



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Bilter Road Improvements – Premium Outlets to Prairie Path  
Phase I Engineering**

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

## **1.0 Project Understanding**

### **1.1 General Understanding**

CLIENT intends to widen and reconstruct Bilter Road from Premium Outlets Boulevard to the Illinois Prairie Path for a total distance of approximately 3,400 feet. The improved corridor will be expanded from two (2) to four (4) lanes with curb and gutter, a sidewalk along the north side, a multi-use path along the south side, lighting, and an enclosed drainage system. CLIENT's initial goal is to complete the Phase I engineering services necessary to determine the Bilter Road cross-section, horizontal/vertical alignment and ancillary improvements needed to serve the expected, adjacent development and to determine the costs associated with those improvements.

In general, this AGREEMENT governs the limited Phase I engineering services necessary to determine and document the required improvements to Bilter Road. The limited Phase I engineering services will include, but are not limited to, the following: data collection; survey; traffic and accident analyses; geometric studies; environmental coordination; drainage design; preliminary roadway, multi-use path and sidewalk design/plans; and related coordination.

The Phase I engineering services will be entirely locally funded and no IDOT or FHWA oversight is expected. However, CLIENT has requested that the project study be completed in accordance with Federal policy, to the extent practical, so the project may be eligible for future Federal funds. As such, the policies and procedures of the Illinois Department of Transportation (IDOT) Bureau of Local Roads (BLR) Manual will be followed, as they pertain to the scope of services detailed below.

### **1.2 Design Criteria/Assumptions**

The following design guidelines will apply to this project:

- A. IDOT BLR Manual;
- B. IDOT Drainage Manual;
- C. Public Right-of-Way Accessibility Guidelines (PROWAG);
- D. Kane County Stormwater Management Ordinance (SMO), including CLIENT-adopted amendments;
- E. CLIENT Standard Specifications for Improvements; and
- F. Manual on Uniform Traffic Control Devices.

## **2.0 Scope of Services**

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

### **2.1 Data Collection and Review**

- A. COMPANY will request from CLIENT any available existing plans for Bilter Road. COMPANY will also request from CLIENT any available traffic studies and/or

development reports concerning the project area. These items will be reviewed by COMPANY for information pertinent to the Phase I engineering services.

- B. COMPANY will coordinate with any utility companies found to have facilities located within the vicinity of the project limits. COMPANY will request from these utilities any available maps of existing facilities for placement into a CAD base map for the design.
- C. COMPANY, through a vendor, will obtain one (1) 24-hour weekday traffic count for the following two (2) intersections along Bilster Road within the project limits:
  - Premium Outlet Boulevard; and
  - Charter Oak Drive.

The traffic counts will include all turning movements and classifications of autos, single-unit trucks and multi-unit vehicles. The traffic counts will also produce current Average Daily Traffic (ADT) volumes, which will be compared to historical ADT volumes to determine if any adjustments are necessary due to the travel impacts of the COVID-19 pandemic. These adjusted current ADT volumes will be utilized to solicit 2050 traffic forecast data from the Chicago Metropolitan Agency for Planning (CMAP).

- D. COMPANY will request from CLIENT all available accident data from the most recent five (5) year period for the segment of Bilster Road from Premium Outlet Boulevard to the Illinois Prairie Path crossing.

## 2.2 Land Surveying Services

### A. Right-of-Way (ROW) and Topographic Survey

COMPANY will recover existing ROW evidence for a total of approximately 5,100 feet (0.97 miles); along existing Bilster Road from 500 feet west of the Premium Outlet Boulevard intersection in Kane County to approximately 500 feet east of the Illinois Prairie Path crossing in DuPage County; and 600 feet along the Illinois Prairie Path (300' feet in each direction from Bilster Road). COMPANY will calculate the existing ROW as shown on the provided plat of dedication/ROW maps and recorded subdivision plats to include on the base map. Topographic survey will include roadway cross-sections at 50-foot intervals within the limits described above and extend 40 feet outside of the existing ROW. Existing utilities will be surveyed from visible flags or markings. Storm, sanitary sewer and water main structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. Trees lying within the limits described above and having a diameter of six (6) inches or greater will be located but species not identified. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011). Elevations will be based upon NAVD88 or local benchmarks.

### B. Topographic Survey Base Map

COMPANY will generate a MicroStation V8i SS4 drawing/base map and terrain model of the existing features collected within the project limits according to IDOT standards. A one (1) foot contour interval map will be generated with the elevations referenced to NAVD88 (US Survey Feet). The topographic survey base map will show tags to existing visible utilities and features, where appropriate.

