
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS
SUBJECT: RESOLUTION: AUTHORIZING PSA FOR PROFESSIONAL PRELIMINARY & DESIGN ENGINEERING SERVICES FOR DUGAN ROAD RESURFACING STP PROJECT – HR GREEN
AGENDA: JANUARY 21, 2025, REGULAR VILLAGE BOARD MEETING
DATE: JANUARY 13, 2025

ISSUE

Should the Village Board approve a resolution with HR Green for the Professional Preliminary & Design Engineering Services for Dugan Road Resurfacing STP Project.

DISCUSSION

The Surface Transportation Program (STP) provides funding to municipalities for projects on the Federal-Aid Highway System. At the last Kane/Kendall Council of Mayors (KKCOM) a representative from CMAP indicated there is approximately \$200 million of “Leftover” STP funds and encouraged local municipalities to move any projects forward to increase the chances of receiving funding. About every three years, the Council has a call for all eligible projects. Dugan Road Resurfacing has been submitted for STP funding and to make the project more eligible for funding staff recommends completing the Preliminary & Design Engineering at this time, however there is no guarantee we will receive STP funding.

Projects approved for STP funding are eligible for a match ratio of 75% of the construction and construction engineering costs. Preliminary & Design Engineering would be funded 100% by the Village.

Attached for your review is the proposal from HR Green. to provide Professional Preliminary and Design Engineering Services for the Dugan Road Resurfacing STP Project from South of Fays Lane to Wheeler Road.

COST

The total cost for the Professional Preliminary & Design Engineering Services for Dugan Road Resurfacing STP Project is \$53,660.28. The FYE 26 Infrastructure Fund, account

number 35-53-6303: Engineering Services will include \$53,660.28 for the Dugan Road Resurfacing STP Project.

RECOMMENDATION

The Village Board approves Resolution # **20250121PW2** authorizing an agreement with HR Green for the Professional Preliminary & Design Engineering Services for Dugan Road Resurfacing STP Project.



RESOLUTION NO. 20250121PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH
HR GREEN FOR THE PROFESSIONAL PRELIMINARY & DESIGN
ENGINEERING SERVICES FOR DUGAN ROAD RESURFACING STP
PROJECT.**

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 provide professional preliminary & design engineering services for Dugan Road resurfacing STP project 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 to provide professional preliminary & design engineering services for Dugan Road resurfacing STP project. 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 21st day of January, 2025.

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

ATTEST: _____
Tracey Conti, Clerk
Village of Sugar Grove

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



PROFESSIONAL SERVICES AGREEMENT

For

**Dugan Road Resurfacing (LAFO)
Phase I and II Engineering**

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

Mr. Anthony P. Simmons, P.E.
Regional Director – Transportation
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, IL 60506
HR Green Project Number: 2304000

December 5, 2024

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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 perform asphalt milling and resurfacing on Dugan Road, from south of Fays Lane to north of Wheeler Road at the Village corporate limits. Within this segment, there will be an omission excluded from the project encompassing the newer pavement from the south leg of the Granart Road roundabout to the north leg of the intersection at US Route 30. The length of the proposed improvements, net the omission, is approximately 9,500 feet. Dugan Road is under the jurisdiction of the Village of Sugar Grove.

CLIENT is seeking Phase I and II engineering services for this project from a consultant that is prequalified with IDOT. CLIENT is pursuing Surface Transportation Program (STP) funds via the Kane/Kendall Council of Mayors (KKCOM) for the construction phase of the project. As such, the requirements of the IDOT Bureau of Local Roads and Streets (BLRS) Manual will be followed during the development of the Phase I report and the Phase II contract plans, specifications, and estimates (PS&E).

KKCOM has recommended the programming of this project onto its FFY 2025-2029 contingency list. The project will be eligible to enter the active program should other projects drop off or additional funding become available. CLIENT can improve the ranking of this project on the contingency list through the completion of Phase I and II engineering. Completion of Phase I and II engineering will essentially make the project 'shovel-ready' and therefore increase the likelihood of its selection to the KKCOM active program.

The KKCOM STP program funds the construction phase of asset management projects (resurfacing) at a federal funding/local match ratio of 75/25, up to a maximum of \$750,000. CLIENT will use 100 percent local funding for the Phase I and II engineering services, and this local funding will not include any Motor Fuel Tax (MFT) dollars.

