 |
| Surveyor, Project | \$39.38 | \$40.11 |
| Survey Tech. | \$26.50 | \$26.99 |
| CADD Technician III | \$45.17 | \$46.00 |
| Marketing Prof. IV | \$39.00 | \$39.72 |
| Marketing Prof. III | \$39.13 | \$39.85 |
| Admin. Prof. IV | \$36.25 | \$36.92 |

Local Public Agency

City of Aurora

County

Kane

Section Number

20-00335-00-FL

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

Job Number

SPPP(372)

DIRECT COSTS WORKSHEET

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

| ITEM | ALLOWABLE | QUANTITY | CONTRACT RATE | TOTAL |
|--|---|----------|---------------|--------------------|
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost (Up to state rate maximum) | | | \$0.00 |
| Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost | | | \$0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | \$0.00 |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | 640 | \$0.67 | \$428.80 |
| Vehicle Owned or Leased | \$32.50/half day (4 hours or less) or \$65/full day | 1 | \$65.00 | \$65.00 |
| Vehicle Rental | Actual Cost (Up to \$55/day) | | | \$0.00 |
| Tolls | Actual Cost | | | \$0.00 |
| Parking | Actual Cost | | | \$0.00 |
| Overtime | Premium portion (Submit supporting documentation) | | | \$0.00 |
| Shift Differential | Actual Cost (Based on firm's policy) | | | \$0.00 |
| Overnight Delivery/Postage/Courier Service | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (In-house) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (Outside) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Project Specific Insurance | Actual Cost | | | \$0.00 |
| Monuments (Permanent) | Actual Cost | | | \$0.00 |
| Photo Processing | Actual Cost | | | \$0.00 |
| 2-Way Radio (Survey or Phase III Only) | Actual Cost | | | \$0.00 |
| Telephone Usage (Traffic System Monitoring Only) | Actual Cost | | | \$0.00 |
| CADD | Actual Cost (Max \$15/hour) | | | \$0.00 |
| Web Site | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Advertisements | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Facility Rental | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Exhibits/Renderings & Equipment | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Recording Fees | Actual Cost | | | \$0.00 |
| Transcriptions (specific to project) | Actual Cost | | | \$0.00 |
| Courthouse Fees | Actual Cost | | | \$0.00 |
| Storm Sewer Cleaning and Televising | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Traffic Control and Protection | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Aerial Photography and Mapping | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Utlility Exploratory Trenching | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Testing of Soil Samples | Actual Cost | 4 | \$370.50 | \$1,482.00 |
| Lab Services | Actual Cost (Provide breakdown of each cost) | | | \$0.00 |
| Equipment and/or Specialized Equipment Rental | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Title Commitments | Actual Cost | 2 | \$500.00 | \$1,000.00 |
| Wetland Banking Fees | Actual Cost | 0.015 | \$130,000.00 | \$1,950.00 |
| Railroad Review and Permit Fees | Actual Cost | 1 | \$16,350.00 | \$16,350.00 |
| PID Meter Rental | Actual Cost | 1 | \$160.00 | \$160.00 |
| TOTAL DIRECT COSTS: | | | | \$21,435.80 |

Local Public Agency

City of Aurora

County

Kane

Section Number

20-00335-00-FL

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

Job Number

SPPP(372)

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJ. RATES | | | Early Coordination and Data Collection | | | Enviro. Coordination & Permitting | | | Preliminary Site Investigation (PSI) | | | Right of Way and Boundary | | | Plan Preparation | | |
|-----------------------------|------------------------|-------------------|------------|-------------|---|------------|-------------|--------------------------------------|------------|-------------|---|------------|-------------|---------------------------|------------|-------------|------------------|------------|-------------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Executive Vice President | 86.00 | 0.0 | | | | | | | | | | | | | | | | | |
| Vice President | 77.99 | 8.0 | 2.30% | 1.79 | | | | 4 | 20.00% | 15.60 | | | | | | | | | |
| Engineer VII | 71.37 | 0.0 | | | | | | | | | | | | | | | | | |
| Engineer VI | 70.35 | 16.0 | 4.60% | 3.23 | | | | 2 | 10.00% | 7.04 | | | | | | | | | |
| Engineer V | 60.68 | 88.0 | 25.29% | 15.34 | 1 | 20.00% | 12.14 | 8 | 40.00% | 24.27 | 1 | 2.86% | 1.73 | 4 | 10.00% | 6.07 | 16 | 11.43% | 6.93 |
| Engineer IV | 53.74 | 36.0 | 10.34% | 5.56 | | | | | | | | | | 36 | 90.00% | 48.37 | | | |
| Engineer III | 44.21 | 0.0 | | | | | | | | | | | | | | | | | |
| Engineer II | 40.29 | 64.0 | 18.39% | 7.41 | 4 | 80.00% | 32.23 | 2 | 10.00% | 4.03 | | | | | | | 40 | 28.57% | 11.51 |
| Engineer I | 34.69 | 46.0 | 13.22% | 4.59 | | | | | | | | | | | | | 44 | 31.43% | 10.90 |
| Electrical Automation Engin | 53.21 | 0.0 | | | | | | | | | | | | | | | | | |
| Environ. Scientist V | 57.11 | 2.0 | 0.57% | 0.33 | | | | | | | 2 | 5.71% | 3.26 | | | | | | |
| Environ. Scientist II | 34.25 | 34.0 | 9.77% | 3.35 | | | | 4 | 20.00% | 6.85 | 30 | 85.71% | 29.36 | | | | | | |
| Engineer Tech V | 58.78 | 0.0 | | | | | | | | | | | | | | | | | |
| Engineer Tech IV | 48.31 | 0.0 | | | | | | | | | | | | | | | | | |
| Engineer Tech III | 40.95 | 0.0 | | | | | | | | | | | | | | | | | |
| Engineer Tech II | 32.93 | 0.0 | | | | | | | | | | | | | | | | | |
| Engineer Tech I | 28.52 | 0.0 | | | | | | | | | | | | | | | | | |
| Spatial Tech. V | 65.18 | 0.0 | | | | | | | | | | | | | | | | | |
| Spatial Tech. Prof. III | 50.03 | 0.0 | | | | | | | | | | | | | | | | | |
| Spatial Tech. Prof. II | 35.64 | 0.0 | | | | | | | | | | | | | | | | | |
| Survey Manager | 51.94 | 10.0 | 2.87% | 1.49 | | | | | | | | | | | | | | | |
| Surveyor, Project | 40.11 | 0.0 | | | | | | | | | | | | | | | | | |
| Survey Tech. | 26.99 | 0.0 | | | | | | | | | | | | | | | | | |
| CADD Technician III | 46.00 | 42.0 | 12.07% | 5.55 | | | | | | | | | | | | | 40 | 28.57% | 13.14 |
| Marketing Prof. IV | 39.72 | 0.0 | | | | | | | | | | | | | | | | | |
| Marketing Prof. III | 39.85 | 0.0 | | | | | | | | | | | | | | | | | |
| Admin. Prof. IV | 36.92 | 2.0 | 0.57% | 0.21 | | | | | | | 2 | 5.71% | 2.11 | | | | | | |
| TOTALS | | 348.0 | 100% | \$48.86 | 5.0 | 100.00% | \$44.37 | 20.0 | 100% | \$57.78 | 35.0 | 100% | \$36.46 | 40.0 | 100% | \$54.44 | 140.0 | 100% | \$42.49 |

