

Local Public Agency City of Aurora	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant HR Green, Inc.
County Kane		Address 2363 Sequoia Dr., Suite 101
Section 19-00329-00-CH		City Aurora
Project No. ZHIL(299)		State IL
Job No. D-91-386-20		Zip Code 60506
Contact Name/Phone/E-mail Address Robert Greene, PE 630.256.3200 rqgreen@aurora-il.org		Contact Name/Phone/E-mail Address Anthony Simmons, PE 630.708.5029 tsimmons@hrgreen.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	Montgomery Road	Route	FAU 3579	Length	6,000 ft	Structure No.	N/A
Termini	at Hill Avenue (FAP 360)						

Description Improve intersection at Montgomery Road and Hill Avenue by modernizing traffic signals, reconstructing and widening the roadway to include additional channelization, bike path, sidewalk, ADA ramps, detectable warning signs along with enhanced crosswalks.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
3. To complete the services herein described within 720 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

Make such detailed surveys as are necessary for the planning and design of the PROJECT.

Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.

Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.

Design and/or approve cofferdams and superstructure shop drawings.

Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).

Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.

Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.

Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.

Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.

Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Executed by the LPA:

City of Aurora, Illinois

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

(SEAL)

Executed by the ENGINEER:

HR Green, Inc.
By: John J. Murphy
Title: Vice President

Exhibit A - Preliminary Engineering

Route: FAU 3579 / FAP 360
 Local Agency: City of Aurora
 (Municipality/Township/County)
 Section: 19-00329-00-CH
 Project: ZHIL(299)
 Job No.: D-91-386-20

*Firm's **approved rates** on file with IDOT'S
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 167.79 %
 Complexity Factor (R) 0.00
 Calendar Days 720

Method of Compensation:

Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
2.1 - Data Collection	See Exhibit D	160.00	\$43.08	\$6,892.80	\$11,565.42	\$23,818.84	\$0.00	\$2,676.44	\$44,953.50
2.2 - Survey Services	See Exhibit D	108.00	\$41.87	\$4,521.96	\$7,587.39	\$0.00	\$282.20	\$1,796.77	\$14,188.32
2.3 - Phase I	See Exhibit D	100.00	\$40.78	\$4,078.00	\$6,842.47	\$0.00	\$0.00	\$1,583.46	\$12,503.93
2.4 - Drainage Analysis	See Exhibit D	214.00	\$40.87	\$8,746.18	\$14,675.21	\$0.00	\$0.00	\$3,396.10	\$26,817.49
2.5 - Permitting and	See Exhibit D	184.00	\$51.32	\$9,442.88	\$15,844.20	\$0.00	\$614.40	\$3,755.71	\$29,657.19
2.6 - Contract Plans	See Exhibit D	1978.00	\$36.59	\$72,375.02	\$121,438.04	\$48,701.16	\$5,134.53	\$28,847.40	\$276,496.1
2.7 - Specifications and	See Exhibit D	160.00	\$44.77	\$7,163.20	\$12,019.13	\$0.00	\$0.00	\$2,781.43	\$21,963.76
2.8 - Meetings and	See Exhibit D	176.00	\$51.01	\$8,977.76	\$15,063.78	\$0.00	\$193.20	\$3,514.03	\$27,748.77
2.9 - Quality Assurance	See Exhibit D	144.00	\$67.10	\$9,662.40	\$16,212.54	\$0.00	\$0.00	\$3,751.86	\$29,626.80
2.10 - Phase III Support	See Exhibit D	64.00	\$50.52	\$3,233.28	\$5,425.12	\$0.00	\$0.00	\$1,255.46	\$9,913.86
2.11 - Administration	See Exhibit D	72.00	\$49.51	\$3,564.72	\$5,981.24	\$0.00	\$500.00	\$1,456.66	\$11,502.62
Totals		3,360.00		\$138,658.20	\$232,654.54	\$72,520.00	\$6,724.33	\$54,815.32	\$505,372.3



Exhibit B

Illinois Department of Transportation

Engineering Payment Report (Submit with Final Invoice)

Prime Consultant

Name	HR Green, Inc.
Address	2363 Sequoia Dr., Suite 101
Telephone	630.553.7560
TIN Number	42-0927178

Project Information

Local Agency	City of Aurora
Section Number	19-00329-00-CH
Project Number	ZHIL(299)
Job Number	D-91-386-20

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
TranSmart/EJM	36-3476005	
Chicago Testing Laboratory, Inc.	36-4199051	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

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

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Aurora
 Section Number 19-00329-00-CH
 Project Number ZHIL(299)
 Job Number D-91-386-20

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$40,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$40,000.

