



# BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES

**FROM:** BRAD MERKEL, DIRECTOR OF PUBLIC WORKS

**SUBJECT:** RESOLUTION: PSA WITH HR GREEN FOR CONSTRUCTION ENGINEERING FOR IL 47 & PARK AVE INTERSECTION IMPROVEMENTS

**AGENDA:** 2/17/2026

**DATE:** 2/9/2026

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## ISSUE

Should the Village Board Approve a PSA with HR Green for Construction Engineering for the IL 47 & Park Ave. Intersection Improvements.

## DISCUSSION

Bids were opened for this project on February 6, 2026, and awarded on February 17, 2026, the next step is to approve a PSA for the Construction Engineering for this project. Please see the attached PSA and Scope.

## COST

The total cost for the Construction Engineering on IL 47 & Park Intersection Improvements is estimated at \$41,000.00 and included in the FYE 2027 Budget.

## ATTACHMENTS

HR Green PSA

## RECOMMENDATION

The Village Board approves a PSA with HR Green for Construction Engineering for IL 47 & Park Ave. Intersection Improvements.



VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS

RESOLUTION NO.: 02172026PW2

RESOLUTION AUTHORIZING PSA WITH  
HR GREEN FOR THE CONSTRUCTION ENGINEERING FOR THE IL 47 & PARK AVE. INTERSECTION  
IMPROVEMENTS.

**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 construction engineering services for IL 47 & Park Ave. Intersection Improvements, and to execute the attached agreement;

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

An agreement between HR Green and the Village of Sugar Grove to provide construction engineering services for IL 47 & Park Ave. Intersection Improvements. The Director of Public Works is 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 AND APPROVED** by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 17th, day of February 2026.

\_\_\_\_\_  
Sue Stillwell, Village President

\_\_\_\_\_  
Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____
Trustee Nora London	_____	_____	_____	_____	_____
Trustee Michael Roskopf	_____	_____	_____	_____	_____



## **PROFESSIONAL SERVICES AGREEMENT**

**For**

**Illinois Route 47 at Park Avenue Intersection Improvements  
Phase 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: 2303192.01

October 24, 2024

## **TABLE OF CONTENTS**

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



THIS **AGREEMENT** is between THE 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 median/islands would be constructed on the east and west approaches to the intersection as well as along the center of IL 47, preventing left-turns from Park Avenue onto IL 47 and also preventing through movements along Park Avenue across IL 47. Channelization in advance of the raised median/islands would be achieved with striping modifications. All existing movements originating from IL 47 would be maintained in the proposed condition. It is assumed that no modifications will be needed at the intersection of IL 47 and Galena Boulevard or at the intersection of IL 47 and Bliss Road/Wheeler Road. 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).

A Traffic Impact Analysis (TIA) and conceptual layout of the proposed improvements has previously been completed by COMPANY and is pending final approval by IDOT; general concurrence with the concept has already been granted. That general layout will serve as the basis for the proposed design. A permit will need to be obtained from IDOT because work will be performed within IDOT's right-of-way (ROW). Funding for the design and construction of the project has been programmed by CLIENT, a portion or all of which may be covered by a previously awarded grant from the Illinois Department of Commerce and Economic Opportunity (DCEO). Any portion not covered by DCEO funds will be funded with local funds. CLIENT desires to proceed to design engineering and preparation of contract documents (Phase II engineering) once the final approval of the concept has been received from IDOT. Because IDOT does not oversee DCEO funding, it is assumed that Phase I engineering, including environmental coordination and a Project Development Report (PDR), will not be required. As such, the project will be processed through the IDOT Bureau of Traffic/Permits rather than the Bureau of Local Roads and Streets (BLRS).

In general, this AGREEMENT governs the Phase II engineering services required for COMPANY to obtain a permit from IDOT District One so that CLIENT may solicit bids from contractors and construct the proposed improvements.

### **1.2 Design Criteria/Assumptions**

CLIENT intends to use DCEO funds and/or local funds for all engineering and construction. No Federal funds are proposed or will be used for the completion of the project.

