



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Commons Drive Extension  
Phase II – Contract Plans, Specifications and Estimates**

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## **TABLE OF CONTENTS**

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



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

## 1.0 Project Understanding

### 1.1 General Understanding

CLIENT intends to extend Commons Drive from Ogden Avenue (US 34) to 75<sup>th</sup> Street (DuPage County Highway 33). The project will feature approximately 1,000' of new roadway on new alignment and improvements to both the Ogden Avenue and 75<sup>th</sup> Street intersections, which are under the jurisdiction of Illinois Department of Transportation (IDOT) and DuPage County, respectively. The extended roadway corridor is expected to include new sidewalk along the west side, new multi-use path along the east side, and new lighting. An approximately 300' section of existing 8" water main from the north side of 75<sup>th</sup> Street to the south will be replaced/upgraded to 12"; the design of which will be the responsibility of COMPANY. The design of a new 8" water main between Ogden Avenue and 75<sup>th</sup> Street to serve the adjacent development will be the responsibility of the developer.

The Commons Drive Extension will serve a new multi-phase development within the triangular area bounded by Ogden Avenue, 75<sup>th</sup> Street and the Chesapeake Landing development. Per the Redevelopment Agreement executed with Aurora Town Center Associates, LLC (ATCA) in 2019, the City is responsible for the roadway extension. Extensive coordination with ATCA will be necessary, as the developer is currently designing Phase 1 of 4. Despite an attempt by a previous developer, the parcel remains largely unimproved except for a partially constructed detention facility in the northeast corner. The Commons Drive Extension will be funded entirely by local funds.

Extensive coordination with IDOT and the DuPage County Division of Transportation (DuDOT) will also be necessary. The improvements at Ogden Avenue, which are expected to include additional channelization and replacement of the existing traffic signals, will need to be reviewed and approved by the IDOT District One Bureau of Traffic, Permits Section. Similarly, the improvements at 75<sup>th</sup> Street will need to be permitted through DuDOT. The improvements at 75<sup>th</sup> Street are expected to include additional channelization and new traffic signals (the existing intersection at Commons Drive is stop-controlled).

In general, this AGREEMENT governs the Phase II engineering services required for the extension of Commons Drive from Ogden Avenue to 75<sup>th</sup> Street. These services will include, but are not limited to, the following: data collection and review; field reconnaissance; survey; detailed design; utility coordination; permitting; preparation of contract plans, specifications, and estimates; and plats of easement (if necessary). For the purposes of this AGREEMENT, it is assumed that construction of the proposed improvements will occur via one (1), complete construction contract. For the purposes of this AGREEMENT, it is also assumed that the Phase II engineering services will conclude within 24 months of COMPANY receiving notice to proceed from CLIENT.

CLIENT intends to issue two (2) Purchase Orders (POs) for the Phase II engineering services included herein. The first PO will be limited to Sections 2.1-2.5 below, and related meetings, coordination, and administration. Issuance of the second PO will be subject to ATCA demonstrating adequate progress on Phase 1 of the development to CLIENT.



## 1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BDE Manual (Ogden Avenue);
- B. IDOT BLR Manual (Commons Drive and 75<sup>th</sup> Street);
- C. IDOT Drainage Manual;
- D. IDOT Bridge Manual;
- E. Kane County Stormwater Management Ordinance, including CLIENT-adopted amendments;
- F. DuPage County Highway Permit Ordinance;
- G. Illinois Environmental Protection Agency (IEPA) Standard Specifications for Water and Sewer Construction in Illinois;
- H. Standard Specifications for Water and Sewer Main Construction in Illinois;
- I. CLIENT/ATCA Redevelopment Agreement; and
- J. CLIENT Standard Specifications for Improvements.

## 2.0 Scope of Services

COMPANY is the prime consultant providing the Phase II engineering services to CLIENT for the Commons Drive Extension and, as such, all services will be provided through COMPANY. Section 2 is narrated accordingly, though certain tasks may be performed by another or multiple members of the consultant team. The consultant team includes COMPANY, EJM Engineering, Inc., Chicago Testing Laboratory, Inc. and Gewalt Hamilton Associates, Inc. Section 5 provides a listing of responsibilities for each firm.

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

### 2.1 Data Collection and Review

- A. COMPANY will gather and review available materials which include, but are not limited to, any site plans, traffic information, drainage studies, permitting and environmental documentation, survey data, electronic design files, and utility information concerning the adjacent development, as well as any existing and/or proposed plans concerning Commons Drive, Ogden Avenue and/or 75<sup>th</sup> Street.
- B. COMPANY will submit a JULIE design stage ticket and coordinate with any utility companies that have facilities located within the project limits. COMPANY will request from these utilities updated maps of existing facilities for placement into a CAD base map for the design.
- C. COMPANY will perform geotechnical engineering services for the project in accordance with the IDOT Geotechnical Manual. As part of the geotechnical engineering services, the following will be provided:
  1. Up to 10 10-foot roadway borings;
  2. Up to eight (8) 25-foot borings for traffic signal foundations;
  3. Up to seven (7) 30-foot borings for proposed retaining wall (if necessary);
  4. Up to four (4) existing pavement cores; and

5. One (1) Roadway Geotechnical Report (RGR).

COMPANY will incorporate the findings of the geotechnical fieldwork and RGR into the Phase II plans and specifications, as appropriate.

2.2 Survey Services

A. Right-of-Way and Topographic Survey

COMPANY will recover existing Right-of-Way (ROW) evidence for approximately 1,000' along existing Commons Drive (500' north of Ogden Avenue and 500' south of 75<sup>th</sup> Street), 1,000' along Ogden Avenue (500' east and west of Commons Drive), and 1,000' along 75<sup>th</sup> Street (500' east and west of Commons Drive). 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. The topographic survey will include roadway cross-sections at 50' intervals within the limits described above and will extend 10' beyond the existing ROW. The topographic survey will also include the approximately three (3) acre triangular area within the northeast corner of the subject parcel owned by ATCA (east of proposed Commons Drive), including the perimeter and intermittent depths of the detention basin lying therein. 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 6" or greater will be located, but species will not be identified. The topographic 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 and terrain model of the existing features and visible improvements collected along the roadway according to IDOT standards, which will be used as the basis for the detailed design. One (1) foot contours 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.

