



Using Federal Funds? ☐ Yes ☒ No

Agreement For

MFT/TBP - PE

Agreement Type

Supplement

Number

1

Using State Funds (Non-MFT/TBP)? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency

Aurora

County

Various

Section Number

22-00349-00-SW

Job Number

C-91-127-23

Project Number

GAP7(108)

Contact Name

Alexander Nugent

Phone Number

(630) 256-3200

Email

NugentA@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name

Various

Key Route

Length

1.25 mile

Structure Number

N/A

Location Termini

Various

Add Location

Remove Location

Project Description

Phase II Engineering services for three (3) Safe Routes to School 2022 projects in Aurora School Districts including filling missing sidewalk gaps, curb ramp enhancements to meet ADA policy, curb bump outs, pavement marking, and signage in the following City of Aurora School Districts:

-School District 129 - SRTS Project CRTS-021-1035

-School District 131 - SRTS Project CRTS-021-1036

-School District 204 - SRTS Project CRTS-021-1037

Engineering Funding

☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name

HR Green, Inc.

Contact Name

Mike Wittkop

Phone Number

(630) 708-5048

Email

mwittkop@hrgreen.com

Address

2363 Sequoia Drive, Suite 101

City

Aurora

State

IL

Zip Code

60506

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT 1: Scope of Services
- ☒ EXHIBIT 2: Project Schedule
- ☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT 4: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Summary Sheet
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit 3).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys,

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	\$17,622.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$17,622.00
Total for all work		\$17,622.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Aurora

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Aurora

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
HR Green, Inc.

By (Signature & Date)

--

Title

Regional Director

By (Signature & Date)

--

Title

Project Manager

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	Various	22-00349-00-SW

**EXHIBIT 1
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

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**EXHIBIT 1
SCOPE OF SERVICES
HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1**

This AMENDED SCOPE OF SERVICES (AMENDMENT), made this 3 day of June, 2026 by and between, CITY OF AURORA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Safe Routes to School 2022 – Phase II Engineering

hereby amends the original Professional Services Agreement dated January 31, 2025 as follows:

Scope of Services:

1.0 Project Understanding

1.1 General Understanding

COMPANY has entered into an agreement with CLIENT to provide Phase II engineering services for three (3) Safe Routes to School (SRTS) projects. The projects include filling missing sidewalk gaps with new sidewalk, curb ramp enhancements at intersections to meet ADA policy, curb bump outs, pavement marking, signage, rectangular rapid flashing beacon signs, and implementation of two (2) speed feedback signs. The improvements are in Kane and DuPage counties within West Aurora School District 129, East Aurora School District 131, and Indian Prairie School District 204. Each of the school districts has received independent Federal SRTS funding for construction and construction engineering and the Illinois Department of Transportation (IDOT) has combined these into IDOT Section 22-00349-00-SW.

The contract plans, specifications, and estimates were submitted to IDOT in accordance with the IDOT District One letting schedule for a January 25, 2025 letting. There are nine (9) parcels that require temporary easements. Negotiations with parcel owners have resulted in project delays requiring the project to move to alternate letting dates. At present the project letting date has been amended five (5) times, each requiring coordination with CLIENT and IDOT as well as updates to specifications. CLIENT is currently targeting the September 18, 2026 letting, which also could be delayed. Additionally, plan changes were necessary as a result of CLIENT's direction (after the final submittal) to coordinate with adjacent projects, including the Randall Road resurfacing project and the West Aurora High School sidewalk improvement project.

In general, this AMENDMENT governs the following additional services requested by CLIENT, which were not included in the scope of services of the original agreement:

- Updating contract plans and specifications;
- Updating environmental clearances;
- Additional coordination; and
- Additional project administration.

1.2 Design Criteria/Assumptions

- A. IDOT BLRS Manual;
- B. IDOT Drainage Manual;
- C. Public Right-of-Way Accessibility Guidelines (PROWAG);
- D. Client Standard Specifications for Improvements; and
- E. Manual on Uniform Traffic Control Devices (MUTCD).