The project's design criteria will be from the IDOT Bureau of Design and Environment (BDE) Manual for improvements along IL 47; and from the IDOT BLRS Manual for improvements along Park Avenue. Additionally, the IDOT Standard Specifications for Road and Bridge Construction (latest edition); the Manual on Uniform Traffic Control Devices (MUTCD); and local Village of Sugar Grove ordinances and standards will be considered, as applicable.



## 2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

### 2.1 Supplemental Topographic Survey

Limited topographic survey will be performed to supplement the survey that was previously performed in this area as part of the concept study. The original survey only included paved surfaces between curbs and shoulders, and was focused on the intersection as no improvements were anticipated along IL 47 at that time. However, during the course of the concept study, a raised median was requested by IDOT along the center of IL 47 that extends slightly beyond the limits of the original survey on the south end. Additionally, because the new barrier will sever pedestrian access in the east-west direction across IL 47, modifications to the pedestrian accommodations will be required.

- A. The supplemental survey will include up to two (2) additional cross-sections of IL 47, just south of Park Avenue. Additionally, survey will be collected on existing and future pedestrian accommodations in each of the four (4) quadrants of the intersection. The topographic survey will extend a minimum of ten (10) feet beyond the existing ROW or to relevant topographic features pertinent to the design. The survey will include visible existing features and improvements. Storm sewer, sanitary sewer, and water main structures will be surveyed, including rim elevation, but it is understood that invert pipe size, direction, and elevation will not be needed. Trees lying within the limits described above and having a diameter of six (6) inches or greater will be located, but the species will not be identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).
- B. COMPANY will update the MicroStation OpenRoads Designer (ORD) drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate.

### 2.2 Preliminary Design

Before preparing contract plans, COMPANY will complete the following preliminary design tasks to advance the project from concept level to the detailed design stage:

- A. Develop detailed vertical grading design for the proposed improvements while refining the concept level horizontal geometrics as needed.
- B. Design up to six (6) ADA curb ramps and evaluate projected crosswalk paths through existing roadway pavement for compatibility with ADA design criteria for cross slopes. The proposed ADA ramp locations are as follows:
  1. Northwest corner, one (1) ramp;
  2. Southwest corner, one (1) ramp;
  3. West side island, two (2) ramps; and
  4. East side island, two (2) ramps.
- C. Evaluate existing drainage patterns and ensure that the proposed changes are compatible with the existing roadside ditches and curb inlets. It is assumed that no



detention accommodations or storm sewer design will be required to implement this project.

- D. Evaluate options for completing the construction under live traffic and/or closing the minor (local) legs of the intersection with detours. It is assumed that, in order to construct the raised barrier within the IL 47 median, one (1) inside lane in each direction will need to be closed, along with the northbound and southbound left-turn lanes.
- E. Because IL 47 is designated by IDOT as a Strategic Regional Arterial (SRA) Route, it is expected that a Traffic Management Plan (TMP) will need to be prepared and submitted, including a Queue and Delay Analysis. It is assumed that two (2) submittals will be required to obtain IDOT's approval of the TMP. Time is included for revisions, disposing of comments, and coordination with IDOT specific to the TMP.
  - 1. COMPANY will analyze traffic impacts related to the proposed improvements and construction staging on IL 47. Upon completion of the analysis through the use of various computer software (HCS, Synchro, etc.) and spreadsheets provided by IDOT, a queue analysis will be completed for the existing conditions and differing work zone configurations or roadway segments. Queue length and delay values will be estimated from the analysis to quantify the impacts of the proposed construction.
  - 2. COMPANY will prepare the TMP forms including a description of proposed construction staging and travel impacts. If necessary, COMPANY will prepare a Request for Exception to Compliance with the Work Zone Safety and Mobility Rule (BSE WZ 2) form and the required attachments if significant delays or queues are anticipated.

