



PROFESSIONAL SERVICES AGREEMENT

For

**City of Aurora
Safe Routes to School 2025
Phase I Engineering**

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

1.0 Project Understanding

1.1 General Understanding

CLIENT intends to secure Phase I engineering services for four (4) Safe Routes to School (SRTS) projects. The projects will include filling missing sidewalk gaps with new sidewalk, curb ramp enhancements at intersections to meet ADA policy, curb bump outs, pavement marking, signage, and flashing beacons to supplement select stop signs. The improvements are located in Kane, DuPage, and Will counties within West Aurora School District 129, East Aurora School District 131, Indian Prairie School District 204, and Oswego Community Unit School District 308. CLIENT has applied for Federal SRTS funding for construction and construction engineering. CLIENT will do all coordination with the Illinois Department of Transportation (IDOT) required for processing of this project.

CLIENT is performing a Phase I engineering study for the 2025 SRTS improvements. In general, this AGREEMENT governs COMPANY's assistance with select portions of the Phase I engineering necessary for CLIENT to complete Phase I engineering for the SRTS improvements. COMPANY's services include, but are not limited to, the following: survey; geometric studies; preliminary plans; and environmental coordination. The Phase I engineering services listed will be funded locally. Project sites do not include routes under the jurisdiction of the State. Due to the Federal SRTS funding for construction and construction engineering, the policies and procedures of IDOT Bureau of Local Roads and Streets (BLRS) Manual pertaining to project and environmental studies will be followed.

1.2 Design Criteria/Assumptions

- A. IDOT BLRS Manual;
- B. IDOT Drainage Manual;
- C. Public Right-of-Way Accessibility Guidelines (PROWAG);
- D. Client Standard Specifications for Improvements; and
- E. Manual on Uniform Traffic Control Devices (MUTCD).

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Limited Topographic Survey and Right-of-Way (ROW) Services

COMPANY will perform a ROW and Topographic Survey on portions of the roadways described below for School Districts 129, 131, 204, and 308. The existing ROW will be calculated as shown on provided plat of dedication/right of way maps and recorded subdivision plats. Topographic Survey will locate visible existing surface improvements and site topography within the survey limits described below. Existing utilities will be surveyed from visible above ground evidence, flags, or markings. This AGREEMENT does not include the survey of existing utility structures to obtain pipe size, direction, and elevation. Underground utilities will also not be surveyed. Trees having a diameter of 6" or greater will be located, but species will not be identified. Survey will reference existing NGS control

stations, Illinois State Plane Coordinate System East Zone NAD83 (2011). Elevations will be based upon NAVD88 (US Survey Feet) or local benchmarks.

Summary of Topographic Survey Limits:

A. School District 129

- Approximately 1,400 feet along the east side of Hammond Avenue, beginning 150 feet south of the centerline of Florida Avenue to the north side of the intersection of Manor Place, from the centerline of Hammond Avenue to 10 feet beyond the east ROW line.

B. School District 131

- Approximately 600 feet along the northerly side of Sheffer Road, beginning at the west ROW line of Wood Street to 90 feet west of the centerline of Greenvue Drive, from the centerline of Sheffer to 10 feet beyond the northerly ROW line.
- The 3-way intersection at S. Lincoln Avenue and Seminary Avenue, extending 100 feet in each direction from centerline-centerline within the existing ROW.

C. School District 204

- Approximately 1,200 feet along the west side of Eola Road, beginning at the centerline of Molitor Road to 1,200 feet south of the centerline of Molitor Road, from the west edge of pavement to 10 feet beyond the west ROW line.

D. School District 308

- The 4-way intersection at Hafenrichter Road and Middlebury Drive, extending 100 feet in each direction from centerline-centerline within the existing ROW.

COMPANY will generate a MicroStation ORD 2022 and an AutoCAD Civil 3D 2023 drawings (base maps) of the existing features collected within the project limits and terrain model including one-foot contours according to IDOT standards.