C. Plats of Easement

COMPANY will prepare up to two (2) plats of easement for permanent and/or temporary construction easements on adjacent parcels for the associated improvements to Ogden Avenue and/or 75<sup>th</sup> Street. The plats will be suitable for recording by CLIENT. The plats of dedication for ROW and easements associated with the extension of Commons Drive on the subject parcel owned by ATCA, will be the responsibility of ATCA.

2.3 Traffic Impact Study

- A. COMPANY, through a vendor, will obtain one (1) 24-hour weekday and one (1) 3-hour Saturday traffic counts at the following locations:
- Commons Drive/Ogden Avenue intersection;
  - Commons Drive/75<sup>th</sup> Street intersection; and
  - Ogden Avenue/75<sup>th</sup> Street intersection.

The traffic counts will include all turning movements (where applicable) 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).

- B. COMPANY will establish the amount of additional traffic anticipated to be generated in the future by the extension of Commons Drive and the adjacent development. The generated traffic will be during a weekday morning peak hour, a weekday evening peak hour and a Saturday midday peak hour utilizing the Institute of Transportation Engineers (ITE) trip generation reference material. COMPANY will then distribute the additional trips to the street network based on existing traffic patterns and ease of travel.

The parcel in the southeast quadrant of the Commons Drive/75<sup>th</sup> Street intersection is currently undeveloped. CLIENT will provide assumptions pertaining to the expected land use and access points so that traffic volumes associated with the future development of this parcel can be considered in the TIS. However, the access points associated with this future development will not be analyzed.

- C. COMPANY will utilize the CMAP forecast data, the current turning movement volumes and the estimated development traffic to estimate the Design Hour Volumes (DHV's) for 2028 (assumed initial build-out year for Phase 2 of the development, plus 5 years) and 2050 for the following locations:
- Commons Drive/Ogden Avenue intersection;
  - Commons Drive/75<sup>th</sup> Street intersection;
  - Ogden Avenue/75<sup>th</sup> Street intersection;
  - One (1) new, full access along Commons Drive (between Ogden Avenue and 75<sup>th</sup> Street);
  - Two (2) new, partial accesses (RI/RO) along Commons Drive (between Ogden Avenue and 75<sup>th</sup> Street);
  - Two (2) new, partial accesses (RI/RO or possible  $\frac{3}{4}$  opposite Gregory Street) along Ogden Avenue (west of Commons Drive); and
  - One (1) new, partial access (RI/RO) along 75<sup>th</sup> Street (west of Commons Drive).

As part of this item, COMPANY will develop turning movement diagrams for the weekday AM, weekday PM and Saturday peak hours for the existing, 2028 development and 2050 total traffic, for each location.

It is assumed that the new, full access along Commons Drive will not be signalized. It is also assumed that IDOT and DuDOT will limit the partial accesses along Ogden Avenue and 75<sup>th</sup> Street to Right-In/Right-Out (RI/RO) only. As such, Intersection Design Studies for these additional accesses are not included in this AGREEMENT.

- D. COMPANY will perform 2028 and 2050 capacity analyses for the Commons Drive/Ogden Avenue intersection for the weekday AM, weekday PM and Saturday peak hours, using the Highway Capacity Manual (HCM) methodology within the Synchro analysis software.

- E. COMPANY will perform 2028 and 2050 capacity analyses for the Commons Drive/75<sup>th</sup> Street intersection for the weekday AM, weekday PM and Saturday peak hours, using the HCM methodology within Synchro.
- F. COMPANY will perform 2028 and 2050 capacity analyses for the Ogden Avenue/75<sup>th</sup> Street intersection for the weekday AM, weekday PM and Saturday peak hours, using the HCM methodology within Synchro.
- G. COMPANY will perform 2028 and 2050 capacity analyses for the unsignalized development access intersections along Commons Drive, Ogden Avenue and 75<sup>th</sup> Street for the weekday AM, weekday PM and Saturday peak hours, using the HCM methodology within Synchro.
- H. COMPANY will document the findings and recommendations of the study in a draft report. Three (3) copies of the draft report will be provided to CLIENT, IDOT and DuDOT for review and comment.
- I. COMPANY will compile review comments made on the draft report and make the required revisions. Three (3) copies of the final report will be provided to CLIENT, IDOT and DuDOT for review and approval.

#### 2.4 Intersection Design Studies

COMPANY will develop an Intersection Design Study (IDS) for two (2) intersections: Commons Drive at Ogden Avenue, and Commons Drive at 75<sup>th</sup> Street. Three (3) copies of each IDS will be submitted to CLIENT and either IDOT (Commons Drive/Ogden Avenue) or DuDOT (Commons Drive/75<sup>th</sup> Street). It is assumed that only two (2) submittals will be necessary to obtain IDOT and DuDOT approval. The following tasks will be completed as part of the IDS development:

##### A. Proposed Roadway Design

COMPANY will design the horizontal and vertical geometry for the proposed roadway improvements associated with Commons Drive, Ogden Avenue and 75<sup>th</sup> Street.

##### B. Americans with Disabilities Act (ADA) Design

COMPANY will design the sidewalk and multi-use path ramps at both the Ogden Avenue and 75<sup>th</sup> Street intersections to conform with ADA policy. COMPANY will prepare ADA grading details for inclusion in each IDS, in accordance with IDOT District One guidelines/standards.

##### C. 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.

##### D. Design Exception Documentation

BDE 3100 (Design Exception Request Project Identification) will be completed for each design element that does not meet BDE policy.

#### 2.5 Drainage Analysis and Design

The layout of the preliminary drainage system will be developed and coordinated with IDOT, CLIENT, ATCA and DuPage County. The latest Bulletin #75 rainfall intensities (effective

January 2020) will be used to complete an updated analysis of the proposed storm sewer, inlets, and detention system. The layout developed by ATCA as part of development Phase 1 will be maintained. The stormwater detention required will be coordinated with ATCA and will be calculated/provided as part of the drainage analysis and design. There is no floodplain within the project limits and compensatory storage will not be required.

