



**Meeting Held Electronically**

**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, NOVEMBER 16, 2020 – 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**AGENDA**

Due to the current COVID-19 pandemic, Village Board meetings will be conducted live remotely via telecommunications to help prevent the spread of COVID-19. The public is invited to attend the board meeting remotely via telecommunications. The Village Board meeting will be conducted on Zoom. The public can access the meeting as follows:

**Website Address:** <https://us02web.zoom.us/j/87983577643>

**Meeting ID:** 879 8357 7643

**Dial In:** +1 312 626 6799

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

**CALL TO ORDER - SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC HEARING**

Third Amendment to the Annexation Agreement for the Moose Lake Estates Subdivision

**PRESENTATIONS**

Comprehensive Annual Financial Report (CAFR) Presentation – Lauterbach and Amen

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 11/02/2020 and Committee of the Whole Minutes dated 11/02/2020
2. Bills List Dated 11/16/2020 in the Amount of **\$184,712.42**

## **NEW BUSINESS**

1. Approval of a Motion to Receive, Accept and Place on File the Comprehensive Annual Financial Report as of May 31, 2020 and Other Related Reports for the Fiscal Year
2. Approval of a Phase 1 Engineering Agreement with EEI for the Orchard Gateway STP Project in the Amount of **\$244,266**
3. Approval of Engineering Agreement with EEI to Complete a Risk and Resiliency Assessment and Emergency Response Plan for the Water System in the amount of **\$32,269**
4. Approval of Ordinance Approving the Third Amendment to the Annexation Agreement for the Moose Lake Estates Subdivision
5. Approval of Ordinance Approving a Plat for Moose Lake Estates – Unit 3
6. Approval of Resolution Waiving All Annual Business Registration Fees and Select Liquor License Fees for 2021 Registrations

## **OLD BUSINESS**

## **VILLAGE PRESIDENT**

## **COMMITTEE REPORTS**

## **TRUSTEES COMMENTS**

## **ADMINISTRATOR'S REPORT**

## **ATTORNEY'S REPORT**

## **VILLAGE DEPARTMENT REPORTS**

1. Finance
2. Community Development
3. Police
4. Public Works

## **EXECUTIVE SESSION**

## **ADJOURN**

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
MONDAY, NOVEMBER 2, 2020**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely via telecommunications.

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**In attendance:** Mayor Dale Berman, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mark Carroll. **Absent:** Trustee Tao Martinez.

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Streets Superintendent Brian Richter, Water Superintendent Paul Young, Police Chief Dave Fisher.

**PROCLAMATION** - National Apprenticeship Week

**AUDIENCE COMMENTS** - None

**TRUSTEE COMMENTS** – None

**CONSENT AGENDA**

1. Village Board Minutes dated 10/19/2020 and Committee of the Whole Minutes dated 10/19/2020
2. Interim Bills List Dated 10/22/2020 in the Amount of **\$30,010.73**
3. Bills List Dated 11/02/2020 in the Amount of **\$527,231.21**
4. Pay Request #4, Final for Elm Avenue and Maple Avenue Water Main Improvements to J&S Construction Sewer and Water, Inc. in the Amount of **\$37,472.78**
5. Resolution Acknowledging Substantial Completion of Public Improvements Triggering the One-Year Maintenance Period for the Lincoln Valley on The Fox Phase One Development
6. Approval of the Normal Contribution to IMLRMA for the 2021 Coverage Year

Motion for approval made by Trustee Gaffino and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Curtis – yes.  
**Motion approved (5-0).**

**NEW BUSINESS**

1. **Approval of a Motion to Receive, Accept and Place on File the Comprehensive Annual Financial Report as of May 31, 2020 and Other Related Reports for the Fiscal Year**

Item tabled until the November 16, 2020 Village Board Meeting.

**2. Approval of the 2020 Property Tax Levy Estimate for the Village of North Aurora and the Messenger Public Library**

Finance Director Bill Hannah went over the Village's tax levy estimate and said due to the 2.3% CPI factor and the new construction factor of approximately \$4.9 million, the Village would see an approximately \$77,000 extension. Due to the fact there is no longer a need to levy for library debt service, the levy will see an overall decrease of about \$220,000 from last year's extensions, which is a decrease of about 7.9% or \$45 per household. The actual levy will be approved at the December 7, 2020 board meeting.

Motion for approval made by Trustee Guethle and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**3. Approval of 2020-2021 Salt Purchase in the Amount of \$250,250.00 with Option to Spend Due to Severe Weather to \$288,750.00**

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**4. Approval to Waive Bids and Hire Layne Christensen to Rehabilitate Well #4 for an Estimated \$150,000**

Village Administrator Steve Bosco explained the rehabilitation process for wells and noted that while the project could be broken into two components, Staff felt more comfortable using one company so if there were any issues in the project it would be clear which company was the responsible party. He also noted that Layne Christensen is the only company in the area that can provide the certified service for this brand of pump and motor.

Motion for approval made by Trustee Lowery and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**5. Approval of Ordinance Increasing the Number of Class SE-B Liquor Licenses Authorized in the Village of North Aurora**

Village Administrator Bosco explained the business Blue Agave Cantina Grill was seeking a supplemental entertainment class B liquor license (SE-B) so they would be able to host larger entertainment acts after the Village became aware the business was already doing so following several noise complaint issues. The business currently has a supplemental entertainment class A liquor license that allows for only solo or duo acts with minimal sound amplification. Administrator Bosco further noted that the Village code requires a business seeking a Class B license in their first year must receive approval from the board; in later years the Liquor Commissioner can issue the license like all other supplemental licenses without the item going to the board. Due to the noise concerns and after discussing with the owners of Blue Agave Cantina Grill, two stipulations were noted for approval of the SE-B license including one event per week on either Friday or Saturday and to end by 10 p.m.

Village Trustee Carroll had concerns on restricting the hours allowed for the entertainment and questioned why it was before the curfew time of 11 p.m. He said he felt this was hamstringing the business. Trustee Curtis pointed out that North Aurora Days is held in the parking lot of the business and the bands play until later times as well and said she did not feel the Village should be mandating what time entertainment should stop. Administrator Bosco said the business owners had actually been the one to propose the time limit.

Police Chief Fisher said the largest issue with the noise was the homes right behind the restaurant in the Silver Trails subdivision and said the majority of noise complaints came after 11 p.m. Trustee Gaffino added he did not envision a night club environment there and he was fine with 10 p.m. Trustee Guethle said the business appeared to be okay with the stipulation and to try it and see if it works. Mayor Berman also noted the business had said they were looking into sound proofing options and the stipulations could always be revisited.

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**6. Approval of Third Amendment to the Pre-Annexation Agreement between Village of North Aurora, Orchard Commons, LLC and Mettel Investment Partnership for a Development to be known as Orchard Commons**

Motion for approval made by Trustee Curtis and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**7. Approval of Ordinance amending a Special Use as B-2 General Commercial Planned Unit Development for the Orchard Commons**

Motion for approval made by Trustee Lowery and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino –yes, Trustee Carroll – yes, Trustee Guethle – yes, Trustee Curtis – yes. **Motion approved (5-0).**

**OLD BUSINESS** - None

**VILLAGE PRESIDENT** – It is National Veterans Small Business Week.

**COMMITTEE REPORTS** - None

**TRUSTEES COMMENTS** – Trustee Carroll asked Police Chief Fisher if the Village was enforcing the Governor’s order on mitigation efforts of no indoor dining allowed. Chief Fisher said they were forwarding all reports to the Kane County Task Force, made up of the Sheriff’s Office and Kane County Health Department, for them to handle. The Village is not issuing any citations.

**ADMINISTRATOR’S REPORT** – Village Administrator Bosco reminded that the Village’s Veterans Day Ceremony is being held virtually this year and links to the video will be posted on the Village’s website and Facebook.

**ATTORNEY’S REPORT** - None

**VILLAGE DEPARTMENT REPORTS**

1. **Finance** – None
2. **Community Development** – None

3. **Police** – None

4. **Public Works** – None

**EXECUTIVE SESSION** - None

**ADJOURNMENT**

Motion to adjourn made by Trustee Lowery and seconded by Trustee Carroll. All in favor. **Motion approved.**

Respectfully Submitted,

Natalie F. Stevens  
Deputy Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
NOVEMBER 2, 2020**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely  
via telecommunications.

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**ROLL CALL**

**In attendance:** Mayor Dale Berman, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mark Carroll

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Streets Superintendent Brian Richter, Police Chief Dave Fisher.

**AUDIENCE COMMENTS** – None

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. Temporary Winter Outdoor Dining Reimbursement Program**

Community & Economic Development Director Mike Toth said the Village was looking to expand upon its current outdoor dining program by potentially reimbursing restaurants that are winterizing their outdoor patios so as to comply with mitigation efforts that do not allow indoor dining. Director Toth said the Village had reached out to about thirty-five businesses – restaurants, bars and breweries – and heard back from several that expressed interest in the program. Overall, Director Toth said he anticipated 10-15 businesses looking further into it, based upon current outdoor dining and available space.

