



PROFESSIONAL SERVICES AGREEMENT

For

**Farnsworth Avenue Improvements (IL 56 to I-88)
Phase I – Preliminary Engineering**

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

1.0 Project Understanding

1.1 General Understanding

CLIENT intends to improve Farnsworth Avenue to accommodate the anticipated increase in traffic generated by the relocation of Hollywood Casino. The casino is relocating from downtown Aurora to the area bounded by Farnsworth Avenue (east), Church Road (west), Bilter Road (north) and Corporate Boulevard (south). The casino plans to complete all design and obtain all permits by the end of 2023, then begin construction in early 2024 with an approximate two (2) year construction duration. The construction of CLIENT's roadway improvements along the casino property frontage is expected to be completed by the end of 2025, prior to the casino opening.

In general, this AGREEMENT governs the Phase I engineering services necessary to improve roadway capacity and facilitate access to the casino development along Farnsworth Avenue, Bilter Road, Church Road and Corporate Boulevard. These services include, but are not limited to, the following: data collection; survey; geometric studies; environmental coordination; drainage design; preliminary roadway design/plans; public involvement; and an abbreviated Project Development Report. In order to align CLIENT's project with the adjacent developer's schedule, COMPANY will need to complete both the Phase I and Phase II engineering services by the end of 2023. An agreement for the Phase II engineering services will be negotiated separately, when the scope of the proposed improvements can be better defined.

The engineering and construction for CLIENT's project will be entirely locally funded. As such, Illinois Department of Transportation (IDOT) oversight and/or coordination is not required.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT Bureau of Local Roads (BLR) Manual;
- B. IDOT Drainage Manual;
- C. Kane County Stormwater Management Ordinance, including CLIENT-adopted amendments;
- D. CLIENT Standard Specifications for Improvements; and
- E. Manual on Uniform Traffic Control Devices.

2.0 Scope of Services

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 roadway plans and GIS data within project limits, as well as CLIENT's most recent high quality aerial imagery.

COMPANY will also request from CLIENT the adjacent developer's proposed plans for the casino access drives and related infrastructure. These items will be reviewed by COMPANY for information pertinent to the Phase I.

- 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.

2.2 Survey and Right-of-Way (ROW) Services

COMPANY is performing a portion of the survey services described below as part of an advance surveying agreement (HR Green Project No. 2202670.01) in the amount of \$49,000.00. The survey services included in this AGREEMENT constitute the balance.

A. ROW Survey

COMPANY will recover existing ROW evidence for approximately 13,700 feet (2.6 miles) along Farnsworth Avenue, Bilter Road, Church Road and Corporate Boulevard (see Exhibit A-1 for survey limits). Within the limits described above and shown on Exhibit A-1, COMPANY will also recover existing ROW evidence along four (4) side streets (Premium Outlet Boulevard (west), Parkview Drive, Nan Street and Beverly Drive) for 50 feet beyond the radius returns, and along the northernmost Illinois Tollway ramps for 200 feet. COMPANY will calculate the existing ROW as shown on recorded plats of dedication/highways and/or recorded subdivision plats to include on the base map.

B. Topographic Survey

The roadway topographic survey will include the area lying within the existing ROW, within the limits described above and shown on Exhibit A-1. The topographic survey will include cross-sections at 50-foot intervals and extend 25 feet beyond the existing ROW or to relevant topographic features (building faces, etc.), whichever is closer. The survey will include all visible existing features and improvements. Existing utilities will be surveyed from visible flags or markings. Storm sewer, 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 the species will not be identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

C. Hydraulic Survey

COMPANY will complete a hydraulic/channel survey to facilitate the drainage analysis of the existing box culvert located under Farnsworth Avenue approximately 800 feet north of Bilter Road (see Section 2.5D below). The hydraulic survey will include six (6) channel cross-sections upstream, three (3) channel cross-sections downstream and thalweg location/invert elevation every 50 feet for a total distance of 600 feet.