A. Detention Basin and Outlet Structure Design

It is assumed that ATCA will determine the total volume necessary for the detention basin, including the volume required for the roadway improvements. An outlet will need to be constructed so there is a positive release for the detention basin. COMPANY will coordinate with ATCA regarding the grading needed to achieve the total basin volume and will also design the outlet structure. The detention basin may need to be expanded with retaining walls depending on the total volume required. A grading plan for the basin will be completed and is included as part of the Contract Plans (see Section 2.8, below).

B. Storm Sewer Design

COMPANY will perform the storm sewer calculations using the updated Bulletin #75 rainfall intensities. The storm sewer design will be completed using XP-SWMM, using the tributary areas and land uses established as part of the preliminary drainage design coordinated with ATCA.

C. Inlet Spacing

Inlet spacing will be calculated for Commons Drive and checked for any other curbed roadways where widening is proposed.

D. Stormwater Permitting

Due to the additional detention required for the project, as well as the associated basin modifications and outlet to be constructed, it is anticipated that a Stormwater Management Permit will be required and a drainage technical memorandum will need to be reviewed and approved by IDOT and DuPage County. This task includes the necessary coordination with CLIENT, ATCA, IDOT and DuPage County to obtain the permit and approval of the drainage technical memorandum.

E. Drainage Technical Memorandum

A technical drainage memorandum is anticipated to be required by IDOT. This memo will not include a separate Existing Drainage Plan (EDP) and/or Proposed Drainage Plan (PDP), which are typically provided as part of a formal IDOT Location Drainage Study (LDS). Instead, the drainage plan sheets from the Contract Plans will be modified to add tributary areas and will be included as exhibits, along with all the detention, storm sewer, inlet, and water quality calculations for the project.

2.6 Permitting and Environmental Coordination

Additional regulatory agency coordination is anticipated to acquire the permits necessary for the project. These regulatory agencies include the U.S. Army Corps of Engineers (USACE), Illinois Environmental Protection Agency (IEPA), Illinois Department of Natural Resources (IDNR) and the DuPage County Stormwater Management. In addition to the



Stormwater Management Permit identified in Section 2.5 above, COMPANY anticipates that the following permits and certifications will be required for the project:

- A. Section 404 Regional Permit through USACE;
- B. Section 401 Water Quality Certification (through Joint Application) – IEPA;
- C. Public Water Supply Construction Permit – IEPA; and
- D. National Pollutant Discharge Elimination System (NPDES) – IEPA.

There are no direct costs included in this AGREEMENT for plan or field reviews by Kane-DuPage Soil and Water Conservation District (KDSWCD). If necessary, any KDSWCD fees will be paid for separately by the CLIENT.

- A. Wetlands and Joint Application (Optional)

Any existing wetlands will be delineated by COMPANY. Based on an initial review of the available wetland mapping, the only mapped wetland is the existing detention basin. The wetland (basin) is currently not connected to the stormwater system along Ogden Avenue, but will likely be connected to it as part of the proposed improvements. Aerial photos indicate a wetland did not exist prior to the detention basin being constructed without an outlet. As such, there is a possibility that the basin will not be regulated as a wetland. The wetland and the buffer area will be delineated as part of the project evaluation, but only if determined to be necessary and at the direction of CLIENT. It is assumed that there are no other potential wetland areas within the project limits.

If necessary, COMPANY will coordinate a jurisdictional determination through USACE. For the purposes of this AGREEMENT, it is anticipated that the wetland permitting will be conducted through the USACE joint application process (Section 404) and a regional permit will be applicable.

- B. Threatened and Endangered Species

COMPANY will coordinate review of Threatened and Endangered (T&E) species through IDNR's Ecological Compliance Assessment Tool (EcoCAT) and through the US Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPAC) system for review of state and federal listed species, respectively. It is anticipated that the reviews will result in the finding of no involvement and no additional surveys or coordination will be required.

- C. Special Waste

A Preliminary Environmental Site Assessment (PESA) will be prepared by COMPANY for the purposes of documenting the potential for contaminated soil or groundwater. Given the history of the project corridor and the lack of development other than residential, it is anticipated that no Recognized Environmental Conditions (RECs) will be identified.

CLIENT has requested that Clean Construction and Demolition Debris (CCDD) facility coordination be conducted as part of the Phase II engineering services. Based on the anticipated PESA result of no RECs, it is likely that the CCDD facilities will accept the LPC-662 form for this project corridor. While CCDD facilities have identified roadway projects themselves as RECs (regardless of database review results), this project involves a new roadway on new alignment. For the purposes of this AGREEMENT, it

is assumed that COMPANY will need to complete the LPC-662 form. COMPANY will contact at least two (2) local CCDD facilities to verify that the LPC-662 form will be acceptable based on the project characteristics and PESA results. COMPANY will also collect up to six (6) soil samples via hand auger and facilitate/obtain the analysis of the six (6) soil samples for pH to accompany the LPC-662 form.

This AGREEMENT does not include the completion of form LPC-663 and/or the associated soil sampling/soil analyses required for projects containing RECs or Potentially Impacted Properties (PIPs).

D. IEPA Public Water Supply Construction Permit

COMPANY will prepare and submit an IEPA Construction Permit Application and Schedule A for the replacement of the existing water main south of 75<sup>th</sup> Street.

2.7 Retaining Wall – Preliminary Bridge Design and Hydraulic Report (Optional)

COMPANY will design a retaining wall along the east edge of the ATCA parcel to protect the adjacent property from the expansion of the existing detention facility in the northeast corner of the development, but only if determined to be necessary and at the direction of CLIENT. The exposed height of wall is unknown at this time and for the purposes of this AGREEMENT, the exposed height is assumed to be greater than 7'. COMPANY will investigate and determine the appropriate retaining wall type based on the geotechnical recommendations.