Local Public Agency

City of Aurora

County

Kane

Section Number

20-00335-00-FL

Consultant / Subconsultant Name

Baxter & Woodman, Inc.

Job Number

SPPP(372)

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | QA/QC | | | Assist Bidding | | | Project Meetings and Public Involvement | | | Phase III Construction Assistance | | | Project Management | | | Supplemental Survey | | |
|--------------------------------|------------------------|-------|------------|--------------|----------------|------------|--------------|--|------------|--------------|--------------------------------------|------------|--------------|--------------------|------------|--------------|---------------------|------------|--------------|
| | | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg | Hours | % Part. | Wgt'd Avg |
| Executive Vice President | 86.00 | | | | | | | | | | | | | | | | | | |
| Vice President | 77.99 | 4 | 33.33% | 26.00 | | | | | | | | | | | | | | | |
| Engineer VII | 71.37 | | | | | | | | | | | | | | | | | | |
| Engineer VI | 70.35 | 4 | 33.33% | 23.45 | | | | 10 | 20.83% | 14.66 | | | | | | | | | |
| Engineer V | 60.68 | 4 | 33.33% | 20.23 | 2 | 33.33% | 20.23 | 26 | 54.17% | 32.87 | 4 | 50.00% | 30.34 | 20 | 100.00% | 60.68 | 2 | 14.29% | 8.67 |
| Engineer IV | 53.74 | | | | | | | | | | | | | | | | | | |
| Engineer III | 44.21 | | | | | | | | | | | | | | | | | | |
| Engineer II | 40.29 | | | | 2 | 33.33% | 13.43 | 12 | 25.00% | 10.07 | 4 | 50.00% | 20.14 | | | | | | |
| Engineer I | 34.69 | | | | 2 | 33.33% | 11.56 | | | | | | | | | | | | |
| Electrical Automation Engineer | 53.21 | | | | | | | | | | | | | | | | | | |
| Environ. Scientist V | 57.11 | | | | | | | | | | | | | | | | | | |
| Environ. Scientist II | 34.25 | | | | | | | | | | | | | | | | | | |
| Engineer Tech V | 58.78 | | | | | | | | | | | | | | | | | | |
| Engineer Tech IV | 48.31 | | | | | | | | | | | | | | | | | | |
| Engineer Tech III | 40.95 | | | | | | | | | | | | | | | | | | |
| Engineer Tech II | 32.93 | | | | | | | | | | | | | | | | | | |
| Engineer Tech I | 28.52 | | | | | | | | | | | | | | | | | | |
| Spatial Tech. V | 65.18 | | | | | | | | | | | | | | | | | | |
| Spatial Tech. Prof. III | 50.03 | | | | | | | | | | | | | | | | | | |
| Spatial Tech. Prof. II | 35.64 | | | | | | | | | | | | | | | | | | |
| Survey Manager | 51.94 | | | | | | | | | | | | | | | | 10 | 71.43% | 37.10 |
| Surveyor, Project | 40.11 | | | | | | | | | | | | | | | | | | |
| Survey Tech. | 26.99 | | | | | | | | | | | | | | | | | | |
| CADD Technician III | 46.00 | | | | | | | | | | | | | | | | 2 | 14.29% | 6.57 |
| Marketing Prof. IV | 39.72 | | | | | | | | | | | | | | | | | | |
| Marketing Prof. III | 39.85 | | | | | | | | | | | | | | | | | | |
| Admin. Prof. IV | 36.92 | | | | | | | | | | | | | | | | | | |
| TOTALS | | 12.0 | 100% | \$69.67 | 6.0 | 100% | \$45.22 | 48.0 | 100% | \$57.60 | 8.0 | 100% | \$50.48 | 20.0 | 100% | \$60.68 | 14.0 | 100% | \$52.34 |