D. Topographic Survey Base Map

COMPANY will generate a MicroStation V8i SS10 drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within

the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate.

E. Plat of Dedication / Easement

COMPANY will prepare a Plat of Dedication for public ROW along Farnsworth Avenue, or a Plat of Easement, as specified by CLIENT and in accordance with Kane County standards, over parcels of land designated for Hollywood Casino ownership and identified as Kane County PINs 15-02-200-044, 15-02-200-014 and 15-02-426-015. COMPANY will monument new ROW corners with a 5/8" rebar or other suitable marker. The plat will be suitable for recording by CLIENT. It is assumed that any applications or fees required to record the plat will be paid by CLIENT and are thus not included in this AGREEMENT.

Any necessary plats of ROW and/or easement on non-casino parcels due to the proposed roadway widening and ancillary work will be included in the Phase II engineering services agreement.

2.3 Preliminary Design Studies

COMPANY will develop and analyze options for improving roadway capacity and facilitating access to the casino development along Farnsworth Avenue, Bilter Road, Church Road and Corporate Boulevard. The following tasks will be completed by COMPANY:

A. COMPANY will develop horizontal geometrics to improve roadway capacity and provide access to the casino development along Farnsworth Avenue, Bilter Road, Church Road and Corporate Boulevard. The geometric analysis is expected to include additional through lanes on Farnsworth Avenue and Bilter Road, as well as additional turn lane channelization at the intersections. ROW and/or easement acquisition is expected. The following 10 intersections will be included in the geometric analysis:

- Farnsworth Avenue at I-88 Westbound Entrance Ramp;
- Farnsworth Avenue at Corporate Boulevard;
- Farnsworth Avenue at Premium Outlet Boulevard (west) / Casino South Access;
- Farnsworth Avenue at Casino North Access (Main Entrance);
- Farnsworth Avenue at Bilter Road;
- Bilter Road at Church Road;
- Bilter Road at Parkview Drive;
- Bilter Road at Nan Street;
- Bilter Road at Beverly Drive; and
- Bilter Road at Premium Outlet Boulevard (east).

The Farnsworth Avenue at IL 56 intersection is the logical northern terminus for the Phase I project, though that intersection is fully improved and will not be modified. The six (6) lane cross-section previously constructed by Kane County on the south leg at IL 56 will be extended to the south. The Bilter Road at Premium Outlet Boulevard (east) is the logical eastern terminus. Any necessary improvements at that intersection will be coordinated with the adjacent Phase I project to the east, which is also being completed by COMPANY on behalf of CLIENT. Changes to the existing horizontal geometry along Bilter Road east of Farnsworth Avenue is anticipated to be limited to improved turn lane channelization at the intersections.

Changes to the existing vertical geometry along Farnsworth Avenue are not anticipated. However, changes to the existing vertical geometry along Bilter Road are expected to accommodate the widening along Farnsworth Avenue. Changes to the existing vertical geometry on the other side road approaches are also expected.

- B. COMPANY will develop horizontal and vertical geometrics for the proposed multi-use path to be constructed on CLIENT ROW along the perimeter of the casino development (west side of Farnsworth Avenue, south side of Bilter Road and east side of Church Road).
- C. COMPANY will evaluate the remainder of the project limits to identify gaps in the existing multi-use path and sidewalk infrastructure as well as any existing bicycle or pedestrian facilities that are not ADA compliant. Areas that do not conform to ADA policy will be replaced. The feasibility of completing multi-use path and/or sidewalk gaps will be analyzed based on ROW and tree impacts.
- D. COMPANY will prepare existing and proposed typical sections depicting proposed roadway widening (resurfacing and/or reconstruction), multi-use path and sidewalk, which will be included in the Project Development Report (PDR).
- E. 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 PDR.
- F. 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 for review and comment, but will not be included in the PDR.
- G. 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).
- H. COMPANY will prepare a preliminary Engineer's Opinion of Probable Construction Cost (EOPC) for inclusion in the PDR.

