



PROFESSIONAL SERVICES AGREEMENT

For

**East Indian Trail Traffic Signals
Traffic Signal Interconnect and Modernization
Phase II – Contract Plans, Specifications and Estimates**

Mr. Robert Greene, P.E.
City Traffic Engineer
City of Aurora
44 East Downer Place
Aurora, Illinois 60507-2067
Phone: 630.256.3200

Mr. Anthony P. Simmons, P.E.
Regional Director - Transportation
HR Green, Inc.
651 Prairie Pointe Drive, Suite 201
Yorkville, Illinois 60560
HR Green Project Number: 070690.15

January 12, 2018

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between THE CITY OF AURORA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT intends to construct a new fiber-optic interconnect system for the traffic signals along two (2) segments of Indian Trail (portions FAU Route 1503). The project consists of adding seven (7) signalized intersections along Indian Trail to the existing fiber-optic interconnect system that extends from Church Road to Farnsworth Avenue. The existing system will be extended west from Church Road to include Aurora Avenue (IL 25) and Mitchell Road, a distance of approximately 0.75 miles. The existing system will also be extended east from Farnsworth Avenue to include Felten Road, Stonebridge Boulevard (east and west), Eola Road and Pennsbury Lane, a distance of approximately 2.33 miles. The project will allow these seven (7) signalized intersections to be tied into the City's Centralized Transportation Management System (CTMS), completing an overall interconnect system along Indian Trail from Edgelawn Drive to Pennsbury Lane, encompassing 16 signals over a distance of approximately 6.34 miles. Indian Trail is a minor arterial with an ADT ranging from 18,100 to 20,800. These seven (7) signalized intersections listed in order are as follows:

Western Segment

- Aurora Avenue (IL 25)
- Mitchell Road

Eastern Segment

- Felten Road
- Stonebridge Boulevard (west)
- Stonebridge Boulevard (east)
- Eola Road
- Pennsbury Lane

In addition to the new interconnect system, CLIENT intends to reconstruct permanent traffic signals at Mitchell Road, which currently has inadequate equipment. CLIENT also intends to modernize the signals and associated equipment (if necessary) at five (5) of the intersections – Aurora Avenue, Felten Road, Stonebridge Boulevard (west), Stonebridge Boulevard (east) and Pennsbury Lane. Modernization at these intersections will include the following:

- A retrofit of the existing signal heads to light-emitting diode (LED) indicators;
- New LED pedestrian signal heads with countdown timers (not necessary at Aurora Avenue);
- New controllers and cabinets (not necessary at Aurora Avenue);
- New light detector amplifiers;

- Uninterruptable power supply (UPS) sources; and
- The replacement of any deteriorated or obsolete traffic signal equipment (does not include major equipment; such as mast arms, poles, posts and/or foundations).

In general, this agreement governs the Phase II engineering services required for the CLIENT's desired improvements (as detailed above) in association with the Traffic Signal Interconnect and Modernization project along these segments of Indian Trail. These services include, but are not limited to, preparation of contract plans, specifications and estimates of cost and time. Prior to this agreement, COMPANY had submitted IDOT form BLR 19100 (CE Group I) and obtained IDOT Phase I approval, dated July 2, 2015.

CLIENT has secured Congestion Mitigation and Air Quality (CMAQ) Improvement Program funding for this project. As such, the contract plans, specifications and estimates will need to be submitted to the Illinois Department of Transportation (IDOT), District One for review and approval. It is assumed in this agreement that only two (2) submittals will be necessary to obtain IDOT approval. The Eola Road intersection with Indian Trail (DuPage County jurisdiction) will also need to be coordinated with the DuPage County Division of Transportation.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT District One, Traffic Signal Design Guidelines;
- B. City of Aurora, Standard Specifications for Improvements (as applicable); and
- C. IDOT Bureau of Local Roads and Streets Manual (as applicable).

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Early Coordination, Data Collection and Review

COMPANY will collect all pertinent data and conduct a review as necessary to initiate the design phase of the project. COMPANY will obtain all available, existing plans from CLIENT and/or IDOT, as applicable. In addition, COMPANY will perform a field check to examine the existing traffic signal installations. During this field check, two (2) persons will inventory all existing equipment present at the seven (7) signalized intersections, verify existing conduit routing and observe all existing traffic patterns and signal functions.

