



Using Federal Funds? ☒ Yes ☐ No

Agreement For

Federal PE

Agreement Type

Supplement

Number

2

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Aurora	Kane	19-00329-00-CH	D-91-386-20
Project Number	Contact Name	Phone Number	Email
ZHIL(299)	Roopa Anjanappa	(630) 256-3200	AnjanappaR@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Montgomery Road	FAU 3579	0.57 mi	N/A
Location Termini			
at Hill Avenue (FAP 0360)			
Add Location			
Remove Location			

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Hill Avenue	FAP 0360	0.57 mi	N/A
Location Termini			
At Montgomery Road			
Add Location			
Remove Location			

Project Description

Complete Phase I re-evaluation and updates to plans, specifications, and estimates for the improvements to the intersection of Montgomery Road at Hill Avenue.

Engineering Funding	☒ Federal ☐ MFT/TBP ☐ State ☒ Other	Rebuild Illinois Bond Funds
Anticipated Construction Funding	☒ Federal ☐ MFT/TBP ☐ State ☒ Other	Rebuild Illinois Bond Funds

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
HR Green, Inc.	Colby Wedwick	(630) 708-5042	cwedwick@hrgreen.com
Address	City	State	Zip Code
2363 Sequoia Drive	Aurora	IL	60506

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

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

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

AGREEMENT EXHIBITS

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

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

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform

the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. 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 DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. 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 incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	\$61,717.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$61,717.00
Total for all work		\$61,717.00

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type City

 of

Local Public Agency Aurora

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Aurora

Local Public Agency Type

City

Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

HR Green, Inc.

By (Signature & Date)

--

By (Signature & Date)

--

Title

Regional Manager

Title

Project Engineer II

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	Kane	19-00329-00-CH

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

**EXHIBIT 1
SCOPE OF SERVICES**

See Attached Exhibit 1

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	Kane	19-00329-00-CH

**EXHIBIT 2
PROJECT SCHEDULE**

Project duration extended to September 30, 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	Kane	19-00329-00-CH

Exhibit 3
Qualification Based Selection (QBS) Checklist

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

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

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes, Due date of submittal: 11/27/19

Method(s) used for advertisement and dates of advertisement

City of Aurora website advertised on 11/4/2019

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

Project Criteria	Weighting
Technical Approach	30%
Firm Experience	30%
Staff Capabilities	20%
Schedule	20%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

City Traffic Engineer, Road and Bridge Coordinator & Transportation Engineer

Top three consultants ranked for this project in order	
1	HR Green, Inc.
2	Crawford, Murphy & Tilly
3	Baxter & Woodman

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐



EXHIBIT 1 SCOPE OF SERVICES - AMENDMENT NO. 2

THIS AMENDMENT is between the CITY OF AURORA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Montgomery Road and Hill Avenue Intersection Improvements HR Green Project No. 191392

CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement dated August 28, 2020, and Amendment #1 dated January 23, 2024, as follows:

1.0 Project 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) was 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 is 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. The intersection improvement project limits are consistent with the Phase I study for the north, west and south legs. However, the project limits on the east leg of Montgomery Road were extended approximately 1,200 feet east to connect to the improved 3-lane section of Montgomery Road that begins approximately 400 feet east of Farnsworth Avenue (north leg).

Amendment #1 added the following tasks to the Scope of Services:

- Supplemental Topographic Survey;
- Wetland Delineation Update;
- Supplemental Special Waste Review;
- Revisions to Plans and Contract Documents;
- Quality Assurance and Quality Control;
- Meetings and Coordination; and
- Project Administration.

In general, this AMENDMENT #2 governs the following additional tasks requested by CLIENT, which were not included in the Scope of Services included in the original Professional Services Agreement and/or Amendment #1:

- Phase I Concurrence on MUP Extension on Hill Avenue;
- Bike Travel Assessment (BDE 1702);
- Re-Evaluation of Environmental Decisions for LPA Projects form;
- Traffic Noise Re-analysis and Supporting Memo;
- Environmental Clearance Updates;
- Local Preliminary Environmental Site Assessment (PESA) Re-evaluation;

- Phase II Plans and Contract Document Revisions;
- Quality Assurance and Quality Control;
- Meetings and Coordination; and
- Project Administration.

For the purposes of this AMENDMENT, it is assumed that project will be on the September 2027 letting and will conclude within 15 months of COMPANY receiving notice to proceed from CLIENT.

2.0 Scope of Services

COMPANY is the prime consultant providing the Phase II engineering services to CLIENT for the improvement of the Montgomery Road and Hill Avenue intersection and, as such, all services will be provided through COMPANY.

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Phase I Addendum

A. Phase I Concurrence on MUP Extension on Hill Avenue

IDOT notified CLIENT and COMPANY at the April 10, 2026 Re-evaluation Review Meeting that IDOT Bureau of Traffic, Geometric Studies Unit, and Hydraulics Section will each need to review the MUP extension on the west side of Hill Avenue. COMPANY will coordinate the review with three (3) separate emails to each IDOT division for review. COMPANY will address one (1) round of IDOT review comments if any are received. It is anticipated that no other areas of the project will need to be re-submitted for a Phase I concurrence.