The program would be designed to award up to \$10,000 per business for reimbursement for expenses related to outdoor dining like heating, temporary structures, etc. It would not include reimbursement for personnel. The program would go retroactive to August 1, 2020 and would expand to May 31, 2021, to also help reimburse businesses for earlier outdoor dining changes. The program would be built on both the Executive Orders the Village issued on outdoor dining and also with the Restore Illinois guidelines. Director Toth mentioned the CARES Act funding the Village will be receiving, but clarified that this program would come out of the Village's General Fund done through a budget amendment. Mayor Berman further clarified that CARES Act funding is only to reimburse for expenses that qualified under the Act and that funding was not given to the Village to be redistributed.

All trustees were fully supportive of the concept of the program, however Trustee Carroll had concerns about tying the Village's program to the Restore Illinois guidelines as he said if the Restore Illinois guidelines were turned over in court he did not want the Village's program affected. Trustee Guethle also said he'd like to see the program tied to the Village's own ordinances and codes rather than anything with the State.

Trustee Carroll and Trustee Curtis also thought the amount per business could be increased from the \$10,000. Village Administrator Bosco explained the number came from looking at what other areas are doing. He said the Village is in a good financial position and that number could always be changed.

Trustee Carroll also brought up reimbursing businesses in other ways and Administrator Bosco said Staff had already been looking into the waiving of business registration and liquor license fees for 2021, which would be a loss of about \$17,500 and \$60,000, respectively. Trustee Curtis said she was fine with that and businesses shouldn't be paying registration fees when they were shut down for portions of the year. Trustee Carroll said he would like to see the waiver of those fees on an agenda.

The trustees encouraged urgency in getting this item to Village Board and it will appear on the November 16, 2020 Village Board agenda.

**EXECUTIVE SESSION** – None

**ADJOURNMENT**

Motion to adjourn made by Trustee Curtis and seconded by Trustee Carroll. All in favor. **Motion approved.**

Respectfully Submitted,

Natalie F. Stevens  
Deputy Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: bhannah  
Printed: 11/12/2020 - 12:23PM  
Batch: 00502.11.2020



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Aflac</b>						
030540						
AFLAC- Oct 2020	80.48	01-000-2053	AFLAC	045763	10/26/2020	11/16/2020
Total:	80.48	<b>*Vendor Total</b>				
<b>AIM</b>						
046510						
Flex- Oct 2020	175.00	01-430-4267	Finance Services	00033554	11/1/2020	11/16/2020
Total:	175.00	<b>*Vendor Total</b>				
<b>Amalgamated Bank</b>						
024400						
Agent Fees 2009 Lib	79.17	31-430-4709	Fiscal Agent Fee	1853498000	11/1/2020	11/16/2020
Agent Fees 2014	475.00	32-430-4709	Fiscal Agent Fees	1855588006	11/1/2020	11/16/2020
Total:	554.17	<b>*Vendor Total</b>				
<b>ASTI Sawing Inc.</b>						
468044						
Sidewalk Cutting Program	9,399.06	01-445-4543	Sidewalks Rpr & Mtce	47708	11/11/2020	11/16/2020
Total:	9,399.06	<b>*Vendor Total</b>				
<b>B &amp; F Construction</b>						
015600						
Building Inspections/ Sept 2020	4,807.20	01-441-4276	Inspection Services	13525	10/14/2020	11/16/2020
Total:	4,807.20	<b>*Vendor Total</b>				
<b>Brenda Werner</b>						
035650						
Testing Reimbursment	100.00	01-430-4799	Misc.	11022020	11/2/2020	11/16/2020
Total:	100.00	<b>*Vendor Total</b>				
<b>Camie Johnson, LTD.</b>						
03989						
Adjudication Hearing	350.00	01-440-4260	Legal	118	10/21/2020	11/16/2020
Total:	350.00	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Carus Corporation</b>						
033300						
WTP HMO Chemicals	809.96	60-445-4437	Chlorine	SLS 1008772	10/27/2020	11/16/2020
ETP HMO Chemicals	899.75	60-445-4437	Chlorine	SLS 1008773	10/27/2020	11/16/2020
Total:	1,709.71	<b>*Vendor Total</b>				
<b>Cintas Corporation</b>						
041590						
Fire Extinguisher Inspection- PW Garage	54.87	01-445-4520	Public Buildings Rpr & Mtce	5036095530	10/16/2020	11/16/2020
Total:	54.87	<b>*Vendor Total</b>				
<b>Commonwealth Edison</b>						
000330						
Well #9 9/17 - 10/15	6,970.34	60-445-4662	Utility	0543120261	10/15/2020	11/16/2020
Street Lights/ 355 Moorfield	8.82	10-445-4660	Street Lighting and Poles	0795092063	10/15/2020	11/16/2020
Street Lights/ 1197 Comiskey	8.82	10-445-4660	Street Lighting and Poles	0903075187	10/15/2020	11/16/2020
Silo Lighting/ 8 W State St	30.51	01-445-4660	Street Lighting	1047147081	10/6/2020	11/16/2020
Street Lights/ East Tower Elec	41.08	60-445-4662	Utility	1313136025	10/7/2020	11/16/2020
Street Lights/ 1193 Comiskey	8.82	10-445-4660	Street Lighting and Poles	1743032047	10/15/2020	11/16/2020
Total:	7,068.39	<b>*Vendor Total</b>				
<b>Constellation NewEnergy, Inc.</b>						
034130						
Well # 6 9/4 - 10/2	2,582.56	60-445-4662	Utility	18481267901	10/5/2020	11/16/2020
Well # 7 ETP 9/8 - 10/7	4,057.06	60-445-4662	Utility	18513799901	10/8/2020	11/16/2020
Street Lights/ Orchard Gateway & Deerpath	39.55	10-445-4660	Street Lighting and Poles	18513851501	10/8/2020	11/16/2020
Street Lights/ Orchard & Oak	142.56	10-445-4660	Street Lighting and Poles	18513859101	10/8/2020	11/16/2020
Street Lights/ 1600 Orchard Gateway	233.01	10-445-4660	Street Lighting and Poles	18513883301	10/8/2020	11/16/2020
Street Lights/ Orchard & White Oak	64.16	10-445-4660	Street Lighting and Poles	18513895501	10/8/2020	11/16/2020
Street Lights/ Orchard & Orchard Gateway	141.52	10-445-4660	Street Lighting and Poles	18513915101	10/8/2020	11/16/2020
Well # 5 ETP 9/8 - 10/7	6,104.88	60-445-4662	Utility	18513938401	10/8/2020	11/16/2020
Total:	13,365.30	<b>*Vendor Total</b>				
<b>D&amp;A Powertrain Components, INC</b>						
467649						
Cover Hose- Truck #194	44.80	01-445-4511	Vehicle Repair and Maint	233338	10/12/2020	11/16/2020
Hoses- Truck #179	143.74	01-445-4511	Vehicle Repair and Maint	233381	10/13/2020	11/16/2020
Total:	188.54	<b>*Vendor Total</b>				
<b>Drendel &amp; Jansons Law Group</b>						
028580						
Legal Services- CommDev/ Sept 2020	875.00	01-441-4260	Legal	84807	9/30/2020	11/16/2020
Total:	875.00	<b>*Vendor Total</b>				
<b>Engineering Enterprises, Inc.</b>						
467917						
Orchard Gateway STP	1,925.00	21-450-4255	Engineering	69164	6/11/2020	11/16/2020