2.2 Survey Services

The project's two (2) segments are along Indian Trail, from Aurora Avenue to Church Road and from Farnsworth Avenue to Pennsbury Lane, in the City of Aurora, Illinois. This project includes portions in both Kane and DuPage Counties. The route includes intersections at Aurora Avenue, Mitchell Road, Felten Road, Stonebridge Boulevard (west), Stonebridge Boulevard (east), Eola Road and Pennsbury Lane for a total of seven (7) roadway intersections. The two (2) segments of this project are approximately 0.75 and 2.33 miles in length, for a total project length of 3.08 miles from start to end, excluding the segment between Church Road and Farnsworth Avenue. Since the segment between Church Road and Farnsworth Avenue is already interconnected, it is assumed that surveying services along this segment will not be necessary.

A. Research

COMPANY will obtain all necessary information to complete the project regarding right-of-way (ROW). Research regarding existing dedicated ROW is to be performed at the Kane and DuPage County Recorder's offices.

B. Planimetric Survey

COMPANY will complete a planimetric survey of the non-roadway portion of the existing ROW of the two (2) segments of Indian Trail as described above in the Project Understanding. The non-roadway portion is understood as being from the existing back of curb (or edge of pavement, whichever applies) to the existing ROW line. Existing edges of pavement and/or edges of shoulder will also be located in order to determine the existing traveled-way width of the roadway. Survey data will be obtained on the existing ROW adjacent to the roadway in order to determine the best location for the new conduit(s) to be installed. Non-signalized intersection surveys will include survey data extending to the radius returns of the curb or edge of pavement. At the seven (7) signalized intersections listed above in the Project Understanding, the survey data within the non-roadway portion will extend to the extents of any visible detector loops and/or handholes. Curbed islands within 250 feet of these seven (7) intersections will also be located.

The survey will include visible improvements currently existing within the project corridor. These improvements include, but are not limited to, paving, curb, driveways, sidewalk, and existing visible utilities. Within the seven (7) signalized intersections, existing traffic controlling equipment will be located, along with visible detector loops, handholes, and pavement markings within the existing pavement. Trees in excess of four (4) inches in diameter will also be measured and located. It is understood that elevations of the existing conditions will not be necessary to complete this project, and as such, vertical topographic information will not be provided and is not included in this agreement.

C. Right-of-Way Survey

COMPANY will locate the existing ROW along the two (2) segments of Indian Trail as described above in the Project Understanding. COMPANY will locate the approximate location of the existing ROW based on found monumentation and existing ROW documents. A Plat of Highways will not be provided and is not included in this agreement.

D. Planimetric Survey Drawing

COMPANY will create a base map for in-house engineering that will depict existing visible improvements as well as the location of ROW within the project corridor as described above. The drawing will be completed in MicroStation V8i format with data processed in Geopak. Neither a Topographic Survey nor a Boundary Survey Plat will be provided and these documents are not included in this agreement.

2.3 Preparation of Contract Plans, Specifications and Estimates

A. Traffic Signal Plans

COMPANY will prepare traffic signal plans for the proposed interconnect system and traffic signal modernization along the two (2) segments of Indian Trail as described above in the Project Understanding. Traffic signal plans will be submitted to CLIENT

for concurrence at the 90 percent and 100 percent milestones. Because IDOT maintains jurisdiction over Aurora Avenue (IL 25), and Federal monies are being used to fund the construction of this project, the traffic signal plans will also need to be submitted to IDOT for review and approval. Because the DuPage County Division of Transportation (DuDOT) maintains jurisdiction over Eola Road at its intersection with Indian Trail, the traffic signal plans will also need to be submitted to DuDOT for permit. It is assumed that two (2) submittals will be required to obtain IDOT and DuDOT approval of the traffic signal plans. The following will be provided as part of the Contract Plans for this project:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
Summary of Quantities*	2
Standard Traffic Signal Design Details (District One)	7
Existing Traffic Signal Equipment to Be Removed**	1
Traffic Signal Modification Plans	7
Cable Plans and Phase Designation Diagrams	7
Interconnect Plans	7
Interconnect Schematic	3
Miscellaneous Details	4
Total No. of Sheets	40

* Item includes the tabulation and checking of all applicable pay items.