Form Not Applicable (engineering services less than \$40,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																						
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>11/27/2019</u> Method(s) used for advertisement and dates of advertisement: _____ <u>City of Aurora Website (Bids & Solicitations) – Advertised 11/4/2019</u>																						
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Criteria for this project</td> <td style="width: 25%;">Weighting</td> <td style="width: 25%;">Criteria for this project</td> <td style="width: 25%;">Weighting</td> </tr> <tr> <td><u>Technical Approach</u></td> <td><u>30 %</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Firm Experience</u></td> <td><u>30 %</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Staff Capabilities</u></td> <td><u>20 %</u></td> <td>_____</td> <td>_____</td> </tr> <tr> <td><u>Schedule</u></td> <td><u>20 %</u></td> <td>_____</td> <td>_____</td> </tr> </table>			Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Technical Approach</u>	<u>30 %</u>	_____	_____	<u>Firm Experience</u>	<u>30 %</u>	_____	_____	<u>Staff Capabilities</u>	<u>20 %</u>	_____	_____	<u>Schedule</u>	<u>20 %</u>	_____	_____
Criteria for this project	Weighting	Criteria for this project	Weighting																				
<u>Technical Approach</u>	<u>30 %</u>	_____	_____																				
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<u>Staff Capabilities</u>	<u>20 %</u>	_____	_____																				
<u>Schedule</u>	<u>20 %</u>	_____	_____																				
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>City Traffic Engineer, Road and Bridge Coordinator, and Transportation Engineer.</u> Top three consultants selected for this project in order: 1) <u>HR Green, Inc.</u> 2) <u>Crawford, Murphy & Tilly</u> 3) <u>Baxter & Woodman</u> If less than 3 responses were received, IDOT's approval date: _____																						
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																						
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						

Exhibit D
AVERAGE HOURLY PROJECT RATES

DF-824-039
REV 12/04

FIRM HR Green, Inc.
PSB N/A
PRIME/SUPPLEMENT Prime

DATE 02/28/20

SHEET 1 **OF** 2

PAYROLL	AVG HOURLY RATES	TOTAL PROJECT RATES			2.1 - Data Collection and Re			2.2 - Survey Services			2.3 - Phase I Addendum			2.4 - Drainage Analysis and D			2.5 - Permitting and Enviro			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
		0																		
Regional Director	70.00	204	6.07%	4.25	16	10.00%	7.00				4	4.00%	2.80							
Sr. Project Manager	70.00	56	1.67%	1.17													56	30.43%	21.30	
Sr. Engineer	70.00	106	3.15%	2.21	8	5.00%	3.50								36	16.82%	11.78	10	5.43%	3.80
Lead Environmental	50.76	64	1.90%	0.97													64	34.78%	17.66	
Lead Engineer	55.94	12	0.36%	0.20											12	5.61%	3.14			
PE I	36.56	764	22.74%	8.31	32	20.00%	7.31				60	60.00%	21.94	24	11.21%	4.10				
PE II	44.58	836	24.88%	11.09	72	45.00%	20.06				36	36.00%	16.05				8	4.35%	1.94	
SE II	32.32	152	4.52%	1.46	8	5.00%	1.62								130	60.75%	19.63	14	7.61%	2.46
PLS I	43.24	66	1.96%	0.85				66	61.11%	26.42										
Operations Director	70.00	4	0.12%	0.08				4	3.70%	2.59										
Construction Tech II	36.53	38	1.13%	0.41				38	35.19%	12.85										
Construction PM	61.31	68	2.02%	1.24																
Design Tech I	23.92	568	16.90%	4.04	24	15.00%	3.59										32	17.39%	4.16	
Practice Advisor	39.68	390	11.61%	4.61											12	5.61%	2.23			
Administrative Manager	38.88	32	0.95%	0.37																
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TOTALS		3360	100%	\$41.26	160	100.00%	\$43.08	108	100%	\$41.87	100	100%	\$40.78	214	100%	\$40.87	184	100%	\$51.32	

Exhibit D

AVERAGE HOURLY PROJECT RATES

FIRM HR Green, Inc.
PSB N/A
PRIME/SUPPLEMENT Prime

DATE 02/28/20

SHEET 2 OF 2



EXHIBIT E

PROFESSIONAL SERVICES AGREEMENT

For

Montgomery Road and Hill Avenue Intersection Improvements Phase II – Contract Plans, Specifications and Estimates

Mr. Robert Greene, P.E.
City Traffic Engineer
City of Aurora
77 South Broadway Avenue
Aurora, Illinois 60507-2067
Phone: 630.256.3200

Mr. Anthony P. Simmons, P.E.
Regional Director – Transportation
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
HR Green Project Number: 191392

February 28, 2020

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- 5.0 SERVICES BY OTHERS
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- 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

The purpose of the Montgomery Road and Hill Avenue intersection improvements is to enhance the operational efficiency of the intersection for existing and projected traffic volumes, as well as to improve safety for motorists, bicyclists and pedestrians. The project consists of improving the intersection by widening and reconstructing both roadways for the addition of one (1) through lane in each direction on Hill Avenue, and the addition of exclusive right-turn lanes on Montgomery Road. In addition, the left-turn bays will be extended to provide additional storage.

The Project Development Report (PDR) has been completed as part of the overall Phase I study for Montgomery Road, from Briarcliff Road to Hill Avenue. The Kane County Division of Transportation (KDOT), who has jurisdiction of Montgomery Road west of Hill Avenue, was the lead agency for the Phase I study and received Design Approval (DA) on August 24, 2017. CLIENT has jurisdiction of the north leg of Hill Avenue and the east leg of Montgomery Road and will be the lead agency for the Phase II engineering and construction of the intersection. The Illinois Department of Transportation (IDOT) has jurisdiction of the south leg of Hill Avenue. It is anticipated that the project limits will be as shown in the PDR for both legs of Hill Avenue. However, the project limits on the east leg of Montgomery Road will be extended by approximately 1,200 feet to connect to the improved 3-lane section of Montgomery Road that begins approximately 400 feet east of Farnsworth Avenue (north leg). The project limits on the west leg of Montgomery Road will need to be determined with input from the City and KDOT, but are assumed to be approximately 600 feet west of Hill Avenue, which will provide for the proposed left-turn lane storage/taper and a policy approach taper.