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,925.00	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability/ Nov 2020	1,084.92	01-000-2057	Short-Term Disability	10142020	10/14/2020	11/16/2020
Total:	1,084.92	*Vendor Total				
Frega Painting & Decorating Inc.						
041770						
Washing Of Exterior Generator Cabinet	785.00	60-445-4567	Treatment Plant Repair/Maint	1438	11/9/2020	11/16/2020
Total:	785.00	*Vendor Total				
Gerald Ford						
467768						
Squad Repair	710.87	01-440-4511	Vehicle Repair and Maint	6021129	9/30/2020	11/16/2020
Total:	710.87	*Vendor Total				
Hey and Associates, Inc.						
040900						
Town Center Wetland Vegetative Management	3,100.00	17-032-4533	Maintenance	17-0006-1258	11/9/2020	11/16/2020
Total:	3,100.00	*Vendor Total				
Hook-Fast Specialties, Inc						
010410						
Name Plates- McGrath	44.54	01-440-4411	Office Expenses	352424	11/5/2020	11/16/2020
Total:	44.54	*Vendor Total				
Illini Power Products Company						
467624						
ETP Generator Settings	218.68	60-445-4567	Treatment Plant Repair/Maint	SWO028386-	10/13/2020	11/16/2020
WTP Generator Settings	272.45	60-445-4567	Treatment Plant Repair/Maint	SWO028387-	10/13/2020	11/16/2020
Total:	491.13	*Vendor Total				
Kane County Animal Control						
031620						
Animal Control	100.00	01-440-4523	Animal Control	10152020	10/15/2020	11/16/2020
Total:	100.00	*Vendor Total				
Konica Minolta						
024860						
Copier Maintenance PD- Sept 2020	37.80	01-440-4510	Equipment/IT Maint	268751481	9/30/2020	11/16/2020
Copier Maintenance PD- Sept 2020	71.88	01-440-4510	Equipment/IT Maint	268758389	9/30/2020	11/16/2020
Total:	109.68	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Kurt A. Metallo</b>						
052370						
Stump Grind- 108 Schneider Ct	150.00	01-445-4532	Tree Service	10192020	10/19/2020	11/16/2020
Total:	150.00	<b>*Vendor Total</b>				
<b>Menards</b>						
016070						
Toliet Repair- ETP	43.36	60-445-4567	Treatment Plant Repair/Maint	51768	10/13/2020	11/16/2020
Total:	43.36	<b>*Vendor Total</b>				
<b>Multisystem Management Company</b>						
467966						
COVID Cleaning- Oct 2020	606.00	01-445-4520	Public Buildings Rpr & Mtce	2396	10/31/2020	11/16/2020
COVID Cleaning- Oct 2020	1,050.00	01-445-4520	Public Buildings Rpr & Mtce	2397	10/30/2020	11/16/2020
Total:	1,656.00	<b>*Vendor Total</b>				
<b>North Aurora Lions Club</b>						
467640						
Membership Fee	50.00	01-440-4390	Dues & Meetings	771	7/1/2020	11/16/2020
Total:	50.00	<b>*Vendor Total</b>				
<b>North Aurora NAPA, Inc.</b>						
038730						
Ratchet	190.00	01-445-4870	Equipment	363132	10/8/2020	11/16/2020
PW Tools	59.99	01-445-4870	Equipment	363466	10/13/2020	11/16/2020
Pipe Mount Swivel Jack	119.39	01-445-4870	Equipment	363481	10/13/2020	11/16/2020
Frame Mounting Tube	10.40	01-445-4511	Vehicle Repair and Maint	363520	10/13/2020	11/16/2020
Truck Repair-DC Invertor	45.99	60-445-4511	Vehicle Repair and Maint	365113	11/3/2020	11/16/2020
Total:	425.77	<b>*Vendor Total</b>				
<b>R.C. Wegman Construction Company</b>						
467994						
Silo Project Pay Req #5	111,000.00	12-480-4875	Capital Improvements	11062020	11/6/2020	11/16/2020
Total:	111,000.00	<b>*Vendor Total</b>				
<b>Springbrook Software LLC</b>						
467920						
Web Payments- Oct 2020	904.00	60-445-4510	Equipment/IT Maint	INV-004658	11/4/2020	11/16/2020
Total:	904.00	<b>*Vendor Total</b>				
<b>S-Square Networks, Inc.</b>						
467919						
Network Upgrade Configuration	9,423.00	71-430-4870	Equipment	IN1022	11/10/2020	11/16/2020
Total:	9,423.00	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Sun Life Financial</b>						
033620						
Dental Insurance- Admin/ Nov 2020	292.16	01-430-4136	Dental Insurance	10152020	10/15/2020	11/16/2020
Dental Insurance- CommDev/ Nov 2020	118.43	01-441-4136	Dental Insurance	10152020-02	10/15/2020	11/16/2020
Dental Insurance- PD/ Nov 2020	900.38	01-440-4136	Dental Insurance	10152020-03	10/15/2020	11/16/2020
Dental Insurance- PW/ Nov 2020	390.23	01-445-4136	Dental Insurance	10152020-04	10/15/2020	11/16/2020
Dental Insurance- Water/ Nov 2020	45.74	60-445-4136	Dental Insurance	10152020-05	10/15/2020	11/16/2020
Dental Insurance- Employee/ Nov 2020	2,028.72	01-000-2054	Insurance Employee Reimburse	10152020-06	10/15/2020	11/16/2020
Total:	3,775.66	<b>*Vendor Total</b>				
<b>Technology Management Rev Fund</b>						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2107871	10/13/2020	11/16/2020
Total:	723.32	<b>*Vendor Total</b>				
<b>Tri-County</b>						
027350						
Excavate & Install of 8" Valve	3,300.00	60-445-4568	Watermain Rprs. & Rplcmts.	20-10-7032	11/23/2020	11/16/2020
Total:	3,300.00	<b>*Vendor Total</b>				
<b>Water Products Company</b>						
001170						
8" Valve & Access Parts- Chesterfield	1,961.38	60-445-4568	Watermain Rprs. & Rplcmts.	0298987	10/14/2020	11/16/2020
Hydrant Stem	399.23	60-445-4563	Fire Hydrant Repair/maint	0299057	10/19/2020	11/16/2020
Valve Box Extension	74.70	60-445-4568	Watermain Rprs. & Rplcmts.	0299106	10/20/2020	11/16/2020
Dual Check Valves	662.14	60-445-4480	New Meters,rprs. & Rplcmts.	0299136	10/20/2020	11/16/2020
Total:	3,097.45	<b>*Vendor Total</b>				
<b>Weblinx Incorporated</b>						
031420						
Web Redesign/ Pay #3	3,000.00	01-430-4512	Website Maintenance	29371	10/5/2020	11/16/2020
Total:	3,000.00	<b>*Vendor Total</b>				
<b>Xerox Corporation</b>						
040890						
Copier Maint- Sept 2020	85.00	01-440-4510	Equipment/IT Maint	011614722	10/6/2020	11/16/2020
Total:	85.00	<b>*Vendor Total</b>				
Report Total:	184,712.42					

# Village of North Aurora Memorandum



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**To:** President and Board of Trustees

**From:** Bill Hannah, Finance Director

**Date:** October 27, 2020

**CC:** Steven Bosco, Village Administrator

**RE:** Comprehensive Annual Financial Report as of May 31, 2020 and Other Financial Reporting Documents

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Lauterbach & Amen has completed their audit of the Village's financial statements as of May 31, 2019. As such we are now sending to the Board the completed:

- Comprehensive Annual Financial Report as of May 31, 2020
- Route 31 TIF Financial and Compliance Report
- N. Lincolnway TIF Financial and Compliance Report
- Management Letter from Lauterbach & Amen to the Board on Internal Controls

Also being sent to the Board is the Auditor's Communication Report regarding matters related to the audit and audit findings.

Jamie Wilkey from Lauterbach & Amen will be in attendance at the November 2<sup>nd</sup> meeting to present the audit reports and other auditor communications and address any questions regarding the audit engagement. Hard copies of the documents will be distributed and PDF versions will be sent as well.

If you have any questions prior to the meeting regarding any information in any of the reports please let me know. Thanks!



## Memorandum

To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: November 10, 2020

Re: Consideration of a Phase 1 Engineering Agreement with EEI for the Orchard Gateway STP Project in the amount of \$244,266.

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The Village has received a proposal from EEI for the Phase 1 engineering services for the Orchard Gateway Project proposed for fiscal year 2024. This project would include pavement rehabilitation of Orchard Gateway from Orchard Road to Randall Road. It would also include the installation of a traffic signal and widening at the intersection of Hansen Boulevard and Orchard Gateway, replacing the existing four way stop sign. EEI assisted the Village in preparing an application for federal funding for this project through the Kane County Council of Mayors (KKCOM) and Chicago Metropolitan Planning Agency (CMAP). The application was successful and this project is being partially funded by federal Surface Transportation Project (STP) funding in the amount of \$1,888,890.

At the September 21, 2020 Services Committee meeting, Village Staff had requested that EEI prepare a presentation describing the engineering services that were necessary to complete the project. In summary, the engineering for the project would be completed in three phases and the level of complexity would be greater than that of a typical road program. In this case that is due to the installation of the traffic signal, which requires an Intersection Design Study (IDS). Additionally, when utilizing federal funding federal regulations that would otherwise not govern the project must be addressed. An example would be the preparation of an environmental impact study. All of these factors increase the cost of the engineering services required to complete the project.

In the future, two additional phases of engineering are required to complete the project. In addition to Phase 1, which is more investigative, Phase 2 is the actual design based on the engineering information collected and evaluated in Phase 1, and Phase 3 would be the construction inspection services that provides supervision of the contractor. At any point during the design of the project the Village would have the opportunity to terminate the contract and pursue the project at a future date.

The Village Engineer and Public Works Director reviewed the professional services agreement prepared by EEI for the Phase 1 engineering services. It was determined that the scope outlined in the agreement is sufficient to address the needs of the project, so it is the Staff recommendation to enter into an agreement with EEI in the amount of \$244,266.

**Agreement for Professional Services  
Orchard Gateway Boulevard Roadway Improvements  
Phase I Engineering Services**

THIS AGREEMENT, by and between the Village of North Aurora, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis, reports, plans, calculations along with exhibits, cost estimates and narrative, to complete all necessary Phase I Engineering Services to the Village as indicated on the included Attachment B. Phase I Engineering Services for Orchard Gateway Boulevard within the project limits as indicated on Attachment D will be provided. Phase II Design and Phase III Construction Engineering Services shall not be included in this agreement. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

**C. Compensation and maximum amounts due to Contractor:**

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Work and services will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the project is \$212,682. The hourly rates for this project are shown in Attachment F. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the Village shall pay the ENGINEER the invoiced fee to the ENGINEER, plus 10%. Such outside services include, but are not limited to services to be provided by Rubino Engineering, Inc and Huff & Huff, a Subsidiary of GZA. Direct Expenses are estimated to be \$31,584

**D. Changes in Rates of Compensation:**

In the event that this contract extends beyond December 31, 2020, the contractor shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after January 1st of

2021. In the event that any rate changes do occur, the new effective rates will not affect the established Fixed Fee amount.