** Item only prepared for intersections with full signal replacement.

B. Specifications

COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:

1. Supplemental Specifications and Recurring Special Provisions;
2. Project Specific Special Provisions (including those required by CLIENT and IDOT District One);
3. IDOT District One Traffic Signal Specifications;
4. Bureau of Local Roads and Streets Special Provisions; and

5. Bureau of Design and Environment Special Provisions.

C. Estimates

COMPANY will prepare the following estimates for the project and submit to CLIENT and IDOT for review and approval at the 90 percent and 100 percent milestones:

1. Engineer's Opinion of Probable Cost (EOPC); and
2. Estimate of Time (EOT) needed for construction of the proposed improvements.

D. Quality Assurance and Quality Control

COMPANY will provide Quality Assurance and Quality Control (QA/QC) in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection and rating of subconsultants, and monitoring of deliverables.

COMPANY will perform the following QA/QC reviews prior to each of the designated milestone submittals:

1. Quality Control Check – Project Manager;
2. Peer Review – Senior Engineer not involved with the project on a daily basis; and
3. Constructability Review – Construction Personnel.

2.4 Meetings and General Coordination

A. Two (2) persons from COMPANY will attend the following meetings:

1. One (1) project kick-off meeting with CLIENT and IDOT at the IDOT District One offices in Schaumburg, Illinois.
2. Four (4) meetings with CLIENT at the Aurora City Hall to discuss the plan in progress; and
3. One (1) meeting with IDOT at the IDOT District One offices in Schaumburg, Illinois to discuss the pre-final review comments (if necessary).

This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

B. COMPANY will conduct general coordination throughout the duration of the project with CLIENT, IDOT, DuDOT and any utility companies having existing facilities conflicting with the proposed improvements. This item includes, but is not limited to: letters, telephone, e-mail correspondence, and filing of information.

2.5 Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

3.0 Deliverables and Schedules Included in this Contract

3.1 The following deliverables will be generated for this project and are included in this agreement:

- A. Traffic Signal Plans;
- B. Specifications; and
- C. Estimates of cost and time.

See Exhibit B for a detailed summary of recipients and estimated number of copies necessary for the various deliverables. CLIENT will be invoiced for any additional copies required above this estimate.

3.2 This agreement is based upon an assumed project duration of eight (8) months, commencing with COMPANY's receipt of written Notice to Proceed from CLIENT. This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- A. Plat of Highways;
- B. Topographic Survey Plat;
- C. Survey and/or ROW research between Church Street and Farnsworth Avenue;
- D. Boundary Survey Plat;
- E. Installation of new mast arms, poles, posts and/or foundations at any intersections other than Mitchell Road;
- F. Complete replacement of traffic signal heads;
- G. Modification of the existing cable system;
- H. Temporary traffic signal plans;
- I. Preparation of bid packages and/or bid review (it is assumed that this project will be included in a State letting); and
- J. Construction layout and/or construction phase services.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

No services by others have been included in this agreement. Should COMPANY be required to hire a subcontractor, with the authorization of CLIENT, a supplement to this agreement will be issued. The supplement must be executed before the subcontracted work can begin, and CLIENT will be required to reimburse COMPANY for the cost of the subconsultant's fees.

6.0 Client Responsibilities

No additional CLIENT responsibilities beyond those already listed above have been included in this agreement.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY current payroll and overhead rates on file with IDOT. Non salary expenses directly attributable to the project such as: (1) identifiable communication expenses; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 45 days after approval by the City Council, and in accordance with the Illinois Prompt Payment Act.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and Materials Not to Exceed, as detailed in Exhibit A.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality and in accordance with applicable federal, state and local laws and the rules and regulations of the Illinois Environmental Protection Agency in force at time of this agreement.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

8.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

CLIENT reserves the right to review and adjust the insurance carried by COMPANY conditioned upon a mutual determination of changes in risk exposures.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned.

8.8 Waiver

Either party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kane County Circuit Court.

8.13 Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall first be attempted to be resolved with a meeting of the managers in charge of the project.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall be the property of CLIENT. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose in the event they are altered in any manner by the CLIENT. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions

that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, direct damages, losses, and expenses arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

8.21 Force Majeure

Parties agree that neither party is responsible for damages arising directly or indirectly from any delays for causes beyond their control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the parties shall negotiate reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, direct damages, and expenses arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY will notify CLIENT and may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$1,000,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.25 Design Without Construction Observation

To the extent COMPANY provides design services without construction observation services under this agreement, it is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of

the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees negligent acts, errors or omissions.