In general, this AGREEMENT governs the Phase II engineering services required for the construction of the intersection of Montgomery Road at Hill Avenue. These services include, but are not limited to, the preparation of contract plans, specifications and estimates. For the purposes of this AGREEMENT, it is assumed that construction of the proposed improvements will occur via one (1), complete construction contract.

Federal funding will be utilized for a portion of the construction costs. As such, the requirements of the IDOT Bureau of Local Roads (BLR) and Bureau of Design and Environment (BDE) Manuals will be followed as applicable (see Section 1.2 below) during the development of the contract plans, specifications and estimates.

For the purposes of this AGREEMENT, it is assumed that the Phase II engineering services will conclude within 18 months of COMPANY receiving notice to proceed from CLIENT.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BDE Manual (south leg of Hill Avenue);

- B. IDOT BLR Manual (north leg of Hill Avenue, Montgomery Road and Farnsworth Avenue);
- C. IDOT Drainage Manual;
- D. Kane County Storm Water Management Ordinance; and
- E. City of Aurora Ordinances (as applicable).

2.0 Scope of Services

COMPANY is the prime consultant providing the Phase II engineering services to CLIENT for the construction of the Montgomery Road and Hill Avenue intersection 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, Chicago Testing Laboratory and EJM Engineering. 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, the PDR, Location Drainage Study (LDS), Phase I project coordination and commitments, permitting and environmental documentation, survey data, electronic design files, and utility information, as well as any existing and/or proposed plans concerning the various roadways throughout the project corridor.
- B. COMPANY will coordinate with KDOT and the Phase I consultant, HDR, to obtain all the necessary project information and to clarify questions regarding the Phase I design and documentation.
- C. COMPANY will 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.
- D. 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 19 10-foot roadway borings;
 2. Up to four (4) 25-foot borings for traffic signal foundations;
 3. Up to six (6) existing pavement cores; and
 4. 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. Verification of Phase I Survey Data

COMPANY will review the Phase I survey data, including the topography, TIN and right-of-way (ROW) information, to verify its accuracy and to identify anything that is missing or incomplete. As part of this task, COMPANY will survey approximate 200-foot cross-sections at key points along the project corridor in order to verify vertical accuracy of the Phase I data.

B. Supplemental Topographic Survey

COMPANY will complete a topographic survey of areas within the limits of the proposed ROW and/or easements, which either were not included in, or have changed, since the original topographic survey was completed during Phase I. COMPANY will complete the supplemental topographic survey at 50-foot cross-section intervals for approximately 4,600 feet of roadway, including 3,400 feet along Hill Avenue and 1,200 feet along Montgomery Road (east of the Phase I survey limits), within the proposed ROW and extending to 10 feet outside the proposed ROW limits. The supplemental topographic survey will include existing visible features and improvements lying within the limits as described above. 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, including one (1) structure upstream and downstream of the survey limits. COMPANY will also locate existing trees greater than six (6) inches in diameter in these areas. Tree size and type (coniferous or deciduous) will be referenced within the topographic base map. The 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.

COMPANY will revise the topographic survey base drawing completed during the Phase I portion of this project to reflect the information obtained as part of the supplemental topographic survey detailed above. The Phase I base drawing is in MicroStation SS2 format with data processed in Geopak. A topographic survey plat is not included in this AGREEMENT.

2.3 Phase I Addendum

Due to the amount of existing traffic on both legs of Farnsworth Avenue and the segment of Montgomery Road in between, it is assumed that IDOT will require a formal Phase I addendum. The Phase I addendum is expected to consist of traffic/accident analyses and a technical memorandum. It is assumed that resubmittal of the PDR and/or the LDS will not be necessary and is not included in this AGREEMENT.

A. Traffic and Accident Analyses

1. CLIENT will obtain 24-hour traffic counts for the two (2) Montgomery Road/Farnsworth Avenue intersections. The traffic counts will include all turning movements and classifications of autos, single-unit trucks and multi-unit vehicles. The traffic counts will also produce current Average Daily Traffic (ADT) volumes, which COMPANY will utilize to solicit 2040 traffic forecast data from the Chicago Metropolitan Agency for Planning (CMAP).
2. COMPANY will utilize the CMAP forecast data and the current turning movement volumes to estimate the Design Hour Volumes (DHV's) for both intersections in the design year of 2040. As part of this item, COMPANY will develop turning movement diagrams for the AM and PM peak hours for both the existing and design year (2040) traffic, for both intersections. It is assumed that no new modeling of traffic to account for future developments will be required.
3. Utilizing the compiled traffic data, COMPANY will perform auxiliary turn lane and traffic signal warrant analyses for both intersections. It is assumed that traffic

signals will not be warranted. As such, preparation of Intersection Design Studies will not be required and are not included in this AGREEMENT.

4. COMPANY will perform existing and design year (2040) capacity analyses for both intersections for both the AM and PM peak hours, using the latest version of the Highway Capacity Software (HCS).
5. COMPANY will request from CLIENT, all available accident data from the most recent three (3) year period for Montgomery Road from 500 feet west of Farnsworth Avenue (south leg) to 500 feet east of Farnsworth Avenue (north leg), and for both legs of Farnsworth Avenue within 500 feet of Montgomery Road. COMPANY will analyze the accident data obtained and prepare a summary of accidents for the data provided, including corrective measures and recommendations to address safety related conditions.