**E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

**G. Independent Contractor:**

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

**H. Certifications:**

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity :** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the

federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:   x   United States Citizen        Resident Alien        Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one):        Individual        Real Estate Agent        Sole Proprietorship        Government Entity        Partnership        Tax Exempt Organization (IRC 501(a) only)   x   Corporation        Not for Profit Corporation        Trust or Estate        Medical and Health Care Services Provider Corp.

#### **I. Indemnification:**

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the

event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

**Attachment A:** Standards Terms & Conditions

**Attachment B:** Scope of Services

**Attachment C:** Estimate of Level of Effort and Associated Cost

**Attachment D:** Project Location Map

**Attachment E:** Anticipated Project Schedule

**Attachment F:** 2020 Standard Schedule of Charges

**Attachment G:** Huff and Huff Proposal

**Attachment H:** Rubino Engineering Proposal

**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

President and Village Clerk  
Village of North Aurora  
25 East State Street  
North Aurora, IL 60542

For the Contractor:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

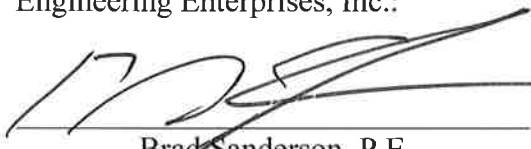
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020.


Village of North Aurora

Engineering Enterprises, Inc.:

\_\_\_\_\_  
Dale Berman  
Village President

  
\_\_\_\_\_  
Brad Sanderson, P.E.  
Chief Operating Officer/President

\_\_\_\_\_  
Lori Murray  
Village Clerk

  
\_\_\_\_\_  
Joseph W. Cwynar, P.E.  
Senior Project Manager

## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**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 OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

## **Orchard Gateway Boulevard Roadway Improvements Phase I Engineering Services**

### **Attachment B – Scope of Services**

The Village of North Aurora (Village) requires Phase I Engineering services for the Orchard Gateway Boulevard Roadway Improvement. The Village has applied for and received STP-L Federal Funding through the Kane Kendall Council of Mayors (KKCOM). A project location map can be found in Attachment D of this proposal.

The scope of the project includes a new traffic signal and widening to accommodate new auxiliary lanes at the intersection of Orchard Gateway Boulevard and Hansen Boulevard, pavement rehabilitation and resurfacing on Orchard Gateway Boulevard from Orchard Road to Randall Road, ADA improvements as necessary and spot curb and gutter and sidewalk removal and replacement as necessary.

In order to successfully complete this project, various items will need to be addressed during Phase I engineering for this project. Our proposed scope of services will include the following:

#### **1.1 Project Management, Coordination, Administration and Qc/Qa**

Engineering Enterprises Inc. as the Phase I Engineer (hereinafter referred to as Design Engineer) will serve as the Village of North Aurora's representative for the entire design and administration of the planning for the project, as assigned by the Village. Due to the receipt of STP-L Federal Funding for the project, this project will have to follow the federal aid process. The schedule for the Phase I Engineering is currently estimated at approximately 2 years, see Attachment E – Anticipated Project Schedule included with this proposal for more information regarding the schedule. As such EEI will function as an extension of the Village's staff and be responsible for overall implementation and management of the project. The Design Engineer shall include implementation of Village policies, program administration, Qc/Qa on all documents and plans, coordination, monitoring of subconsultants, providing overall management control and direction to insure completion of the project in accordance with the Village's objectives of cost, time, schedule, quality and in accordance with the Illinois Department of Transportation (IDOT) and Federal Aid Process requirements. The Design Engineer will work closely with and report to the Village Engineer or his designee. The Design Engineer shall coordinate with all Village entities as necessary. Also, the Design Engineer shall be responsible for acting as a representative of the Village on this project regarding Federal, State and County issues as well.

Due to the need for a traffic signal interconnect between the new traffic signal at Orchard Gateway Boulevard and Hansen Boulevard and the existing traffic signal at the intersection of Orchard Gateway Boulevard and Orchard Road, that is owned and maintained by the Kane County Division of Transportation (KDOT), close coordination will have to be maintained between the Design Engineer, the Village of North Aurora and KDOT with regards to the new traffic signal design. In addition, all plans, calculations and documents with regards to the installation of the new traffic signal will need to be submitted and reviewed by KDOT. The Design Engineer will be required to address all KDOT's comments and resubmit.

### **1.2 Federal Highway Administration (FHWA), IDOT, KDOT Coordination and Meetings**

The Design Engineer will prepare for and attend an estimated seven (7) meetings with the Village, IDOT, KDOT and FHWA that are required for the project. This includes the preparation of any exhibits or drawings necessary to facilitate the meeting. A summary of the meetings includes the following:

- 1.IDOT District One Phase 1 Kick-Off meeting
- 2.Two (2) KDOT Coordination Meetings to discuss traffic signal design
- 3.Two (2) IDOT and FHWA Project Meetings (estimated)
- 4.IDOT Intersection Design Study (IDS) Review Meeting
- 5.IDOT Project Development Report (PDR) Review Meeting

### **1.3 Data Collection and Analysis of Existing Conditions**

Design Engineer will obtain, from the Village, IDOT and KDOT, the existing plans for Orchard Gateway Boulevard, the traffic signal at Orchard Gateway Boulevard and Orchard Road and any other pertinent information available to assist in the Phase I design.

The Design Engineer will also perform a design J.U.L.I.E. in order to obtain atlases from the utility companies that have facilities within the project limits. Perform preliminary utility coordination for a potential relocations or delays to the project.

All existing information obtained will then be added to the IDS and PDR as applicable.

### **1.4 Topographic Survey and Field Inspections**

Design Engineer shall perform full topographic survey of the project along Orchard Gateway Boulevard from Orchard Road to approximately 500 feet east of the intersection of Orchard Gateway Boulevard and Hansen Boulevard, including structure inventory sheets that shall provide invert elevations, top of pipe elevations, sewer and pipe sizes for all utilities and sewers within these limits. For Orchard Gateway Boulevard from 500 feet east of Hansen Boulevard to Randall Road, survey will be performed to locate the edges of pavement and medians for the pavement design. In addition, sidewalk and ADA ramp topographic survey will be performed for the required ADA exhibits.

Existing ROW boundary survey will also be completed for the entire project.

### **1.5 Geotechnical Coordination and Review**

Design Engineer will coordinate the completion of soil borings, pavement cores and geotechnical report to be performed by Rubino Engineering, see Attachment H included with this proposal for details. Soil borings will be taken to determine soil conditions in the area of the intersection of Orchard Gateway Boulevard for the traffic signal mast arm foundations. Soil Borings will also be taken on the segment of Orchard Gateway Boulevard between Orchard Road and Hansen Boulevard on both the north and south side of the road for potential widening that may be required.

Design Engineer will also review the geotechnical report in order to make design decisions and identify potential issues for the Phase II design.

### **1.6 Alternate Design Studies**

Design Engineer will investigate alternate designs for the project. This is required for the Federal Aid

process and needs to be included in the Project Development Report (PDR). Alternate designs will be investigated that can reduce ROW acquisition, improve drainage etc.

### **1.7 Drainage Design Studies**

Design Engineer will perform preliminary drainage investigations and any coordination required with KDOT with regards to water draining to the KDOT drainage system at Orchard Road. Preliminary storm sewer sizing will be completed, and preliminary restrictor sizing will be completed, as required, to maintain existing flow rates to the KDOT drainage system. Drainage calculations and a Drainage Technical Memorandum will be provided to KDOT as necessary.

### **1.8 Environmental Studies and Documentation**

Design Engineer, with the assistance of Huff and Huff, will submit the Environmental Survey Request (ESR) that is required by IDOT to obtain clearances from IDOT for Biological, Cultural and Special Waste surveys, including a Preliminary Environmental Site Assessment (PESA). Design Engineer shall provide all coordination with IDOT and Huff and Huff, create and submit the ESR exhibit and required forms to IDOT. In addition, a tree survey will be performed on potentially impacted trees. See Appendix G for Huff and Huff's proposal and scope of work for their portion of the ESR work.

### **1.9 Preliminary Traffic Capacity Analysis and Intersection Design Study (IDS)**

Design Engineer shall perform a traffic capacity analysis and IDS for the new traffic signal at Orchard Gateway Boulevard and Hansen Boulevard, including the effects of the new traffic signal on the existing KDOT owned traffic signal at Orchard Road and Orchard Gateway Boulevard, since these traffic signals will be interconnected. The IDS will be submitted to IDOT, KDOT and the Village for review.

Traffic counts that were performed by DLZ at the intersections of Orchard Gateway Boulevard and Orchard Road, Hansen Boulevard, Towne Center Drive East, Towne Center Drive West and Randall Road on March 7, 2020 will be used as the basis for the traffic capacity analysis and the development of the IDS. CMAP will be utilized to provide traffic projections for future traffic volumes.

### **1.10 Final IDS**

Design Engineer shall update the IDS based on comments from the Village, IDOT and KDOT. The final IDS will be included in the PDR.

### **1.11 Proposed Improvement Plans, Typical Sections and Cost Estimate**

Design Engineer shall create proposed improvement plans and preliminary typical sections for the project that will show the preliminary proposed design improvements for the project. In addition, preliminary ADA details will be provided as per IDOT requirements. All these plans and details will be included in the PDR.

Design Engineer shall also create a preliminary construction cost estimate for the project. The format of the estimate will conform to IDOT and FHWA requirements and will be included in the PDR.