If necessary, a Preliminary Bridge Design and Hydraulic Report (PBDHR) will be prepared and serve as the basis for the submittal of the Type, Size and Location (TS&L) drawing to IDOT for review and approval. COMPANY will complete the following as part of the PBDHR:

- A. BLR 10210 (PBDHR) with attachments; and
- B. TS&L drawings.

2.8 Contract Plans

COMPANY will develop plans for the proposed roadway and associated improvements along Commons Drive. COMPANY will also develop plans for the proposed roadway and associated improvements along Ogden Avenue and 75<sup>th</sup> Street, at their intersections with Commons Drive. The design and construction of the partial accesses along Ogden Avenue and 75<sup>th</sup> Street are assumed to be ATCA's responsibility and are not included in this AGREEMENT.

The contract plans will be submitted to CLIENT for review and concurrence at the 60%, 90% and 100% milestones. The contract plans will also need to be submitted to IDOT and DuDOT for review and approval at the 90% and 100% milestones. The following will be provided as part of the contract plans:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
General Notes	2
Summary of Quantities	3
Typical Sections	5
Schedule of Quantities*	3
Pavement Schedule / Driveway Schedule*	1
Storm Sewer Schedule*	1
Earthwork Schedule*	1
Pavement Marking Schedule / Sign Schedule*	1
Work Zone Pavement Marking Schedule*	1
Water Main Schedule*	1
Alignments and Benchmarks	2
Removal Plans	2
Plan and Profiles	4
Suggested Maintenance of Traffic – General Notes	1
Suggested Maintenance of Traffic – Typical Sections	2
Suggested Maintenance of Traffic – Plans	4
Suggested Maintenance of Traffic – Details	4
Erosion Control Plans	2
Drainage Plan and Profiles	4
Detention Basin Grading Plan	1
Water Main Plans and Details	5
Intersection Pavement Elevation Plans	4
Pavement Marking and Signing Plans	2
Temporary and Proposed Traffic Signal Plans	34
Lighting Plans	10
Retaining Wall Plans and Details	3
Miscellaneous Details	10
Cross-Sections**	28
<b>Total No. of Sheets (Roadway Plans)</b>	<b>143</b>

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

\*\* Cross-sections will be provided at 50 feet intervals, and at all intersecting roadways and entrances.

Detailed landscaping plans are not included in this AGREEMENT. Landscaping along the project corridor will consist of only a combination of sod, seeding and fertilizer to restore disturbed areas, which will be detailed on the Erosion Control Plans. No ornamental plantings and/or irrigation systems will be provided.

## 2.9 Specifications and Estimates

- A. COMPANY will perform a total of three (3) pavement designs utilizing the IDOT BDE and BLR Manuals, as applicable, for the following roadways: Commons Drive, Ogden

Avenue and 75<sup>th</sup> Street. The overall pavement design for each roadway will be based on the segment with the highest projected traffic volumes.

- B. COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:
  - 1. Supplemental Specifications and Recurring Special Provisions;
  - 2. Project Specific Special Provisions (including those required by CLIENT, IDOT and DuDOT);
  - 3. BLR Special Provisions; and
  - 4. BDE Special Provisions.
- C. A Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will be prepared to comply with the requirements of the NPDES, established by the IEPA. The SWPPP and NOI will be included with the specifications.
- D. COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC) for the project and submit to CLIENT for review and approval at the 90% and 100% percent milestones.
- E. COMPANY will prepare an Estimate of Time (EOT) needed for construction of the proposed improvements and submit to CLIENT for review and approval at the 90% and 100% milestones.

#### 2.10 Meetings and Coordination

COMPANY will attend the following meetings and field checks;

- A. Four (4) coordination meetings at CLIENT (2 people);
- B. One (1) coordination meeting at IDOT District One (2 people);
- C. One (1) coordination meeting at DuDOT (2 people);
- D. Four (4) developer coordination meetings with ATCA (2 people); and
- E. Four (4) field checks (2 people).

COMPANY will conduct general coordination throughout the project with CLIENT, IDOT, DuDOT, ATCA, various other stakeholders/property owners, and any utility companies having facilities within project limits. This item includes, but is not limited to letters, telephone, e-mail correspondence, and 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.

#### 2.11 Quality Assurance and 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.

COMPANY will perform the following reviews prior to each of the three (3) milestone submittals:

- A. Quality Control Check – Project Manager;
- B. Peer Review – Senior Engineer not involved with project on a daily basis; and
- C. Constructability Review – Construction Personnel.

#### 2.12 Phase III Support

- A. Two (2) people from COMPANY will attend the preconstruction meeting at CLIENT.
- B. Two (2) people from COMPANY will attend a total of four (4) field meetings to assist with questions that may arise during construction of the proposed improvements.
- C. COMPANY will assist with questions related to the design of the proposed improvements that may arise throughout construction. For the purposes of this AGREEMENT, 20 responses to contractor Requests for Information (RFIs) have been assumed.

#### 2.13 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

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

- A. RGR;
- B. Two (2) plats of easement for Ogden Avenue and/or 75<sup>th</sup> Street (if necessary);
- C. Traffic Impact Study (TIS);
- D. Two (2) IDSs (Commons Drive/Ogden Avenue and Commons Drive/75<sup>th</sup> Street);
- E. Drainage Technical Memorandum;
- F. Wetland Delineation Report;
- G. IEPA Construction Permit Application and Schedule A;
- H. LPC-662 Form;
- I. PBDHR and TS&L (retaining wall);
- J. Contract Plans (roadway, drainage, water main, traffic signals and retaining wall);
- K. Specifications (including SWPPP and NOI);
- L. EOPC; and
- M. EOT.

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

For the purposes of this AGREEMENT, it is assumed that all Phase II engineering services will conclude within 24 months of COMPANY receiving notice to proceed from CLIENT.