2.2 Preliminary Design Studies

COMPANY will develop and analyze options for implementing SRTS improvements in School Districts 129, 131, 204, and 308. The following tasks will be completed by COMPANY:

- COMPANY will coordinate with Nearmap to acquire aerial imagery of the project areas and incorporate the imagery into a MicroStation base map for design.
- COMPANY will draft existing utility information into CAD. All existing atlases will be provided by CLIENT.
- COMPANY will develop horizontal and vertical geometrics for the proposed sidewalk improvements.
- COMPANY will develop a 3D model and cross sections for the pedestrian improvements in MicroStation ORD format. The 3D model will be utilized to determine impacts to the surrounding area (ROW, trees, entrances, and drainage).
- COMPANY will prepare plan and profile sheets (1"=20') detailing the proposed improvements for inclusion in the PDR.

- F. COMPANY will prepare existing and proposed typical sections depicting the proposed sidewalk improvements for inclusion in the PDR.
- G. COMPANY will prepare a preliminary Engineer's Opinion of Probable Construction Cost (EOPC) for each school district for inclusion in the PDR.
- H. COMPANY will prepare a disposition of comments and any plan revisions following any IDOT reviews. For the purposes of this AGREEMENT, a maximum of two (2) submittals are anticipated.

2.3 Regulated Substances Review

There are generally five (5) locations where sidewalk and sidewalk crossing improvements are proposed. Generally each school district has one (1) improvement location with the exception of School District 131 that has two (2) locations. The surrounding land use is generally residential or park areas. The exceptions to this include the Aurora Fire Department No. 4 (Sheffer Rd.), E. Aurora School District 131 (Lincoln Ave.), the Metea Valley High School (Eola Rd.) and the Wheatlands Elementary School (Hafenrichter Rd.). Based on review of the Illinois Environmental Protection Agency (IEPA) Document Explorer, the improvement along Lincoln Avenue is the only improvement area with a listed site.

COMPANY will review Federal, state and local databases to document any potential sources of contamination (Recognized Environmental Conditions or RECs) for all improvement areas. Each area will be screened for regulated substances using the IDOT Bureau of Local Road (BLR) Regulated Substances Screening LPA Project or LPA Portion of a Project form. A separate form will be used for each of the five (5) locations, and each will require a field visit. It is anticipated that each of the areas would pass the Level 3 Screening Criteria, except for the improvements on Lincoln Avenue due to a listed site adjacent to the improvement.

A Preliminary Environmental Site Assessment (PESA) will likely be required for the improvements on Lincoln Avenue unless the improvement work can be accomplished with no excavation. The PESA documentation will include a field visit to confirm site conditions. If there are RECs confirmed within project limits and the special waste review determines that coordination for CCDD disposal, and/or a subsurface investigation is required, those tasks will be completed as part of a separate agreement for the Phase II engineering.

The following lists the proposed scope items to be completed by COMPANY:

- A. Conduct a review of Federal, state and local databases for each location (five (5) database reviews).
- B. Conduct a site visit at each proposed improvement area with photo log (five (5) sites).
- C. Complete the IDOT Bureau of Local Road (BLR) Regulated Substances Screening LPA Project or LPA Portion of a Project form for each site (five (5) sites).
- D. Conduct a PESA level evaluation for the one (1) site anticipated to not pass the Level 3 Screening Criteria (Lincoln Avenue improvements).
- E. Prepare a regulated substances review technical memorandum summarizing the screening evaluation of all five (5) sites and the PESA evaluation for one (1) site.

2.4 Converting CAD items to AutoCAD

- A. COMPANY will be performing all design and plan production in MicroStation ORD 2022 format. After the topographic survey has been utilized to generate a MicroStation ORD 2022 basemap, the data will be converted into an AutoCAD Civil 3D 2023 basemap drawing for use by CLIENT.
- B. After the conclusion of plan production work, COMPANY will convert necessary design and sheet files from MicroStation ORD 2022 into AutoCAD Civil 3D 2023 files for use by CLIENT.