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Data Collection and Review

No additional services will be needed for this task as part of this AMENDMENT.

2.2 ROW Services

No additional services will be needed for this task as part of this AMENDMENT.

2.3 Environmental Coordination

COMPANY will continue to monitor the environmental clearances and Phase I engineering commitments during the extended project duration. The Project Development Report (PDR) included the environmental clearances and documents listed below under IDOT Sequence #25708:

A. IDOT Natural Resources Review (NRR) – November 16, 2023

COMPANY will coordinate with IDOT to update the NRR, which has expired. It is anticipated that the Environmental Survey Request (ESR) limits will not need revision, and therefore will not require the submittal of an Addendum ESR (AESR). It is anticipated that the ESR results will be consistent with the original findings of “no adverse effect” by the project.

B. IDOT Cultural Resources – December 21, 2023

This clearance does not require updating and will remain valid for the extended duration of the project. The IDOT clearance concluded with “no historic properties affected”. No additional services will be needed for this task as part of this AMENDMENT.

C. Wetland Mapping Review Memo – September 15, 2023

The Wetland Mapping Review Memo concluded that the proposed SRTS improvements will not involve wetland impacts or require wetland mitigation. It is not anticipated that this memo will require updating with the NRR. No additional services will be needed for this task as part of this AMENDMENT.

D. Regulated Substances (Special Waste) Review Memo – September 19, 2023

The Regulated Substances (Special Waste) Review Memo (RS Memo) reviewed each of the 21 sub-areas for the potential to encounter regulated substances. Two (2) sub-areas were reviewed in detail. Based on the detailed review, the RS Memo concluded that excavated soils associated with sub-area 5 (BP gas station) should be risk managed and designated as non-special waste based upon the potential for residual petroleum on the west side of Elmwood Street. Based upon the extended project duration, COMPANY will update the RS Memo. It is anticipated that the findings will not substantially change from the original RS Memo.

2.4 Drainage and Permitting

No additional services will be needed for this task as part of this AMENDMENT.

2.5 Contract Plans

COMPANY will revise the contract plans as a result of coordination with the Randall Road resurfacing project and the West Aurora High School sidewalk improvement project.

2.6 Specifications and Estimates

COMPANY will revise the contract specifications as follows for IDOT letting dates not to extend beyond the conclusion of the 2026 calendar year. Updates include:

- A. Update BDE check sheets for the appropriate letting;
- B. Update IDOT District One special provisions to the latest version; and
- C. Update completion date.

2.7 Meetings and Coordination

COMPANY will conduct general coordination throughout the extended project duration with CLIENT, IDOT District One, and various stakeholders. This item includes, but is not limited to letters, telephone and email correspondence, and the filing of information. No additional meetings are anticipated as a part of this AMENDMENT.

2.8 Quality Assurance / Quality Control

No additional services will be needed for this task as part of this AMENDMENT.

2.9 Administration

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

3.0 Deliverables and Schedules Included in this Scope of Services

3.1 The following deliverable(s) will be generated for this project and are included as part of this AMENDMENT:

- A. Contract Plans; and
- B. Specifications.

It is understood that all deliverables will be in electronic format and that no hard copies will be required. CLIENT will be invoiced for any hard copies required.

3.2 For the purposes of this AMENDMENT, it is assumed that services will conclude by November 6, 2026 adding an additional 11 months to the initial project schedule.

