



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this _____ day of October 2024 by and between, THE CITY OF AURORA, ILLINOIS (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Farnsworth Avenue Improvements (IL 56 to I-88)
Phase II Engineering Services

hereby amends the original Professional Services Agreement dated September 18, 2023 as follows:

CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement as follows:

1.0 Project Understanding

General Understanding

CLIENT intends to improve Farnsworth Avenue to accommodate the anticipated increase in traffic generated by the relocation of Hollywood Casino. The casino is relocating from downtown Aurora to the area bounded by Farnsworth Avenue (east), Church Road (west), Bilter Road (north) and Corporate Boulevard (south). The casino began construction in early 2024 and anticipates opening in Q2 2026. The construction of CLIENT's roadway improvements along the casino property frontage is expected to be completed prior to the casino opening.

COMPANY is under contract with CLIENT (PO #301872, dated October 12, 2023) for the Phase II engineering services necessary to solicit bids for CLIENT's roadway improvements along Farnsworth Avenue, Bilter Road, Church Road and Corporate Boulevard. These services include, but are not limited to, the following: utility coordination; geotechnical investigations and reports; land acquisition services; drainage design and permitting; and contract plans, specifications and estimates.

The original agreement assumed a project duration of eight (8) months. However, due to various issues including the casino development, utility coordination and land acquisition, the project duration will extend well beyond 12 months. In addition to the extended project duration, several tasks were either expanded beyond the scope of the original agreement or added.

In general, AMENDMENT #1 governs the following tasks that are necessary for completion of the Phase II engineering services, but were not included in the scope of the original agreement:

- Additional utility coordination due to the extended project duration;
- Additional topographic survey to support the land acquisition and drainage design;
- Plat preparation and negotiation support for added land acquisition parcels;
- Expanded storm sewer and detention design;
- Additional design and contract plans development due to expanded scope/complexity and casino coordination;
- Preparation of additional cost estimates to support the land acquisition and CLIENT budgeting;
- Additional meetings and coordination;
- Additional Quality Assurance and Quality Control (QA/QC) on expanded design and contract plan development; and
- Additional project administration due to the extended project duration.

For the purposes of this AMENDMENT, it is assumed that the Phase II engineering services will conclude on or before November 15, 2024.

Design Criteria/Assumptions

The latest edition of the following design guidelines apply to this project:

- A. IDOT Bureau of Local Roads (BLR) Manual;
- B. IDOT Geotechnical Manual;
- C. IDOT Drainage Manual;
- D. IDOT District One Traffic Signal Design Guidelines;
- E. IDOT District One Lighting Design Guidelines;
- F. IDOT Standard Specifications for Road and Bridge Construction;
- G. National Electric Code;
- H. Kane County Stormwater Management Ordinance, including CLIENT-adopted amendments;
- I. CLIENT Standard Specifications for Improvements; and
- J. Manual on Uniform Traffic Control Devices (MUTCD).

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Data Collection and Review

A. Utility Conflict Review and Chart

COMPANY will continue coordinating with utility companies to resolve conflicts and facilitate relocations for the extended project duration. COMPANY will update the Utility Tracker weekly and share with CLIENT and other interested parties at CLIENT's request.

B. Roadway Geotechnical Report

No additional services will be needed for this task as part of this ADDENDUM.

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

A. Supplemental Topographic Survey

The original agreement included limited pick-up survey (up to 40 hours). Additional survey is needed for the following:

- 1. Find and expose buried structures to determine pipe direction and outlet.
- 2. Topographic survey of Aurora Corporate Center basins, including restrictor structures and overflow configurations, to support storm water detention plan.
- 3. Stake ROW and easements for Parcel 16 and Parcel 17, to support the land acquisition negotiations.

B. Plat of Highways

COMPANY will prepare parcel plats and legal descriptions for the following six (6) parcels, which were not included in the original agreement:

- 1. Parcel 25 – Simon/Chelsea (Premium Outlet Boulevard at Farnsworth Avenue).