B. Technical Memorandum

COMPANY will prepare a technical memorandum to formally document the Phase I addendum, which will be submitted to CLIENT and IDOT for review and approval. The technical memorandum will include a narrative summarizing the purpose and need, as well as a discussion of the results of the traffic and accident analyses. COMPANY will also prepare an existing/proposed typical section exhibit and a preliminary estimate of cost for inclusion in the technical memorandum.

2.4 Drainage Analysis and Design

The LDS will be reviewed and the latest Bulletin #70 rainfall intensities (effective January 2020) will be used to complete an updated analysis of the proposed storm sewer and ditch system. The layout developed in Phase I will be maintained. Per the approved LDS, stormwater detention is not required and will not be calculated/provided as part of the drainage analysis and design. Compensatory storage is also not required per the approved LDS, since all of the work in the floodplain will be cut (no fill).

A. Minor Culvert Analysis

There is one (1) proposed field entrance culvert on the south leg of Hill Avenue. This culvert was not analyzed in the LDS. COMPANY will size the culvert using Rational Method hydrology and HY-8 hydraulic analysis.

B. Ditch Design

COMPANY will update the ditch spreadsheet and design for the new rainfall intensities. The tributary areas and land uses established as part of the LDS will be maintained.

C. Drainage Investigation

There is an existing storm sewer crossing Montgomery Road at approximately Sta. 169+80 and its origin/destination are not identified in the survey or LDS. This existing storm sewer needs to be investigated for continued use or potential incorporation into the proposed storm sewer.

D. Storm Sewer Design and Inlet Spacing

COMPANY will update the storm sewer calculations using the updated Bulletin #70 rainfall intensities. The storm sewer design and inlet spacing will be completed using

XP-SWMM, using the tributary areas and land uses established as part of the LDS. COMPANY will also complete storm sewer and inlet spacing calculations for the additional 1,200 feet that is beyond the eastern Phase I project limits. New tributary areas and land uses for that area will be determined.

E. Water Quality Analysis and Design

Per the approved LDS, there are four (4) ditch outlets that will require water quality enhancements. Various Best Management Practices (BMPs) will be coordinated to determine the best and most cost effective option for this application. A combination of natural plantings and riprap to stabilize outlets is recommended in the LDS.

2.5 Permitting and Environmental Coordination

Additional regulatory agency coordination is anticipated to acquire the permits necessary for the project. These regulatory agencies include U.S. Army Corps of Engineers (USACE), Illinois Environmental Protection Agency (IEPA), and Illinois Department of Natural Resources (IDNR). COMPANY anticipates that the following permits and certifications will be required for the project:

- A. Section 404 Regional Permit (through Joint Application) – USACE;
- B. Section 401 Water Quality Certification (through Joint Application) – IEPA;
- C. Stormwater Management Permit; and
- D. 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. Stormwater Management Permit

COMPANY will compete the stormwater management permit application with all supporting documentation for submittal to the CLIENT. There are no impacts to the Waubonsie Creek Floodway and all work in the floodplain will be cut (no fill) per the LDS, therefore no compensatory storage or permitting through the IDNR, Office of Water Resources (OWR) is required.

B. Environmental Survey Request

It is anticipated that IDOT will request the resubmittal of the ESR form to initiate the updating of environmental clearances. Generally, this will include updating the natural resources and special waste reviews.

C. Wetlands and Joint Application

Wetlands were delineated as part of the Phase I study and cleared for Design Approval on January 20, 2017. The wetland impacts are less than 0.1 acres and therefore mitigation will not be required. As such, the following will be provided as part of the wetland permitting for the project. It is anticipated that the project will be permitted using Regional Permit (RP) #3.

1. The applicability of the current wetland reports will be reviewed and confirmed with the USACE Chicago District and IDNR. A new delineation or field verification is not anticipated at this time and not included in this AGREEMENT.

2. COMPANY will coordinate RP #3 through the Joint Application process with USACE. Impacts to jurisdictional wetlands (Waters of the United States) are anticipated to be under 0.1 acres, thereby making RP #3 applicable.

D. Trees and Vegetation

Per the commitments in the Phase I PDR, trees will need to be replaced based on IDOT Departmental Policy D&E-18. COMPANY will provide CLIENT with the tree removal quantities for subsequent coordination and mitigation. It is anticipated that CLIENT will determine the replacement locations. Recommendations pertaining to planting types and/or sizes are not included in this AGREEMENT.

E. Threatened and Endangered Species

The Biological Review was cleared on January 20, 2017. Biological clearances are valid for two (2) years. Consequently, the ESR will need to be resubmitted to IDOT for revalidation of the Natural Resource Review. It is anticipated that the review will result in the same finding (no involvement) and no additional surveys will be required.