2.4 Intersection Design Studies

COMPANY will develop an Intersection Design Study (IDS) for the following four (4) intersections:

- Farnsworth Avenue at Premium Outlet Boulevard (west) / Casino South Access;
- Farnsworth Avenue at Casino North Access (Main Entrance);
- Farnsworth Avenue at Bilter Road; and
- Bilter Road at Church Road.

Though the existing intersection is signalized, an IDS at the Farnsworth Avenue / I-88 Westbound Entrance Ramp intersection should not be required since the channelization is not expected to change. An IDS at the Bilter Road / Premium Outlet Boulevard (east) intersection is already being developed by COMPANY as part of the adjacent Phase I

project to the east. The other intersections listed in Section 2.3A above are currently unsignalized and expected to remain unsignalized.

A Traffic Impact Study (TIS) for the casino development is being completed by Langan Engineering (Langan). COMPANY is under contract with CLIENT to assist with the review of the Langan TIS. Based on the draft TIS (June 2022), CLIENT requested that Langan expand the TIS to include analysis of the operations at several area intersections expected to be impacted by the development, which includes the four (4) aforementioned intersections. As such, it is assumed that the final Langan TIS will provide all traffic data necessary for COMPANY to complete the IDSs, which includes existing counts, projections, and turning movement volumes during peak periods.

Three (3) copies of each IDS will be submitted to CLIENT. It is assumed that only two (2) submittals will be necessary to obtain CLIENT approval. The following tasks will be completed as part of the IDS development:

A. Capacity Analyses

COMPANY will develop a traffic operations model using Synchro/Sim Traffic, Version 11 traffic modeling software. The traffic operations model will be used to validate the results of the Langan TIS for the existing and year 2050 traffic, at the four (4) IDS locations.

This task will only be advanced at CLIENT's discretion.

B. IDS Exhibits

COMPANY will prepare IDS exhibits to show the channelization, capacity analysis results, ADA details and general design considerations using the standard IDOT format. Auto turn simulations of the design vehicle will be included with the IDS.

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, culvert analyses, detention requirements and water quality/BMP requirements. There is an existing floodplain and floodway along the east side of Farnsworth Avenue; however, impacts are not anticipated based on the reported flood elevations. Therefore, floodplain/floodway analyses are not included in this AGREEMENT.

COMPANY will complete the following drainage tasks as part of the LDTM:

A. Outlet Evaluation

COMPANY will evaluate each outlet for suitability and sensitivity to increased flows and provide a table summarizing the results. The evaluation will be qualitative only and will not include any existing or proposed analyses to determine flow rates at each outlet point. For the purposes of this AGREEMENT, it is assumed that up to six (6) outlets will need to be evaluated.

B. Drainage Investigation

COMPANY will investigate existing drainage issues along the corridor. COMPANY will request records of drainage issues from CLIENT and other affected agencies, perform

site inspection, and review survey and other available information to determine possible issues. Known issues will be documented in the LDTM and addressed during the proposed design, where possible.

C. Storm Sewer Design

For the purposes of this AGREEMENT, it is assumed that the existing closed drainage system within the project limits will largely need to be replaced due to the extent of the proposed roadway widening. The hydrology will be based on a 10-year event, using the updated Bulletin #75 rainfall intensities. The conveyance storm sewer design will be completed using the Rational Method or XP-SWMM, based on complexity. Inlet spacing calculations will be completed in Phase II and thus, are not included in this AGREEMENT.

D. Major Culvert Analysis

There is one (1) major culvert within the project limits that will be impacted by the proposed roadway widening, which is located under Farnsworth Avenue approximately 800 feet north of Bilter Road. The structure, which appears to be a box culvert, is not listed on the IDOT Structure Inventory so the hydraulic opening is assumed to be less than 20 feet wide. A hydrologic analysis using HEC-HMS will be completed to determine the Bulletin #75 flows to the existing culvert. A hydrologic analysis using HEC-RAS will be completed for both the existing and proposed conditions. A Waterway Information Table (WIT) will be prepared for the culvert crossing and the results included in the LDTM.