2. Parcel 26 – Kane County Forest Preserve District (KCFPD) for existing outlets to remain, since permanent easements were not conveyed to CLIENT previously.
3. Parcel 27 – Simon/Chelsea (Premium Outlet Boulevard at Bilter Road).
4. Parcel 28 – KCFPD for reconfiguration of drainage Outlet 1.
5. Parcel 29 – Essling (north side of Bilter Road, east of Premium Outlet Boulevard).
6. Parcel 30 – City of Aurora (Fire Department parcel).

COMPANY will also make significant revisions to the parcel plats and legal descriptions for the following parcels, due to the land acquisition negotiations:

1. Parcel 12 – North Start Trust (Dolans).
2. Parcel 15 – Kane County Forest Preserve District.
3. Parcel 20 – Pepsi Cola.
4. Parcels 21-24 – Purchased by CLIENT during project.

C. ROW Acquisition

To help facilitate the ROW acquisition, COMPANY will continue coordinating with the negotiator for the extended project duration.

2.3 Drainage Design and Permitting

A. Inlet Spacing Calculations

No additional services will be needed for this task as part of this ADDENDUM.

B. Storm Sewer Design

Due to the need to accept the casino's flows and inverts, and due to the restricted cover at Corporate Drive, Outlet 1 needs to be reconfigured to discharge directly into the KCFPD property at a lower elevation. COMPANY will redesign the proposed storm sewer system south of Bilter Road to accommodate the casino's outfall needs, while maintaining adequate cover under Corporate Drive and Farnsworth Avenue.

COMPANY will also redesign the proposed storm sewer at the east end of Bilter Road to better accommodate the future project to the east. CLIENT is purchasing several parcels along the north side of Bilter Road, which will allow more of the trunk sewer to be constructed in its permanent location (instead of under the curb) and drastically reduce the amount of rework needed with the future project to the east.

COMPANY will develop an alternative storm water detention option to enlarging the storm sewer pipes. The required detention will be provided by modifying existing basins adjacent to the project for additional storage capacity. COMPANY will obtain and review the existing and as-built plans for the various basins. COMPANY will then determine the available storage capacity in each basin by creating stage-storage-discharge models. Ultimately, COMPANY will design and develop the necessary details for modifying the existing restrictor structures for the two (2) Aurora Corporate Center basins.

C. Kane County Stormwater Management Permit

No additional services will be needed for this task as part of this ADDENDUM.

D. IEPA Public Water Supply Construction Permit

No additional services will be needed for this task as part of this ADDENDUM.

E. Regulated Substances

No additional services will be needed for this task as part of this ADDENDUM.

2.4 Contract Plans

COMPANY will provide plan revisions, expanded plans, or additional plans as necessary. The following sections of the plans either involved significant rework, expanded scope, or were not anticipated at the time of the original agreement:

| Item | No. of Sheets (Estimated) | No. of Sheets (Actual) |
|--|------------------------------|---------------------------|
| Summary of Quantities | 8 | 20 |
| Drainage Schedule** | 2 | 13 |
| Water Main Schedule** | 4 | 8 |
| Utility Removal Plans | 5 | 10 |
| Plan and Profiles | 9 | 9 |
| Drainage Plan and Profiles | 9 | 9 |
| Intersection Pavement Elevation Plans | 12 | 18 |
| Culvert Extension Plan and Details | 0 | 2 |
| Parkway Tree Planting Plan and Details | 0 | 1 |
| Cross-Sections*** | 70 | 88 |
| Total No. of Sheets (Roadway Plans) | 323 | 395 |

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

The following impacted the contract plan development, which required additional effort from COMPANY:

- Complexity of the storm sewer system, including the redesign of Outlet 1 and the redesign at the east end of Bilter Road to accommodate the land acquisition and future project to the east. The Drainage Schedule and the Drainage Plan and Profiles were also impacted by the extensive coordination and revisions of the storm sewer along the casino frontage to accommodate their ongoing design and construction. The final storm sewer system includes 440 pipes and 218 structures.
- The extent of the proposed storm sewer, coupled with the need to avoid impacts to CLIENT's well supply main, added complexity to the water main design due to the additional pay items and conflict assessment.
- Utility removal plans had to be split into two (2) separate removal plans for the drainage and water main, due to the level of detail/complexity.
- Revisions to the typical section of southbound Farnsworth Avenue to avoid impacts to the private detention facilities in front of the Healthy Pet Store and Southwest Fireplace.
- Addition of eastbound right-turn lane, improved entrance and retaining wall at Pepsi.
- Extensive coordination and several revision iterations to accommodate the casino's proposed entrance grades and the grading along their frontage, which impacted the Intersection Pavement Elevation Plans, Cross-Sections and associated 3-D modeling.
- Addition of plans and details to accommodate cast-in-place extension and headwall for triple pipe culvert under Farnsworth Avenue.
- Addition of Parkway Tree Planting Plan and Details.