F. Special Waste

A Preliminary Environmental Site Assessment (PESA) was conducted during Phase I, which included both the PESA completed by IDOT for areas within State ROW, and the PESA completed by CLIENT's consultant (HDR) for areas outside of the State ROW. Special waste clearance was obtained in 2014. The local PESA was completed by the CLIENT's consultant in 2016. Given that over three (3) years have elapsed, it is anticipated that a new local PESA will need to be prepared. A new State PESA will also be required since the initial construction will include State ROW. This will be initiated through resubmittal of the ESR. COMPANY will prepare the local PESA, which will include the additional limits along Montgomery Road. Based on the previously completed Phase I PESA reports, only one (1) Recognized Environmental Condition (REC) was identified adjacent to the Montgomery Road at Hill Avenue intersection project limits (Phillips Park Golf Course). However, the REC was for underground storage tanks (USTs) and aboveground storage tanks (ASTs). These would likely be associated with the maintenance buildings within the golf course property, which are located several hundred feet off the project ROW. It is anticipated that the new PESA efforts will generate the same results. As such, a Preliminary Site Investigation (PSI) is not included in this AGREEMENT.

Under the above assumptions, COMPANY will complete an IEPA Uncontaminated Soil Fill Operation (LPC 662) form, which is used for projects with no "potentially impacted properties". The LPC 662 form requires pH soil analytical results in order to demonstrate compliance with the pH CCDD limits. COMPANY will collect up to eight (8) soil samples and submit them for pH testing. Soil samples will be collected during the geological soil investigation sampling efforts. It is assumed that the soil samples will result in a pH range that is acceptable to complete the LPC 662 form.

2.6 Roadway Plans

COMPANY will develop plans for the proposed roadway improvements as defined in the approved PDR, within the limits described in the Project Understanding section above. The roadway plans will be submitted to CLIENT for review and concurrence at the 60%, 90% and 100% milestones. The roadway plans will also need to be submitted to IDOT, District

One for review and approval at the 90% and 100% milestones. The following will be provided as part of the roadway 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	9
Superelevation Transition Details	1
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
Alignments and Benchmarks	1
Removal Plans	4
Plan and Profiles	8
Suggested Maintenance of Traffic – General Notes	1
Suggested Maintenance of Traffic – Typical Sections	4
Suggested Maintenance of Traffic – Plans	20
Suggested Maintenance of Traffic – Details	4
Erosion Control Plans	4
Drainage Plan and Profiles	8
Intersection Pavement Elevation Plans	3
Pavement Marking and Signing Plans	4
Temporary and Proposed Traffic Signal Plans	23
Lighting Plans	10
Miscellaneous Details	10
Cross-Sections**	54
Total No. of Sheets (Roadway Plans)	183

* 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.

2.7 Specifications and Estimates

- A. COMPANY will perform a total of four (4) pavement designs utilizing the IDOT BDE and BLR Manuals, as applicable, for the following roadways: Montgomery Road, Hill Avenue, Farnsworth Avenue (north leg) and Farnsworth Avenue (south leg). 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 and IDOT, District One);
 - 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, in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES), established by the Illinois Environmental Protection Agency (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 and IDOT, District One 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 and IDOT, District Three for review and approval at the 90% and 100% milestones.

2.8 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. Four (4) coordination meetings at CLIENT (2 people);
- B. Two (2) coordination meetings at IDOT District One (2 people);
- C. Four (4) stakeholder/property owner coordination meetings (2 people); and
- D. Four (4) field checks (2 people).

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

One of the proposed stakeholder meetings includes a coordination meeting with the Fox Valley Park District (FVPD) to revisit the Section 4(f) coordination conducted in Phase I. A Section 4(f) report was prepared in Phase I documenting the ROW impact. It is anticipated that no additional evaluation or documentation is needed as part of the acquisition process and the coordination meeting is only to revisit the project with the FVPD.

2.9 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.

2.10 Phase III Support

- A. Two (2) people from COMPANY will attend the preconstruction meeting at IDOT, District One.
- 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.

2.11 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

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

- A. RGR;
- B. POH and Legal Descriptions;
- C. Conveyance>Title Documents and Negotiator's Log;
- D. Phase I Addendum/Technical Memorandum;
- E. Local PESA;
- F. Roadway and Traffic Signal Plans;
- G. Specifications (including SWPPP and NOI);
- H. EOPC; and
- I. EOT.

See Exhibit F 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 18 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. Phase I document updates, unless specifically included herein;
- B. LDS updates;
- C. Traffic counts;
- D. Intersection Design Studies;
- E. Field/drain tile surveys;
- F. Changes to the outlet structure at the golf course basin;
- G. Detention calculations;
- H. Compensatory storage calculations/floodplain calculations;
- I. IDNR-OWR permitting/coordination;
- J. Wetland delineations;
- K. Individual wetland permit (RP #3 assumed to be valid);
- L. PSI;
- M. Transportation Management Plan (TMP);
- N. Detailed landscaping plans;
- O. Water main design and/or 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;
- T. Plat of highways/legal descriptions;
- U. ROW acquisition services; and
- V. 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 G).

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

6.0 Client Responsibilities

CLIENT will provide any available, existing roadway plans for Montgomery Road, Hill Avenue and Farnsworth Avenue.

CLIENT will provide traffic counts for the Montgomery Road intersections with the south and north legs of Farnsworth Avenue.

CLIENT will provide the most recent three (3) years of accident data for the Montgomery Road/Farnsworth Avenue intersection.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. 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.

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 State of Illinois.

8.13 Dispute Resolution

Mediation. 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 be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

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 shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees 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, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remediying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

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. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

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

8.20 Information Provided by Others

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

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any

damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this 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 defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. 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 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 that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, 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 attorney's 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.