2.5 Tasks to be completed at CLIENT's Request

The following tasks are to be completed on an as needed basis at the request of CLIENT:

- A. COMPANY will analyze and calculate drainage conditions of sidewalk addition along the west side of Eola Road. COMPANY will evaluate drainage patterns to determine if additional inlets are needed.
- B. COMPANY will verify inlet spacing and capacity of adding bump outs for the intersection of Lincoln Avenue at Seminary Avenue.
- C. COMPANY will prepare a Location Drainage Technical Memorandum (LDTM) if required by IDOT. The LDTM will be patterned after the example in the ACEC Drainage Seminar Manual. The LDTM will include detention calculations per IDOT methodology, Impervious area calculations and an outlet evaluation. ISWS Bulletin #75 rainfall intensities will be used as part of the hydrology calculations. There will be no storm sewer, culvert, or ditch sizing included in the LDTM. No hydraulic reports will be prepared as part of this AGREEMENT.
- D. COMPANY will request from CLIENT all available crash data from the most recent five (5) year period for the project areas.
- E. COMPANY will analyze the crash data obtained from CLIENT and prepare a summary table of the crash history to be inserted into the PDR.
- F. COMPANY will develop crash diagram exhibits for the crash data obtained from CLIENT to be inserted into the PDR.

2.6 Quality Assurance / Quality Control

Quality Assurance and Quality Control (QA/QC) will be conducted in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review, and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

2.7 Meetings and Coordination

COMPANY will attend two (2) virtual coordination meetings with CLIENT.

2.8 Administration

COMPANY will conduct general project administration throughout the duration of the project; including project setup, management and oversight of the project team; periodic review of project execution; document control; scope, schedule, and budget monitoring; billing; invoicing; contract file management; and preparation of monthly progress reports.

3.0 Deliverables and Schedules Included in this Agreement

- 3.1 The following deliverable(s) to CLIENT will be generated for this project and are included as part of this AGREEMENT:
- A. Preliminary Typical Sections, and Plans;
 - B. Preliminary EOPC;
 - C. IDOT Bureau of Local Road (BLR) Regulated Substances Screening LPA Project or LPA Portion of a Project form;
 - D. Regulated Substances Review Technical Memorandum;
 - E. AutoCAD Civil 3D 2023 drawings;
 - F. LDTM (If required by CLIENT);
 - G. Crash History Summary Table (If required by CLIENT); and
 - H. Crash Diagram Exhibits (If required by CLIENT).
- 3.2 This AGREEMENT is based upon an assumed project duration of 3 months, commencing with COMPANY's receipt of written Notice to Proceed from CLIENT. This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

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

- A. Plats of any nature and/or legal descriptions;
- B. Full topographic survey of the various sites;
- C. Bathymetric survey;
- D. Coordination with and/or submission of deliverables to IDOT;
- E. Preparation of and/or attendance of bi-monthly coordination meetings with IDOT and FHWA;
- F. Preparation or exhibits and/or attendance in public involvement activities;
- G. Maintenance of Traffic evaluation or plan preparation including IDOT Transportation Management Plan (TMP);
- H. Location Drainage Studies (LDS);
- I. Preliminary Site Investigation (PSI);
- J. Soil and groundwater samples;
- K. CCDD documentation or coordination;
- L. Geotechnical investigations and/or reports;
- M. Traffic counts and/or studies;

- N. 3D modeling of existing and/or proposed utilities;
- O. ADA grading plans;
- P. Project development report (PDR);
- Q. Improvements and/or modifications to the existing roadways;
- R. Hydraulic modeling for culverts, storm sewers and/or ditches;
- S. Environmental survey request (ESR);
- T. Cultural resource evaluation, historic district coordination, and/or SHPO coordination;
- U. NRCS and/or IDOA coordination;
- V. Noise and/or air quality analysis;
- W. Existing tree species identification;
- X. Incidental take authorizations;
- Y. Pollutant loading analysis;
- Z. Wetland delineations and/or impact evaluations;
- AA. Wetland permit or USACE jurisdiction determination;
- BB. Section 4(f), Section 6(f) and/or Section 106 involvement;
- CC. Phase II engineering services, including detailed plans and specifications;
- DD. Construction layout and/or construction observation; and
- EE. Attendance at any meetings not specifically listed herein.