### 2.3 Preliminary Design Studies

COMPANY will develop and analyze options for improving the Bilter Road corridor to accommodate existing and future traffic volumes, and to facilitate adjacent development. The following tasks will be completed by COMPANY:

- A. COMPANY will analyze the accident data obtained from CLIENT and prepare a summary of accidents for the data provided, including corrective measures and recommendations to address safety related conditions. The accident summary will be included in the PEL report.
- B. COMPANY will develop horizontal and vertical geometrics to address the widening and reconstruction of Bilter Road from a two (2) lane roadway to a four (4) lane roadway. The geometric analysis is expected to include additional turn lane channelization at intersections. As part of this item, COMPANY will determine the optimum locations for a new multi-use path and sidewalk, which are anticipated to be along the north and south sides of the road, respectively.
- C. COMPANY will prepare existing and proposed typical sections depicting the proposed roadway widening/reconstruction, multi-use path and sidewalk, which will be included in the PEL report.
- D. COMPANY will prepare plan and profile sheets (at scale one (1) inch = 50 feet) detailing the proposed roadway, multi-use path and sidewalk improvements for inclusion in the PEL report.
- E. COMPANY will develop a 3D model and cross-sections for determination of ROW acquisition needs, slope analysis and drainage design associated with the roadway, multi-use path and sidewalk improvements. Where necessary, cross-sections will be provided at 50-foot intervals, driveways, and any other locations deemed to be critical to the design. The cross-sections will be submitted to CLIENT and IDOT, District One for review and comment, but will not be included in the PEL report.
- F. COMPANY will prepare an exhibit showing the horizontal layout of the proposed improvements on an aerial base map at a scale of 1 inch = 100 feet, which will be utilized to support the public involvement effort. The exhibit will include existing and proposed ROW/easements, property owners and the associated property identification number (PIN).
- G. COMPANY will prepare a preliminary Engineer's Opinion of Probable Construction Cost (EOPC) for inclusion in the PEL report.

### 2.4 Intersection Analyses

COMPANY will analyze traffic operations and turn lane channelization at the three (3) existing Bilter Road intersections with Premium Outlet Boulevard, County Farm Road and Charter Oak Drive, as well as at one (1) future Bilter Road intersection with an extension of Ginger Woods Drive. The following tasks will be performed as part of the intersection analyses:

#### A. Traffic Analysis

COMPANY will utilize the CMAP forecast data and the current turning movement volumes to estimate the Design Hour Volumes (DHVs) for all four (4) intersections in the design year of 2050. As part of this item, COMPANY will develop turning movement diagrams for the AM and PM peak hours for both the existing and design

year (2050) traffic, for each intersection. COMPANY will also estimate future trips to account for adjacent, future developments. These trip forecasts would be prepared using industry data published by the Institute of Transportation Engineers (ITE) Trip Generation Manual. These inbound and outbound trips will be assigned to the future roadway network based on existing traffic patterns, existing and proposed street network, land use, and population centers.

B. Traffic Signal Warrant Analysis

COMPANY will use the 2050 projected traffic volumes to complete traffic signal warrant analyses for the following three (3) intersections:

- Ginger Woods Drive (future extension);
- County Farm Road; and
- Charter Oak Drive.

The traffic signal warrant analysis will evaluate the intersection volumes based on warrants published by the Manual on Uniform Traffic Control Devices (MUTCD, 2009 Edition – Chapter 4C). The warrant analysis will use the 13-hour existing traffic volumes and crash data collected, as well as trip generation and assignment performed as part of this AGREEMENT. A traffic signal warrant analysis will not be performed at Premium Outlet Boulevard.

C. Capacity Analyses

COMPANY will perform existing and design year (2050) capacity analyses for all four (4) intersections for both the weekday AM and PM peak hours, using the latest version of the Highway Capacity Software (HCS).

D. Intersection Design Studies

COMPANY will complete an Intersection Design Study (IDS) for the following two (2) intersections:

- Premium Outlet Boulevard; and
- Ginger Woods Drive (future extension).

COMPANY will prepare IDS exhibits to show the channelization, capacity analysis results, ADA details and general design considerations using the standard IDOT format. AutoTURN simulations of the design vehicle will be included with the IDS. BDE 3100 (Design Exception Request Project Identification) will be completed for each design element that does not meet BLR policy. An IDS will not be completed at either County Farm Road or Charter Oak Drive as it is assumed that a traffic signal will not be warranted at those intersections.