Another large box culvert crosses Bilter Road at Indian Creek, approximately 600 feet east of Farnsworth Avenue. However, roadway widening is not anticipated at this location. As such, a hydraulic analysis and survey are not required for this structure and are not included in this AGREEMENT.

E. Detention Analysis

COMPANY will evaluate each outlet to determine if detention is required. Due to the developed nature of the existing roadway corridors, it is assumed that any required detention for the proposed roadway widening will need to be provided within the proposed storm sewer system. The required detention volume will be determined based on the CLIENT's requirements and the Kane County Stormwater Management Ordinance (KCSMO). The proposed roadway improvements may be exempt from detention requirements per Table 9-81 in the KCSMO, which will be confirmed with CLIENT and/or Kane County. However, any sensitive outlets (i.e. storm sewers and ditches) would still require detention in order to maintain existing release rates project.

F. Existing and Proposed Drainage Plans

A separate Existing Drainage Plan (EDP) and Proposed Drainage Plan (PDP) will not be provided for this project. 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. The combined EDP and PDP will be developed at a scale of 1 inch = 50 feet.

G. Water Quality / BMP Analysis

COMPANY will investigate locations to provide water quality measures meeting the

KCSMO and show them on the PDP. Due to the developed nature of the existing roadway corridors, specific water quality measures may need to be reduced or eliminated due to feasibility or ROW concerns. Any deviations from CLIENT and/or KCSMO requirements will be noted in the LDTM.

H. Drainage Technical Memorandum

An LDTM is the proposed deliverable for the drainage design. This memo will include a narrative summary of the existing and proposed drainage conditions along with the hydrologic and hydraulic calculations, detention calculations, various exhibits, and the combined EDP and PDP as attachments.

2.6 Environmental Studies

This project is anticipated to require a United State Army Corps of Engineers (USACE) Section 404 permit due to the anticipated wetland impacts. The Section 404 permitting process will require an environmental review, similar to the National Environmental Policy Act (NEPA) process that IDOT uses but is less involved. The actual Section 404 permitting is not included in this AGREEMENT and will be provided as part of the Phase II engineering services.

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

- A. **Environmental Survey Request** – The Environmental Survey Request (ESR) form is typically submitted to IDOT for the evaluation of biological and cultural resources. Since there will be no IDOT oversight on this project, no involvement.
- B. **Social/Economic** – CLIENT’s roadway project is expected to require ROW and/or easement acquisition from private property owners. This will be limited to strip takes and will not include the relocation of any property owners. No involvement.
- C. **Agricultural** – ROW acquisition is anticipated but limited to land that is within the corporate limits of the City of Aurora and already in urban development. Therefore, the land is not included in the definition of “farmland”. No involvement.
- D. **Cultural** – Based on the Illinois Department of Natural Resources (IDNR) Historic Preservation Division database, there are no historical buildings or districts in the project corridor. No involvement.
- E. **Air Quality** – Air quality regulations fall under 40 CFR Part 93 - *Determining Conformity of Federal Actions to State or Federal Implementation Plans*. The project is within an ozone nonattainment area and would therefore need to be evaluated for conformity with the *Clean Air Act* to receive design approval from IDOT and FHWA. Since there will be no IDOT or FHWA oversight on this project, no involvement.
- F. **Noise** – The proposed project is anticipated to include additional through lanes on Farnsworth Avenue and Bilter Road to accommodate the casino development. The addition of through lanes meets the definition of a Type I project as per 23 CFR Part 772 (and IDOT BLR Manual Section 20-6) and therefore would require a traffic noise analysis if Federal funds were involved. Since there is no Federal funding or IDOT oversight on this project, no involvement.
- 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 above).