B. Bike Travel Assessment (BDE 1702)

COMPANY will prepare and coordinate with IDOT the Bike Travel Assessment (BDE 1702) requested at the June 2022 FHWA coordination meeting. The assessment was requested due to the anticipated bicycle traffic on the MUP.

2.2 Permitting and Environmental Coordination

A. Re-evaluation of Environmental Decisions for LPA Projects Form

COMPANY will prepare the re-evaluation document requested by IDOT at the June 2022 FHWA coordination meeting and submit it to IDOT for review and approval. The re-evaluation document will include exhibits and information detailing the differences between the previously approved Phase I PDR completed by KDOT and the current Montgomery Road and Hill Avenue Intersection Improvements project being advanced by CLIENT. The re-evaluation document will also include the updated environmental clearances and a summary of the Public Information Meeting (PIM).

IDOT has also requested the Checklist for Determination of State/Federal Approval Categorical Exclusions (CE). COMPANY will complete the checklist form (BLR 19110) and include it with each submittal of the Re-evaluation of Environmental Decisions for LPA Projects form. It is anticipated that the re-evaluation document and the checklist form will include two (2) draft submittals, one (1) pre-final submittal, and one (1) final submittal for approval.

B. Traffic Noise Re-analysis and Supporting Memo

COMPANY will re-analyze traffic noise for the proposed improvement using updated traffic volumes and include any additional receptors within the extended eastern limit. IDOT requested the traffic noise re-analysis at the June 2022 FHWA coordination meeting. COMPANY will prepare a memo to document the re-analysis. COMPANY anticipates that original Traffic Noise Model (TNM) files developed as part of the KDOT Phase I evaluation will be available for modification. Noise monitoring and noise abatement evaluations are not expected to be required and are not included as part of this AMENDMENT.

C. Environmental Clearance Updates

COMPANY will request an updated Natural Resources Review (NRR) to meet the 2-year validation period. Additionally, COMPANY will submit an Updated Environmental Survey Request (UESR) form to obtain a re-evaluated State Preliminary Environmental Site Assessment (PESA). It is anticipated that a PESA Response Form will not be required as the current Preliminary Site Investigation (PSI) is still valid. These updated clearances and PESA documents will be required for the Re-evaluation of Environmental Decisions for LPA Projects and for Phase II design approval. It is anticipated that the updated environmental clearances will be consistent with the previous clearances and no additional studies or assessments will be required.

D. Local Preliminary Environmental Site Assessment (PESA) Re-evaluation

COMPANY completed a local PESA in February 2022, which expired in 2025. COMPANY will re-evaluate the local PESA to meet the 3-year validation period. It is anticipated the same conclusions will be reached and no additional Recognized Environmental Conditions (RECs) will be identified. The only REC identified to date is the Phillips Park Golf Course.

2.3 Plans, Special Provisions, and Estimates (PSE) Revisions

COMPANY will revise the Phase II plans and special provisions to meet the recently updated IDOT documentation and letting information. The revisions will incorporate recent updates made to the District One Signal Design Guidelines, District One Special Provisions, District One Details, Highway Standards, Coded Pay items, and BDE/BLR Special Provisions.

2.4 Quality Assurance and Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM) for the expanded scope included with this AMENDMENT.

2.5 Meetings and Coordination

IDOT requested one (1) additional PIM at the June 2022 FHWA coordination meeting. COMPANY will prepare for and attend one (1) additional PIM. COMPANY will prepare a reasonable number of information boards and exhibits, announcements, notification letters, filing of information, and any other task required to satisfy the IDOT requirements of holding a PIM.

2.6 Project Administration

COMPANY will conduct general project administration throughout the extended 15-month 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 additional deliverables will be generated for this project and are included in this AMENDMENT #2:

- A. Re-Evaluation of Environmental Decisions for LPA Projects Form;
- B. IDOT the Bike Travel Assessment (BDE 1702);
- C. Traffic Noise Re-analysis and Supporting Memo;
- D. Environmental Clearance Updates;
- E. Local Preliminary Environmental Site Assessment (PESA) Re-evaluation;
- F. PIM Summary as an attachment in the re-evaluation document;
- G. Newspaper advertisement advertising the PIM;
- H. Letters and postcards to stakeholders;
- I. Revised Phase II Plans, Specifications and Estimates.

For the purposes of this AMENDMENT, it is assumed that the project will be on the September 2027 letting and will conclude within 15 months of COMPANY receiving notice to proceed from CLIENT, adding an additional 15 months to the initial project schedule.

This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

See Scope of Services of the original Professional Services Agreement.

5.0 Services by Others

N/A

6.0 Client Responsibilities

N/A



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

N/A

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

- ☒ Cost Plus Fixed Fee (BLR 05514) with a maximum fee to be increased by sixty-one thousand, seven hundred seventeen dollars and no cents (\$61,717.00)

The total authorized compensation after this AMENDMENT, including the original Professional Services Agreement and all previous Amendments, is eight hundred eight thousand, five hundred thirty-eight dollars and thirty cents (\$808,538.30).