2.5 Location Drainage Technical Memorandum

Since the project does not involve a State route, a formal IDOT Location Drainage Study (LDS) will not be required. A Location Drainage Technical Memorandum (LDTM) will be prepared, which will document the hydrology, storm sewer calculations and detention requirements. No hydraulic reports will be prepared, as there are no floodplains within project limits and the project is not expected to impact any major, existing culverts. COMPANY will complete the following drainage tasks as part of the LDTM:

A. Storm Sewer Design

The existing open ditch drainage system will be replaced with closed drainage system. The existing drainage system outlets will be checked for suitability and designed for a 10-year event, using the updated Bulletin #75 rainfall intensities. 100-year overflow routes will be checked and verified. The conveyance storm sewer design will be completed using XP-SWMM. Inlet spacing calculations will be completed in Phase II and thus, are not included in this AGREEMENT.

B. Minor Culvert Analysis

It is assumed that there are three (3) minor culverts less than or equal to 36 inches in diameter that will need to be analyzed. The existing and proposed culverts will have their hydraulics checked with HY-8 and hydrology completed using Streamstats or the Rational Method. A Waterway Information Table (WIT) will be prepared for the culverts and the results included in the LDTM.

C. Detention Analysis

It is assumed that any required detention for the proposed roadway widening will need to be provided within the proposed storm sewer system and will be completed per CLIENT requirements. Detention for the additional impervious area will be provided by oversizing the proposed conveyance pipes for the 100-year event. CLIENT's detention spreadsheet will be used to determine the required detention volume. For the purposes of this AGREEMENT, it is assumed that up to eight (8) outlets will need to be evaluated. The volumes required will also be added to the regional basin calculations for comparison purposes (see below).

D. Location Drainage Technical Memorandum

A LDTM is the proposed deliverable for the drainage design. This memo will not include a separate Existing Drainage Plan (EDP) and Proposed Drainage Plan (PDP), which are typically provided as part of a formal IDOT LDS. Instead, the existing and proposed drainage features will be combined and shown together on one (1) set of drainage plan sheets, which will be included in the LDTM as exhibits along with all the storm sewer and detention calculations for the project.

E. Regional Detention Basin Evaluation

COMPANY will evaluate up to three (3) locations to serve as a regional detention basin to the south of Biliter Road. The regional basin volume will be calculated using CLIENT's Modified Rational Method Detention Worksheet. Water quality Best Management Practice (BMP) volumes will be included in the volume and basin area determination. COMPANY understands that the existing detention facility for the Chicago Premium Outlets is in the floodplain. If the plan for regional detention includes expansion of the existing Chicago Premium Outlets facility, COMPANY will determine the amount of compensatory storage required. However, a Letter of Map Revision (LOMR) is not included in this AGREEMENT.



## 2.6 Water Main and Sanitary Sewer Extensions

A technical memorandum will be prepared, which will document the existing water main and sanitary sewer locations, assumptions for proposed development, and proposed water main and sanitary sizing and locations. COMPANY will complete the following analysis tasks as part of the technical memorandum preparation:

### A. Existing Utility Infrastructure Review

COMPANY will collect and review information regarding the existing sanitary sewer system serving the project area to determine the capacity of the sanitary sewer collection system downstream of the proposed project limits. COMPANY will collect and review the existing water main locations and sizing information for the roadway corridor and adjacent development area.

### B. Proposed Development Utility Review

COMPANY will collect and review information regarding the projected land uses and proposed developments now under consideration to the north and south of the Biliter Road corridor. COMPANY will provide an electronic format for the CLIENT to provide data from proposed development areas in the vicinity of the project. COMPANY will coordinate with CLIENT regarding any assumptions that need to be made for the projected land uses and proposed developments. This work will better establish preliminary sizing estimates of sanitary sewer improvements and the water main extension sizing and locations that need to be constructed within the Biliter Road ROW to serve the future, adjacent development.

### C. Technical Memorandum

COMPANY will determine future sanitary sewer collection system capacity requirements and include recommendations in the technical memorandum. The technical memorandum will also include information that the CLIENT can use to update the existing water model to determine if existing water mains can meet the projected water demands. This AGREEMENT does not include updating the CLIENT's water model. The AGREEMENT also does not include the evaluation of wastewater treatment plant improvement options and downstream facility needs.