In general, this AGREEMENT governs the Phase I and II engineering services that are required for the roadway resurfacing improvements on Dugan Road from south of Fays Lane to north of Wheeler Road, less the omission as defined above. COMPANY will develop a report and contract documents and coordinate with IDOT BLRS to obtain approvals for a Local Agency Functional Overlay (LAFO) project. The contract documents will be included on an IDOT letting for advertisement and award to a contractor. A letting in late 2025 or early 2026 will be targeted for potential construction during 2026, pending availability of STP funds within the FFY 2025-2029 active program that is administered by KKCOM.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT Standard Specifications for Road and Bridge Construction (latest edition);
- B. IDOT BLRS Manual Chapter 46-3 for LAFO projects;
- C. Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways; and
- D. Local Village of Sugar Grove ordinances and standards, as applicable.



It is assumed that the improvements will be constructed within the existing right-of-way (ROW) and easements; therefore, Plats of Highway (POH) and ROW acquisition services are not included in this AGREEMENT.

There are no known drainage issues along the project corridor that require correction as part of the proposed improvements. As such, there are no pipe culverts or storm sewer to be replaced, or ditch grading needed as part of the project.

It is assumed that the various applicable IDOT Highway Standards will be used for traffic control and protection during construction; therefore, detailed maintenance of traffic (MOT) plans and/or detour plans will not be required and are not included in this AGREEMENT.

The improvements will occur entirely within existing municipal ROW or property, from edge of shoulder/curb to edge of shoulder/curb. No improvements will occur within the State's ROW. The project will be gapped if/when intersecting with a State route.

Phase I and II engineering services will be performed expeditiously and concurrently by COMPANY to target construction in 2026. It is understood, however, that construction may get pushed out to as far as 2029, depending on funding availability.

The scope of services to be performed by COMPANY shall be completed in accordance with generally accepted standards of practice and shall include the services necessary to complete the following tasks:

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Phase I Engineering

The work will consist of the Phase I engineering tasks that are needed for a LAFO Approval (BLR 46300) that fulfills the requirements for processing and funding of the project by CLIENT, IDOT, and the Federal Highway Administration (FHWA). COMPANY will also complete and submit the Project Program Information (PPI) form to IDOT. The Phase I engineering study will evaluate the proposed improvements, establish the preferred typical sections for hot-mix asphalt (HMA) milling and resurfacing, develop anticipated construction costs, and provide coordination with the appropriate jurisdictional agencies.

- A. COMPANY will perform a field review of the project corridor. This task includes preparation of materials for a field exam, participation in the field exam to review the existing conditions, photographic documentation, and assessing how the proposed work may affect the project corridor. For budgetary purposes, it is assumed that two (2) staff members from COMPANY will attend the field exam.
- B. COMPANY will complete the LAFO form (BLR 46300) with the necessary supporting exhibits. The exhibits will consist of a project location map, typical sections, and a letter from CLIENT confirming there are no drainage issues within the project limits. COMPANY will assist CLIENT in composing the drainage letter for printing on Village letterhead and inclusion in the Phase I documentation.
- C. COMPANY will develop existing and proposed typical sections and a preliminary opinion of probable construction costs for the pavement resurfacing and any ancillary improvements needed to complete the project within the corridor.

- D. COMPANY will initiate the utility coordination process during preliminary design engineering by submitting a JULIE design stage ticket. COMPANY will follow up by sending electronic preliminary plans to the various private utility companies. This coordination will allow the utilities to provide atlas maps and notify the design team of any potential conflicts.
- E. COMPANY will integrate the project data and engineering studies into a Phase I engineering report (LAFO form BLR 46300) that meets IDOT requirements. The Phase I engineering report and necessary attachments will be submitted to CLIENT and IDOT for approval. The report will show that the proposed asphalt resurfacing is consistent with CLIENT, IDOT, and FHWA objectives and will be designed and constructed in accordance with IDOT policies and criteria. The report will include documentation of the Phase I engineering study and required attachments to receive IDOT approval.

