



HRGreen

PROFESSIONAL SERVICES AGREEMENT

For

**Lake Street and River Street
Traffic Reversal (One-Way to Two-Way)
Gale Street to New York Street
Phase II – Contract Plans, Specifications and Estimates**

Supplement #1

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TABLE OF CONTENTS

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

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

1.0 Project Understanding

1.1 General Understanding

CLIENT intends to change Lake Street and River Street from one-way traffic to two-way traffic from Gale Street to Downer Place. Lake Street (Illinois Route 31) is the southbound side of an existing one-way couple between Gale Street and New York Street. Lake Street is entirely under the jurisdiction of the Illinois Department of Transportation (IDOT). River Street, between Gale Street and New York Street, is the northbound side of the existing one-way couple. Currently this segment of River Street is also under the jurisdiction of IDOT. The proposed project will keep both northbound and southbound through traffic on Lake Street, eliminating the one-way couple. CLIENT is pursuing a Jurisdictional Transfer (JT) of the segment of River Street that is currently under the jurisdiction of IDOT.

The proposed project along Lake Street and River Street consists of the geometric modifications, signing, pavement marking and traffic signal modifications necessary in order to accommodate two-way traffic from Gale Street to New York Street. In addition, the River Street portion of the project will include the addition of parking, bike lanes and streetscaping. The project length along each corridor is approximately 3,000 feet, totaling 6,000 feet (1.14 mile). An IDOT permit is required for all proposed work within right-of-way that is currently under the jurisdiction of IDOT. As such, the plans need to be submitted to IDOT for review and approval.

COMPANY is currently under contract with CLIENT for the Phase II engineering services required for reversing the direction of traffic on Lake Street and River Street from one-way to two-way. These services include, but are not limited to, the preparation of contract plans, specifications and estimates. The original design contract in the amount of \$179,606.00 was authorized by CLIENT via Purchase Order #278120, dated November 3, 2014.

This Supplemental Agreement (Supplement #1) is necessary due to the significant amount of extra work and/or rework associated with review comments issued by IDOT, which resulted in the following major plan changes along Lake Street:

- A. Reconstruction of existing parking lanes that do not meet IDOT's requested pavement design depth.
- B. Reconstruction of curb and gutter, as well as infrastructure behind the curb and gutter (sidewalk, driveways, traffic signal equipment, etc.), to allow for correction of the pavement cross-slope within the parking lanes to meet IDOT policy.
- C. Resurfacing of Lake Street in its entirety, within project limits.
- D. Installation of temporary traffic signals.
- E. Modification and/or relocation of newer traffic signal equipment just installed in 2011 and 2012.

Extra work and/or rework were also necessary as a result of the following various additional engineering services requested by CLIENT:

- A. Outstanding invoices from the Downtown Traffic Reversal project (completed in 2013).
- B. New York Street at Broadway Avenue (IL 25) Intersection Design Study (IDS).
- C. River Street bike lane coloring and signal design.
- D. Lake Street parking lane investigation, exhibits and coordination.
- E. River Street parking layout change.

While the work associated with the items listed above was requested by the CLIENT, and is in the best interest of the CLIENT, the additional effort required from COMPANY was not anticipated within the scope of the original design contract. This additional effort is described in greater detail in the following Scope of Services section.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. Manual on Uniform Traffic Control Devices;
- B. IDOT District One, Traffic Signal Design Guidelines;
- C. City of Aurora, Standard Specifications for Improvements (as applicable);
- D. IDOT Bureau of Design and Environment Manual;
- E. IDOT Drainage Manual; and
- F. IDOT Bureau of Local Roads and Streets Manual (as applicable).