This schedule was prepared to include reasonable allowances for review and approval times required by the 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 the 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. Subsurface Utility Exploration (SUE) via potholing or hydro excavating;
- B. Field/drain tile surveys;
- C. Bathymetric survey;
- D. Plat of highways and/or dedication;
- E. Plat of survey/topography;
- F. Tree species identification and/or tree mitigation;
- G. Formal LDS, EDP and/or PDP;
- H. Compensatory storage calculations/floodplain calculations;
- I. Water quality analysis and/or design (BMPs will be limited to native plantings in/around basin);
- J. IDNR-OWR permitting/coordination;
- K. Environmental Survey Request (ESR) processed through IDOT;
- L. Individual wetland permit (RP #3 assumed to be valid);
- M. LPC-663 Form and/or soils testing associated with RECs/PIPs;
- N. Transportation Management Plan (TMP);
- O. Detailed landscaping plans;
- P. Sanitary sewer design and/or plans;
- Q. Bid documents;
- R. Bid analysis and/or review;
- S. Attendance at any meetings not specifically indicated herein; and/or
- T. Construction layout and/or construction observation.

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

#### **5.0 Services by Others**

Chicago Testing Laboratory, Inc. of Warrenville, Illinois, will provide the geotechnical investigations and associated reports (see Exhibit C).

EJM Engineering, Inc. of Chicago, Illinois will provide the lighting design, plans, specifications, and estimates (see Exhibit D).

Gewalt Hamilton Associates, Inc. of Vernon Hills, Illinois will provide the traffic counts through Miovision DataLink (see Exhibit E).

## **6.0 Client Responsibilities**

The following CLIENT responsibilities are assumed as part of this AGREEMENT:

- A. CLIENT will provide COMPANY with land use and access assumptions for the undeveloped parcel in the southeast quadrant of the Commons Drive/75<sup>th</sup> Street intersection, which will be utilized in the development of the TIS.
- B. CLIENT will provide COMPANY with any available plans and/or IEPA permit submittal information regarding the existing water mains impacted by the Commons Drive Extension. It is assumed that CLIENT has ownership rights over these documents and is permitted to reuse/share for the benefit of this project; and
- C. The existing population served, capacity and pressures of the water system that will be required for the IEPA public water supply application.

## **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 right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, 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, alkalies, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the



Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.24 Limitation of Liability

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

#### 8.25 Design Without Construction Observation

To the extent COMPANY provides design services without construction observation services under this agreement, it is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed 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.

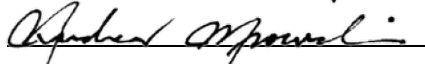


This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations 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.

  
\_\_\_\_\_  
Stephen R. Bicking, PE, Project Manager

Approved by:   
Printed/Typed Name: Andrew Mrowicki

Title: Vice President Date: 10/15/2020

CITY OF AURORA

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

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

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



Exhibit B  
**DIRECT COST WORKSHEET**  
 Commons Drive Extension  
 Phase II  
 City of Aurora  
 HR Green Project Number: 201149

**DATE:** 10/05/20

**2.1 - Data Collection and Review**

Geotechnical (CTL) \$ 38,250.00

**2.1 - Total: \$38,250.00**

**2.2 - Survey Services**

Mileage Rate: \$0.850

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	30	10

Subtotal: \$255.00

Research County Documents	\$	100.00
25 - 24" x 5/8" Rebar	\$	50.00
25 - Lath	\$	25.00

**2.2 - Total: \$430.00**

**2.3 - Traffic Impact Study**

Traffic Counts (GHA) \$ 4,212.00

**2.3 - Total: \$4,212.00**

**2.6 - Permitting and Environmental Coordination**

EcoCAT Review Fee	\$	125.00
Database Review for PESA	\$	750.00
Submittal for Soil Sample pH Analysis (\$18 each - 6 samples)	\$	108.00

Mileage Rate: \$0.575

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	30	3

Subtotal: \$51.75

**2.6 - Total: \$1,034.75**

**2.8-2.9 - Plans, Specifications and Estimates**

Lighting (EJM) \$ 49,628.63

Subtotal: \$49,628.63

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

**Exhibit B**  
**DIRECT COST WORKSHEET**  
**Commons Drive Extension**  
**Phase II**  
**City of Aurora**  
**HR Green Project Number: 201149**

**DATE: 10/05/20**

Full Size Mylar Sheet Cost, ea.: \$7.50

Total Number of Sheets (Preliminary Submittal) = **143**  
 Total Number of Sheets (Pre-Final Submittal) = **143**  
 Total Number of Sheets (Final Submittal) = **143**

Preliminary Submittal

	City/ATCA	IDOT	DuDOT	Utilities	Total
Reduced Plan Sets	4	0	0	10	14
Full-Size Plan Sets	0	0	0	0	0

Subtotal: \$1,171.17

Pre-Final Submittal

	City/ATCA	IDOT	DuDOT	Utilities	Total
Reduced Plan Sets	4	8	2	10	24
Full-Size Plan Sets	0	0	0	0	0

Subtotal: \$2,007.72

Final Submittal

	City/ATCA	IDOT	DuDOT	Utilities	Total
Reduced Plan Sets	4	4	2	10	20
Full-Size Plan Sets	0	0	0	0	0

Subtotal: \$1,673.10

Specs/Proposal: \$240.00 (\$10.00 per specifications/proposal booklet X 24 sets)

**2.8-2.9 - Total: \$54,720.62**

**2.10 - Meetings and Coordination**

Mileage Rate: \$0.575

Destination	Mileage Round-Trip	Number of Trips	
HRG (Aurora) to City	12	8	Includes 4 City and 4 developer coordination meetings.
HRG (Aurora) to IDOT D1	80	1	
HRG (Aurora) to DuPage County	40	1	
HRG (Aurora) to Project Site	30	4	

**2.10 - Total: \$193.20**

**2.12 - Phase III Support**

Mileage Rate: \$0.575

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to City	12	1
HRG (Aurora) to Project Site	30	4

**2.12 - Total: \$75.90**



Exhibit B  
**DIRECT COST WORKSHEET**  
Commons Drive Extension  
Phase II  
City of Aurora  
HR Green Project Number: 201149