### 2.3 Contract Plans

COMPANY will prepare contract plans for the proposed intersection improvements, including raised median/islands, ADA ramps, and striping modifications as described above in the Project Understanding. The plans will be submitted to CLIENT for concurrence at the 90% and 100% milestones. Given the need for an IDOT permit, the plans and specifications will need to be submitted to IDOT District One for review and approval. It is assumed that two (2) submittals will be required to obtain IDOT's approval of the plans. 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*	1
Typical Sections / HMA Mix Table	2
Alignment and Benchmarks	1



Removal Plans	2
Plan and Profiles (Includes Pavement Markings and Signing)	4
Suggested Maintenance of Traffic – Notes and Typical Sections	2
Suggested Maintenance of Traffic – Stage 1 (Park Avenue)	1
Suggested Maintenance of Traffic – Stage 2 (IL 47)	1
Erosion and Sediment Control Plans	2
ADA Ramp Details	3
Miscellaneous Details	4
Cross Sections**	10
<b>Total No. of Sheets</b>	<b>35</b>

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

\*\* Cross sections provided at 50-foot intervals and at the beginning and end of each new median/island, with additional cross sections provided at crosswalk depressions and any other locations deemed to be critical to the design.

## 2.4 Specifications

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 Special Provisions; and
- D. Bureau of Design and Environment Special Provisions.

All work related to regulated substances, including all sampling, testing and documentation, will be the responsibility of the Contractor. Similarly, all work related to Clean Construction Demolition Debris (CCDD), including all sampling, testing and documentation, will be the responsibility of the Contractor. A special provision will be included in the Contract Documents stating that these responsibilities, including preparation of LPC Forms 662 and/or 663, shall be borne by the Contractor.

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 the Illinois Environmental Protection Agency (IEPA).



## 2.5 Estimates

COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC) for the project and submit to CLIENT for review and approval at the 90% and 100% milestones.

## 2.6 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.

## 2.7 Meetings and Coordination

- A. Two (2) persons from COMPANY will attend a total of two (2) meetings with CLIENT. This item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from each of the meetings.
- B. 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.
- C. COMPANY will conduct utility coordination as necessary to complete the District One Special Provision for Status of Utilities to be Adjusted. This will include submitting a JULIE design stage ticket; conducting initial outreach with all utilities identified by JULIE; 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.
- D. COMPANY will assist CLIENT in completing the permit documentation for submittal to IDOT District One, Bureau of Traffic – Permits Section for authorization for the Contractor to occupy and perform work within the IDOT ROW along IL 47 within the project limits.

## 2.8 Post Design Services

COMPANY will assist CLIENT with advertising for bids and awarding a construction contract. The following tasks will be performed by COMPANY as part of the letting / bidding assistance on this project:

- A. COMPANY will prepare a project bid package, including all forms necessary for obtaining Contractor proposals. For the purposes of this AGREEMENT, it is assumed that COMPANY will need to furnish up to 10 copies of the bid package and contract documents for CLIENT to distribute to Contractors as the lead agency.
- B. COMPANY will assist CLIENT with scheduling a local letting and running advertisements in the local newspaper. For the purposes of this AGREEMENT, it is assumed that CLIENT will pay for any advertisement costs directly.
- C. COMPANY will attend the letting (to be held locally) and will also be available to answer Contractor questions prior to the letting. For the purposes of this AGREEMENT, it is



assumed that up to four (4) Contractor requests for information (RFI) will be responded to prior to the letting. This item does not include RFIs during construction.

- D. COMPANY will review all Contractor proposals for accuracy and compliance with the bidding requirements. COMPANY will make a recommendation to CLIENT based on the lowest, qualified bidder.

## 2.9 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. Traffic Management Plan;
- B. Contract Plans, Specifications, and EOPC; and
- C. Bid Package, Advertisement, and Contractor Letter of Recommendation.