2.0 Scope of Services

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

2.3 Roadway Plans

COMPANY will revise and expand the roadway plans as necessary to address IDOT's comments related to increasing the parking lane pavement section, correcting the parking lane pavement cross-slope and resurfacing all of Lake Street within project limits. It is assumed that only two (2) additional submittals will be required to obtain an IDOT permit. The following sheets will be revised or added as part of the roadway plans and will be submitted under one (1) cover along with the other sheets included in the original agreement:

Item	No. of Sheets
Index of Sheets / List of Highway Standards	1
Summary of Quantities	1
General Notes	1
Typical Sections*	4
Proposed Plan and Existing Removal Plan – Lake Street	3
Proposed Plan and Existing Removal Plan – North Avenue*	1
Intersection Pavement Elevation Plans – Lake Street at Benton Street	1
Intersection Pavement Elevation Plans – Lake Street at Galena Boulevard	1
Intersection Pavement Elevation Plans – Lake Street at Cross Street*	1
Intersection Pavement Elevation Plans – River Street at North Avenue*	1
Driveway and Sidewalk Details*	2
Total No. of Revised Sheets	17

* Indicates new sheet not included in the original agreement. Only new sheets are used in the tabulation of supplemental direct costs.

2.4 Traffic Signal Modification Plans

COMPANY will revise and expand the traffic signal modification plans as necessary to address IDOT's comments related to installing temporary traffic signals as well as modifying and/or relocating the newer traffic signal equipment. It is assumed that only two (2) additional submittals will be required to obtain an IDOT permit. The following sheets will be revised or added as part of the traffic signal modification plans and will be submitted under one (1) cover along with the other sheets included in the original agreement:

Item	No. of Sheets
Temporary Traffic Signal Installation and Existing Traffic Signal Equipment to be Removed*	4
Temporary Cable Plan and Phase Designation Diagram*	4
Traffic Signal Modification Plans (Lake Street)**	4
Cable Plans, Phase Designation Diagrams and Schedules of Quantities (Lake Street)**	4
Traffic Signal Modification Plans (North Avenue)*	1
Cable Plans, Phase Designation Diagrams and Schedules of Quantities (North Avenue)*	1
Total No. of Revised Sheets	18

* Indicates new sheet not included in the original agreement. Only new sheets are used in the tabulation of supplemental direct costs.

** Accounts for the additional, unexpected effort associated with the significant equipment modifications/relocations as a result of IDOT comments.

2.6 Specifications and Estimates

A. COMPANY will revise and expand the specifications included in the contract documents for the additional roadway and traffic signal work described above. The following specifications will be revised and expanded (as applicable):

- i. Supplemental Specifications and Recurring Special Provisions;
- ii. Project Specific Special Provisions;
- iii. IDOT District One Traffic Signal Specifications;
- iv. Bureau of Local Roads and Streets Special Provisions; and
- v. Bureau of Design and Environment Special Provisions.

B. COMPANY will revise the Engineer's Opinion of Probable Cost (EOPC) for the additional roadway and traffic signal work described above. COMPANY will submit the revised EOPC to CLIENT for review and approval. The Estimate of Time (EOT) needed for construction of the proposed improvements will not be revised.

2.8 Meetings and General Coordination

A. Two (2) persons from COMPANY will attend two (2) meetings with CLIENT at the Aurora City Hall to discuss the plan in progress and/or any IDOT review comments. This item also includes meeting preparation, exhibit preparation, the composition of

meeting minutes for distribution to meeting attendees, and travel time to and from the meetings

- B. COMPANY will continue to conduct general coordination throughout the extended duration of the project with CLIENT. This item includes, but is not limited to: letters, telephone, e-mail correspondence, and filing of information.

2.9 Administration

COMPANY will continue to 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.

2.11 Phase III Support (Optional)

Phase III Support has been included as an optional, yet recommended service to CLIENT given the pace of the Phase II portion of the project and the complexities that were involved in coordinating the JT with IDOT and the overlapping sewer separation project with CLIENT. None of the Phase III Support tasks listed below will be initiated unless specifically requested by CLIENT.

- A. One (1) person from COMPANY will attend four (4) field meetings to assist with design questions that may arise during construction of the proposed improvements.
- B. COMPANY will provide general assistance with miscellaneous design questions that may arise during construction of the proposed improvements.

2.12 Additional Services

This Supplemental Agreement also includes the following additional engineering services. The fees associated with these additional services were incorporated into this project at the request of CLIENT.