- H. **Threatened and Endangered Species** – The IDNR review for threatened and endangered (T&E) species (biological resources) will be initiated by COMPANY using the Ecological Compliance Assessment Tool (EcoCAT). Federal-listed species will be coordinated with the US Fish and Wildlife Service (USFWS) using the Information for Planning and Consultation (IPaC) review process.

The northern-long eared bat has recently been listed as a Federally endangered species. USACE will require a bat assessment for any bridges or culverts that are greater than four (4) feet in height. COMPANY will conduct a bat assessment at up to two (2) locations in the event the culverts at Premium Outlet Boulevard and Bilter Road are greater than four (4) feet high. It is anticipated that T&E field surveys (other than the bat assessment), conservation plans and/or Incidental Take Authorizations (ITAs) will not be required for this project and, as such, are not included in this AGREEMENT.

- I. **Water Quality / Water Resources** – The project corridor uses curb and gutter, and open drainage for stormwater management. Open water resources are limited to a wetland complex constructed as part of the Premium Outlet development on the east side of Farnsworth Avenue and Indian Creek, which meanders through the wetland complex and crosses under Bilter Road and Premium Outlet Boulevard (west). A pollutant loading analysis is neither anticipated nor included in this AGREEMENT. No involvement.
- J. **Floodplains** – See Section 2.5 (Location Drainage Study) above.
- K. **Wetlands** – The wetland complex on the east side of Farnsworth Avenue encroaches into CLIENT-owned ROW. COMPANY will conduct a wetland delineation for the project corridor to identify wetland and open water areas, collectively Waters of the United States (WOTUS). The delineation and findings will be documented in a Wetland Delineation Report.
- L. **Regulated Substances (formerly Special Waste)** – COMPANY will review Federal, State and local databases to document any potential sources of contamination (recognized environmental conditions – RECs). COMPANY will document the findings in a regulated substances technical memorandum.

If there are any RECs within project limits and the regulated substances review determines that additional research, documentation and/or a subsurface investigation are required, those tasks would be completed as part of the Phase II engineering services.

- M. **Special Lands** – The project area contains a mix of commercial and open area land uses. There are no publicly owned recreational areas within the project limits. For the purposes of this AGREEMENT, coordination for Section 4(f) resources is not anticipated.

Section 6(f) procedures must be followed for all projects regardless of project type or funding source. Section 6(f) applies when conversion of land acquired or developed with Land and Water Conservation (LAWCON) funds is needed for the project. The wetland complex on the east side of Farnsworth Avenue is owned by CLIENT, so it would need to be verified with CLIENT if LAWCON funds were used in its

development. For purposes of this AGREEMENT, time has been included to verify the information, but it is anticipated that Section 6(f) procedures will not be needed.

2.7 Project Development Report

COMPANY will prepare an abbreviated Phase I PDR for the proposed improvements along Farnsworth Avenue, Bilter Road, Church Road and Corporate Boulevard. The purpose of the abbreviated PDR will be to document key design decisions, coordination and combine/reference the supporting documentation (IDSs, plans, etc). IDOT BLR 22211 (Local Project Development Report for Group I Categorical Exclusions and Design Approval) will be utilized as the basis for the report, but exhaustive narratives will be omitted and sections that are not relevant will be deleted. The abbreviated PDR will be submitted only to CLIENT for their records.

This task will only be advanced at CLIENT's discretion.

2.8 Public Involvement

The following tasks will be completed in order to satisfy the anticipated public involvement requirements for this project.

- A. COMPANY will attend up to 10 one-on-one stakeholder coordination meetings to discuss the plan in progress. These meetings may take place on-site, at CLIENT's office, or at COMPANY's office.
- B. COMPANY will attend three (3) open house public information meetings, which will include the following related tasks:
 - Develop exhibits and other materials for viewing/use during the public meeting.
 - Four (4) people from COMPANY will attend a dry run with CLIENT to review the handouts and exhibits prior to the public meeting.
 - Four (4) people from COMPANY will attend the public information meeting.