## 2.7 Illinois Prairie Path Alternatives Analysis

COMPANY will complete an alternatives analysis to evaluate the cost and feasibility of three (3) crossing options for the Illinois Prairie Path. COMPANY will evaluate three (3) alternatives, which will include:

- A. Overpass carrying the Illinois Prairie Path over Biliter Road;
- B. Tunnel conveying Illinois Prairie Path under Biliter Road; and
- C. An at-grade crossing with the appropriate traffic control devices.

The feasibility of each alternative will consider utility conflicts and possible resolutions, adjacent property impacts (especially potential 4(f) impacts for the Big Woods Forest Preserve), potential ground water issues for the construction of the tunnel option, traffic control, overall constructability and cost. COMPANY will complete the following tasks as part of the alternatives analysis:



- A. Determine horizontal and vertical geometrics;
- B. Determine structure type;
- C. Prepare an exhibit showing the horizontal layout of the alternative on an aerial base map at a scale of 1 inch = 50 feet;
- D. EOPC; and
- E. Technical memorandum.

The aerial exhibits and technical memorandum will be used to meet with impacted property owners (see Section 2.10), and ultimately for CLIENT to select a preferred alternative. This AGREEMENT does not include permit acquisition, ROW acquisition, or the preparation of Type, Size and Location (TS&L) drawings for the proposed structure type(s).

## 2.8 Environmental Studies

Since CLIENT desires for the project to be eligible for potential Federal funding in the future, the National Environmental Policy Act (NEPA) will be used as a basis for the environmental evaluation. Evaluations that are required only when Federal funding is applied are noted in the AGREEMENT, but a full evaluation will not be conducted. The environmental evaluation will be documented in a technical memorandum and can be used to advance the full environmental evaluation required per NEPA if future Federal funding is secured for the project.

The following is a summary of the environmental resources typically reviewed and the anticipated involvement for this project:

### A. Environmental Survey Request

The Environmental Survey Request (ESR) initiates the IDOT environmental review for biological and cultural resources. Since there will be no IDOT oversight on this project, an ESR is not included in this AGREEMENT.

### B. Social/Economic

It is assumed that there will be ROW and/or easement acquisition from private property owners and potentially public agencies. A brief summary of the parcel impacts and acquisition acres will be included in the technical memorandum.

### C. Agricultural

Though ROW acquisition is anticipated, the land is within the City of Aurora and already in urban development. Therefore, the land is not included in the definition of "farmland". This will be documented in the technical memorandum but no coordination with the Natural Resource Conservation Service (NRCS) or the Illinois Department of Agriculture (IDOA) is anticipated.

### D. Cultural

COMPANY will collect photos and create a photo log of the project corridor for documentation purposes. The Illinois Department of Natural Resources (IDNR) Historic Preservation database will be reviewed, and the findings documented in the technical memorandum. No other cultural investigations or coordination are included in this AGREEMENT. Based on the IDNR Historic Preservation Division database, the project is not in a historic district.

E. Air Quality

Air quality regulations fall under 40 CFR Part 93 - *Determining Conformity of Federal Actions to State or Federal Implementation Plans*. If the project becomes Federally funded, air quality documentation is anticipated to include the programmatic responses and/or fall under the exempt categories for air quality review (no additional air quality review or modeling). As such, air quality involvement is not included in this AGREEMENT.

F. Noise

The proposed project includes the addition of through lanes along Biliter Road, which will shift the roadway closer to sensitive receptors. However, a traffic noise analysis will only be required if the project becomes Federally funded. Given the extensive effort typically required, a traffic noise study is not included in this AGREEMENT.

G. Natural Resources

A tree survey will be required for trees that are six (6) inches in diameter or greater at breast height. The trees will be located and measured (diameter at breast height) as part of the survey effort (see Section 2.2). The number and/or acreage of trees impacted will be determined and documented in the technical memorandum. The type and/or health of the trees will not be collected as part of this AGREEMENT.

H. Threatened and Endangered Species

The project review for threatened and endangered species (biological resources) will be initiated using the IDNR Ecological Compliance Assessment Tool (EcoCAT) for state-listed species. Federal-listed species will be coordinated with the US Fish and Wildlife Services (USFWS) using the Information for Planning and Consultation (IPaC) review process. It is anticipated that field surveys, conservation plans and/or Incidental Take Authorizations (ITAs) will not be required for this project and, as such, are not included in this AGREEMENT.

It is already known that the project area is within a Low Potential Zone for the Rusty Patched Bumble Bee (RPBB). Coordination with IDNR is not anticipated to address the RPBB, and it is not anticipated to require a conservation plan or ITA due to the limited habitat within the corridor. The Northern Long-eared Bat (NLEB) is known to occupy roosts in forests and wooded areas but may also be found underneath the bark of trees with cavities and crevices. It is anticipated that the NLEB will be addressed using tree removal restrictions and not a conservation plan or ITA.