8.29 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 will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.37 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.



COMPANY NAME: HR Green, Inc.

PTB NUMBER:

TODAY'S DATE: **2/28/2020**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific

Exhibit F
DIRECT COST WORKSHEET
Montgomery Road and Hill Avenue Intersection Improvements
Phase II
City of Aurora
HR Green Project Number: 191392

DATE: 02/28/20

2.1 - Data Collection and Review

Geotechnical (CTL) \$ 23,818.84

2.1 - Total: \$23,818.84

2.2 - Survey Services

Mileage Rate: \$0.575

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	16	16

Subtotal: \$147.20

Research County Documents	\$ 100.00
20 - 24" x 5/8" Rebar	\$ 20.00
20 - Lath	\$ 15.00

2.2 - Total: \$282.20

2.5 - Permitting and Environmental Coordination

Database Review for PESA Update	\$ 500.00
Submittal for Soil Sample pH Analysis (\$12 each - 8 samples)	\$ 96.00

Mileage Rate: \$0.575

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	16	2

Subtotal: \$18.40

2.5 - Total: \$614.40

2.6-2.7 - Plans, Specifications and Estimates

Lighting (EJM) \$ 48,701.16

Subtotal: \$48,701.16

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

Exhibit F
DIRECT COST WORKSHEET
Montgomery Road and Hill Avenue Intersection Improvements
Phase II
City of Aurora
HR Green Project Number: 191392

DATE: **02/28/20**

Total Number of Sheets (Preliminary Submittal) = **183**
Total Number of Sheets (Pre-Final Submittal) = **183**
Total Number of Sheets (Final Submittal) = **183**

Preliminary Submittal

	City	IDOT	KDOT	Utilities	Total
Reduced Plan Sets	2	0	2	7	11
Full-Size Plan Sets	0	0	0	0	0
Subtotal:	\$1,177.61				

Pre-Final Submittal

	City	IDOT	KDOT	Utilities	Total
Reduced Plan Sets	2	8	2	7	19
Full-Size Plan Sets	0	0	0	0	0
Subtotal:	\$2,034.05				

Final Submittal

	City	IDOT	KDOT	Utilities	Total
Reduced Plan Sets	2	5	2	7	16
Full-Size Plan Sets	0	0	0	0	0
Subtotal:	\$1,712.88				

Specs/Proposal: \$210.00 (\$10.00 per specifications/proposal booklet X 21 sets)

2.6-2.7 - Total: \$53,835.69

2.8 - Meetings and Coordination

Mileage Rate: \$0.575

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to City	12	4
HRG (Aurora) to IDOT D1	80	2
HRG (Aurora) to Project Site	16	4
HRG (Aurora) to Stakeholder Sites	16	4

Assumes Project Site to be Average Mileage

2.8 - Total: \$193.20

2.11 - Administration

Postage and Shipping Allowance: \$500.00

2.11 - Total: \$500.00

GRAND TOTAL:	\$79,244.33
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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

June 15, 2020

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

Re: Geotechnical Engineering Services
 Montgomery Road and Hill Avenue
 Aurora, IL

CTL Proposal No. CTL20129

Dear Mr. Simmons,

Chicago Testing Laboratory, Inc. (CTL) is pleased to present this cost estimate for completing a geotechnical subsurface investigation for the Montgomery Road and Hill Avenue intersection widening and reconstruction in Aurora, IL. Based on preliminary information provided by HR Green, the proposed improvements will include widening and reconstruction of the existing intersection.

Scope of Work

Chicago Testing Laboratory will provide the following Professional Services:

1. Coordinate site access with IDOT, including any necessary site access permits.
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 and temporary traffic control with a subcontracting MOT firm.
4. Perform a total of six (6) pavement cores and hand augers to the existing subgrade depth. 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 aggregate base course (if encountered) and subgrade will be investigated directly using a hand auger and hand tools as required. The thickness of the aggregate subbase will be measured directly and recorded in the field.
5. Perform a total of twenty-three (23) soil borings, nineteen (19) subgrade borings along Montgomery Road and Hill Avenue to depth of 10 feet each below ground surface (bgs) and four (4) traffic signal borings to a depth of 25 feet each bgs for a total linear footage of 290 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 (RGR) 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 realignment and widening 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 3 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

The estimated fee is determined based on the IDOT CECS schedule attached for a total of \$23,818.84.



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

Attachments: CTL Client Contract
IDOT BLR 05610

Preliminary Engineering

Route: FAU
 Local Agency: City of Aurora
 (Municipality/Township/County)
 Section: 19-00329-00-CH
 Project:
 Job No.:

*Firm's **approved rates** on file with IDOT'S
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 223.17 %
 Complexity Factor (R) 0.00
 Calendar Days _____

Method of Compensation:

Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Site Layout	Project Manager	6.00	\$43.27	\$259.62	\$579.39	\$0.00	\$32.50	\$126.36	\$ 997.87
Soil Borings	Project Manager	16.00	\$43.27	\$692.32	\$1,545.05	\$9,010.00	\$130.00	\$343.26	\$11,720.63
Pavement Cores	Project Manager	4.00	\$43.27	\$173.08	\$386.26	\$0.00	\$32.50	\$85.81	\$ 677.65
	Field Technician	4.00	\$39.95	\$159.80	\$356.62	\$880.00	\$300.00	\$118.38	\$1,814.80
Laboratory Testing	Project Manager	2.00	\$43.27	\$86.54	\$193.13	\$0.00	\$1,600.00	\$272.55	\$2,152.22
RGR	Project Manager	32.00	\$43.27	\$1,384.64	\$3,090.10	\$0.00	\$0.00	\$648.83	\$5,123.57
	Sr. Geo Engineer	6.00	\$60.00	\$360.00	\$803.41	\$0.00	\$0.00	\$168.69	\$1,332.10
Totals		70.00		\$3,116.00	\$6,953.96	\$9,890.00	\$2,095.00	\$1,763.88	\$23,818.84

COMPANY NAME: Chicago Testing Laboratory, Inc.