### **1.12 Traffic Maintenance**

As per IDOT requirements, Design Engineer shall investigate preliminary maintenance of traffic schemes for the project. This information will be included in the PDR.

### **1.13 Preliminary Project Development Report (PDR)**

Design Engineer shall write and provide exhibits, as per IDOT requirements, for the preliminary PDR for the project for submittal to the Village, IDOT and KDOT.

### **1.14 Final Project Development Report**

Design Engineer shall incorporate all comment received from the Village, IDOT and KDOT for submittal to IDOT in order to receive Phase I design approval from IDOT.

### **1.15 Public Involvement**

The Design Engineer shall perform one public information meeting as required by IDOT and the FHWA to facilitate approval of the Project Development Report. This task includes the creation of exhibit to be used at the public information meeting.

#### **Exclusions:**

- No allowance has been made for traffic counts, since traffic counts have already been performed by DLZ at the intersections of Orchard Gateway Boulevard and Orchard Road, Hansen Boulevard, Towne Center Drive East, Towne Center Drive West and Randall Road on March 7, 2020. CMAP will be utilized to provide traffic projections.
- No allowance has been made for Phase II Design engineering.
- No allowance has been made for Phase III Construction Engineering
- No allowance has been made for the preparation of construction documents, as a result, no Bidding and Letting services will be provided.
- No allowance has been made for a Preliminary Site Investigation (PSI)
- No allowance has been made for full topographic survey and structure inventories along Orchard Gateway Boulevard from 500 feet east of Hansen Boulevard to Randall Road.
- No allowance has been made for preparing permit applications or obtaining permits for the project. The Project Development report will only identify the permits that are to be acquired during Phase II engineering.

The following guidelines for the Orchard Gateway Boulevard Roadway Improvements Project – Phase I will be employed to ensure the best possible end result for the Village:

- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Communicate with all parties relative to the status of the project through meetings, correspondence and telephone conversations.
- Provide the required coordination between the Village and other regulatory agencies.
- Provide early identification of issues or potential problem areas related to technical scheduling or budgetary goals.



ATTACHMENT C - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES  
ORCHARD GATEWAY BOULEVARD ROADWAY IMPROVEMENTS - PHASE I ENGINEERING SERVICES  
Village of North Aurora



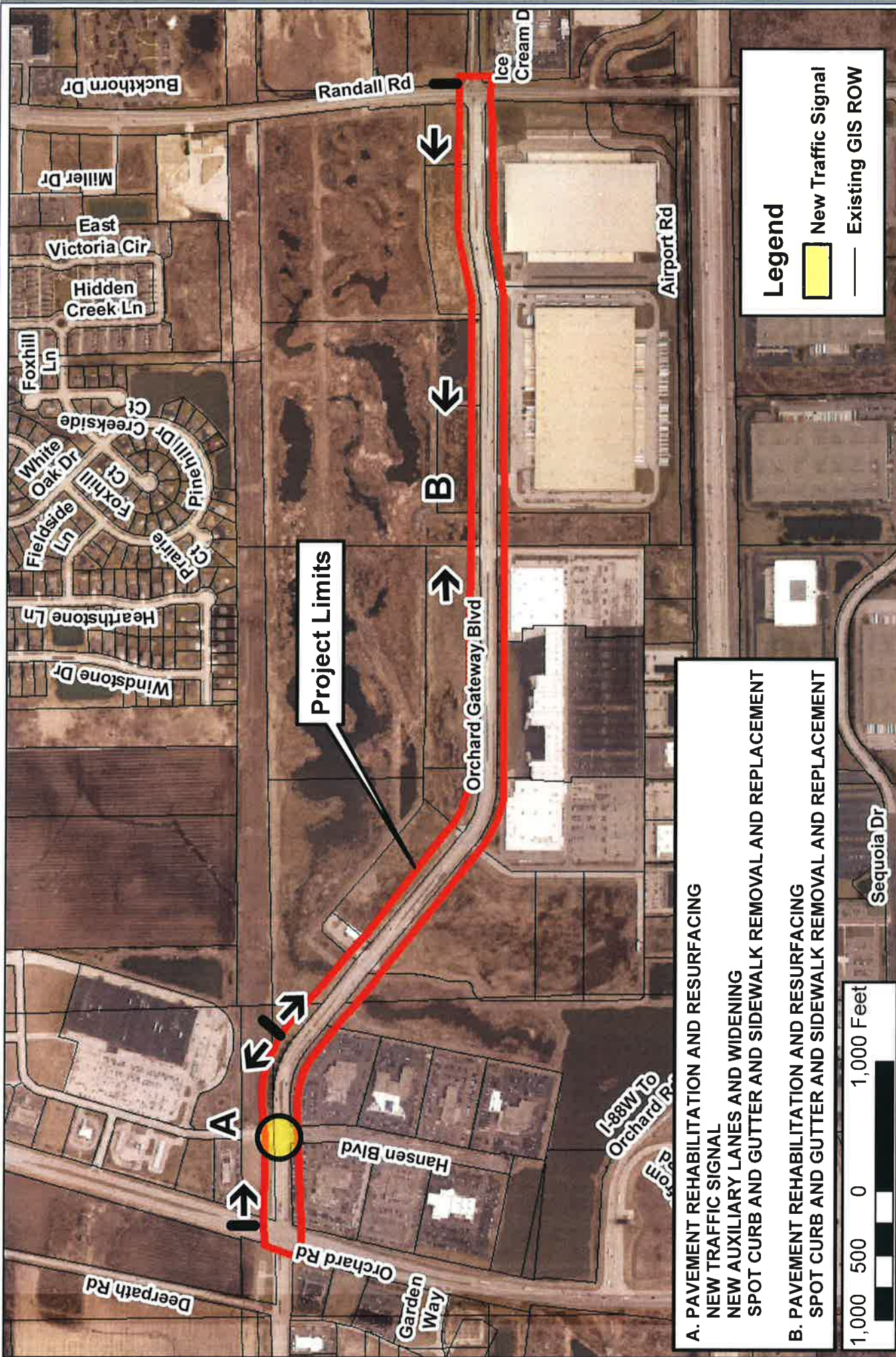
WORK ITEM NO.	ENTITY:	SURVEYING												ADMIN.	WORK ITEM HOUR SUMML	COST PER ITEM
		SENIOR PRINCIPAL IN CHARGE \$214	SENIOR PROJECT MANAGER \$203	PROJECT MANAGER \$183	SENIOR PROJECT ENGINEER II \$172	PROJECT ENGINEER \$145	SENIOR PROJECT MANAGER \$203	PROJECT MANAGER \$183	SENIOR TECHNICIAN II \$158	DRAFTING CAD MANAGER \$158	SENIOR TECHNICIAN I \$145	ADMIN.				
													PROJECT ROLE: HOURLY RATE:			
PHASE I ENGINEERING																
1.1	Project Management, Coordination, Administration and Qc/Qa	4	60	48	8								4	124	\$	23,476
1.2		3	24	24		8				4	16			79	\$	14,018
1.3				4		32	8			4	16			64	\$	10,428
1.4			2			8	8		46	4	8			130	\$	22,044
1.5			4			8								12	\$	2,188
1.6		2	4	8	24					4	24			66	\$	10,944
1.7			16		32					6	16			74	\$	12,300
1.8			16		24					4	16			60	\$	10,328
1.9			10	24	24	60				4	40			166	\$	25,962
1.10			2	8	8	16				4	16			58	\$	8,798
1.11			4	8	24	40				4	40			120	\$	18,636
1.12			2	8	16	8				4	8			46	\$	7,574
1.13			4	24	64	32				6	24			158	\$	25,560
1.14			2	8	16	16				2	8			58	\$	9,126
1.15			6	8	8	8				4	24			70	\$	11,300
Preliminary Engineering Subtotal:		17	162	168	296	204	8	46	46	54	256	28		1,285	\$	213,682

DIRECT EXPENSES	
Printing =	\$ 1,000
Geotechnical Investigation/Pavement Cores (Rubino) =	\$ 12,131
Environmental and Tree Survey (Huff and Huff) =	\$ 18,453
DIRECT EXPENSES =	\$ 31,584

LABOR SUMMARY	
Engineering Expenses =	\$ 147,760
Surveying Expenses =	\$ 17,310
Drafting Expenses =	\$ 45,652
Administrative Expenses =	\$ 1,960
TOTAL LABOR EXPENSES =	\$ 212,682

TOTAL EXPENSES =	\$ 244,266
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G:\Public\North Aurora\2019\MO 050 Orchard Gateway STP Funding\2019phase I Preliminary\Attachment C - Orchard Gateway Phase I Estimate - MO 050 - Project Input\PT-Project Estimate



**Project Limits**

**Orchard Gateway Blvd**

- A. PAVEMENT REHABILITATION AND RESURFACING**  
NEW TRAFFIC SIGNAL  
NEW AUXILIARY LANES AND WIDENING  
SPOT CURB AND GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT
- B. PAVEMENT REHABILITATION AND RESURFACING**  
SPOT CURB AND GUTTER AND SIDEWALK REMOVAL AND REPLACEMENT

**Legend**

New Traffic Signal

Existing GIS ROW




**Engineering Enterprises, Inc.**

52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)