8.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



Anthony P. Simmons, P.E.
Regional Director - Transportation

Approved by: 

Printed/Typed Name: Andrew Mrowicki

Title: Vice President Date: 1-12-18

CITY OF AURORA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

EXHIBIT B
AVERAGE HOURLY PROJECT RATES

FIRM HR Green, Inc.
PTB-ITEM# N/A
PRIME/SUPPLEMENT Prime

DATE 01/12/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			2.1 - Early Coordination, Design			2.2 - Survey Services			2.3 - Preparation of Contracts			2.4 - Meetings and General Construction			2.5 - Administration		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	70.00	78.0	10.26%	7.18	4	10.00%	7.00				24	6.38%	4.47	34	40.48%	28.33	16	40.00%	28.00
Project Engineer II	42.12	200.0	26.32%	11.08	20	50.00%	21.06				122	32.45%	13.67	42	50.00%	21.06	16	40.00%	16.85
Project Engineer I	35.41	142.0	18.68%	6.62	12	30.00%	10.62				130	34.57%	12.24						
Senior Tech	37.41	84.0	11.05%	4.13							84	22.34%	8.36						
Construction Tech III	42.81	16.0	2.11%	0.90							16	4.26%	1.82						
PLS	41.82	100.0	13.16%	5.50				100	45.45%	19.01									
SLS	25.87	120.0	15.79%	4.09				120	54.55%	14.11									
Project Coordinator	25.53	20.0	2.63%	0.67	4	10.00%	2.55							8	9.52%	2.43	8	20.00%	5.11
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		760.0	100%	\$40.18	40.0	100.00%	\$41.24	220.0	100%	\$33.12	376.0	100%	\$40.56	84.0	100%	\$51.82	40.0	100%	\$49.95

EXHIBIT C

DIRECT COST WORKSHEET

East Indian Trail Traffic Signals
Traffic Signal Interconnect and Modernization
Phase II - Contract Plans, Specifications and Estimates
City of Aurora
HR Green Project Number: 070690.15

DATE: 01/12/18

2.1 - Early Coordination, Data Collection and Review

Mileage Rate: \$0.545

Destination	Mileage Round-Trip	Number of Trips
HRG (Yorkville) to Project Site	31	2

01 - Total: \$33.79

2.2 - Survey Services

Mileage Rate: \$0.545

Destination	Mileage Round-Trip	Number of Trips
HRG (Yorkville) to Project Site	31	20

Subtotal: \$337.90

02 - Total: \$337.90

2.3 - Preparation of Contract Plans, Specifications and Estimates

Printing Cost (bond), per sq. ft.: \$0.45
Reduced Sheets (11"x17"), sq. ft.: 1.3
Full Size Sheets (22"x34"), sq. ft.: 5.2

Total No. Contract Plan Sheets: 40

Pre-final (90%) Submittal to:	CLIENT	IDOT	Utilities	Total
Reduced Plan Sets	2	6	8	16
Full Size Plan Sets	0	0	0	0

Subtotal: \$374.40

Final (100%) Submittal to:	CLIENT	IDOT	Utilities	Total
Reduced Plan Sets	2	6	4	12
Full Size Plan Sets	0	0	0	0

Subtotal: \$280.80

Final PS&E Submittal to:	CLIENT	IDOT	Utilities	Total
Reduced Plan Sets	2	2	0	4
Full Size Plan Sets	0	0	0	0

Subtotal: \$93.60

Cost per Specification Book, ea.: \$10.00

Pre-final (90%) Submittal to:	CLIENT	IDOT	Utilities	Total
Specification Books	2	6	0	8

Subtotal: \$80.00

Final (100%) Submittal to:	CLIENT	IDOT	Utilities	Total
Specification Books	2	6	0	8

Subtotal: \$80.00

Final PS&E Submittal to:	CLIENT	IDOT	Utilities	Total
Specification Books	2	4	0	6

Subtotal: \$60.00

03 - Total: \$968.80

2.4 - Meetings and General Coordination

Mileage Rate: \$0.545

Destination	Mileage Round-Trip	Number of Trips
HRG (Yorkville) to CLIENT	22	4
HRG (Yorkville) to IDOT D1	104	2

04 - Total: \$161.32

2.5 - Administration

Postage and Shipping Allowance: \$100.00

05 - Total: \$100.00

GRAND TOTAL:	\$1,601.81
---------------------	-------------------