CLIENT will organize the public information meetings, which will include the following tasks and associated fees, which are not included in this AGREEMENT:

- Coordinate and reserve meeting space at an appropriate facility.
- Coordinate meeting advertisement with the local media.
- Send public meeting notification letters or postcards to property owners adjacent to the project corridor and others deemed necessary.

2.9 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. Six (6) coordination meetings with CLIENT (2 people); and
- B. Four (4) field checks (2 people).

COMPANY will conduct general coordination throughout the project with CLIENT, various 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.

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. Plat of Dedication or Easement for Hollywood Casino Parcels;
- B. Preliminary Typical Sections, Plan and Profiles and Cross-Sections;
- C. Aerial PIM Exhibit;
- D. Preliminary EOPC;
- E. Four (4) IDSs and associated exhibits/documentation;
- F. LDTM, including combined EDP/PDP;
- G. Bat Assessment for Two (2) locations;
- H. Wetland Delineation Report;
- I. Regulated Substances Technical Memorandum;
- J. PDR; and
- K. PIM Notification Letters.

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 six (6) 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. IDOT oversight and/or coordination;

- B. Plats and/or legal descriptions for non-casino parcels;
- C. Wire height survey;
- D. Existing tree species identification;
- E. Aerial mapping via unmanned aerial vehicle (or other means);
- F. Roadway borings and/or geotechnical report;
- G. Traffic counts, projections and/or distributions;
- H. Accident analyses;
- I. ADA grading details;
- J. IDOT design exception documentation, including BDE 3100 and/or MEP forms;
- K. Geometric and/or intersection design/studies at Farnsworth Avenue/IL 56;
- L. IDS at Farnsworth Avenue/I-88;
- M. IDS at Bilter Road/Premium Outlet Boulevard (part of adjacent project);
- N. Floodplain and/or floodway analyses;
- O. Inlet spacing calculations;
- P. Hydraulic analysis and/or survey for Bilter Road culvert at Indian Creek;
- Q. IDOT ESR;
- R. Social/Economic and/or cultural resource coordination;
- S. NRCS/IDOA coordination;
- T. Noise and/or air quality analyses;
- U. Incidental Take Authorizations;
- V. Pollutant loading analysis;
- W. Section 4(f), Section 6(f) and/or Section 106 involvement;
- X. USACE Section 404 Permit (to be completed in Phase II);
- Y. PIM meeting space, advertisement, notification letters and/or associated fees;
- Z. Responses to PIM comments and/or PIM summaries;
- AA. Phase II engineering services, including detailed plans and/or specifications;
- BB. Construction Layout and/or Construction Observation; and
- CC. 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

No services by others will be needed for this project.



6.0 Client Responsibilities

CLIENT will furnish and/or facilitate the furnishing of any available existing roadway plans and GIS data within project limits, CLIENT's most recent high quality aerial mapping, and the adjacent developer's proposed plans for the casino access drives and related infrastructure.

CLIENT will organize the public information meetings and pay all related rental and advertising fees (see Section 2.8).

CLIENT will also review the deliverables within a reasonable timeframe, so as not to delay the project schedule.

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 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

CLIENT AGREES to pay COMPANY on the following basis:

Time and Materials Not to Exceed \$470,770.25, 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.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S 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. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services 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. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

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

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.

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 (7) days' written notice. If any portion of the services 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 services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY'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 are 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, sub-consultants, 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 law 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 the Kane County Circuit Court.

8.13 Dispute Resolution

Prior to the commencement of any litigation arising from or related to this AGREEMENT, the CLIENT and COMPANY shall utilize their best efforts to promptly resolve any conflicts that arise during the design or construction of the project or following the completion of the project amicably and in good faith, which may include escalation to senior representatives of the PARTIES, or by mutual agreement, submission of the matter to non-binding mediation. The parties agree that this provision shall not apply in situations where a party's failure to promptly commence litigation on an otherwise judicable claim may result in law or equitable estoppel barring such claim.