**Village of North Aurora**

25 East State Street  
North Aurora, IL 60542  
630-897-8228



DATE:	November 2020
PROJECT NO:	NO1902
BY:	MJT
PATH:	H:\GIS\PUBLIC\NORTH AURORA
FILE:	NO1902_Orchard Gateway Blvd.MXD

**ORCHARD GATEWAY BOULEVARD  
ROADWAY IMPROVEMENTS  
ATTACHMENT D  
PROJECT LOCATION MAP**



# ORCHARD GATEWAY BOULEVARD ROADWAY IMPROVEMENTS - PHASE I ENGINEERING SERVICES

Village of North Aurora

November 11, 2020

[illegible]

Quality Control/Quality Assurance

## Proposal

## Engineering

## Agency Review

## Key Dates/Meetings

## ROW Acquisition



## Standard Schedule of Charges

January 1, 2020

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$214.00
Principal	E-3	\$209.00
Senior Project Manager	E-2	\$203.00
Project Manager	E-1	\$183.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$172.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$160.00
Project Engineer/Planner/Surveyor	P-4	\$145.00
Senior Engineer/Planner/Surveyor	P-3	\$133.00
Engineer/Planner/Surveyor	P-2	\$121.00
Associate Engineer/Planner/Surveyor	P-1	\$109.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$145.00
Project Technician	T-4	\$133.00
Senior Technician	T-3	\$121.00
Technician	T-2	\$109.00
Associate Technician	T-1	\$ 96.00
GIS Technician	G-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



A Subsidiary of GZA

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60521  
T: 630.684.9100  
F: 630.684.9120  
www.huffnhuff.com  
www.gza.com

November 11, 2020

via email: [JCwynar@eeiweb.com](mailto:JCwynar@eeiweb.com)

Mr. Joseph W. Cwynar, P.E.  
Senior Project Manager  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, Illinois 60554

**Re: Phase I Environmental Services – PESA, Wetlands, Cultural and Biological Clearances,  
Tree Survey  
Orchard Gate Boulevard Improvements – Village of North Aurora, Kane County, Illinois  
Proposal No.: 81.PT00104.21 (2<sup>nd</sup> Revision)**

Dear Mr. Cwynar:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to Engineering Enterprises, Inc. (Client) for Phase I engineering services for the proposed improvements along Orchard Gate Boulevard in the Village of North Aurora, IL (Village). Specifically, Client has requested environmental services to assist with completion of the proposed roadway improvement project including a Preliminary Environmental Site Assessment (PESA), completion of a wetland and waterway delineation, and obtaining cultural and biological clearances. This revised proposal also includes assistance with tree survey documentation, including the consideration of trees associated with the area of widening only. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

## **1. INTRODUCTION**

We understand the Village applied for STP-L Federal Funding for this project (through KKCOM) and was selected to the recommended program list for the Roadways and Intersections category for FY2024. The Village of North Aurora is planning roadway improvements to Orchard Gateway Boulevard between Orchard Road and North Randall Road including the addition of a traffic signal at the intersection of Orchard Gateway Boulevard and Hansen Boulevard; widening Orchard Gateway to add auxiliary lanes for the intersection of Orchard Gateway Boulevard and Hansen Boulevard; performing a Local Agency Functional Overlay (LAFO resurfacing) for Orchard Gateway from Orchard Road to North Randall Road; and also completing spot curb and sidewalk removal and replacement throughout the corridor.

## **2. SCOPE OF SERVICES**

### **Task 1 – Biological and Cultural Clearances**

As impacts to wetlands are anticipated as a result of the proposed project, permitting through the U.S. Army Corps of Engineers (USACE) Chicago District and/or Kane County is anticipated to be required. If the proposed project is using state funding or state pass-through funding, it is anticipated that the project specific biological and cultural clearances will be obtained via coordination with the Illinois Department of Transportation (IDOT). However, if state funding



is not utilized for the proposed project, H&H will conduct the appropriate coordination and documentation in order to obtain biological and cultural clearances for the project for permitting purposes.

As part of the USACE Chicago District Regional Permit Program (RPP), compliance with General Condition 3 (Threatened and Endangered Species) and General Condition 4 (Historic Properties) is required. In addition, the Kane County Stormwater Management Ordinance (SMO) requires consultation with the Illinois Department of Natural Resources (IDNR) for state listed species as well as the determination of the presence of federal and state listed species for the proposed project for permitting purposes.

Endangered species review is required through the U.S. Fish and Wildlife Service (FWS) Information for Planning and Consultation (IPaC) online tool and the IDNR. H&H will initiate formal consultation with the IDNR via the IDNR online Ecological Compliance Assessment Tool (EcoCAT), requesting project specific information on state threatened and endangered species. H&H will also conduct the FWS Section 7 informal consultation via a project review on IPaC for federally listed species. The Section 7 informal consultation procedures are outlined on the FWS website.

This scope does not include specific surveys for threatened or endangered species. If the FWS or IDNR require additional surveys for listed species, a separate cost estimate will be prepared based on the type of species that are being investigated. This proposal assumes that endangered species impacts will be avoided. Permitting for take of endangered species is not included with this scope.

As part of the permitting process through the USACE, the USACE will conduct the initial review and coordinate with the State Historic Preservation Office (SHPO) if potential historic resources may be affected. H&H will prepare the initial documentation required for historic properties. The SHPO may require a Phase 1 archeological survey to determine the potential impact to archeological resources prior to approving the project. A qualified archeological firm will be required to conduct this study if required. This proposal does not include a Phase 1 archeological survey. In addition, this proposal does not include obtaining permits for the proposed improvement project from the USACE Chicago District or Kane County.

## **Task 2 – Preliminary Environmental Site Assessment (PESA)**

H&H will conduct a Preliminary Environmental Site Assessment (PESA) for the local road portions of the Orchard Gateway Project Corridor. This process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for IDOT Highway Projects (Erdmann et al., 2012);
- ASTM International (ASTM) standard 1527-13;
- IDOT Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012;
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013;
- Public Act 96-1416; and
- Clean Construction or Demolition Debris (CCDD) Fill Operations and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100, effective August 27, 2012.



## **A. Historical Research**

The Project Corridor historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

## **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the Project Corridor will be evaluated. A site walkover of potential areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the Project Corridor. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties will also be evaluated in accordance with ASTM protocols.

## **C. Records Review**

A records review will be conducted to determine potential environmental concerns within the Project Corridor. This will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the limits of the Project Corridor. Specifically, H&H/GZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

## **D. Report Preparation**

A PESA Report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- The project location and description;
- Historical uses of Project Corridor;
- The area geology and hydrology;
- The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs;
- An analysis of the site inspection; and
- A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to CCDD management and in general conformation with IDOT memorandums.

## **Task 3 – Wetland Delineation and Reporting**

H&H understands that regulated wetlands and East Run North Loop Tributary are located on or adjacent to the proposed improvement corridor. H&H proposes to conduct a wetland delineation for all areas within the immediate vicinity of the Project Corridor in accordance with:

- The April 1, 2017 (as revised January 10, 2020), edition of the USACE Chicago District RPP;
- The USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Midwest Region Manual); and



- The June 1, 2019, edition of the Kane County SMO.

Wetland permitting and mitigation coordination are not included in this scope of services.

#### **A. Off-site Record/Document Review**

“Waters of the United States” (WOUS), including wetlands, will be delineated using the 2010 Midwest Region Manual. Based on a cursory review of available mapping, it is anticipated that wetlands and one waterway are present within the Project Corridor. The following records/documents will be reviewed prior to conducting the field investigations:

- Current and Historical Aerial Photographs;
- U.S. Geological Survey (USGS) Topographic Maps;
- Natural Resources Conservation Service (NRCS), Soil Survey of Kane County;
- Hydric Soils of the United States;
- U.S. Fish and Wildlife Service (FWS), National Wetland Inventory (NWI) Maps;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM);
- Kane County Advanced Identification (ADID) of Aquatic Resources Maps;
- Kane County Fen Watershed Location Maps; and
- USGS Hydrologic Atlases.

#### **B. On-Site Investigation (Field Inventory)**

The field investigations will be conducted by H&H staff experienced in USACE and Kane County SMO methods for conducting wetland and waterway delineations. H&H will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. Identified wetland and waterway perimeters will be surveyed in the field using Global Positioning System (GPS). H&H will delineate all wetlands and waterways within the Project Corridor and screen any wetlands or waterways present within 100 feet of the Project Corridor. This is necessary to determine buffer boundaries that may extend into the Project Corridor.

The entire area within the Project Corridor will be investigated in the event that unmapped wetlands or waterways are present. The NWI Map does depict two wetlands and one waterway within the Project Corridor. As the NWI Maps are developed to be used as general planning tools, detailed field investigations are required to ascertain the presence of wetlands onsite.

Identified wetlands will be classified according to type using the “Classification of Wetlands and Deep-Water Habitats of the United States” by Cowardin. Wetland boundaries will be defined using the 2010 Midwest Region Manual. Each potential wetland area will be evaluated for the presence of wetland indicators comprised of hydrophytic vegetation, hydric soils, and wetland hydrology. Field observations will be made on evidence indicating the hydrology of the area and on water sources that are supporting these wetlands.

Proposed services also include the determination of USACE High Quality Aquatic Resources (HQARs). A floristic quality assessment (FQA) will be conducted for each identified wetland to identify HQARs. Functions of wetlands based on field observations will also be evaluated during the field investigation. Waterway delineation field activities include the determination of the Ordinary High-Water Mark (OHWM) of all identified waterways.