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

5.0 Services by Others

No services by an outside agency or another consultant are anticipated.

6.0 Client Responsibilities

CLIENT will furnish and/or facilitate the furnishing of any available existing plans and accident data, as well as any other reports relevant to the project.

CLIENT will prepare all Phase I engineering studies, coordination, and documents not included in this AGREEMENT. CLIENT will be responsible for submission of applicable Phase I reports to IDOT to obtain Phase I design approval from the applicable State or Federal Agency.



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 45 days after approval by the City Council, and in accordance with the Illinois Prompt Payment Act.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the AGREEMENT. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee, 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 seven (7) 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 and CLIENT's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the Kane County Circuit Court.

8.13 Dispute Resolution

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

8.14 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.

8.15 Reuse of Documents

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

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.16 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service.

8.17 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.

8.18 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk and the CLIENT agrees to waive all claims against COMPANY arising out of the modification or reuse of these materials.

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

8.19 Information Provided by Others

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

as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees to waive all claims against COMPANY arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

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

8.20 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to waive all claims against COMPANY arising out of or resulting from the same, except for those caused by the negligent acts, errors or omissions of the COMPANY. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.21 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees it shall require its contractor to indemnify the CLIENT, COMPANY and COMPANY'S consultants and that they shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.22 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Client agrees to waive all claims against COMPANY arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.23 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.

8.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.25 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT waives all claims against COMPANY arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.26 Municipal Advisor

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.

8.27 Illinois Freedom of Information Act.

COMPANY acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.



This AGREEMENT is approved and accepted by CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Colby Wedwick

Colby Wedwick, PE

Approved by:

Anthony P. Simmons

Printed/Typed Name: Anthony P. Simmons, PE

Title: Regional Director Date: November 21, 2025

CITY OF AURORA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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Exhibit A (Manhour and Fee Estimate)

Safe Routes to School - Phase I Engineering
City of Aurora
HR Green Project Number: 2503572