I. Water Quality/Resources

There are several open water ponds within the project limits, but there are no mapped streams on the USFWS National Wetland Inventory maps. A pollutant loading analysis is neither anticipated nor included in this AGREEMENT. Retention analysis will be completed as part of Section 2.5.

J. Floodplains

There are no floodplains within the corridor, see Section 2.5 (Location Drainage Technical Memorandum) above.

#### K. Wetlands

The project corridor is fully landscaped with manicured lawns. The USFWS shows four (4) wetlands or open water resources within the project limits. Based on the corridor review, a wetland delineation is included in this AGREEMENT. This will include the wetland delineation and report as outlined below. A jurisdictional determination and wetland permitting are not included in this AGREEMENT.

1. COMPANY will complete a delineation of aquatic resources, including wetlands, within the roadway expansion corridor and up to three (3) regional detention areas.
2. The wetland delineation and report shall be prepared in accordance with the current United States Army Corps of Engineers (USACE) methodology and conducted during the growing season.
3. Wetlands will be classified as critical or regulatory per the Kane County SMO.
4. To determine if wetlands are critical or regulatory, the delineation will include a Floristic Quality Assessment using the latest Chicago District calculator to obtain an FQI and C-Value in accordance with USACE Chicago District requirements.
5. Additionally, a Mean Rated Wildlife Quality using the Michigan DNR Method will be conducted in accordance with the Kane County SMO.
6. The delineation report will include an aerial photograph with the data points and wetland boundaries clearly labeled.
7. Wetland boundaries will be recorded with GPS units with sub-meter accuracy.
8. Stream indicators, if present, including an ordinary high-water mark, defined bed and banks, sediments sorting and other features will be recorded in the field and streams will be identified and classified as ephemeral, intermittent, or perennial.
9. Buffer areas for critical wetlands extending 100 feet from the wetland boundary and 50 feet from regulatory wetland boundaries will be mapped in the delineation report.
10. The results of the wetland delineation report will be used to estimate wetland impacts based on the preliminary design project limits and will be documented in the technical memorandum.

#### L. Special Waste

COMPANY will review Federal, State and local databases to document any potential sources of contamination (Potentially Impacted Properties or PIPs), as this will likely be required by the Clean Construction and Demolition Debris (CCDD) facilities during construction. COMPANY will document the findings in a special waste technical memorandum. If there are any PIPs within project limits and the special waste review determines that additional research and/or a subsurface investigation and documentation are required, those tasks will be completed as part of the Phase II engineering and are not included in this AGREEMENT.

M. Special Lands

The project corridor contains a mix of residential and planned commercial land uses. Public lands along the corridor include the Illinois Prairie Path crossing and Big Woods Forest Preserve. Though coordination with the Forest Preserve District of DuPage County (FPDDC) is anticipated, Section 4(f) documentation will only be required if the project becomes Federally funded and thus is not included in this AGREEMENT.

N. Technical Memorandum

COMPANY will document the results of the environmental evaluation and related coordination in a technical memorandum. The technical memorandum will also list the subsequent permitting steps required to construct the project, based on the assumption that no State or Federal funding will be involved.

2.9 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. Three (3) coordination meetings with CLIENT (2 people);
- B. Five (5) one-on-one stakeholder coordination meetings (2 people) to discuss the plan in progress. These meetings may take place on-site, at CLIENT's office, or at COMPANY's office; and
- C. Four (4) field checks (2 people).

COMPANY will conduct general coordination throughout the project with CLIENT, FPDDC, DuPage County Division of Transportation, Chicago Premium Outlets, various other stakeholders, and any utility companies having facilities within project limits. This item includes, but is not limited to: letters, telephone and e-mail correspondence, and the filing of information. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

COMPANY will prepare and submit an application and supporting documentation to the Kane/Kendall Council of Mayors (KKCOM) to request that Biliter Road be designated as an FAU route. The FAU route designation is necessary for CLIENT to be able to apply for future Federal funding. This task also includes anticipated follow-up coordination with KKCOM and IDOT regarding the application, though no additional meetings are expected.

2.10 Quality Assurance / Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided 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/rating of subconsultants, and monitoring of deliverables.