The Kane County SMO defines the growing season within Kane County, requiring that all delineations completed between the last Monday of March and the 3<sup>rd</sup> Friday of October. The Kane County SMO also requires that collection of data for



the FQA be completed between June 1<sup>st</sup> and October 15<sup>th</sup>. Based on the Kane County SMO and USACE requirement to complete an FQA for all delineated wetlands, this scope assumes the delineation will take place between June 1<sup>st</sup> and October 15<sup>th</sup>. Delineations conducted outside this timeframe may be considered preliminary and insufficient for permitting purposes. If the delineation is completed outside of the growing season, additional field visits will be required, which are not included in this scope.

There is not actively farmed agricultural land within the Project Corridor. Therefore, completion of a farmed wetland determination (FWD) will not be required and is not included in this scope.

### **C. Wetland Report**

A wetland delineation report will be prepared summarizing the findings of the field investigations. This report will be submitted to the Client as a PDF only. The shapefiles of the wetland boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- a) Map showing the wetland/waterway boundaries and Project Corridor;
- b) Aerial Photo with the appropriate limits of delineated wetlands and/or waterways;
- c) USACE data sheets with color photos of the wetlands and the data points;
- d) Floristic Quality Assessment;
- e) Written description of wetland functional classification;
- f) Permitting summary;
- g) Jurisdictional Summary Table;
- h) Identification of 303d impaired waterways; and
- i) Mitigation requirements and options.

### **Task 4 – Project Management**

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks.

### **Task 5 – QA/QC**

Time under this task includes QA/QC time for the reports as described above.

### **Task 6 – Tree Survey**

H&H will complete a tree survey for the portion of the project identified by Client as including widening. Specifically, this scope is associated with trees located in association with the intersection of Hansen Boulevard and Orchard Gateway Road. The tree survey will extend along each leg of this intersection for an approximate length of 600 feet in all directions to cover the area of proposed widening. H&H will identify the trees to species level and determine health, structure, and origin. H&H will note whether any trees are of exceptional size and condition. H&H will also determine which trees are worth avoidance, if any. The tree survey will follow Illinois Department of Transportation (IDOT) Departmental Policies (D&E – 18).

IDOT Departmental Policies (D&E – 18) specifies all trees with a diameter at breast height (DBH) of six inches or greater as well as trees with a DBH of less than six inches when such have been intentionally planted for landscaping, environmental



mitigation, or habitat preservation/enhancement purposes be identified. The tree survey will be performed or supervised by an ISA Certified Arborist.

This proposal assumes that all existing tree survey data for the survey will be provided to H&H in Shapefile (GIS) or MicroStation format by the Client prior to the field survey. Client will provide the location of all individually surveyed trees by station and offset. H&H will use the survey data provided by the Client to complete the tree survey and will also complete a GPS survey of any additional trees not included in the tree survey data provided by the Client. If existing tree survey data is not available in Shapefile (GIS) or MicroStation format, additional hours would be needed to survey all trees within the Project Corridor. This proposal does not include tagging of trees or an assessment of northern long-eared bat (*Myotis septentrionalis*) habitat within the Project Corridor.

After all trees are evaluated at the intersection of Hansen Boulevard and Orchard Gateway Road, a tabulation of trees will be compiled which summarizes the tree data. The tree information will include tree species, size, health, structure, origin (volunteer or landscaped tree), and any identified specimen and exceptional trees in a memorandum and will be provided to the Client in electronic format only. The GIS shapefile (and/or MicroStation file) data for any additional trees surveyed as part of Task 6 will be provided to the Client. This task does not include coordination for tree mitigation or preparation of a tree preservation plan.

## **2. LEVEL OF EFFORT AND SCHEDULE**

The attached tables summarize the estimated cost to complete the project. The PESA will require approximately 6 weeks to complete and the biological clearance work will require an estimated 10 weeks to complete. The wetland delineation is proposed to be completed during the 2021 growing season to meet Kane County requirements. The tree surveys will be scheduled within three weeks of receiving the tree survey data from the Client.

## **3. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

### **ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.



Very truly yours,

Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.

Associate Principal

Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Engineering Enterprises, Inc.

By: Joseph W. Cwynar

Title: Senior Project Manager

Printed/Typed Name: Joseph W. Cwynar

Date: 11/11/2020

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.



**3. Payment.**

- a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

**4. Your Responsibilities.**

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
  - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
  - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
  - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

- 5. Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

- 6. Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:

- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
- (ii) that are not correctly marked by the appropriate utility.

- 7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**

- 8. Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.

- 9. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.



- 10. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
  - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
- 16. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.
- 17. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.
- 18. Limitation of Remedies.**



- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

# PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
PRIME/SUPPLEMENT  
Prepared By

Huff & Huff, Inc.  
Engineering Enterprises, Inc.  
LR-H&H

DATE 11/10/20  
PTB-ITEM# 0

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	182.42%
START DATE	11/11/2020		COMPLEXITY FACTOR	0
RAISE DATE	8/27/2021		% OF RAISE	3%

END DATE 11/10/2021

## ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	11/11/2020	8/27/2021	10	83.33%
1	8/28/2021	10/27/2021	2	17.17%

The total escalation = 0.50%

# Exhibit A - Preliminary Engineering

Route: Orchard Gate  
 Local Agency: Village of North Aurora / Kane County  
 (Municipality/Township/County)  
 Section:  
 Project:  
 Job No.:

\*Firm's approved rates on file with IDOT'S  
 Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 182.42 %  
 Complexity Factor 0.00  
 Calendar Days 360

## Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate ☐  
 Lump Sum ☐

## Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House direct costs (IHDC)	Profit	Total
Task 1: Biological and Cultural Clearances	Associate Principal I	1.00	\$70.00	\$70.00	\$127.69	\$128.00	\$0.00	\$28.67	\$354.36
	Senior Technical Scientist	5.00	\$46.64	\$233.21	\$425.42	\$0.00	\$0.00	\$95.50	\$754.13
	Scientist E1	8.00	\$27.26	\$218.08	\$397.82	\$0.00	\$0.00	\$89.31	\$705.21
	Senior Administrative Assistant	1.00	\$44.48	\$44.48	\$81.14	\$0.00	\$0.00	\$18.21	\$143.83
	Associate Principal I	1.00	\$70.00	\$70.00	\$127.69	\$350.00	\$37.63	\$34.12	\$619.44
Task 2: PESA	Senior Geologist PM	1.50	\$49.46	\$74.18	\$135.33	\$0.00	\$0.00	\$30.38	\$239.89
	Assistant PM Engineer I	4.00	\$36.53	\$146.12	\$266.55	\$0.00	\$0.00	\$59.84	\$472.51
	Scientist E1	20.00	\$27.26	\$545.20	\$994.55	\$0.00	\$0.00	\$223.26	\$1,763.01
	Scientist E2	20.00	\$25.50	\$510.00	\$930.34	\$0.00	\$0.00	\$208.85	\$1,649.19
	Senior Technical Specialist	0.50	\$48.10	\$24.05	\$43.87	\$0.00	\$0.00	\$9.85	\$77.77
	Technical Graphics Technician	5.00	\$24.03	\$120.15	\$219.18	\$0.00	\$0.00	\$49.20	\$388.53
	Senior Administrative Assistant	1.00	\$44.48	\$44.48	\$81.14	\$0.00	\$0.00	\$18.21	\$143.83
Task 3: Wetland Delineation and Reporting	Associate Principal I	1.00	\$70.00	\$70.00	\$127.69	\$0.00	\$37.63	\$34.12	\$269.44
	Senior Technical Scientist	28.00	\$46.64	\$1,305.98	\$2,382.36	\$0.00	\$0.00	\$534.81	\$4,223.15
	Scientist E1	2.00	\$27.26	\$54.52	\$99.46	\$0.00	\$0.00	\$22.33	\$176.31
	Senior Technical Specialist	1.00	\$48.10	\$48.10	\$87.74	\$0.00	\$0.00	\$19.70	\$155.54
	Technical Graphics Technician	7.00	\$24.03	\$168.21	\$306.85	\$0.00	\$0.00	\$68.88	\$543.94
Task 4: Project Management	Senior Administrative Assistant	1.00	\$44.48	\$44.48	\$81.14	\$0.00	\$0.00	\$18.21	\$143.83
	Senior Technical Scientist	4.00	\$46.64	\$186.57	\$340.34	\$0.00	\$0.00	\$76.40	\$603.31
	Senior Geologist PM	2.00	\$49.46	\$98.91	\$180.44	\$0.00	\$0.00	\$40.51	\$319.86
Task 5: QA/QC	Associate Principal I	4.00	\$70.00	\$280.00	\$510.78	\$0.00	\$0.00	\$114.66	\$905.44
	Senior Geologist PM	2.00	\$49.46	\$98.91	\$180.44	\$0.00	\$0.00	\$40.51	\$319.86
	Associate Principal I	1.00	\$70.00	\$70.00	\$127.69	\$0.00	\$37.63	\$34.12	\$269.44
Task 6: Tree Survey	Senior Technical Specialist	2.00	\$48.10	\$96.20	\$175.49	\$0.00	\$0.00	\$39.39	\$311.08
	Technical Graphics Technician	3.00	\$24.03	\$72.09	\$131.51	\$0.00	\$0.00	\$29.52	\$233.12
	Scientist E2	12.00	\$25.50	\$306.00	\$558.21	\$0.00	\$0.00	\$125.31	\$989.52
<b>TOTALS</b>		138.00		\$4,999.92	\$9,120.86	\$478.00	\$112.89	\$2,063.87	\$16,775.54