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. Wire Height Survey;
- B. Tree Inventory and/or Species Determination;
- C. Survey of Subsurface Utilities;
- D. Plat of Dedication/Highways/Easement and/or Legal Descriptions;
- E. Plat of Survey/Topography;
- F. Land Acquisition Services;
- G. Project Development Report (PDR);
- H. Intersection Design Studies (IDS);
- I. Wetland Delineation, Wetland Report, and/or Wetland Impact Evaluation (WIE);
- J. Ecological Compliance Assessment Tool (EcoCAT);
- K. Environmental Survey Request (ESR);
- L. Preliminary Environmental Site Assessment (PESA);
- M. Preliminary Site Investigation (PSI);



- N. Geotechnical Investigations;
- O. Detention Analysis and/or Drainage Design;
- P. Regulated Substances Sampling, Testing and/or Documentation;
- Q. CCDD Sampling, Testing and/or Documentation (LPC Forms 662 and/or 663);
- R. Permanent and/or Temporary Traffic Signal Plans;
- S. Detour Plans and/or Attendance at IDOT Detour Committee Meetings;
- T. SWPPP and/or NOI;
- U. Estimate of Time;
- V. IDOT BLRS Involvement;
- W. Meetings with IDOT;
- X. Meetings with Stakeholders and/or General Public;
- Y. Advertisement Costs;
- Z. RFI Responses During Construction;
- AA. Construction Layout and/or Construction Observation (Phase III); 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**

There are no Services by Others included in this AGREEMENT.

## **6.0 Client Responsibilities**

CLIENT will conduct all stakeholder outreach necessary for detour impacts and general project coordination. CLIENT will also participate in project design reviews and provide written comments; assist in coordination with IDOT 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: 10/24/2024

VILLAGE OF SUGAR GROVE

Accepted by:

\_\_\_\_\_

Printed/Typed Name: Brad Merkel

Title: Director of Public Works Date: \_\_\_\_\_



## EXHIBIT B (DIRECT COSTS)

IL 47 at Park Avenue Intersection Improvements  
Village of Sugar Grove, IL  
HR Green Project Number: 2303192.01

DATE: 10/24/24

### 2.1 Supplemental Topographic Survey

Mileage Rate:	\$0.900		
		Mileage	Number
Destination		Round-Trip	of Trips
HRG (Aurora) to Project Site		20	1

Mileage: \$18.00

**Subtotal: \$18.00**

### 2.2 Preliminary Design

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 = **6**

#### Preliminary Submittal

	CLIENT	IDOT	IDNR	Utilities	Total
Reduced Plan Sets					0

Subtotal: \$0.00

**Subtotal: \$0.00**

### 2.3 Contract Plans

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 = **35**

#### Pre-Final Submittal

	CLIENT	IDOT	IDNR	Utilities	Total
Reduced Plan Sets	2				2

Subtotal: \$40.95

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

IL 47 at Park Avenue Intersection Improvements  
Village of Sugar Grove, IL  
HR Green Project Number: 2303192.01

### Final Submittal

	CLIENT	IDOT	IDNR	Utilities	Total
Reduced Plan Sets	2				2

Subtotal: \$40.95

**Subtotal: \$81.90**

### 2.4 Specifications

Subtotal: \$0.00

**Subtotal: \$0.00**

### 2.5 Estimates

Subtotal \$ -

**Subtotal: \$0.00**

### 2.6 Quality Assurance and Quality Control

Subtotal \$ -

**Subtotal: \$0.00**

### 2.7 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**

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

IL 47 at Park Avenue Intersection Improvements  
Village of Sugar Grove, IL  
HR Green Project Number: 2303192.01

### **2.8 Post Design Services**

Mileage Rate: \$0.670

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Client	15	1
HRG (Aurora) to IDOT D1	80	0

Mileage: \$10.05

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 = **35**

### **Bid Sets**

	CLIENT	IDOT	IDNR	Utilities	Total
Reduced Plan Sets	10				10

Subtotal: \$204.75

Subtotal: \$100.00 (\$10.00 per specifications book X 10 sets of specifications)

**Subtotal: \$314.80**

### **2.9 Administration**

Postage Allowance \$ 100.00

**Subtotal: \$100.00**

**TOTAL: \$534.80**