2.2 Phase II Engineering

COMPANY will prepare a set of contract plans for the proposed roadway resurfacing improvements as defined within the limits described above in the Project Understanding. The plans will be submitted to CLIENT for review and concurrence at the 90% and 100% milestones. The plans will also need to be submitted to IDOT District One for review and approval at the 90% and 100% milestones. Time is included for revisions, disposing of comments, and coordination with IDOT specific to the contract plans. The following will be provided as part of the contract plans for this project:

| Item | No. of Sheets |
|---|---------------|
| Cover Sheet / Index of Sheets | 1 |
| General Notes / List of Highway Standards | 1 |
| Summary of Quantities* | 2 |
| Typical Sections / HMA Mix Table | 2 |
| Schedule of Quantities** | 1 |
| Pavement Schedule / Driveway Schedule** | 1 |
| Pavement Marking Schedule** | 1 |
| Resurfacing & Striping Plans | 4 |
| IDOT District One and Miscellaneous Details | 4 |
| Total No. of Sheets | 17 |

* Includes the separation of Federal funding codes and associated pay items/quantities.

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

Detailed landscaping plans are not included in this AGREEMENT. Landscaping along the project corridor will consist only of a combination of seeding and fertilizer to restore disturbed areas. No ornamental planting beds and/or irrigation systems will be provided.

COMPANY will retain the services of a geotechnical subconsultant to conduct up to six (6) pavement cores on Dugan Road to determine the existing pavement (asphalt and aggregate) thickness, subgrade moisture contents, and subgrade characteristics. The geotechnical investigation will be conducted to define subgrade soil conditions and provide recommendations for the resurfacing improvements.

Due to the nature of the work that is proposed on this project (resurfacing), the volume of excavation that will be generated during construction is expected to be minimal, if any. As such, the plans will designate an area where any spoils can be spread onsite within the existing ROW. Because there will be no soil haul-off, there will be no need to perform soil sampling and/or laboratory analysis to determine whether excavated materials are suitable for disposal at a Clean Construction or Demolition Debris (CCDD) facility. Likewise, preparation of LPC Form 662 and/or 663 from the Illinois Environmental Protection Agency (IEPA) is not included in this AGREEMENT.

2.3 Specifications

COMPANY will perform a pavement design utilizing the IDOT BLRS Manual. The overall pavement design will be based on estimated traffic volumes.

COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:

- A. Supplemental Specifications and Recurring Special Provisions;
- B. Project Specific Special Provisions (including applicable District One special provisions and any others that may be required by CLIENT);
- C. Bureau of Local Roads and Streets (BLRS) Special Provisions; and
- D. Bureau of Design and Environment (BDE) Special Provisions.

Because the area of disturbance is anticipated to be less than one (1) acre, a Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) will not be required, as per the requirements of the National Pollutant Discharge Elimination System (NPDES), established by IEPA.

2.4 Estimates

COMPANY will prepare the following estimates for the project and submit to CLIENT and IDOT for review and concurrence at the 90% and 100% milestones:

- A. Engineer's Opinion of Probable Cost (EOPC). These costs will be estimated using pay items and the most recent historical unit prices available for the area. Lump sum pay items will each require a separate detailed breakdown of the estimated costs contained within the overall respective pay item.
- B. Estimate of Time (EOT). The duration of major construction tasks will be estimated based on generally accepted rates of production for construction crews as defined in the IDOT BDE Manual. These durations will be used to calculate an estimated number of working days required to complete construction of the proposed improvements.

2.5 Quality Assurance and Quality Control

COMPANY will provide Quality Assurance and Quality Control (QA/QC) 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 and rating of subconsultants, and monitoring of deliverables.

2.6 Meetings and Coordination

Multiple coordination meetings with CLIENT and/or IDOT will be required during the design of the project. COMPANY will coordinate the meeting times and locations with the attendees. Time is also included for meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings as applicable. Attendance at the following meetings are included in this AGREEMENT:

- A. Two (2) persons from COMPANY will attend up to one (1) Phase I kickoff meeting with IDOT via video conference call;
- B. Two (2) persons from COMPANY will attend up to one (1) Phase I review meeting with CLIENT at Village offices;
- C. Two (2) persons from COMPANY will attend up to one (1) Phase II kickoff meeting with IDOT via video conference call; and
- D. Two (2) persons from COMPANY will attend up to one (1) Phase II review meeting with CLIENT at Village offices.