2.11 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 AGREEMENT**

#### **3.1 The following deliverable(s) will be generated for this project and are included in this AGREEMENT:**

- A. Preliminary Typical Sections, Plan and Profiles and Cross-Sections;
- B. Aerial Exhibit;
- C. Preliminary Engineer's Opinion of Probable Cost;
- D. Two (2) Intersection Design Studies and associated exhibits/documentation;
- E. Location Drainage Technical Memorandum, including combined EDP/PDP;
- F. Sanitary Sewer and Watermain Extensions Technical Memorandum;
- G. Illinois Prairie Path Alternatives Analysis Technical Memorandum and Exhibits;
- H. Wetland Delineation Report;
- I. Special Waste Technical Memorandum;
- J. Environmental Evaluation Technical Memorandum; and
- K. KKCOM FAU Route application and supporting exhibits/documentation.

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 12 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. Bathymetric Survey;
- B. Plat of Highways;
- C. Plat of Survey/Topography;
- D. ROW acquisition services;
- E. Roadway borings and/or geotechnical report;
- F. Hydraulic report(s);
- G. Floodplain Letter of Map Revision;
- H. Inlet spacing calculations;
- I. Wastewater treatment plant improvement options and appurtenant facility needs;
- J. TS&L Drawings;
- K. ESR;

- L. Cultural resource coordination;
- M. NRCS/IDOA coordination;
- N. Air quality analysis or documentation;
- O. Existing tree species identification;
- P. Incidental Take Authorizations;
- Q. Pollutant loading analysis;
- R. Wetland permitting and/or jurisdictional coordination;
- S. Noise analysis or report;
- T. Preliminary Site Investigation or special waste testing;
- U. Section 4(f), Section 6(f) and/or Section 106 involvement;
- V. Planning and Environment Linkages (PEL) study or report;
- W. Full, Federal Phase I evaluation and/or report (BLR 19100, BLR 22210 or BLR 22211);
- X. Public Information Meeting, press releases or other general public notices;
- Y. Phase II engineering services, including detailed plans and/or specifications;
- Z. Construction Layout and/or Construction Observation; and
- AA. Attendance at any meetings not specifically indicated herein.

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

## **5.0 Services by Others**

The traffic counts will be provided by Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois (see Exhibit C).

## **6.0 Client Responsibilities**

CLIENT will furnish and/or facilitate the furnishing of any available existing plans for Biliter Road, as well as any available traffic studies and/or development reports relevant to the project.

## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on COMPANY salaried hourly rates current at the time the AGREEMENT is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) 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 AGREEMENT 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 AGREEMENT. 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 COMPANY shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, consultants employed by others, or other third parties who are not employees of the COMPANY.

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 that COMPANY shall not be responsible for 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 Ag 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, COMPANY shall not be responsible for any loss, damage or liability 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 waive claims for any damages, liabilities, or costs, arising out of or connected 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 waive any and all claims against COMPANY, its officers, directors, employees, and consultants, for direct damages, and expenses arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, 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 by the CLIENT that the COMPANY shall not be responsible for 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

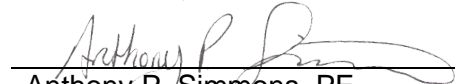
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services 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.



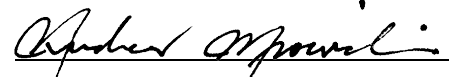
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

  
\_\_\_\_\_  
Anthony P. Simmons, PE

Approved by:

  
\_\_\_\_\_  
Printed/Typed Name: Andrew Mrowicki, PE

Title: Vice President Date: 10/28/2021

CITY OF AURORA

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Bilter Road Phase I Engineering  
RFQ 21-39  
City of Aurora  
HR Green Project Number: 211156**

Regional Director	Senior PM	PE II	SE II	Sr. PM	Lead Env. Plan	Senior Engr	Lead Engineer	SE II	SPM	Lead	SPM	PM	Group Leader	PLS II	SLS II	Design Tech I	Practice Advisor	Admin II	Admin Manager
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\*\* Includes quantity computations.  
\*\*\* PEL Study Tasks (Removed). Entire sections for PEL Study Report (former Section 2.9) and Public Involvement (former Section 2.10) have also been removed.

Assumptions:

1. Based on distance from intersection of Biller Road at Premium Outlets Blvd to 500 feet east of Illinois Prairie Path, which is 4,100'.
2. Plan and profile sheets will display a maximum of 1,500' and include 3 mainline sheets, three (3) side street sheets, and one (1) sheet for the Illinois Prairie Path.
3. Cross-section sheets to display three (3) cross-sections each.
4. Overall 12 month project duration.

