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## VILLAGE OF SUGAR GROVE BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** BRAD MERKEL, DIRECTOR OF PUBLIC WORKS  
BRIAN SCHIBER, VILLAGE ENGINEER  
**SUBJECT:** RESOLUTION: PSA FOR IL 47 AT PARK AVENUE INTERSECTION  
IMPROVEMENTS CONCEPT STUDY  
**AGENDA:** SEPTEMBER 19, 2023, REGULAR BOARD MEETING  
**DATE:** SEPTEMBER 8, 2023

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### ISSUE

Should the Village Board approve the PSA for IL 47 at Park Avenue Intersection Improvements Concept Study.

### DISCUSSION

Staff requested a proposal from HR Green to complete a Concept Study for IL 47 at Park Avenue. Please see the attached proposal that includes the scope of services.

### COST

The cost of the PSA for IL 47 at Park Avenue Intersection Improvements Concept Study with HR Green is estimated at \$34,652.79. There is \$5,000 for this Project included in the FYE 24 Capital Projects Fund (Account 35-53-6303 Engineering). The remaining funds for this total project have been allocated within the Fund Balance of the Infrastructure Fund, they were not budgeted as the project was not moving forward at the time.

### RECOMMENDATION

The Village Board approves Resolution **20230919PW1** authorizing the Director of Public Works to execute an agreement for the PSA for IL 47 at Park Avenue Intersection Improvements Concept Study with HR Green in the amount of \$34,652.79.



RESOLUTION NO. 20230919PW1

**VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH HR  
GREEN FOR PSA FOR IL 47 AT PARK AVENUE INTERSECTION  
IMPROVEMENTS CONCEPT STUDY.**

**WHEREAS**, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to engage the services of HR Green to complete the Il 47 at park Avenue Intersection Improvements Concept Study, and to execute the attached agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between HR Green and the Village of Sugar Grove for the Il 47 at park Avenue Intersection Improvements Concept Study, and to execute the attached agreement.

The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 19th day of September, 2023.

\_\_\_\_\_  
Jennifer Konen, President of the Board  
of Trustees of the Village of Sugar Grove,  
Kane County, Illinois

ATTEST: \_\_\_\_\_  
Alison Murphy, Clerk  
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
President Jennifer Konen	_____	_____	_____	_____



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Illinois Route 47 at Park Avenue Intersection Improvements  
Concept Study**

Mr. Brad Merkel  
Director of Public Works  
Village of Sugar Grove  
601 Heartland Drive  
Sugar Grove, Illinois 60554  
630.391.7230

Anthony P. Simmons, PE  
Regional Director  
HR Green, Inc.  
2363 Sequoia Drive, Suite 101  
Aurora, Illinois 60506  
630.708.5029  
HR Green Project Number: 2303192

August 16, 2023

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THIS **AGREEMENT** is between the VILLAGE OF SUGAR GROVE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

CLIENT desires to convert the existing, full access intersection of Illinois Route 47 (IL 47) and Park Avenue to a partially restricted access intersection to improve safety. The intersection is currently stop-controlled on the minor approaches only. Specifically, raised barrier median/islands would be constructed on the east and west approaches to the intersection, preventing left-turns from Park Avenue onto IL 47 as well as preventing through movements along Park Avenue across IL 47. Channelization in advance of the raised barrier median/islands would be achieved with striping modifications. It is assumed that no modifications along IL 47 would be required. All existing movements originating from IL 47 would be maintained in the proposed condition. Park Avenue is under the jurisdiction of the Village of Sugar Grove and IL 47 is under the jurisdiction of the Illinois Department of Transportation (IDOT). Because IDOT maintains IL 47, any future project would require a permit and processing through the IDOT Bureau of Traffic, Permits Section.

Prior to engaging in the official permitting process and related costs, CLIENT intends to hire COMPANY to analyze the traffic impact of the proposed access modifications, develop concept geometry for illustration on exhibits to support the traffic analysis, and coordinate with IDOT to seek general concurrence on the concept. This AGREEMENT will be funded exclusively with local funds by CLIENT.

The engineering services governed by this AGREEMENT will generally consist of the development of a Traffic Impact Analysis for the reconfigured, partially restricted access intersection of IL 47 and Park Avenue. Additional professional services include surveying services, obtaining traffic counts/data, capacity analyses, the development of concept geometry for the proposed improvements, software simulation to model truck turning movements in the proposed condition, a concept-level opinion of probable construction costs, meetings, and coordination. Coordination is assumed to be necessary with CLIENT, IDOT, and the Chicago Metropolitan Agency for Planning (CMAP). The desired endpoint for this AGREEMENT is gaining concurrence from IDOT to move forward with detailed engineering, at which point a new AGREEMENT would be required to continue to the next stage of the project with additional engineering services.