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

COMPANY will conduct utility coordination as necessary to complete the District One Special Provision for Status of Utilities to be Adjusted. This will include conducting initial outreach with all utilities identified in the JULIE design stage ticket; gathering atlases and drafting approximate utility locations into the CADD base design files; performing a preliminary utility conflict analysis; submitting plans to utilities at the 90% and 100% milestones; refining utility drawings based on additional information received from utilities; routine correspondence with various utilities throughout the duration of the project; and documentation for preparation of the Special Provision.

COMPANY will also assist CLIENT with completing the quarterly status report documentation that is required by KKCOM as a condition of remaining included in the STP program, whether on the contingency list or in the active program.

2.7 Administration

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



3.0 Deliverables and Schedules Included in this AGREEMENT

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

- A. Project Program Information (PPI) form;
- B. LAFO form BLR 46300 and supporting documentation;
- C. Contract plans, specifications, and estimates (PS&E);
- D. Up to six (6) pavement cores;
- E. Pavement design; and
- F. Meeting minutes of all meetings attended.

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 that may be required above this estimate.

This AGREEMENT is based on an assumed project duration of eight (8) months, commencing with COMPANY's receipt of a fully executed AGREEMENT and 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. Topographic survey and/or planimetric survey;
- B. Plat of Survey/Topography;
- C. Tree inventory and/or species determination;
- D. Survey of subsurface utilities;
- E. Land acquisition services;
- F. Plat of Dedication/Highways/Easement and/or legal descriptions;
- G. Improvements within State ROW;
- H. Traffic counts;
- I. Intersection Design Studies (IDS);
- J. Project Development Report (PDR);
- K. Wetland delineation, wetland report, and/or Wetland Impact Evaluation (WIE);
- L. Ecological Compliance Assessment Tool (EcoCAT);
- M. Environmental Survey Request (ESR);
- N. Preliminary Environmental Site Assessment (PESA);
- O. Preliminary Site Investigation (PSI);
- P. Detention analysis and/or drainage design (storm sewers, culverts, etc.);
- Q. Regulated substances sampling, testing, and/or documentation;
- R. CCDD sampling, testing, and/or documentation (LPC Forms 662 and/or 663);
- S. Roadway profile and/or cross section drawings;
- T. MOT plans, detour plans, and/or attendance at IDOT Detour Committee meetings;
- U. Landscaping plans;



- V. ADA sidewalk ramp details;
- W. SWPPP and/or NOI;
- X. Public involvement meetings with stakeholders and/or the general public;
- Y. RFI responses during bidding and/or construction;
- Z. Construction layout and/or construction observation (Phase III);
- AA. Construction material testing services; and
- BB. Any permits not specifically included herein above.

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

5.0 Services by Others

Geotechnical services, including pavement cores and subgrade analysis, will be performed by Midland Standard Engineering & Testing, Inc. (MSET).

6.0 Client Responsibilities

CLIENT will conduct all stakeholder outreach necessary for construction impacts and general project coordination. CLIENT will assist in providing official letters on Village letterhead for the drainage history letter and utility correspondence. CLIENT will also participate in project design reviews and provide written comments; assist in coordination with IDOT, FHWA, and other local agencies as needed; and provide available record drawings and other information on existing roadways and utilities.

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 hourly 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 CLIENT, and without liability whatsoever to 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

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 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.

8.26 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.



8.27 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.28 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.

Jeffrey R. Stanko, P.E.
Sr. Project Manager – Transportation

Approved by:

Printed/Typed Name: Anthony P. Simmons, P.E.