## **EXHIBIT B (DIRECT COST WORKSHEET)**

Bilter Road Phase I Engineering  
City of Aurora  
HR Green Project Number: 211156

DATE: 10/28/21

### **2.1 Data Collection and Review**

Gewalt Hamilton \$ 3,230.00

Subtotal: **\$3,230.00**

### **2.2 Survey and ROW Services**

Mileage Rate: \$0.560

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	15	14

Subtotal: **\$117.60**

Title Commitments (Wheatland Title):

Parcels (@ \$550/ea) 0 \$ -

subtotal: \$ -

Research County Documents \$ 50.00

Rebar (50 @ \$4.00 each) \$ 200.00

Subtotal: **\$250.00**

Total: **\$367.60**

### **2.3 Preliminary Design Studies**

Printing Costs (bond) = \$0.45 per square foot (sq. ft.)

Reduced Sheets (11"x17") = 1.3 sq. ft.

Full-Size Sheets (22"x34") = 5.2 sq. ft.

Full-Size Mylar Sheets = \$7.50 each

Total Number of Sheets = **75**

#### **Preliminary Submittal**

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	0	2	10		12

#### **Final Submittal**

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	0	2	10		12

Subtotal: **\$1,053.00**



## **EXHIBIT B (DIRECT COST WORKSHEET)**

Biliter Road Phase I Engineering  
City of Aurora  
HR Green Project Number: 211156

### **2.4 Intersection Design Studies (2 Intersections)**

Total Number of Sheets = 12

#### **Preliminary Submittal**

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	0	2	0		2

#### **Final Submittal**

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	4	2	0		6

Subtotal: **\$56.16**

### **2.5 Location Drainage Technical Memorandum**

Drainage Tech Memo (6 copies @ \$20.00 per copy) \$ 120.00

Subtotal: **\$120.00**

### **2.8 Environmental Studies**

Special Waste Records Review \$ 750.00

Subtotal: **\$750.00**

### **2.9 Meetings and Coordination**

Mileage = \$0.56 per mile

HRG Aurora to CLIENT = 10 miles (round-trip)

HRG Aurora to IDOT D1 = 80 miles (round-trip)

HRG Aurora to Job Site = 15 miles (round-trip)

	CLIENT	IDOT	HRG Aurora to Job Site
Trips	3	0	9

Subtotal: **\$92.40**

### **2.11 Administration**

Postage Allowance = \$500.00

Subtotal: **\$500.00**

<b>TOTAL:</b>	<b>\$6,169.16</b>
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625 Forest Edge Drive ■ Vernon Hills, IL 60061  
847.478.9700 ■ [GHA-Engineers.com](http://GHA-Engineers.com)

October 6, 2021

**Mr. Ted Yelton, PE, PTOE**  
**Project Engineer - Transportation**  
**HR Green, Inc.**  
420 N. Front Street  
McHenry, IL 60050

Re: **Proposal for Professional Services**  
**Traffic Data Collection**  
Aurora, IL  
GHA Proposal No. 2021.D552

Dear Mr. Yelton:

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) to provide Data Collection Services for the above-mentioned project.

This proposal is based on GHA's understanding of the project as per your recent request.

If our proposal is acceptable, please sign one copy and return it to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,  
**Gewalt Hamilton Associates, Inc.**

A handwritten signature in blue ink that reads 'William J. Klewin'.

William J. Klewin  
Director of Data Collection  
[BKlewin@GHA-Engineers.com](mailto:BKlewin@GHA-Engineers.com)

Enc.: GHA Proposal No. 2021.D552

**Proposal for Professional Services**  
**Traffic Data Collection**

Aurora, IL

GHA Proposal No. 2021.D552

HR Green, Inc. (Client), 420 N. Front Street, McHenry, IL 60050, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

**I. Project Understanding**

The Client is requesting two (2) TMC traffic counts in Aurora, IL.

**II. Traffic Data Collection Services**

GHA will provide the following services:

A. Turning Movement Count (TMC)

Location(s):

1. Bilter Road & Charter Oak Drive
2. Bilter Road & Premium Outlet Boulevard

Collection Details

- a. Typical Weekday (Tuesday, Wednesday and/or Thursday)
- b. Bicycles and Pedestrians in Crosswalks are included.
- c. Bicycles on the Roadway are included.
- d. 24-hours at each location
- e. 12AM-12AM CDT
- f. Lights / Mediums / Articulated Trucks

Deliverable

- a. Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

**III. Project Schedule**

GHA will schedule the work as soon as possible after written authorization to proceed.