DATE: 10/05/20

**2.13 - Administration**

Postage and Shipping Allowance: \$500.00

**2.13 - Total: \$500.00**

<b>GRAND TOTAL:</b>	<b>\$99,416.47</b>
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## Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.2851 f 630.393.2857  
w chicagotestinglab.com e info@chicagotestinglab.com

Testing • Inspection • Training • Consulting • Research • Geotechnical

## Exhibit C

October 2, 2020

Mr. Anthony P. Simmons, P.E.  
Regional Director - Transportation  
HR Green  
2363 Sequoia Drive, Suite 101  
Aurora, IL 60506

Re: Geotechnical Engineering Services  
Commons Drive Extension at US-34 and 75<sup>th</sup> Street  
Aurora, IL

CTL Proposal No. CTL20183A

Dear Mr. Simmons,

**Chicago Testing Laboratory, Inc. (CTL)** is pleased to present this cost estimate for completing a geotechnical subsurface investigation for the Commons Drive Extension from US-34 to 75<sup>th</sup> Street in Aurora, IL. Based on preliminary information provided by HR Green, the proposed will include connecting Commons Drive to the existing roadways to the north and south. This will also include partial widenings at US-34 and 75<sup>th</sup> Street to include turn lanes to the Commons Drive extension. A 500-foot retaining wall will also be constructed in the basin location with an estimated height of 10 feet.

### Scope of Work

Chicago Testing Laboratory will provide the following Professional Services:

1. Coordinate site access with IDOT and DuPage County, including any necessary site access permits. Site access to the private properties will be provided by HR Green.
2. Lay out pavement core and boring locations and coordinate utility clearance with the State of Illinois One call system (aka JULIE).
3. Coordinate the drilling program using a subcontractor drilling firm. Coordinate traffic control with a subcontractor.
4. Perform a total of four (4) pavement cores within the existing roadways of US-34, 75<sup>th</sup> Street and Commons Drive. The pavement at each location will be cored using a conventional coring machine equipped with a 4-inch diameter diamond cutting barrel. The cored sections will be labelled and returned to CTL for measurement and documentation of pavement type, condition, and thickness. After removal of the cored sections, the pavement cores will be surfaced patch with non-shrink grout.
5. Perform a total of twenty five (25) soil borings, ten (10) subgrade borings along the Commons Drive extension and the new turn lanes at US-34 and 75<sup>th</sup> Street to a depth of 10 feet each below ground surface (bgs), eight (8) traffic signal borings at the Commons Drive extension.

Drive intersections at US-34 and 75<sup>th</sup> Street to a depth of 25 feet each bgs, and seven (7) retaining wall borings near the basin to a depth of 30 feet each bgs (if needed) for a total linear footage of 510 feet. Soil sampling will be completed at 2.5-foot intervals to the boring termination depths in accordance with the most recent addition of the IDOT, AASHTO and ASTM standards including D1586, D1587 and D2113. After completion, the borings will be backfilled with soil cuttings and surface patched with non-shrink grout, where applicable.

6. Prepare field logs with the results of field testing and visual descriptions of the pavement and soils encountered and retain representative soil samples of the subsurface materials from each boring for geotechnical analysis. CTL will perform pocket penetrometer and IDOT Rimac testing to determine the compressive strength of all cohesive soils. Soil samples will be placed in airtight jars and delivered to CTL’s laboratory for additional testing.
7. Perform a laboratory investigation to determine the physical characteristics of the soils encountered. Scope of laboratory testing is dependent on the soils encountered during the investigation. Laboratory testing will include, but not limited to, moisture contents, Atterberg limits, gradations, organic contents and dry unit weights.
8. Prepare a roadway geotechnical report based on the results of the field investigation and the laboratory testing and will perform engineering analysis for the proposed improvements. The report will include a synopsis of the conditions encountered, geotechnical design parameters, recommendations for the proposed roadway extension and intersections, recommendations for the traffic signals and retaining wall, and other geotechnical and construction recommendations pertinent to the project.

### **Schedule**

We are prepared to start planning, staffing and mobilization immediately upon receipt of a “Notice to Proceed” (NTP). The field-testing will be completed within 3 weeks of receiving the NTP. The investigation is estimated to take 5 days to complete. The final geotechnical report will be delivered within 4 to 6 weeks following completion of the field investigation. Please advise us if a different deadline is to be met.

### **Fee Determination**

It is proposed that our fee be determined based on a lump sum given below:

Geotechnical Engineering Services	\$24,095
Retaining Wall (if needed)	\$14,155



## Closure

We appreciate the opportunity to work with you as your Geotechnical Engineering consultant. Please contact me if you require additional information. If this proposal is satisfactory, would you please execute the agreement and return one copy, for our files. By endorsing the proposal, it is agreed that *CTL* will be paid for services rendered.

Respectively Submitted,  
**CHICAGO TESTING LABORATORY**

A handwritten signature in black ink, appearing to read 'Jeffrey A. Rothamer'.

Jeffrey A. Rothamer, P.E.  
Project Manager

A handwritten signature in black ink, appearing to read 'Riyad Wahab'.

Riyad Wahab, PhD, P.E.  
Senior Geotechnical Engineer



**PROPOSAL ACCEPTANCE**

CTL Proposal No. CTL20183A

Reference: Geotechnical Engineering Services  
Commons Drive Extension at US-34 and 75<sup>th</sup> Street  
Aurora, IL

Please sign and return this acceptance form as your agreement to proceed with the scope of work as indicated within the referenced proposal. By signing this form, you agree to remit payment to CTL at the estimated cost listed in the referenced proposal and agree to the general conditions included herein.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

The following hereby authorize this agreement between the listed party and Chicago Testing Laboratory, Inc. for the services as defined in the proposal referenced above:

Company Authorized Representative:

CTL Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

September 25, 2020

HR Green, Inc.  
2363 Sequoia Drive, Suite 101  
Aurora, Illinois 60506

**RE: City of Aurora – Commons Drive Extension-Ogden Avenue to 75<sup>th</sup> Street  
RFQ 20-43  
Phase II Engineering Scope of Services**

The proposed project consists of extending Commons Drive from Ogden Avenue (US Route 34) to 75<sup>th</sup> Street (DuPage County Highway 33) and improving the intersections at both ends of the project. The project is located in Township 38 North, Range 9East and Section 28.