Title: Regional Director – Transportation Date: 12/5/2024

VILLAGE OF SUGAR GROVE

Accepted by:

Printed/Typed Name: Brad Merkel

Title: Director of Public Works Date: _____

DATE: 12/05/24

| Task | SHEETS | Simmons Regional Director | Stanko Senior PM | Wedwick PE I | Hortega Constr Tech IV | Miller Design Tech III | McCurley PC Analyst I | Total | Direct Costs | Total Fee | | |
|---|--------|------------------------------|---------------------|-----------------|---------------------------|---------------------------|--------------------------|-------|--------------|--------------|--------------|-----|
| 2.1 Phase I Engineering | | 0 | 10 | 14 | 0 | 8 | 0 | 32 | \$ 13.40 | | \$ 5,519.13 | 32 |
| Field Review (1 @ 4 hours, 2 persons) | | | 4 | 4 | | | | 8 | | \$ 1,582.21 | | |
| LAFO Form BLR 46300 | | | | 2 | | | | 2 | | \$ 284.15 | | |
| Location Map | | | | | | 2 | | 2 | | \$ 245.47 | | |
| Draft Village Drainage Letter | | | 2 | | | | | 2 | | \$ 506.95 | | |
| Typical Sections | | | | | | 6 | | 6 | | \$ 736.42 | | |
| Develop Preliminary Cost Estimate | | | 2 | 4 | | | | 6 | | \$ 1,075.26 | | |
| JULIE Design Stage Ticket | | | | 2 | | | | 2 | | \$ 284.15 | | |
| Compile Report and Coordinate Submittals | | | 2 | 2 | | | | 4 | | \$ 791.11 | | |
| | | | | | | | | | | | | |
| 2.2 Phase II Engineering | | 0 | 22 | 50 | 0 | 62 | 0 | 134 | \$ 3,385.78 | | \$ 23,675.77 | 134 |
| Cover Sheet / Index of Sheets - 4 hrs/sheet | 1 | | 2 | | | 2 | | 4 | | \$ 752.43 | | |
| General Notes / List of Highway Standards - 4 hrs/sheet | 1 | | | 2 | | 2 | | 4 | | \$ 529.63 | | |
| Summary of Quantities - 10 hr/sheet* | 2 | | 4 | 8 | | 8 | | 20 | | \$ 3,132.41 | | |
| Typical Sections / HMA Mix Table - 8 hrs/sheet | 2 | | 2 | 4 | | 10 | | 16 | | \$ 2,302.63 | | |
| Schedule of Quantities - 12 hrs/sheet** | 1 | | 2 | 6 | | 4 | | 12 | | \$ 1,850.36 | | |
| Pavement Schedule / Driveway Schedule - 12 hrs/sheet** | 1 | | 2 | 6 | | 4 | | 12 | | \$ 1,850.36 | | |
| Pavement Marking Schedule - 12 hrs/sheet** | 1 | | 2 | 6 | | 4 | | 12 | | \$ 1,850.36 | | |
| Resurfacing & Striping Plans (1" = 50', dual pane) - 12 hrs/sheet | 4 | | 6 | 18 | | 24 | | 48 | | \$ 7,023.92 | | |
| IDOT District One & Miscellaneous Details - 1 hr/sheet | 4 | | | | | 4 | | 4 | | \$ 490.95 | | |
| Geotechnical Investigations (Pavement Cores & Subgrade Analysis) | | | 2 | | | | | 2 | | \$ 506.95 | | |
| 17 | | | | | | | | | | | | |
| 2.3 Specifications | | 0 | 8 | 16 | 0 | 0 | 0 | 24 | \$ 20.00 | | \$ 4,321.03 | 24 |
| Pavement Design | | | 2 | 2 | | | | 4 | | \$ 791.11 | | |