**IV. Services Not Included**

Should additional services be required or expanded beyond those outlined in Section II: Traffic Data Collection Services of this Agreement, GHA will request written authorization prior to commencing the work and the Client will be billed on a time-and-materials (T&M) basis in accordance with the current GHA Professional Services Hourly Rate Guide.

## V. Key Personnel

Mr. William J. Klewin, Director of Data Collection will serve as the Project Manager. Mr. Jarett M. Giesey will serve as the Data Collection Team Leader and Mr. Patrick M. Oster will serve as the Data Collection Processing Team Leader. The team will work with additional professional staff.

## VI. Compensation for Services

Based upon the scope of services and understanding of the requested work, GHA proposes to complete the work as described above for a lump sum fee as outlined below:

Item Description	Locations	Unit	Qty	Unit	Total Qty	Unit	Unit Price	Unit	Fee
A.1 TMC: Total Video Count is ≥ 24 Hours	2.0	ea	24.0	hr	48.0	hr	\$67.00	hr	\$3,216.00
A.2 TMC: 10% Incentive for any Single TMC VC ≥ 24 Hours	2.0	ea	24.0	hr	48.0	hr	(\$6.70)	hr	(\$322.00)
A.3 Premium Class (e.g. motorcycles or bicycles on road)	2.0	ea	24.0	hr	48.0	hr	\$3.50	hr	\$168.00
A.4 Crosswalks (pedestrians & bicycles)	2.0	ea	24.0	hr	48.0	hr	\$3.50	hr	\$168.00
<b>Sub-total Professional Service Fees (A):</b>									<b>\$3,230.00</b>
<b>Total for Professional Service Fees:</b>									<b>\$3,230.00</b>

The proposed lump sum fee includes all necessary personnel, equipment, deployment, and processing to complete the data collection as described. Reimbursable expenses, including items such as photos, postage, messenger services, printing, truck usage and/or mileage, etc., are included in the lump sum fee.

GHA assumes the study will be completed within one deployment. If additional deployments are requested, an adjustment to the fee may be necessary. GHA will provide the Client a written estimate of any additional fees prior to commencing with such work.

Recounts will be completed at no charge to the Client for equipment failures.

Cancellations shall be made within 24-hours of the scheduled deployment to avoid fees.

The Client shall be responsible for delayed or cancelled work that is out of GHA's control such as construction, road closures, accidents, vandalism, or theft of equipment.

The Client shall be responsible for obtaining all required permits and to notify the applicable regulatory agencies prior to the scheduled deployment.

An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

## VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

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 GHA. GHA'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 GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

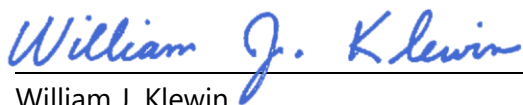
This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

#### **VIII. Authorization of Services**

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

HR Green, Inc.



William J. Klewin  
Director of Data Collection

Ted Yelton, PE, PTOE  
Project Engineer - Transportation

Enc.: [https://datalink.miovision.com/data\\_requests/26037](https://datalink.miovision.com/data_requests/26037)

Attachment A  
GHA Hourly Rates

**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:**  
**2021**

The following rates will remain in effect until December 31, 2021, at which time they are subject to an annual increase:

PRINCIPAL	\$ 222.00
CIVIL ENGINEER VI	\$ 190.00
CIVIL ENGINEER V	\$ 186.00
CIVIL ENGINEER IV	\$ 184.00
CIVIL ENGINEER III	\$ 165.00
CIVIL ENGINEER II	\$ 155.00
CIVIL ENGINEER I	\$ 135.00
LAND SURVEYOR IV	\$ 158.00
LAND SURVEYOR III	\$ 136.00
LAND SURVEYOR II	\$ 132.00
LAND SURVEYOR I	\$ 124.00
GIS PROFESSIONAL III	\$ 165.00
GIS PROFESSIONAL II	\$ 144.00
GIS PROFESSIONAL I	\$ 134.00
AICP II	\$ 128.00
ENVIRONMENTAL CONS. II	\$ 140.00
ENVIRONMENTAL CONS. I	\$ 128.00
ENGINEERING TECHNICIAN V	\$ 184.00
ENGINEERING TECHNICIAN IV	\$ 140.00
ENGINEERING TECHNICIAN III	\$ 128.00
ENGINEERING TECHNICIAN II	\$ 112.00
ENGINEERING TECHNICIAN I	\$ 84.00
ADMINISTRATIVE I	\$ 68.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.