- A. Two (2) unpaid invoices totaling \$8,297.59 were voided and the associated COMPANY labor moved to this project per the request of Eric Gallt on October 17, 2014. The invoices were from the Downer Place/Benton Street two-way conversion project. The Purchase Order for that project was closed before the final invoices were issued, leaving CLIENT with no mechanism to issue payment under that project.
- B. The original agreement for the New York Street two-way conversion project assumed an IDS would not be needed at Broadway Avenue (IL 25). COMPANY prepared the IDS, conducted considerable coordination with IDOT and completed various revisions to the plans due to the addition of turn lanes on IL 25.
- C. The bike lane coloring and signals were not included in the original agreement. COMPANY added bike signals to the plans as well as conducted research and coordination with various pavement marking/coloring manufacturers during the development of the specifications and costs.
- D. The original agreement provided for only the roadway design associated with the minor pavement widening identified on the IDSs. The original agreement did not account for reconstruction of the existing parking lanes or rehabilitation of the

existing pavement cross-slope. COMPANY completed a cross-section survey and coordinated pavement core locations and results with CLIENT, IDOT and Rubino Engineering. COMPANY also developed a pavement design. Based on the pavement design and core results, COMPANY developed a detailed cost analysis and associated typical section exhibits for various cross-slope correction options.

- E. COMPANY generated detailed layout, pavement elevation and striping/signing plans for reverse-angle parking along River Street. Subsequently, the preferred layout along River Street was changed to standard angle parking by CLIENT, which required revisions to the aforementioned sections of the plans.

3.0 Deliverables Included in this Contract

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

- A. Roadway Plans;
- B. Traffic Signal Modification Plans;
- C. Specifications; and
- D. EOPC.

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

4.0 Items not included in Agreement/Supplemental Services

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

- A. Existing signing/striping removal plans;
- B. New traffic signal installations;
- C. Interconnect plans;
- D. Location Drainage Studies;
- E. Environmental Coordination and/or Permitting (cultural, biological, wetlands, special waste, etc.);
- F. Utility company coordination;
- G. Tree Survey or Tree Preservation Plan;
- H. Irrigation Design;
- I. Preparation of contractor bid documents and/or contractor bid review; and
- J. Construction layout and/or construction observation.

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

5.0 Services by Others

No services by others have been included in this agreement. Should COMPANY be required to hire a subcontractor, with the authorization of CLIENT, a supplement to this agreement will be issued. The supplement must be executed before the subcontracted work can begin, and CLIENT will be required to reimburse COMPANY for the cost of the subconsultant's fees plus fifteen percent (15%).

6.0 Client Responsibilities

No additional CLIENT responsibilities beyond those already listed above have been included in this agreement.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (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 upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:
Time and Materials Not to Exceed, as detailed in Exhibit A.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or 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 Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. 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 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

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 arising from 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 days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

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

8.17 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.18 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 of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, direct damages, losses, and expenses 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 the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

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

8.20 Force Majeure

Parties agree that neither party is responsible for damages arising directly or indirectly from any delays for causes beyond their control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the party's contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the parties shall negotiate reasonable adjustment in schedule and compensation.

8.21 Job Site Visits and Safety

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

8.22 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 engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, direct damages, and expenses arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may

be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY 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

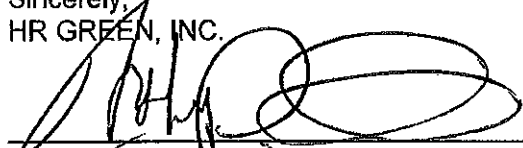
The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$100,000.00, whichever is less. 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

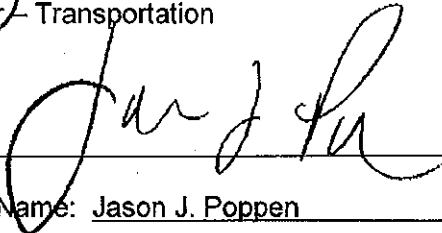
- 8.26 It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees negligent acts, errors or omissions.

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

Sincerely,
HR GREEN, INC.