The following detailed Scope of Services includes the preparation of Plans, Specifications, and Cost Estimates (PS&E) per IDOT standards for the roadway lighting installation within the limits of this project.

#### **Detailed Scope of Services – TranSmart/EJM**

TranSmart/EJM will be responsible for preparing a detailed PS&E's that adhere to City of Aurora and IDOT standards for the Commons Drive extension described above. The scope of TranSmart/EJM work under this project also includes the preparation of PS&E documents for intersection and transitional lighting at the proposed signalized intersections of Commons Drive at Ogden Avenue, and Commons Drive at 75<sup>th</sup> Street.

#### **1. Kick-off Meeting and Field Investigation [14 Hours]**

- a. TranSmart/EJM will attend a kick-off meeting with the City, IDOT, and other stakeholders as appropriate to review the approved PDR and discuss project scope and schedule along with goals, expectations, etc.
- b. TranSmart/EJM will conduct a field investigation of the subject intersection and surrounding area.

#### **2. Preliminary, Pre-Final, and Final PS&E Submittals [266 Hours]**

- a. Proposed Roadway, Intersection, and Transition Lighting-  
TranSmart/EJM will be responsible for the design of roadway lighting along the proposed Commons Drive extension, and intersection and transition lighting at the intersections of Commons Drive at Ogden Avenue, and Commons Drive at 75<sup>th</sup> Street. TranSmart/EJM will submit corresponding documents noted below for the preliminary, prefinal, and final submittal packages based upon a mutually agreed upon schedule. In addition, TranSmart/EJM will also provide a disposition of comments to City/IDOT submittal package reviews as well.
  - Electrical Symbol Legend and General Notes
  - Lighting Removal Plan
  - Temporary Lighting Plan

- Lighting Single Line Diagram
  - Preparation of proposed roadway, intersection, and transitional lighting plans
  - Lighting Details
- b. Voltage Drop and Photometric Calculations  
TranSmart/EJM will prepare and submit voltage drop and roadway lighting calculations. The lighting calculations will also include intersection and transitional lighting calculations.
- c. Quantities and Special Provisions  
TranSmart/EJM will prepare and submit Special Provisions and Cost Estimate for the intersection and transitional lighting work.
- 3. Construction Support [20 Hours]**
- a. TranSmart/EJM will supply limited support to answer any related Contractor questions and process any corresponding addendums as part of IDOT bid advertisement process.
  - b. TranSmart/EJM will provide limited support to provide related material submittal or shop drawing review and respond to any Contractor Request for Information (RFI) associated with the lighting during Phase III construction.
- 4. Project Management, Coordination, and Administration [24 Hours]**
- a. TranSmart/EJM will conduct a site meet, if necessary, and coordinate with ComEd for intersection and transition lighting electrical service utility connection(s).
  - b. TranSmart/EJM will attend up to four (4) project progress status meetings with the City and other stakeholders as needed, but this does not include provisions to attend nor present at any public type meetings and/or hearings.
  - c. TranSmart/EJM will provide monthly invoices with progress reports and any required documentation for reimbursement by the City.
  - d. TranSmart/EJM will provide general project administration and contract management activities including limited miscellaneous support as requested.
- 5. QA/QC [22 Hours]**
- a. TranSmart/EJM will conduct QA/QC activities for the Pre-Final, Initial, and Final PS&E submittals in compliance with the HR Green Project QA/QC Plan.

### Assumptions/Exclusions

- PS&E package is to be prepared using English units.
- Plan scale will be 1" = 50' for roadway lighting plan sheets, and remainder of roadway lighting schematic and detail sheets will be not-to-scale.
- "As-built" record drawings to reflect accurate and existing field conditions will be provided by the City of Aurora.
- Electronic CADD base mapping files using MicroStation format to depict topographic survey, Right-of-Way, roadway alignments, proposed geometric layout, utilities, and all other supplemental plan information that is required for the development of proposed roadway lighting design plan sheets will be provided to TranSmart/EJM by HR Green or others as appropriate.

- Surveying, environmental, geotechnical or soils testing, land acquisition, and/or regulatory permitting type services are not included.





September 25, 2020

Matthew Feller, P.E. PTOE  
Project Engineer II  
HR Green, Inc.  
420 N. Front Street  
McHenry, IL 60050  
via e-mail: mfeller@hrgreen.com

625 Forest Edge Drive, Vernon Hills, IL 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

Re: Agreement for Professional Services  
Traffic Data Collection – Turning Movement Count  
Aurora, Illinois - Commons Drive Extension  
GHA Proposal No. 2020.D216

Dear Mr. Feller:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for traffic data collection services for the above referenced project.

Our proposal is based on GHA's understanding of the project based on the recent Miovision DataLink requested by you.

If our proposal is acceptable, please sign and return one complete copy to our office. Should you have any questions or if we can be of additional assistance, please feel free to contact me at (847) 821-6200.

Sincerely,  
Gewalt Hamilton Associates, Inc.



William J. Klewin  
Director of Data Collection Division  
[bklewin@gha-engineers.com](mailto:bklewin@gha-engineers.com)

Encl.: GHA Proposal No. 2020.D216

Agreement for Professional Services  
Traffic Data Collection – Turning Movement Counts  
Aurora, Illinois - Commons Drive Extension  
GHA Proposal No. 2020.D216

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

HR Green is requesting three (3) Turning Movement Counts (TMC's) in Aurora, Illinois for 24 hours per location for one (1) Typical Weekday. Vehicle classifications consist of a premium class of cars, light goods, motorcycles, buses, single-unit trucks and articulated trucks, with bicycles on the roads. Bicycles and pedestrians on the crosswalks are not included.

In addition, the Client is also requesting 3-hour Midday peaks for a Saturday either prior or after the Weekday counts.

