



# Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:  Number:

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Aurora	Kane	20-00335-00-FL	P-91-013-21
Project Number	Contact Name	Phone Number	Email
A0S8(977)	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

Preliminary Engineering (Phase I) for construction of multi-use path crossing at railway. ENGINEER'S Project No. 201383.30

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.	Tom Slattery	(815) 529-8751	tslattery@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
- 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	\$24,301.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$24,301.00
Total for all work		\$24,301.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

The 

Local Public Agency Type
City

 of 

Local Public Agency
Aurora

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency
Aurora

Local Public Agency Type
City

 Clerk

Title
Mayor

(SEAL)

Executed by the ENGINEER:

Attest: 

Prime Consultant (Firm) Name
Baxter & Woodman, Inc.

By (Signature & Date)

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By (Signature & Date)

--

Title
Deputy Secretary

Title
Vice President

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**

**RIGHT-OF-WAY**

Conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way and easements. Work to complete Plat of Easement or Plat of Dedication is not included.

**PRELIMINARY DESIGN**

**ALTERNATIVES ANALYSIS:**

Analyze and schematically develop alternative alignments, configurations, and geometrics to establish the preferred alternative of the multi-use path. Review critical cross sections, right-of-way, impacts, and design constraints.

**PRELIMINARY DESIGN OF PREFERRED ALTERNATIVE:**

- 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.
- Preliminary Plan and Profile: Prepare plan and profile sheets for the horizontal and vertical alignment. 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.
- Typical Sections: Prepare typical sections for the existing and proposed improvements, showing dimensions and descriptions for roadway surfaces, bases, subbases, subgrade treatments, medians, bike paths, ditches, backslopes, and right of way.
- Preliminary Cross Section Design: Design roadway cross sections at 50-foot intervals and all cross streets, driveways and cross-road culverts.
- Preliminary Estimate of Cost and Time: Develop preliminary cost estimates for the preferred improvement and anticipated duration for construction.

**PUBLIC INFORMATIONAL MEETING**

Prepare advertisement, exhibits, handouts, and attend Public Informational Meeting. Address public comments within Project Development Report. Prepare mailings to property owners identified with land acquisition.

**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, coordinate invoices from sub-consultants.

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

**EXHIBIT B  
PROJECT SCHEDULE**

Public Informational Meeting: July 2023  
Submit Draft Phase I report to IDOT - October 2023  
Final Phase I Report to IDOT - March 2024



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

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

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

Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

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

Project Criteria	Weighting
Technical Approach	30%
Firm Experience	30%
Staff Capabilities	20%
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

Top three consultants ranked for this project in order	
1	<input type="text" value="Baxter &amp; Woodman"/>
2	<input type="text" value="HW Lochner"/>
3	<input type="text" value="Wight &amp; Company"/>

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

<b>Local Public Agency</b> City of Aurora	<b>County</b> Kane	<b>Section Number</b> 20-00335-00-FL
<b>Prime Consultant (Firm) Name</b> Baxter & Woodman, Inc.	<b>Prepared By</b> Tom Slattery	<b>Date</b> 3/12/2024
<b>Consultant / Subconsultant Name</b> Baxter & Woodman, Inc.	<b>Job Number</b> A0S8(977)	

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

**Remarks**

Supplement #1

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	24	MONTHS	<b>OVERHEAD RATE</b>	143.55%
<b>START DATE</b>	1/1/2023		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	12/15/2023		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	12/31/2024			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2023	12/15/2023	12	50.00%
1	12/16/2023	12/15/2024	12	51.00%

**The total escalation = 1.00%**

**Local Public Agency**

**County**

**Section Number**

City of Aurora

Kane

20-00335-00-FL

**Consultant / Subconsultant Name**

**Job Number**

Baxter & Woodman, Inc.