| Supplemental Specs and Recurring SPs | | | | 2 | | | | 2 | | \$ 284.15 | | |
| Project Specific SPs | | | 2 | 8 | | | | 10 | | \$ 1,643.56 | | |
| BLR SPs | | | 2 | 2 | | | | 4 | | \$ 791.11 | | |
| BDE SPs | | | 2 | 2 | | | | 4 | | \$ 791.11 | | |
| | | | | | | | | | | | | |
| 2.4 Estimates | | 0 | 4 | 8 | 0 | 0 | 0 | 12 | \$ - | | \$ 2,150.52 | 12 |
| EOPC | | | 2 | 8 | | | | 10 | | \$ 1,643.56 | | |
| EOT | | | 2 | | | | | 2 | | \$ 506.95 | | |
| | | | | | | | | | | | | |
| 2.5 Quality Assurance and Quality Control | | 4 | 6 | 0 | 6 | 0 | 0 | 16 | \$ - | | \$ 3,770.01 | 16 |
| QA/QC (90%) | | 2 | 4 | | | | | 6 | | \$ 1,560.11 | | |
| QA/QC (100%) | | 2 | 2 | | | | | 4 | | \$ 1,053.16 | | |
| Constructability Review | | | | | 6 | | | 6 | | \$ 1,156.74 | | |
| | | | | | | | | | | | | |
| 2.6 Meetings and Coordination | | 14 | 24 | 6 | 0 | 4 | 0 | 48 | \$ 20.10 | | \$ 11,270.36 | 48 |
| Phase I Kickoff Meeting, Virtual with IDOT (1 @ 1 hour, 2 persons) | | 1 | 1 | | | | | 2 | | \$ 526.58 | | |
| Review Meeting at CLIENT (1 @ 1 hours, 2 persons) | | 1 | 1 | | | | | 2 | | \$ 526.58 | | |
| | | | | | | | | 0 | | \$ - | | |
| Phase II Kickoff Meeting, Virtual with IDOT (1 @ 1 hour, 2 persons) | | 1 | 1 | | | | | 2 | | \$ 526.58 | | |
| Review Meeting at CLIENT (1 @ 1 hours, 2 persons) | | 1 | 1 | | | | | 2 | | \$ 526.58 | | |
| | | | | | | | | 0 | | \$ - | | |
| Meeting Preparation, Minutes, and Travel Time (4 meetings @ 3 hours each) | | 6 | 6 | | | | | 12 | | \$ 3,159.47 | | |
| General Coordination (8 months @ 1 hour per month) | | 2 | 6 | | | | | 8 | | \$ 2,067.06 | | |
| Utility Coordination | | | 2 | 6 | | 4 | | 12 | | \$ 1,850.36 | | |
| KKCOM Coordination and Documentation | | 2 | 6 | | | | | 8 | | \$ 2,067.06 | | |
| | | | | | | | | | | | | |
| 2.7 Administration | | 0 | 8 | 0 | 0 | 0 | 8 | 16 | \$ 100.00 | | \$ 2,953.47 | 16 |
| Document Management (8 months @ 0.5 hours per month) | | | 2 | | | | 2 | 4 | | \$ 713.37 | | |
| Budget, Cost Control and Tracking (8 months @ 0.5 hours per month) | | | 2 | | | | 2 | 4 | | \$ 713.37 | | |
| Monthly Progress Reports, Invoicing and Billing (8 months @ 1 hour per month) | | | 4 | | | | 4 | 8 | | \$ 1,426.73 | | |
| | | | | | | | | | | | | |
| Total | | 18 | 82 | 94 | 6 | 74 | 8 | 282 | \$ 3,539.28 | \$ 50,121.00 | \$ 53,660.28 | 282 |
| Multiplier Rate | | \$ 273.10 | \$ 253.48 | \$ 142.08 | \$ 192.79 | \$ 122.74 | \$ 103.21 | | | | | |
| Fee | | \$ 4,915.83 | \$ 20,785.06 | \$ 13,355.18 | \$ 1,156.74 | \$ 9,082.53 | \$ 825.66 | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | Grand Total | \$ 53,660.28 | |