2.5 Specifications and Estimates

A. Pavement Designs

No additional services will be needed for this task as part of this ADDENDUM.

B. Specifications

No additional services will be needed for this task as part of this ADDENDUM.

C. Storm Water Pollution Prevention Plan and Notice of Intent

No additional services will be needed for this task as part of this ADDENDUM.

D. Engineer's Opinion of Probable Cost (EOPC)

In addition to preparing and updating the EOPC for the overall construction, COMPANY was tasked with breaking down separate EOPCs for the frontage along Parcels 10 and 12 as well as truncating the improvements on Bilter Road east of Farnsworth Avenue.

E. Estimate of Time

No additional services will be needed for this task as part of this ADDENDUM.

2.6 Meetings and Coordination

As part of the original agreement, COMPANY was scoped to attend 16 coordination meetings. Through October 8, 2024, COMPANY has attended 58 coordination meetings. COMPANY is scheduled to attend another eight (8) coordination meetings by November 15, 2024, for a total of 66 meetings.

COMPANY will continue conducting general coordination throughout the extended duration of the project with CLIENT, casino representatives, and various other stakeholders. This item includes, but is not limited to: letters, telephone and e-mail correspondence, and the filing of information. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

2.7 QA/QC

COMPANY will provide QA/QC on the expanded design and contract plan development in accordance with COMPANY's current Quality Manual (QM).

2.8 Administration

COMPANY will conduct general project administration throughout the extended 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. For the purposes of this AMENDMENT, it is assumed that the Phase II engineering services will conclude on or before November 15, 2024.

COMPANY will also conduct general administrative tasks associated with the development and execution of this AMENDMENT.

3.0 Deliverables Included in this Contract

- 3.1 The following additional deliverables will be generated for this project and are included in this AMENDMENT:
- A. Six (6) parcel plats and associated legal descriptions;
 - B. EOPC for Parcels 10 and 12 frontage; and
 - C. EOPC for truncating the improvements on Bilter Road east of Farnsworth Avenue.
- 3.2 This AMENDMENT is based upon an extended project duration of five (5) months, concluding on November 15, 2024, which aligns with the anticipated Notice to Proceed on COMPANY's agreement for the Phase III engineering services. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AMENDMENT:

- A. Revisions to the final bid plans to rebid with revised improvement limits;
- B. Revisions to the final bid plans to repackage and bid as multiple construction contracts;
- C. Preparation of contractor bid documents and/or contractor bid review; and
- D. Construction layout and construction observation.

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

5.0 Services by Others

No additional services by others are required or included in this AMENDMENT.

6.0 Client Responsibilities

No additional CLIENT responsibilities are required for this AMENDMENT.



COMPANY Project Number: 2202670.02

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

N/A

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

Time and Materials Not to Exceed to be increased by Two Hundred Fifty-Six Thousand Two Hundred Ninety-One and 09/100 Dollars (\$256,291.09).

The total authorized compensation after this AMENDMENT, including the original Professional Services Agreement, is One Million Three Hundred Seventy-Four Thousand Five Hundred Nine and 81/100 Dollars (\$1,374,509.81).

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

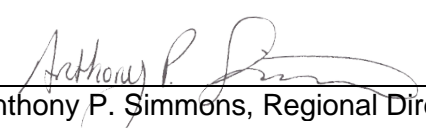
THIS AMENDMENT, together with the original Professional Services Agreement represents the entire and integrated AGREEMENT between CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF AURORA

HR GREEN, INC.

By: _____

By:  _____
Anthony P. Simmons, Regional Director

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