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 Scope of Services/Supplemental Services

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

- A. Phase I document updates;
- B. Topographic survey;
- C. Bathymetric survey;
- D. Field/drain tile survey;
- E. Appraisal services;
- F. Plat of survey;
- G. Preliminary ROW/easement staking;
- H. Geotechnical investigations and/or reports;
- I. Traffic counts and/or studies;
- J. 3D modeling of existing and/or proposed utilities;
- K. ADA grading plans and/or details;
- L. Maintenance of traffic typical sections and/or plans;
- M. Watermain design and/or plans;
- N. Sanitary sewer design and/or plans;
- O. Improvements and/or modifications to the existing roadways;
- P. Inlet spacing calculations;
- Q. Hydrologic calculations;
- R. Hydraulic modeling for culverts, storm sewers and/or ditches;
- S. Stormwater detention calculations and/or plans;
- T. Location Drainage Study;
- U. IDNR-OWR oversight, permitting and/or fees;
- V. KDSWCD oversight, permitting and/or fees;
- W. Addendum Environmental Survey Request (AESR);
- X. Preliminary Site Investigation (PSI) and associated soil sampling;
- Y. LPC 662/663 forms and associated sampling;
- Z. Incidental take authorizations;
- AA. Traffic noise or air quality analysis;
- BB. Cultural resources involvement/coordination;
- CC. Wetlands involvement/coordination;
- DD. Plans, specifications and estimates for multiple construction contracts;
- EE. Bid analysis and/or review;
- FF. Construction layout and/or construction observation; and
- GG. Attendance at any meetings not specifically listed herein.

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

5.0 Services by Others

No additional services by others will be needed for this task as part of this AMENDMENT.

6.0 Client Responsibilities

CLIENT will prepare and furnish Waiver Valuations for all acquisitions of ROW and/or easements for the project.

COMPANY Project Number: 220780.01



CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A

In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Cost Plus Fixed Fee with the total project fee to be increased by Seventeen Thousand Six Hundred Twenty-Two Dollars (\$17,622.00) – See Exhibit 4.

The total authorized compensation after this AMENDMENT, including the original Professional Services Agreement and all previous Amendments, is One Hundred and Seventy-One Thousand Four Hundred Eleven Dollars (\$171,411.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	Various	22-00349-00-SW

**EXHIBIT 2
PROJECT SCHEDULE**

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PROJECT SCHEDULE

ROUTE: Safe Routes to School
2021 Phase II
SECTION: 22-00349-00-SW
CLIENT: City of Aurora
COUNTY: Various
HR GREEN JOB NO.: 220780.01

Tasks	2025	2026												2027		
	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March
Conclusion of Original Terms of Service	X															
Land Acquisition Appraisals & Negotiations										X	Sept. 9, 2026 - Final ROW Certification date to Meet a 2026 letting					
Final Plans, Spec, and Estimates		X		X	X		X		X	Final PS&E dates to meet a 2026 letting						
Letting												X	Nov. 6, 2026 - Final Letting as part of this AMENDMENT			

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	Various	22-00349-00-SW

Exhibit 3
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
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?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes, Due date of submittal: 06/10/22

Method(s) used for advertisement and dates of advertisement

Public notice was posted on the City's website on 5/18/2022

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Technical Approach	30%
Consultant Experience	30%
Staff Capability	20%
Schedule	20%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
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Selection committee (titles) for this project

City Traffic Engineer, Engineering Coordinator, and Civil Engineer-I

Top three consultants ranked for this project in order	
1	HR Green, Inc.
2	Baxter and Woodman
3	Civiltech Engineering, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
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?	☐	☒
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)?	☐	☒
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	Various	22-00349-00-SW

EXHIBIT 4
COST ESTIMATE OF CONSULTANT SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

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Local Public Agency City of Aurora	County Various	Section Number 22-00349-00-SW
Prime Consultant (Firm) Name HR Green, Inc.	Prepared By Mike Wittkop, P.E.	Date 6/3/2026
Consultant / Subconsultant Name HR Green, Inc.	Job Number C-91-127-23	

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

Remarks

Amendment No. 1 to Phase II engineering services for Safe Routes to School 2021 project.