Anthony P. Simmons, P.E.
Project Director - Transportation

Approved by:  _____
Printed/Typed Name: Jason J. Poppen

Title: President - Transportation Date: June 25, 2015

CITY OF AURORA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

EXHIBIT A - HOUR AND FEE ESTIMATE
 Lake Street and River Street Traffic Reversal - Supplement #1
 Phase II - Contract Plans, Specifications and Estimates
 City of Aurora
 HR Green Job No.: 88130204.01

DATE: 06/25/15

Task	SHEETS	Proj Dir	PEI	SEI	Senior Tech	Survey	Admin	Total	Direct Costs	Total Fee
2.3 - Roadway Plans										
Index of Sheets / List of Rightway Standards	4 hrs/sheet	1	2		1			4	\$ 1,000.35	\$ 595.00
Summary of Quantities	4	4	24	20	1			48		\$ 6,980.00
General Notes	1	4	2		1			4		\$ 585.00
Typical Sections - 10 hrs/sheet	4	4	8	16	12			40		\$ 5,720.00
Proposed Plans and Existing Removal Plans - Lake Street (Double Pave @ 1" = 50' - 12 hrs/sheet)	3	6	12	8	10			36		\$ 4,850.00
Proposed Plans and Existing Removal Plans - North Avenue (Double Pave @ 1" = 50' - 24 hrs/sheet)	1	4	3	4	6			8		\$ 3,075.00
Intersection Pavement Elevation Plans (Lake Street at Benton Street) - 8 hrs/sheet	1	1	3	4	4			8		\$ 1,025.00
Intersection Pavement Elevation Plans (Lake Street at Galena Boulevard) - 8 hrs/sheet	1	1	3	4	4			8		\$ 1,025.00
Intersection Pavement Elevation Plans (Lake Street at Cross Street) - 16 hrs/sheet	1	2	6	4	4			16		\$ 2,110.00
Intersection Pavement Elevation Plans (River Street at North Avenue) - 16 hrs/sheet	1	2	6	4	4			16		\$ 2,110.00
Intersection Pavement Elevation Plans (River Street at North Avenue) - 8 hrs/sheet	2	4	8	4	4			16		\$ 2,380.00
2.4 - Traffic Signal Modification Plans										
Temporary Traffic Signal Installation and Existing Traffic Signal Equipment to be Removed	4	4	18	8	4			32		\$ 4,260.00
Temporary Plans and Existing Removal Plans - Lake Street	4	4	16	8	4			32		\$ 4,260.00
Temporary Plans and Existing Removal Plans - North Avenue	4	4	16	12	4			32		\$ 4,260.00
Temporary Plans and Existing Removal Plans - Lake Street	4	4	16	12	4			32		\$ 4,260.00
Cable Plans, Phase Designation Diagrams and Schedules of Quantities (Lake Street)	4	4	16	12	1			32		\$ 4,260.00
Cable Plans, Phase Designation Diagrams and Schedules of Quantities (North Avenue)	4	4	16	12	1			32		\$ 4,260.00
Cable Plans, Phase Designation Diagrams and Schedules of Quantities (North Avenue)	1	1	4	2	1			8		\$ 1,055.00
2.5 - Specifications and Estimates										
Special Provisions	4	4	8	4	4			12		\$ 1,900.00
Engineer's Opinion of Probable Cost	2	2	8	4	4			12		\$ 1,650.00
2.6 - Meetings and Coordination										
Progress Meetings (2 @ 4 hours, 2 persons)	8	8	8		16			16	\$ 24.88	\$ 2,760.00
Meeting Preparation (2 @ 2 hours)	2	2	2		4			4		\$ 600.00
Meeting Minutes (2 @ 2 hours)	2	2	2		4			4		\$ 600.00
General Coordination (3 months @ 6 hours per month)	6	6	6		18			18		\$ 2,850.00
2.9 - Administration										
General Project Administration (3 months @ 4 hours per month)	8	8	2		2			12	\$ 125.07	\$ 2,285.07
2.10 - Field Support Services										
Field Meetings (4 @ 2 hours)	8	8	8		16			16		\$ 1,940.00
Miscellaneous Design Questions	6	6	16		24			24		\$ 3,900.00
2.11 - Additional Services										
Downtown Traffic Reversal APR from 2013	16	16	34	1	2			54		\$ 8,297.00
New York Street at Broadway Avenue (IL 26) ILS	24	24	72	24	32			152		\$ 20,890.00
Bike Lane Closures and Signals	8	8	32	16	16			56		\$ 7,650.00
Parking Lane Investigation, Exhibits and Coordination	24	24	40	18	8			80		\$ 12,040.00
Parking Layout Changes	4	4	16	12	4			32		\$ 4,200.00
Totals	35	164	405	181	86	2	9	848	\$ 1,200.00	\$ 118,355.00
Rates		\$ 215.00	\$ 130.00	\$ 105.00	\$ 120.00	\$ 425.00	\$ 82.00		\$ 1,200.00	\$ 118,355.00
Fees		\$ 35,250.00	\$ 52,780.00	\$ 19,005.00	\$ 10,320.00	\$ 250.00	\$ 738.00			
Grand Total										\$ 118,553.00