### 1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT Bureau of Local Roads and Streets (BLRS) Manual;
- B. IDOT Bureau of Design and Environment (BDE) Manual;
- C. Highway Capacity Manual (HCM); and
- D. Village of Sugar Grove Ordinances (as applicable).



## **2.0 Scope of Services**

CLIENT agrees to employ COMPANY to perform the following services:

### **2.1 Survey Services**

#### **A. Right-of-Way Survey**

COMPANY will survey the existing visible right-of-way (ROW) evidence for approximately 500 feet along IL 47 and 500 feet along Park Avenue. COMPANY will calculate the existing ROW as shown on the provided ROW documents and/or adjacent recorded plats of subdivision to include on the base map.

#### **B. Roadway Topographic Survey**

The roadway topographic survey will include the area lying between the edge of paved shoulders along the outer edges of IL 47, and the area lying between the back of curb along the outer edges of Park Avenue, within the study limits. The study limits along IL 47 extend from the back of the storage bay for the southbound to westbound right-turn lane on the north approach, to the back of the storage bay for the northbound to eastbound right-turn lane on the south approach (500 feet in length). The study limits along Park Avenue extend from the back of the storage bay for the eastbound to northbound left-turn lane on the west approach, to the back of the storage bay for the westbound to southbound left-turn lane on the east approach (500 feet in length).

The survey will include visible existing above-ground features and improvements only. Existing utilities will be surveyed from visible flags or markings. Storm sewer, sanitary sewer, and water main structures will be surveyed, including rim elevations. However, invert pipe size, direction, and elevation will not be surveyed. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011). The elevations will be based upon NAVD88 or local benchmarks. COMPANY will not locate any features outside the existing paved surface and curbs, including existing trees.

#### **C. Topographic Survey Base Map**

COMPANY will generate a MicroStation Open Roads Designer (ORD) drawing/base map of the existing features collected within the study limits defined above, according to IDOT standards. A terrain model with one (1) foot contours will be generated with the elevations referenced to NAVD88 (US Survey Feet).

## 2.2 Traffic Impact Analysis (TIA)

### A. Traffic Data and CMAP Coordination

COMPANY, through a vendor, will obtain one (1) set of 24-hour weekday traffic counts and one (1) set of 3-hour Saturday traffic counts at the following locations:

- IL 47 at Park Avenue;
- IL 47 at Galena Boulevard; and
- IL 47 at Bliss Road/Wheeler Road.

These traffic counts will include all turning movements and classifications of autos, multi-unit vehicles, and pedestrians. The traffic counts will also produce current Average Daily Traffic (ADT) volumes, which will be utilized to solicit 2050 traffic forecast data from CMAP.

### B. Existing and Future Turning Movement Volumes

COMPANY will utilize the CMAP forecast data and the current turning movement volumes to estimate the 2050 Design Hour Volumes (DHVs) for the study intersections listed above. As part of this item, COMPANY will develop turning movement diagrams for the weekday AM, weekday PM, and Saturday peak hours for the existing and 2050 total traffic, for each intersection. This task will also include re-assigning turning traffic that will be restricted by the newly proposed  $\frac{3}{4}$ -access in the build scenario.

### C. Existing and Future Capacity Analyses

COMPANY will perform existing and 2050 capacity analyses for the three (3) intersections for the weekday AM, weekday PM, and Saturday peak hours, using Synchro 11 software.

### D. Draft TIA Technical Memorandum

COMPANY will document the findings and recommendations of the study in a draft technical memorandum. Copies of the draft memorandum will be provided to CLIENT and IDOT for review and comment.

### E. Final TIA Technical Memorandum

COMPANY will compile any review comments made on the draft memorandum and make reasonable revisions. The final memorandum will be provided to CLIENT and IDOT for review and approval.

## 2.3 Concept Geometry

COMPANY will develop concept-level horizontal geometry and depict it on preliminary plan sheets (11" x 17" at 50-scale) for the following:

- Park Avenue restricted/partial access west approach to IL 47 (1 sheet); and
- Park Avenue restricted/partial access east approach to IL 47 (1 sheet).

Truck turn modeling using AutoTURN software simulation is included in this task for the WB-65 design vehicle. It is assumed that no modifications along IL 47 will be required to implement the proposed improvements and, as such, development of geometry on IL 47 is excluded from this AGREEMENT. Additionally, only horizontal geometry is included in this task; no vertical geometry will be developed or analyzed for the purposes of this concept-level study.