DATE: 11/13/2025

Task	SHEETS	Regional Director	Proj. Eng. II	Sr. PM	Sr. Engineer	Group Leader	PLS I	SLS II	Design Tech III	PC Analyst I	Total	Direct Costs	Total Fee
		Simmons	Wedwick	LaDieu	Bicking	Dobrosavljevic	McCombs	Sieloff	Miller	McCurley			
2.1 Limited Topographic Survey and Right-of-Way (ROW) Services		0	0	0	0	7	59	72	0	0	138	\$ 72.50	
School District 129						2	18	24			44		\$ 7,132.84
School District 131						2	18	20			40		\$ 6,610.27
School District 204						2	16	20			38		\$ 6,225.26
School District 308						1	7	8			16		\$ 2,658.83
2.2 Preliminary Design Studies		6	44	0	0	0	0	0	80	0	130	\$ -	
Obtaining Aerial Imagery									2		2		\$ 257.99
Drafting Existing Utility Information			4						4		8		\$ 1,228.45
Horizontal and Vertical Geometrics - Sidewalk		2	2						6		10		\$ 1,701.80
3D modeling of Sidewalk			4						20		24		\$ 3,292.34
Roadway Plan & Profile Sheets (1"=20'scale) -5 hrs/sheet	10	4	20						26		50		\$ 8,059.42
Typical Sections - 6 hrs/sheet	2		4						8		12		\$ 1,744.42
*Engineers Opinion of Probable Cost (EOPC)			8						8		16		\$ 2,456.90
Disposition of IDOT Comments and Plan Revisions			2						6		8		\$ 1,130.20
2.3 Regulated Substances Review		0	4	44	0	0	0	0	14	0	62	\$ 943.75	
Database Reviews				5							5		\$ 1,314.86
Site Visits / Photo Log				2					6		8		\$ 1,299.90
IDOT BLR Regulated Substances Screening Form				5					4		9		\$ 1,830.83
PESA Evaluation			4	24					4		32		\$ 7,539.76
Regulated Substance Review Technical Memorandum				8							8		\$ 2,103.77
2.4 Converting CAD items to AutoCAD		0	0	0	0	0	2	0	2	0	4	\$ -	
Survey CAD File Conversion							2				2		\$ 385.01
Roadway CAD File Conversion									2		2		\$ 257.99
2.5 Tasks to be Completed at the City's Request		0	26	0	8	0	0	0	40	0	74	\$ -	
**Drainage Analysis and Calculations for Eola Road			8		4				12		24		\$ 4,024.76
**Drainage Analysis and Calculations for Lincoln Ave/Seminary Ave					2				2		4		\$ 783.93
**Prepare Location Drainage Technical Memorandum (LDTM)			4		2				10		16		\$ 2,528.35
***Obtaining Crash Data			2								2		\$ 356.24
***Analyzing Crash Data			8								8		\$ 1,424.96
***Creating Crash Diagrams 2 hrs/sheet	10		4						16		20		\$ 2,776.36
2.6 Quality Assurance / Quality Control		4	8	0	0	0	0	0	0	0	12	\$ -	
QA/QC - Roadway		4	8								12		\$ 2,568.17
2.7 Meetings and Coordination		0	4	0	0	0	0	0	0	0	4	\$ -	
CLIENT Coordination Meetings (2 @ 2 hours, 1 persons)			4								4		\$ 712.48
2.8 Administration		4	3	0	0	0	0	0	0	4	11	\$ -	
Project Setup			1							4	5		\$ 610.76
General Project Administration (3 months @ 2 hours per month)		4	2								6		\$ 1,499.45
Total		14	89	44	8	7	61	72	136	4	435	\$ 1,016.25	\$ 74,516.28
Multiplier Rates		\$ 285.80	\$ 178.12	\$ 262.97	\$ 262.97	\$ 266.15	\$ 192.50	\$ 130.64	\$ 128.99	\$ 108.16			
Fee		\$ 4,001.26	\$ 15,852.63	\$ 11,570.74	\$ 2,103.77	\$ 1,863.03	\$ 11,742.80	\$ 9,406.38	\$ 17,543.03	\$ 432.64		\$ 1,016.25	\$ 74,516.28
												Grand Total	\$ 75,532.53

* Includes quantity computations.
**Drainage Related Task
***Crash Analysis Related Task

Assumptions:
1. Based on Combined Location Map provided by the City of Aurora
2. Plan & Profile sheets will display a maximum of 600'.
3. Utility Coordination will be done by the City of Aurora and all atlases will be provided to HRG to be implemented into plans.
4. ADA Details will not be provided.

EXHIBIT B (DIRECT COST WORKSHEET)

Safe Routes to School - Phase I Engineering

City of Aurora

HR Green Project Number: 2503572

DATE: 11/13/25

2.1 Limited Topographic Survey and Right-of-Way (ROW) Services

Mileage Rate: \$0.625

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to SD 129	8	2
HRG (Aurora) to SD 131	12	2
HRG (Aurora) to SD 204	18	2
HRG (Aurora) to SD 308	20	2

Subtotal: **\$72.50**

2.2 Preliminary Design Studies

Subtotal: **\$0.00**

2.3 Regulated Substances Review

Mileage Rate: \$0.625

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	35	2

Mileage: \$43.75

EDR Database Review \$ 900.00

Subtotal: **\$943.75**

2.4 Converting CAD items to AutoCAD

Subtotal: **\$0.00**

2.5 Tasks to be Completed at the City's Request

Subtotal: **\$0.00**

2.6 Quality Assurance / Quality Control

Subtotal: **\$0.00**

2.7 Meetings and Coordination

Subtotal: **\$0.00**

2.8 Administration

Subtotal: **\$0.00**

TOTAL:	\$1,016.25
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