* Includes the separation of Federal funding codes and associated pay items/quantities.
** Includes the tabulation and checking of quantities for applicable pay items.

- Assumptions:
- The proposed limits of construction are assumed to be 9,500' in length, from South of Fays Lane to North of Wheeler Road (Village Limits).
 - There is an omission through the newer pavement from the south leg of the Granart Road roundabout to the north leg of US 30. This omission is accounted for in the length listed above.
 - It is assumed that all improvements can be constructed under live traffic with traffic control as per State Highway Standards (no MOT or Detour plans).
 - Resurfacing & Striping Plan sheets to display up to 3,000 feet of roadway each at 50-scale, dual pane.
 - No cross-section sheets will be provided as scope is resurfacing only.
 - Overall 8 month project duration assumed.

EXHIBIT B (DIRECT COSTS)

Dugan Road Resurfacing (LAFO)
Village of Sugar Grove, IL
HR Green Project Number: 2304000

DATE: 12/05/24

2.1 Phase I Engineering

Mileage Rate: \$0.670

| Destination | Mileage Round-Trip | Number of Trips |
|------------------------------|-----------------------|--------------------|
| HRG (Aurora) to Project Site | 20 | 1 |

Mileage: \$13.40

Subtotal: \$13.40

2.2 Phase II Engineering

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 = **17**

Pre-Final Submittal

| | CLIENT | IDOT | IDNR | Utilities | Total |
|-------------------|--------|------|------|-----------|-------|
| Reduced Plan Sets | 2 | | | | 2 |

Subtotal: \$19.89

Final Submittal

| | CLIENT | IDOT | IDNR | Utilities | Total |
|-------------------|--------|------|------|-----------|-------|
| Reduced Plan Sets | 2 | | | | 2 |

Subtotal: \$19.89

Geotechnical Sub (MSET): \$3,346.00

Subtotal: \$3,385.78

2.3 Specifications

Subtotal: \$20.00 (\$10.00 per specifications book X 2 sets of specifications)

Subtotal: \$20.00

2.4 Estimates

Subtotal \$ -

Subtotal: \$0.00

EXHIBIT B (DIRECT COSTS)

Dugan Road Resurfacing (LAFO)
Village of Sugar Grove, IL
HR Green Project Number: 2304000

2.5 Quality Assurance and Quality Control

Subtotal \$ -

Subtotal: \$0.00

2.6 Meetings and Coordination

Mileage Rate: \$0.670

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

Mileage: \$20.10

Subtotal: \$20.10

2.7 Administration

Postage Allowance \$ 100.00

Subtotal: \$100.00

| |
|--------------------------|
| TOTAL: \$3,539.28 |
|--------------------------|

SCOPE OF WORK PROPOSAL

12/3/24

To: Mr. Jeffrey Stanko, PE
HR Green, Inc.
 2363 Sequoia Drive, Suite 101
 Aurora, Illinois 60506
 (630) 354-7503
jeff.stanko@hrgreen.com

From: William Wyzgala, P.E.
**Midland Standard
 Engineering & Testing, Inc.**
 410 Nolen Drive
 South Elgin, Illinois 60177
 (847) 844-1895

Dugan Road Resurfacing
 Sugar Grove, Illinois

For the pavement resurfacing, perform six (6) pavement cores with subgrade soil probes to a depth of thirty (30) inches. Perform soil strength test and obtain samples for moisture content testing. Patch holes with bituminous cold patch. Measure all pavement section layers. Provide laboratory testing of subgrade soil to determine pavement support parameters. Provide engineering report including pavement core logs/measurements, and brief summary of subgrade soil conditions.

| SERVICES | UNIT PRICE | EST QTY | BUDGET EXTENSION |
|---|------------|---------|---------------------|
| Field | | | |
| Mobilization of Drill/Core Rig, Equipment & Crew, LS | \$250.00 | 1 | \$250.00 |
| Pavement Core w/ Hand Augering of Granular Base, each | \$150.00 | 6 | \$900.00 |
| Subgrade Soil Probe, with DCP testing, each | \$125.00 | 6 | \$750.00 |
| Backfill Core Hole with Cold Patch, each | \$5.00 | 6 | \$30.00 |
| Traffic Control, Signs Flagman, per day | \$600.00 | 1 | \$600.00 |
| Laboratory | | | |
| Moisture Content Test, each | \$6.00 | 6 | \$36.00 |
| Pavement Core Measurements & Log with Picture, each | \$25.00 | 6 | \$150.00 |
| Engineering Services | | | |
| Engineering Services required for core layout & JULIE | | | |
| Data review, core logs and soil probe logs, lab data, | | | |
| Sunnary Letter | | | |
| Geotechnical Engineer, per hour | \$150.00 | 2 | \$300.00 |
| Staff Engineer, per hour | \$110.00 | 3 | \$330.00 |

PROJECT TOTAL
\$3,346.00

| | | | |
|---|------------|---|------------|
| Environmental Services (Additional) | | | |
| Soil pH testing & IEPA CCDD Cert, fForm LPC 662, LS | \$430.00 | 1 | \$430.00 |
| Analytical Lab testing for contaminants, one sample, with IEPA CCDD Certification form LPC 663, LS | \$1,890.00 | 1 | \$1,890.00 |

Accepted: _____ Date: _____