PAYROLL ESCALATION TABLE

CONTRACT TERM	11	MONTHS	
START DATE	1/1/2026		OVERHEAD RATE
RAISE DATE	4/1/2027		183.31%
			COMPLEXITY FACTOR
			3.00%
			% OF RAISE

END DATE 11/30/2026

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2026	11/30/2026	11	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Aurora	Various	22-00349-00-SW
Consultant / Subconsultant Name		Job Number
HR Green, Inc.		C-91-127-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

Total	0.00	0.00
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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

Various

Section Number

22-00349-00-SW

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

C-91-127-23

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
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/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)			\$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
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
3D Laser Scanner for Survey	Actual Cost			\$0.00
Permit Fees	Actual Cost			\$0.00
Special Waste Database Review Fees	Actual Cost			\$0.00
TOTAL DIRECT COSTS:				\$0.00

City of Aurora

Various

22-00349-00-SW

HR Green, Inc.

C-91-127-23

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
2.1 Data Collection and Review			-	-	-		-	0.00%
2.2 ROW Services			-	-	-		-	0.00%
2.3 Environmental Coordination		40	2,838	5,203	937		8,978	50.95%
2.4 Drainage and Permitting			-	-	-		-	0.00%
2.5 Contract Plans		8	397	727	131		1,255	7.12%
2.6 Specifications and Estimates		12	816	1,497	269		2,582	14.65%
2.7 Meetings and Coordination		12	802	1,469	265		2,536	14.39%
2.8 QA/QC			-	-	-		-	0.00%
2.9 Administration		13	718	1,316	237		2,271	12.89%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
			-	-	-		-	
Subconsultant DL					0.00			
TOTALS	-	85	5,571	10,212	1,839	-	17,622	100.00%

City of Aurora

Various

22-00349-00-SW

HR Green, Inc.

C-91-127-23

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			2.1 Data Collection and Review			2.2 ROW Services			2.3 Environmental Coordination			2.4 Drainage and Permitting			2.5 Contract Plans		
		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	90.00	0.0																	
Sr Project Manager	85.19	0.0																	
Sr Engineer	80.08	28.0	32.94%	26.38							28	70.00%	56.06						
Group Leader	82.65	0.0																	
Lead Environmental Planner	66.17	0.0																	
Staff Scientist II	34.54	0.0																	
Project Manager	68.04	34.0	40.00%	27.22							4	10.00%	6.80				2	25.00%	17.01
Staff Engineer I	37.62	0.0																	
Staff Engineer II	43.41	6.0	7.06%	3.06													6	75.00%	32.56
Project Engineer I	50.70	0.0																	
Project Engineer II	54.33	0.0																	
Design Technician III	40.49	8.0	9.41%	3.81							8	20.00%	8.10						
Project Land Surveyor II	64.30	4.0	4.71%	3.03															
Staff Land Surveyor II	40.83	0.0																	
Project Controls Analyst I	34.75	5.0	5.88%	2.04															
		0.0																	
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TOTALS		85.0	100%	\$65.54	0.0	0.00%	\$0.00	0.0	0%	\$0.00	40.0	100%	\$70.96	0.0	0%	\$0.00	8.0	100%	\$49.57

City of Aurora

Various

22-00349-00-SW

HR Green, Inc.

C-91-127-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	2.6 Specifications and Estimates			2.7 Meetings and Coordination			2.8 QA/QC			2.9 Administration								
		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
Regional Director	90.00																		
Sr Project Manager	85.19																		
Sr Engineer	80.08																		
Group Leader	82.65																		
Lead Environmental Planner	66.17																		
Staff Scientist II	34.54																		
Project Manager	68.04	12	100.00%	68.04	8	66.67%	45.36				8	61.54%	41.87						
Staff Engineer I	37.62																		
Staff Engineer II	43.41																		
Project Engineer I	50.70																		
Project Engineer II	54.33																		
Design Technician III	40.49																		
Project Land Surveyor II	64.30				4	33.33%	21.43												
Staff Land Surveyor II	40.83																		
Project Controls Analyst I	34.75										5	38.46%	13.37						
TOTALS		12.0	100%	\$68.04	12.0	100%	\$66.79	0.0	0%	\$0.00	13.0	100%	\$55.24	0.0	0%	\$0.00	0.0	0%	\$0.00