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

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



Local Public Agency	County	Section Number
City of Aurora	Kane	19-00329-00-CH
Prime Consultant (Firm) Name	Prepared By	Date
HR Green, Inc.	Wedwick	7/1/2026
Consultant / Subconsultant Name	Job Number	
HR Green, Inc.	D-91-386-20	

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

Remarks

Montgomery Road and Hill Avenue Intersection Improvements, Supplement #2

PAYROLL ESCALATION TABLE

CONTRACT TERM	15 MONTHS	OVERHEAD RATE	183.31%
START DATE	7/1/2026	COMPLEXITY FACTOR	0
RAISE DATE	4/1/2027	% OF RAISE	3.00%
END DATE	9/30/2027		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2026	4/1/2027	9	60.00%
1	4/2/2027	10/1/2027	6	41.20%

Local Public Agency

City of Aurora

County

Kane

Section Number

19-00329-00-CH

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

D-91-386-20

PAYROLL RATES**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE**

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	1.20%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Practice Leader	\$90.00	\$90.00
Regional Director	\$90.00	\$90.00
Senior Engineer	\$80.08	\$81.04
Senior Project Mgr	\$85.19	\$86.21
Lead Engineer	\$64.55	\$65.32
Project Manager	\$68.04	\$68.86
Lead Structural Eng	\$68.72	\$69.54
Lead Env. Planner	\$66.17	\$66.96
Project Engineer I	\$50.70	\$51.31
Project Engineer II	\$54.33	\$54.98
Staff Engineer I	\$37.62	\$38.07
Staff Engineer II	\$43.41	\$43.93
Proj Land Surveyor II	\$64.30	\$65.07
Staff Land Surveyor I	\$35.70	\$36.13
Staff Land Surveyor II	\$40.83	\$41.32
Staff Land Surveyor III	\$56.97	\$57.65
Project Designer	\$55.66	\$56.33
Design Tech II	\$35.22	\$35.64
Design Tech III	\$40.49	\$40.98
Strategic Client Manager	\$86.56	\$87.60
Admin Asst I	\$23.63	\$23.91
Admin Asst II	\$28.47	\$28.81
Project Controls Analyst I	\$34.75	\$35.17

Local Public Agency	County	Section Number
City of Aurora	Kane	19-00329-00-CH
Consultant / Subconsultant Name		Job Number
HR Green, Inc.		D-91-386-20

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

Total	0.00	0.00
--------------	-------------	-------------

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Aurora

County

Kane

Section Number

19-00329-00-CH

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

D-91-386-20

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	\$1,100.57	\$1,100.57
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$1,100.57

City of Aurora

Kane

19-00329-00-CH

Job Number

D-91-386-20

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

Printed 7/1/2026
Page 5 of 7

Local Public Agency

City of Aurora

County

Kane

Section Number

19-00329-00-CH

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

D-91-386-20

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Phase I Addendum			Permitting and Environmental			PS&E Revisions			QA/QC			Meeting and Coord - PIM		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Practice Leader	90.00	0.0																	
Regional Director	90.00	18.0	5.90%	5.31							5	7.94%	7.14	8	80.00%	72.00			
Senior Engineer	81.04	97.0	31.80%	25.77				95	79.17%	64.16				2	20.00%	16.21			
Senior Project Mgr	86.21	0.0																	
Lead Engineer	65.32	8.0	2.62%	1.71							8	12.70%	8.30						
Project Manager	68.86	0.0																	
Lead Structural Eng	69.54	0.0																	
Lead Env. Planner	66.96	0.0																	
Project Engineer I	51.31	0.0																	
Project Engineer II	54.98	120.0	39.34%	21.63	20	66.67%	36.65	20	16.67%	9.16	25	39.68%	21.82				40	76.92%	42.29
Staff Engineer I	38.07	0.0																	
Staff Engineer II	43.93	27.0	8.85%	3.89	10	33.33%	14.64	5	4.17%	1.83							12	23.08%	10.14
Proj Land Surveyor II	65.07	0.0																	
Staff Land Surveyor I	36.13	0.0																	
Staff Land Surveyor II	41.32	0.0																	
Staff Land Surveyor III	57.65	0.0																	
Project Designer	56.33	0.0																	
Design Tech II	35.64	0.0																	
Design Tech III	40.98	25.0	8.20%	3.36							25	39.68%	16.26						
Strategic Client Manager	87.60	0.0																	
Admin Asst I	23.91	0.0																	
Admin Asst II	28.81	0.0																	
Project Controls Analyst I	35.17	10.0	3.28%	1.15															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		305.0	100%	\$62.83	30.0	100.00%	\$51.30	120.0	100%	\$75.15	63.0	100%	\$53.52	10.0	100%	\$88.21	52.0	100%	\$52.43

City of Aurora

Kane

19-00329-00-CH

HR Green, Inc.

D-91-386-20

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

2

TOTALS