Five (5) copies of the concept geometry will be submitted to CLIENT and IDOT along with the draft and final TIA technical memorandums. It is assumed that only two (2) submittals will be necessary to obtain IDOT approval of the concept geometry.

A concept-level opinion of probable construction costs will also be developed for CLIENT's use in high-level budgeting. This will be prepared once, with the final submittal of the concept geometry after review comments from CLIENT and IDOT have been addressed. No revisions to the estimate are included in this AGREEMENT.

## 2.4 Meetings and Coordination

COMPANY will attend the following meetings:

- A. Two (2) meetings in-person at CLIENT (1 person); and
- B. One (1) meeting held in a virtual format with IDOT (2 people).

COMPANY will conduct general coordination throughout the project with CLIENT and IDOT, in an effort to obtain their approval of the TIA and concept geometry. This item includes, but is not limited to: letters, telephone, e-mail correspondence, and filing of information. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the in-person meetings.

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





### **3.0 Deliverables and Schedules Included in this Agreement**

- 3.1 The following deliverables will be generated for this project and are included in the AGREEMENT:
- A. Traffic Impact Analysis (TIA) Technical Memorandum (Draft and Final);
  - B. Concept Horizontal Geometry (Draft and Final); and
  - C. Concept-level Opinion of Probable Construction Costs.
- 3.2 Due to the uncertainty regarding IDOT review/response timeframes, no schedule has been included in this AGREEMENT. However, COMPANY understands time is of the essence due to the safety concerns at the intersection.

### **4.0 Items not included in Agreement/Supplemental Services**

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

- A. Topographic Survey Beyond the Back of Curb or Edge of Shoulder;
- B. Tree Survey;
- C. Plats of Easement, Plat of Highways, and/or Legal Descriptions;
- D. Land Acquisition Services;
- E. Traffic Impact Study (TIS) Report;
- F. Vertical Alignment Design and Analysis;
- G. Geometric Design Along IL 47;
- H. Intersection Design Studies (IDS);
- I. Environmental Studies;
- J. Public Involvement, Including Public Information Meetings;
- K. Project Development Report (PDR);
- L. Drainage Design and/or Report;
- M. Contract Plans and Specifications;
- N. Environmental and Regulatory Agency Coordination;
- O. Permits and/or Permit Applications;
- P. Utility Coordination;
- Q. Phase I (Preliminary) Engineering;
- R. Phase II (Design) Engineering;
- S. Phase III (Construction) Engineering, Inspection, and Observation; and
- T. Attendance at any meetings not specifically indicated herein.

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

### **5.0 Services by Others**

The traffic counts/data will be provided by Quality Counts, LLC (see Exhibit C).



## 6.0 Client Responsibilities

CLIENT will furnish and/or facilitate the furnishing of the latest conceptual design for the partially restricted access configuration on Park Avenue at IL 47.

## 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 salaried rates are subject to change annually. 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 in accordance with the Illinois Prompt Payment Act. If any invoice is not paid within 60 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.

### 7.3 Extra Services

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

### 7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the 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 material basis with a Not to Exceed fee of \$34,652.79 as detailed in Exhibit A.**



## 8.0 Terms and Conditions

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

### 8.1 Standard of Care

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

### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

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

### 8.4 Suspension of Services

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

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

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

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

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not

terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following

completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

#### 8.16 Reuse of Documents

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

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

#### 8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

#### 8.18 Opinion of Probable Construction Cost

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

#### 8.19 Design Information in Electronic Form

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

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during

which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

#### 8.20 Information Provided by Others

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

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

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

#### 8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; 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.

#### 8.22 Job Site Visits and Safety

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

#### 8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide



professional 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. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

#### 8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including 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.

#### 8.27 Design Without Construction Observation

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




8.29 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

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.

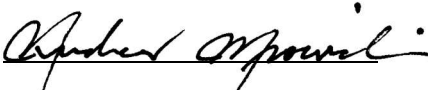
Sincerely,

HR GREEN, INC.