* Indicates new sheets not included in the original agreement. Only new sheets are used in the tabulation of supplemental direct costs.
 ** Accounts for the additional, unexpected effort associated with the significant equipment modifications/relocations as a result of IDOT comments.

Notes Regarding Additional Services:
 1. Two (2) unpaid invoices totaling \$8,297.59 were voided and the associated labor moved to this project per the request of Eric Gault on 10/17/14. The invoices were from the Downer Place/Benton Street two-way conversion project. The PO for that project was closed before the final invoices were issued.
 2. The original agreement for the New York Street two-way conversion project assumed an IDS would not be needed at IL 26. Besides preparation of the IDS, the out-of-scope includes considerable coordination with IDOT and revisions to the plans due to the addition of turn lanes on IL 25.
 3. Not included in original agreement. Out-of-scope work includes the addition of bike signals to the plans as well as the research and coordination with various pavement marking/coloring manufacturers during the development of the specifications and costs.
 4. Out-of-scope work includes cross-section survey and coordination of pavement cores with Rubino, City and IDOT. A pavement design was also developed. Based on the pavement design and core results, HR Green developed a detailed cost analysis and associated typical sections for various cross-slope correction options.
 5. Detailed layout and pavement elevation plans were generated for reverse-angle parking along River Street. Subsequently, the preferred layout along River Street was changed to standard angle parking.

EXHIBIT B - DIRECT COSTS

Lake Street and River Street Traffic Reversal - Supplement #1
City of Aurora
HR Green Job No.: 88130204.01

DATE: 06/25/15

2.3 - Roadway Plans

Printing Costs (bond) = \$0.45 per square foot (sq. ft.)
Reduced Sheets (11"x17") = 1.5 sq. ft.
Full-Size Sheets (22"x34") = 6.0 sq. ft.
Full-Size Mylar Sheets = \$7.50 each

Total Number of Sheets = 19

Pre-final (90%) Submittal

	City	IDOT	Total
Reduced Plan Sets	2	4	6
Full-Size Plan Sets	0	4	4

Subtotal: \$282.15

Final (100%) Submittal

	City	IDOT	Bidders	Total
Reduced Plan Sets	2	4	10	16
Full-Size Plan Sets	1	4	5	10
Full-Size Mylars	0	0	0	0

Subtotal: \$718.20

Total: \$1,000.35

2.4 - Traffic Signal Modification Plans

Total: \$0.00 (Sheet count included in "Roadway Plans" above)

2.6 - Specifications and Estimates

Total: \$0.00 (Adequate number of specifications books include)

2.8 - Meetings and Coordination

Mileage Rate: \$0.565

Destination	Mileage Round-Trip	Number of Trips
HRG (Yorkville) to Aurora City Hall	22	2
HRG (Yorkville) to IDOT District 1	104	0

Total: \$24.86

2.9 - Administration

Postage and Shipping Allowance = \$125.07

Total: \$125.07

2.11 - Phase III Support (Optional)

Mileage Rate: \$0.565

Destination	Mileage Round-Trip	Number of Trips
HRG (Yorkville) to Aurora City Hall	22	4

Total: \$49.72

2.12 - Additional Services

Total: \$0.00

GRAND TOTAL: \$1,200.00