## II. Traffic Data Collection Services

GHA proposes to provide the counts at the following locations based on the Miovision DataLink request from HR Green dated September 16, 2020. Please refer to the attached Exhibit A – Location Map:

### A. TMC

1. 75th Street at Commons Drive
2. US 34 (Ogden Avenue) at 75th Street
3. US 34 (Ogden Avenue) at Commons Drive

### *Collection Details*

- Weekday
  - 12AM-12AM
  - 24 hours
- Saturday
  - 11AM-2PM
  - 3 hours
- Cars & Light Goods / Motorcycles / Buses / Single-Unit Trucks / Articulated Trucks
- Bikes on the Roads

### *Deliverables*

- Studies will be shared to HR Green's via Miovision DataLink

## III. Project Schedule

GHA will schedule the work within two weeks of written authorization to proceed, weather permitting.

Data collection will be processed for 72-hour turn-around through Miovision and will be provided to the Client, via DataLink, as soon as it is available to GHA.

#### IV. Key Personnel

Mr. William J. Klewin will function as the Project Manager. He will be assisted by additional professional and technical staff with years of experience.

#### V. Compensation for Services

GHA proposes to complete the above work for a lump sum fee as outlined below.

<u>Services w/ Premium Class</u>	<u>Fee</u>
TMC: 3 locations x 24 hours (\$63/hr)	\$4,536.00
<i>24-Hour 25% Off Incentive</i>	<i>-\$1,134.00</i>
TMC: Total	\$3,402.00
Premium Class: 3 locations x 24 hours (\$3/hr)	\$216.00
SAT: 3 locations x 3 hours (\$63/hr)	\$567.00
Premium: 3 locations x 3 hours (\$3/hr)	\$27.00
<b>Total Lump Sum Fee</b>	<b>\$4,212.00</b>

The proposed fee includes all necessary equipment and deployment. Reimbursable expenses, including items such as photos, postage, messenger services, printing, mileage, etc., are included in the fee indicated above. An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

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

Any required permits, if needed, from applicable regulatory agencies are to be obtained by the Client prior to the study date.

#### VI. 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 attached *GHA Hourly Rates*.

**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**

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

Gewalt Hamilton Associates, Inc.

HR Green, Inc.

*William J. Klewin*

\_\_\_\_\_  
William J. Klewin  
Director of Data Collection Division

\_\_\_\_\_  
Matthew Feller, P.E. PTOE  
Project Engineer II

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

Encl.: Exhibit A – Location Map  
GHA Hourly Rates  
Attachment A

# Exhibit A



### Hourly Billing Rates Gewalt Hamilton Associates, Inc.

The following rates will remain in effect until December 31, 2020, at which time they are subject to an annual increase.

Category	Rates
Principal	\$216.00
Civil Engineer VI	\$185.00
Civil Engineer V	\$182.00
Civil Engineer IV	\$180.00
Civil Engineer III	\$160.00
Civil Engineer II	\$150.00
Civil Engineer I	\$130.00
Land Surveyor IV	\$152.00
Land Surveyor III	\$132.00
Land Surveyor II	\$128.00
Land Surveyor I	\$120.00
Engineering Technician V	\$178.00
Engineering Technician IV	\$136.00
Engineering Technician III	\$124.00
Engineering Technician II	\$110.00
Engineering Technician I	\$82.00
GIS Professional III	\$160.00
GIS Professional II	\$140.00
GIS Professional I	\$130.00
Environmental Consultant II	\$135.00
Environmental Consultant I	\$125.00
Administrative I	\$66.00

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

**EXHIBIT F**

**PROJECT SCHEDULE (October 12, 2020)**

PROJECT: Commons Drive Extension  
 CLIENT: City of Aurora  
 HR GREEN JOB NO.: 201149

Tasks	2020			2021												2022											
	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Project Start-Up		█	█																								
Topographic Survey		█	█																								
Data Collection		█	█																								
Traffic Impact Study (TIS)			█	█	█																						
Preparation of Intersection Design Studies (IDS's)			█	█	█																						
Preliminary Roadway and Drainage Design Coordination with ATCA			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Drainage and Environmental Studies *			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Submit TIS, IDS's and Preliminary Geometry to City for Review					1-Feb																						
City Review of TIS, IDS's and Preliminary Geometry (4 Weeks)					█																						
Revisions to TIS and IDS's						█																					
Submit TIS and IDS's to IDOT and DuDOT for Review (See Note)							1-Apr																				
IDOT and DuDOT Review of Traffic Impact Study and IDS's (24 Weeks)							█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Drainage Tech Memo and Wetland Delineation Report to City for Review																											
City Review of Draft Drainage Tech Memo and Wetland Delineation Report (4 Weeks)																											
Preparation of Preliminary (60%) Plans and Revisions to Drainage Tech Memo																											
Revisions to TIS and IDS's from IDOT and DuDOT Comments																											
Submit Preliminary (60%) Plans and Final Drainage Tech Memo to City for Review																											
City Review of Preliminary (60%) Plans (4 Weeks)																											
Preparation of Pre-Final (90%) Plans, Specifications & Estimates																											
Submit Final TIS/IDS's and Pre-Final (90%) Plans, Specifications & Estimates to City, IDOT and DuDOT																											
City, IDOT and DuDOT Review of Final TIS/IDS's and Pre-Final (90%) Plans, Specifications & Estimates (16 Weeks)																											
Revisions to Plans, Specifications & Estimates																											
Submit Final (100%) Plans, Specifications & Estimates to City, IDOT and County for Review and Approval																											
City, IDOT and DuDOT Review and Approval of Final (100%) Plans, Specifications and Estimates (16 Weeks)																											

\* Wetland delineations must occur between April 15th and October 15th.

Note:  
 The City of Aurora intends to pause the project upon submittal of the draft TIS and IDS's to IDOT and DuDOT (April 1, 2021). The project will not resume until ATCA has demonstrated adequate progress on Phase 1 of the development to the City. Subsequent to the draft TIS and IDS submittal, HR Green will not proceed with the development of the Preliminary (60%) Plans or any other tasks until directed otherwise by City.