  
\_\_\_\_\_  
Anthony P. Simmons, PE  
Regional Director – Transportation

Approved by:

Printed/Typed Name:

  
\_\_\_\_\_  
Andrew Mrowicki, PE

Title: President

Date:

August 16, 2023

VILLAGE OF SUGAR GROVE

Accepted by:

Printed/Typed Name:

Title:

Date:



Illinois Route 47 at Park Avenue Intersection Improvements - Concept Study  
Village of Sugar Grove  
HR Green Project Number: 2303192

**DATE: 08/16/23**

[illegible]

Assumptions:

1. ROW/Topographic survey includes IL 47 and Park Avenue approaches. No surrounding areas beyond the existing ROW will be surveyed.
2. A full Traffic Impact Study is assumed to not be necessary. This estimate is based on a more concise TIA Technical Memorandum format.
3. Concept geometry will only be developed for the east and west approaches to the intersection of IL 47 and Park Avenue to accommodate the new 3/4 access configuration. It is assumed that no modifications will be needed on the north and south approaches.

## **EXHIBIT B (DIRECT COSTS)**

### **Illinois Route 47 at Park Avenue Intersection Improvements - Concept Study Village of Sugar Grove HR Green Project Number: 2303192**

**DATE: 08/16/23**

#### **2.1 Survey Services**

Mileage Rate: \$0.655

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	12	3

Mileage: \$23.58

**Subtotal: \$23.58**

#### **2.2 Traffic Impact Analysis**

Weekday Traffic Data (Quality Counts)	\$ 4,780.00	3 intersections, 24-hour counts
Saturday Traffic Data (Quality Counts)	\$ 955.00	3 intersections, 11am-2pm Saturday

**Subtotal: \$5,735.00** Quality Counts estimate

#### **2.3 Concept Geometry**

Printing Costs (bond) = \$0.45 per square foot (sq. ft.)

Reduced Sheets (11"x17") = 1.3 sq. ft.

Full-Size Sheets (22"x34") = 5.2 sq. ft.

Full-Size Mylar Sheets = \$7.50 each

Total Number of Sheets = **2**

##### **Pre-Final Submittal**

	CLIENT	IDOT	Utilities	Total
Reduced Size Exhibits	5	5		10

Subtotal: \$11.70

##### **Final Submittal**

	CLIENT	IDOT	Utilities	Total
Reduced Size Exhibits	5	5		10

Subtotal: \$11.70

**Subtotal: \$23.40**

## **EXHIBIT B (DIRECT COSTS)**

Illinois Route 47 at Park Avenue Intersection Improvements - Concept Study  
Village of Sugar Grove  
HR Green Project Number: 2303192

### **2.4 Meetings and Coordination**

Mileage Rate: \$0.655

Destination	Mileage Round-Trip	Number of Trips	
HRG (Aurora) to Client	15	2	
HRG (Aurora) to IDOT D1	80	0	(assume virtual)

Mileage: \$19.65

Postage and Shipping Allowance \$ 100.00

**Subtotal: \$119.65**

<b>TOTAL: \$5,901.63</b>
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## EXHIBIT C

## ESTIMATE



DET:IL

BILL TO : HR Green  
 30 S Wacker Dr, 22nd Floor  
 Chicago, IL 60606  
 (800) 728-7805

CLIENT PROJECT # : 2303192

ESTIMATE DATE : 8/9/2023

ORDER DATE : 8/8/2023

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
162962	IL 47 at E Park Ave	PWP	Ted Yelton

QTY	DESCRIPTION	RATE	TOTAL
<b>1</b>	<b>Standard-Turn Count</b>	\$235.00	\$235.00
	1 Location(s) for time period(s): 11:00 AM -- 2:00 PM-(Saturday) - 3 Hrs.		
	-State Rte 47--E Park Ave, Sugar Grove, IL		
<b>1</b>	<b>Standard-Turn Count</b>	\$1,060.00	\$1,060.00
	1 Location(s) for time period(s): 12:00 AM -- 12:00 AM-(Midweek) - 24 Hrs.		
	-State Rte 47--E Park Ave, Sugar Grove, IL		
<b>2</b>	<b>High Volume-Turn Count</b>	\$360.00	\$720.00
	2 Location(s) for time period(s): 11:00 AM -- 2:00 PM-(Saturday) - 3 Hrs.		
	-State Rte 47--E Galena Blvd, Sugar Grove, IL		
	-State Rte 47--Bliss Rd, Sugar Grove, IL		
<b>2</b>	<b>High Volume-Turn Count</b>	\$1,860.00	\$3,720.00
	2 Location(s) for time period(s): 12:00 AM -- 12:00 AM-(Midweek) - 24 Hrs.		
	-State Rte 47--E Galena Blvd, Sugar Grove, IL		
	-State Rte 47--Bliss Rd, Sugar Grove, IL		
		<b>TOTAL</b>	<b>\$5,735.00</b>

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC  
 15615 SW 74th Ave #100  
 Tigard, OR 97224  
 (877) 580-2212  
 qualitycounts.net

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