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 remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

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

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In 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 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 service.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may 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 its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from 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 express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk and the CLIENT agrees to waive all claims against COMPANY 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 waive all claims against COMPANY arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

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

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to waive all claims against COMPANY arising out of or resulting from the same, except for those caused by the negligent acts, errors or omissions of the COMPANY. 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; disease epidemic or pandemic; failure of any government agency to act in a 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 COMPANY shall be entitled to a 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 sub-consultants 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 it shall require its contractor to indemnify the CLIENT, COMPANY and COMPANY'S consultants and that they 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 services. The compensation to be paid COMPANY for said professional 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. Client agrees to waive all claims against COMPANY 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 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 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants 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 the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, 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.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT waives all claims against COMPANY 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.

8.27 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 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: President Date: January 6, 2022

CITY OF AURORA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Exhibit A-1
Survey Limits



EXHIBIT B (DIRECT COST WORKSHEET)

Farnsworth Avenue Improvements (IL 56 to I-88)

City of Aurora

HR Green Project Number: 2202670

DATE: 01/06/23

2.1 Data Collection and Review

N/A \$ -

Subtotal: \$0.00

2.2 Survey and ROW Services

Mileage Rate: \$0.625

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	20	50

Subtotal: \$625.00

Research County Documents \$ 50.00

Rebar (25 @ \$3.00 each) \$ 75.00

Subtotal: \$750.00

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 = 106

Preliminary Submittal

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	0	3	10		13

Final Submittal

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	0	3	10		13

Subtotal: \$1,612.26

EXHIBIT B (DIRECT COST WORKSHEET)

Farnsworth Avenue Improvements (IL 56 to I-88)

City of Aurora

HR Green Project Number: 2202670

2.4 Intersection Design Studies (4 Intersections)

Total Number of Sheets = **12**

Preliminary Submittal

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	0	3	0		3

Final Submittal

	IDOT	CLIENT	Utilities	N/A	Total
Reduced Plan Sets	0	3	0		3

Subtotal: **\$42.12**

2.5 Location Drainage Study

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

Subtotal: **\$120.00**

2.6 Environmental Studies

Special Waste Records Review \$ 750.00
EcoCAT Submittal for T&E \$ 125.00

Subtotal: **\$875.00**

2.7 Project Development Report

Printing Costs (bond) per Copy = \$ 20.00

Total Number of Sheets = **N/A**

Preliminary Submittal

	IDOT	CLIENT	N/A	N/A	Total
Reduced Plan Sets	0	3	0	0	3

Final Submittal

	IDOT	CLIENT	N/A	N/A	Total
Reduced Plan Sets	0	3	0	0	3

Subtotal: **\$120.00**

EXHIBIT B (DIRECT COST WORKSHEET)

Farnsworth Avenue Improvements (IL 56 to I-88)

City of Aurora

HR Green Project Number: 2202670

2.8 Public Involvement

Mileage = \$0.625 per mile

HRG Aurora to Project Site = 20 miles (round-trip)

HRG Aurora to City Hall = 10 miles (round-trip)

	<u>Stakeholders</u>	<u>PIM Dry Run</u>	<u>PIM</u>	<u>N/A</u>
Trips	10	3	3	0
Mileage			\$ 162.50	
PIM Facility Rental (\$500 ea)			\$ -	
PIM Advertisement Advertisement (\$500 ea)			\$ -	
PIM Notification Letters (300)			\$ -	
PIM Exhibit Boards (\$250 per meeting)			\$ 750.00	
Public Comment Responses (50)			\$ -	

Subtotal: **\$912.50**

2.9 Meetings and Coordination

Mileage = \$0.625 per mile

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

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

HRG Aurora to Job Site = 20 miles (round-trip)

	<u>CLIENT</u>	<u>IDOT</u>	<u>HRG Aurora to Job Site</u>
Trips	5	5	4

Subtotal: **\$331.25**

2.11 Administration

Postage Allowance = \$500.00

Subtotal: **\$486.87**

TOTAL: \$5,250.00