 PTB NUMBER: Montgomery Road and Hill Avenue

 TODAY'S DATE: 6/16/2020

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.000	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	X	3	\$65.00	\$195.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	X	1	\$4,900.00	\$4,900.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost	X	1	\$1,600.00	\$1,600.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Drilling Services		X	1	\$4,990.00	\$4,990.00
Core Rig Mobilization		X	1	\$300.00	\$300.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$11,985.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific



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

Montgomery Road and Hill Avenue
Laboratory Testing Services
CTL Proposal No. CTL20129

Laboratory Services	Quantity	Unit Rate	Cost
Moisture Content - AASHTO T265	116	\$10.00	\$1,160.00
Atterberg Limits - AASHTO T89 and T90	4	\$110.00	\$440.00
Total			\$1,600.00

Exhibit H

January 10, 2020

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

**RE: City of Aurora - Montgomery Road and Hill Avenue Intersection Improvement
Phase 2 Engineering Scope of Services (Section Number 19-00329-00-CH)**

The proposed project consists of improving the intersection of Montgomery Road and Hill Avenue in Aurora, Illinois. Specifically, the project includes widening the intersection of Montgomery Road and Hill Avenue and its four approaches to include additional through lanes and turning lanes, in addition to providing ADA compliant ramps with Detectable Warning signs, sidewalk, an asphalt bike path, and high visibility crosswalks.

The project is located in Township 38 North, Range 8 East, and Section 35. North of Montgomery Road, Hill Avenue is under the jurisdiction of the City of Aurora; south of Montgomery Road, it is under the jurisdiction of the Illinois Department of Transportation (IDOT) and is referenced as US Route 30 (FAP 360). Montgomery Road, west of Hill Avenue, is under Kane County and maintained by the Village of Montgomery; east of Hill Avenue, it is under the jurisdiction of the City of Aurora. The City of Aurora will be the lead agency for this project.

The following detailed Scope of Services includes the preparation of Plans, Specifications, and Cost Estimates (PS&E) per IDOT standards for the lighting associated with the widening and reconstruction of Montgomery Road at Hill Avenue. This Scope of Services was based on the "Montgomery Road Phase 1" design approval from IDOT (dated August 24, 2017) with project limits between Briarcliff Road and Hill Avenue intersections, and the approved Project Development Report (PDR) provided via the City of Aurora by HR Green.

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 intersection and transition lighting at the intersection of Montgomery Road and Hill Avenue as follows:

1. Kick-off Meeting and Field Investigation [26 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. Pre-Final (95%), Initial Final (99%), and Final (100%) [303 Hours]

- a. Proposed Intersection and Transition Lighting (10 Total Plan Sheets)

TranSmart/EJM will be responsible for the design of proposed intersection and transition lighting at the intersection of Montgomery Road at Hill Avenue and submit corresponding documents noted below for the Pre-Final (95%), Initial Final (99%), and Final (100%) submittal packages to the IDOT via the City 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
- Montgomery Road at Hill Avenue Lighting Removal Plan
- Montgomery Road at Hill Avenue Temporary Lighting Plan
- Lighting Single Line Diagram
- Preparation of Proposed Intersection and Transition Lighting Site Plans
- Lighting Details

b. Voltage Drop and Photometric Calculations
TranSmart/EJM will prepare and submit voltage drop and intersection/transition lighting photometric 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 [14 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 [38 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 [10 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.

DESIGN ENGINEERING
EJM Engineering, Inc. DBA TranSmart/EJM Corporation

PRIME/INITIAL

Route: US Route 30 (FAP 360)
Local: City of Aurora
(Municipality/Township/County)
Section: 19-00329-00-CH
Project: Ph 2 - Montgomery Rd and US 30 (Hill Ave)
Job No:

*Firm's approved rates on file with Bureau of Accounting and Auditing:	
Overhead Rate (OH)	129.63%
Complexity Factor (R)	0.00
Calendar Days	