A0S8(977)

**PAYROLL RATES**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>1.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Executive Vice President	\$85.42	\$86.00
Vice President	\$76.58	\$77.35
Engineer VII	\$70.08	\$70.78
Engineer VI	\$69.08	\$69.77
Engineer V	\$59.58	\$60.18
Engineer IV	\$52.77	\$53.30
Engineer III	\$43.41	\$43.84
Engineer II	\$39.56	\$39.96
Engineer I	\$34.06	\$34.40
Electrical Automation Engineer IV	\$52.25	\$52.77
Environ. Scientist V	\$56.08	\$56.64
Environ. Scientist II	\$33.63	\$33.97
Engineer Tech V	\$57.72	\$58.30
Engineer Tech IV	\$47.44	\$47.91
Engineer Tech III	\$40.21	\$40.61
Engineer Tech II	\$32.33	\$32.65
Engineer Tech I	\$28.00	\$28.28
Spatial Tech. V	\$64.00	\$64.64
Spatial Tech. Prof. III	\$49.13	\$49.62
Spatial Tech. Prof. II	\$35.00	\$35.35
Survey Manager	\$51.00	\$51.51
Surveyor, Project	\$39.38	\$39.77
Survey Tech.	\$26.50	\$26.77
CADD Technician III	\$45.17	\$45.62
Marketing Prof. IV	\$39.00	\$39.39
Marketing Prof. III	\$39.13	\$39.52
Admin. Prof. IV	\$36.25	\$36.61

**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

20-00335-00-FL

**Consultant / Subconsultant Name**

Baxter & Woodman, Inc.

**Job Number**

A0S8(977)

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	48	\$1.00	\$48.00
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
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$48.00</b>

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Aurora	Kane	20-00335-00-FL
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Baxter & Woodman, Inc.	A0S8(977)	

**SUBCONSULTANTS**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

20-00335-00-FL

**Consultant / Subconsultant Name**

Baxter & Woodman, Inc.

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A0S8(977)

**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 143.55%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Right of Way		4	213	306	70		589	2.42%
Preliminary Design		114	5,350	7,680	1,766		14,796	60.89%
Public Informational Meeting	48	30	1,532	2,199	506		4,237	17.44%
Project Management		24	1,674	2,404	553		4,631	19.06%
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			-	-	-		-	-
			-	-	-		-	-
<b>Subconsultant DL</b>							\$0.00	
<b>Direct Costs Total ==&gt;</b>	\$48.00						\$48.00	0.20%
<b>TOTALS</b>		172	8,769	12,589	2,895	-	24,301	100.00%

21,358

BLR 05514 (Rev. 02/09/23)

**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

20-00335-00-FL

**Consultant / Subconsultant Name**

Baxter & Woodman, Inc.

**Job Number**

A0S8(977)

**AVERAGE HOURLY PROJECT RATES**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Right of Way			Preliminary Design			Public Informational Meeting			Project Management					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	86.00	0.0																	
Vice President	77.35	0.0																	
Engineer VII	70.78	0.0																	
Engineer VI	69.77	36.0	20.93%	14.60				8	7.02%	4.90	4	13.33%	9.30	24	100.00%	69.77			
Engineer V	60.18	8.0	4.65%	2.80				8	7.02%	4.22									
Engineer IV	53.30	18.0	10.47%	5.58	4	100.00%	53.30				14	46.67%	24.87						
Engineer III	43.84	80.0	46.51%	20.39				80	70.18%	30.77									
Engineer II	39.96	4.0	2.33%	0.93							4	13.33%	5.33						
Engineer I	34.40	0.0																	
Electrical Automation Engin	52.77	0.0																	
Environ. Scientist V	56.64	0.0																	
Environ. Scientist II	33.97	0.0																	
Engineer Tech V	58.30	0.0																	
Engineer Tech IV	47.91	0.0																	
Engineer Tech III	40.61	0.0																	
Engineer Tech II	32.65	0.0																	
Engineer Tech I	28.28	0.0																	
Spatial Tech. V	64.64	0.0																	
Spatial Tech. Prof. III	49.62	0.0																	
Spatial Tech. Prof. II	35.35	0.0																	
Survey Manager	51.51	0.0																	
Surveyor, Project	39.77	0.0																	
Survey Tech.	26.77	0.0																	
CADD Technician III	45.62	22.0	12.79%	5.84				16	14.04%	6.40	6	20.00%	9.12						
Marketing Prof. IV	39.39	0.0																	
Marketing Prof. III	39.52	0.0																	
Admin. Prof. IV	36.61	4.0	2.33%	0.85				2	1.75%	0.64	2	6.67%	2.44						
<b>TOTALS</b>		172.0	100%	\$50.99	4.0	100.00%	\$53.30	114.0	100%	\$46.93	30.0	100%	\$51.07	24.0	100%	\$69.77	0.0	0%	\$0.00