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate 10%(DL + (OH*DL))
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Kick-Off/Field Investigation				\$ -	\$ -			\$ -	\$ -
Principal Engr			\$ 70.00	\$ 140.00	\$ 181.48			\$ -	\$ -
Sr Professional	2	\$ 70.00	\$ 140.00	\$ 181.48			\$ 46.61	\$ 368.10	
Sr Eng/Engr V	12	\$ 58.17	\$ 698.04	\$ 904.87			\$ 232.42	\$ 1,853.33	
Engineer III	12	\$ 37.65	\$ 451.80	\$ 585.67			\$ 150.43	\$ 1,187.90	
Specialist III		\$ 37.04	\$ -	\$ -			\$ -	\$ -	
Proj Acct/Billing		\$ 31.08	\$ -	\$ -			\$ -	\$ -	
							\$ 300.00	\$ -	\$ 300.00
Pre-Final (95%)				\$ -	\$ -			\$ -	\$ -
Principal Engr	8	\$ 70.00	\$ 560.00	\$ 725.93			\$ 186.46	\$ 1,472.39	
Sr Professional	8	\$ 70.00	\$ 560.00	\$ 725.93			\$ 186.46	\$ 1,472.39	
Sr Eng/Engr V	45	\$ 58.17	\$ 2,617.65	\$ 3,393.26			\$ 871.58	\$ 6,882.49	
Engineer III	75	\$ 37.65	\$ 2,823.75	\$ 3,660.43			\$ 940.21	\$ 7,424.38	
Specialist III	75	\$ 37.04	\$ 2,778.00	\$ 3,601.12			\$ 924.97	\$ 7,304.09	
Proj Acct/Billing		\$ 31.08	\$ -	\$ -			\$ -	\$ -	
							\$ 600.00	\$ -	\$ 600.00
Initial Final (99%)				\$ -	\$ -			\$ -	\$ -
Principal Engr	2	\$ 70.00	\$ 140.00	\$ 181.48			\$ 46.61	\$ 368.10	
Sr Professional	2	\$ 70.00	\$ 140.00	\$ 181.48			\$ 46.61	\$ 368.10	
Sr Eng/Engr V	6	\$ 58.17	\$ 349.02	\$ 452.43			\$ 116.21	\$ 917.67	
Engineer III	25	\$ 37.65	\$ 941.25	\$ 1,220.14			\$ 313.40	\$ 2,474.79	
Specialist III	25	\$ 37.04	\$ 926.00	\$ 1,200.37			\$ 308.32	\$ 2,434.70	
Proj Acct/Billing		\$ 31.08	\$ -	\$ -			\$ -	\$ -	
				\$ -	\$ -		\$ 200.00	\$ -	\$ 200.00
Final (100%)				\$ -	\$ -			\$ -	\$ -
Principal Engr	2	\$ 70.00	\$ 140.00	\$ 181.48			\$ 46.61	\$ 368.10	
Sr Professional	2	\$ 70.00	\$ 140.00	\$ 181.48			\$ 46.61	\$ 368.10	
Sr Eng/Engr V	10	\$ 58.17	\$ 581.70	\$ 754.06			\$ 193.68	\$ 1,529.44	
Engineer III	10	\$ 37.65	\$ 376.50	\$ 488.06			\$ 125.36	\$ 989.92	
Specialist III	8	\$ 37.04	\$ 296.32	\$ 384.12			\$ 98.66	\$ 779.10	
Proj Acct/Billing		\$ 31.08	\$ -	\$ -			\$ -	\$ -	
				\$ -	\$ -		\$ 200.00	\$ -	\$ 200.00
Construction Support									
Principal Engr		\$ 70.00	\$ -	\$ -			\$ -	\$ -	
Sr Professional	2	\$ 70.00	\$ 140.00	\$ 181.48			\$ 46.61	\$ 368.10	
Sr Eng/Engr V	4	\$ 58.17	\$ 232.68	\$ 301.62			\$ 77.47	\$ 611.78	
Engineer III	8	\$ 37.65	\$ 301.20	\$ 390.45			\$ 100.29	\$ 791.93	
Specialist III		\$ 37.04	\$ -	\$ -			\$ -	\$ -	
Proj Acct/Billing		\$ 31.08	\$ -	\$ -			\$ -	\$ -	
				\$ -	\$ -		\$ 100.00	\$ -	\$ 100.00
Prog Mgmt, Coord & Admin									
Principal Engr		\$ 70.00	\$ -	\$ -			\$ -	\$ -	
Sr Professional	6	\$ 70.00	\$ 420.00	\$ 544.45			\$ 139.84	\$ 1,104.29	
Sr Eng/Engr V	20	\$ 58.17	\$ 1,163.40	\$ 1,508.12			\$ 387.37	\$ 3,058.89	
Engineer III		\$ 37.65	\$ -	\$ -			\$ -	\$ -	
Specialist III		\$ 37.04	\$ -	\$ -			\$ -	\$ -	
Proj Acct/Billing	12	\$ 31.08	\$ 372.96	\$ 483.47			\$ 124.18	\$ 980.61	
QA/QC									
Principal Engr		\$ 70.00	\$ -	\$ -			\$ -	\$ -	
Sr Professional	10	\$ 70.00	\$ 700.00	\$ 907.41			\$ 233.07	\$ 1,840.48	
Sr Eng/Engr V		\$ 58.17	\$ -	\$ -			\$ -	\$ -	
Engineer III		\$ 37.65	\$ -	\$ -			\$ -	\$ -	
Specialist III		\$ 37.04	\$ -	\$ -			\$ -	\$ -	
Proj Acct/Billing		\$ 31.08	\$ -	\$ -			\$ -	\$ -	
Totals		391.00		\$ 17,990.27	\$ 23,320.79	\$ -	\$ 1,400.00	\$ 5,990.10	\$ 48,701.16



COMPANY NAME: TransSmart/EJM Corporation

PTB NUMBER:

TODAY'S DATE: 1/10/2020

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND

W.O. = Work Order

J.S. = Job Specific