# PAYROLL RATES

FIRM NAME Huff & Huff, Inc. DATE 11/10/20  
 PRIME/SUPPLEMENT 0  
 PTB-ITEM # 0

ESCALATION FACTOR 0.50%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Senior Principal	\$75.00	\$75.00
Associate Principal II	\$75.00	\$75.00
Associate Principal I	\$62.63	\$62.94
Senior Consultant	\$70.65	\$71.00
Senior Project Manager III	\$60.73	\$61.03
Senior Project Manager II	\$48.25	\$48.49
Senior Project Manager I	\$46.90	\$47.13
Senior Landscape Architect	\$53.95	\$54.22
Senior Planning PM	\$50.88	\$51.13
Senior Geologist PM	\$49.21	\$49.46
Senior Technical Specialist	\$47.86	\$48.10
Senior Scientist PM II	\$49.75	\$50.00
Senior Technical Scientist	\$46.41	\$46.64
Technical Graphics Technici	\$24.03	\$24.03
Scientist PM II	\$45.08	\$44.48
Assistant PM Scientist	\$33.14	\$40.05
Engineer PM I	\$40.05	\$36.53
Assistant PM Engineer I	\$36.53	\$32.31
Engineer I	\$28.56	\$33.14
Scientist E1	\$27.18	\$27.26
Scientist E2	\$25.37	\$25.50
Administrative Managers	\$43.26	\$43.26
Senior Administrative Assist	\$30.40	\$30.40

**HUFF & HUFF, INC.**  
**SUMMARY OF DIRECT COSTS**

Project: EEI N Aurora PESA Wetlands Bio Cultural Trees

					<u><b>DIRECT</b></u>	
<b>Task 1 - Biological and Cultural Clearances</b>					<b>Task Total</b>	<b>\$ -</b>
<b>Task 2 - PESA</b>						
Trips	55 miles	x	1 x	\$0.575	= \$	31.63
Tolls			4 x	\$ 1.50	= \$	6.00
			0 x	\$ -	= \$	-
					<b>Task Total</b>	<b>\$ 37.63</b>
<b>Task 3 - Wetland Delineation/Reporting</b>						
Trips	55 miles	x	1 x	\$0.575	= \$	31.63
Tolls			4 x	\$ 1.50	= \$	6.00
					<b>Task Total</b>	<b>\$ 37.63</b>
<b>Task 4 - Project Management</b>						
			0 x	\$ -	= \$	-
					<b>Task Total</b>	<b>\$ -</b>
<b>Task 5 - QAQC</b>						
			0 x	\$ -	= \$	-
					<b>Task Total</b>	<b>\$ -</b>
<b>Task 6 - Tree Survey</b>						
Trips	55 miles	x	1 x	\$0.575	= \$	31.63
Tolls			4 x	\$ 1.50	= \$	6.00
			0 x	\$ -	= \$	-
					<b>Task Total</b>	<b>\$ 37.63</b>
					<b>GRAND TOTAL</b>	<b>\$ 112.88</b>

**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
Project: EEI N Aurora PESA Wetlands Bio Cultural Trees

**OUTSIDE**

***Task 1 - Biological and Cultural Clearances***

<u>EcoCAT Fee submittal + Taxes</u>	1 x	\$ 128.00	=	\$ 128.00
		<b>Task Total</b>		<b>\$ 128.00</b>

***Task 2 - PESA***

<u>Database Package</u>	1 x	\$ 350.00	=	\$ 350.00
		<b>Task Total</b>		<b>\$ 350.00</b>

***Task 3 - Wetland Delineation/Reporting***

<u></u>	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

***Task 4 - Project Management***

<u></u>	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

***Task 5 - QAQC***

<u></u>	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

***Task 6 - Tree Survey***

<u></u>	0 x	\$ -	=	\$ -
		<b>Task Total</b>		<b>\$ -</b>

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<b>GRAND TOTAL</b>		<b>\$ 478.00</b>
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November 6, 2020

To: Joseph W. Cwynar, P.E.  
 Senior Project Manager  
 Engineering Enterprises, Inc  
 52 Wheeler Road  
 Sugar Grove, IL 60554  
 P: 630.466.6700

Re: Proposal - Geotechnical Exploration  
 Proposed Phase I Orchard Gateway  
 Boulevard Roadway Improvements  
 North Aurora, Illinois

Proposal No. Q20.408g\_REV2

Via email: [jcwynar@eeiweb.com](mailto:jcwynar@eeiweb.com)

Dear Mr. Cwynar,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Joe Cwynar of Engineering Enterprises, Inc. via email on October 30, 2020.

### **PROJECT UNDERSTANDING**

Rubino understands that the Village of North Aurora is planning their Phase I Engineering Project for the roadway improvements on Orchard Gateway Boulevard. Improvements will include signalization of the intersection of Orchard Gateway Boulevard and Hansen Boulevard. In addition, the Village will be performing a Local Agency Functional Overlay (LAFO) for Orchard Gateway from Orchard Road to Randall Road. Engineering Enterprises (EEI) has requested that Rubino perform two (2) borings with pavement cores to a depth of 20 feet, four (4) borings in each quadrant of the intersection of Orchard Gateway Blvd and Hansen Blvd to a depth of 20 feet for the traffic signal mast arm foundations and pavement cores every 750 feet on alternating sides of the road. All borings and cores to be taken at predetermined locations provided by EEI.

#### **Information received:**

- RFP Email from Joseph W. Cwynar of Engineering Enterprises, Inc. on October 30, 2020.

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

### **SCOPE OF SERVICES**

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

#### **Site Access and Traffic Control**

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment.

Traffic control will consist of cones and approach signage. Flaggers are not anticipated for this project but can be provided for an additional fee.

### Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



Exhibit 1) Boring Locations

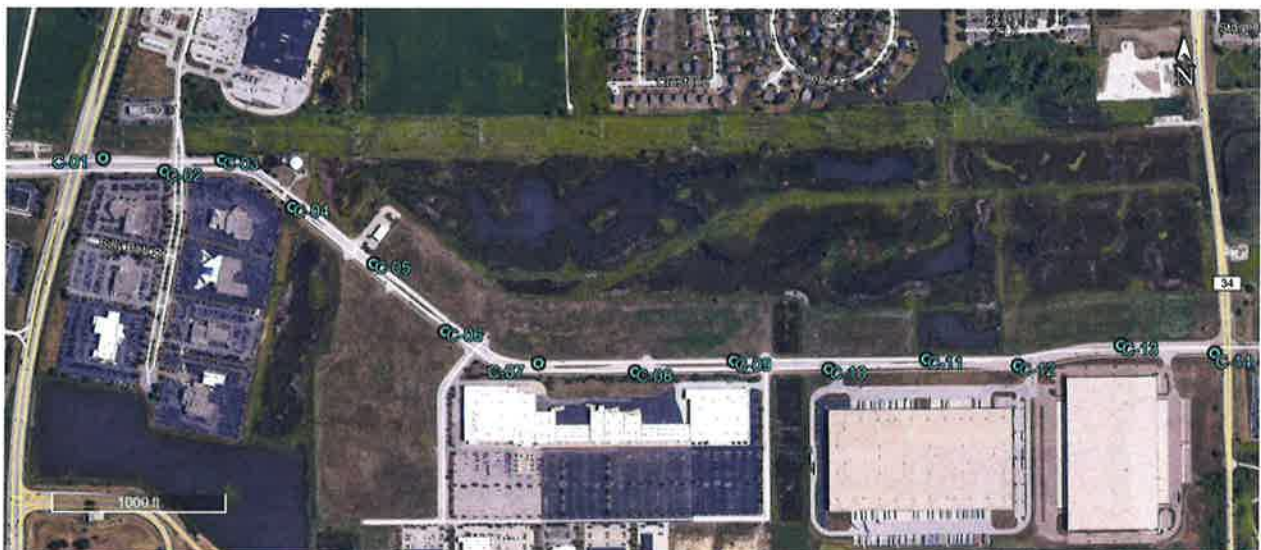


Exhibit 2) Core Locations

### Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil borings as specified below.

NUMBER OF BORINGS	NUMBER OF PAVEMENT CORES W/ SUBBASE THICKNESS	DEPTH (FEET BEG*)	LOCATION
2	2	20	B-01 and B-02
4	-	20	B-01 through B-04
-	12	2	C-01 through C-12

\*BEG = below existing grade

#### SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 15 feet and 5 - foot intervals thereafter.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

#### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material / asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

#### Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATE D QUANTITY	SAMPLE TYPE
Natural Moisture Content	48	Shelby Tube, Cohesive Samples
Organic Content	9	Split spoon, bulk, or Shelby Tube

### GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation and cut / fill recommendations*
  - *Foundations, including suitable foundation type(s), allowable bearing pressure(s), and estimated settlement*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Engineering Enterprises, Inc..

### PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	10
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

## SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

## FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

<b>Subsurface Exploration</b>	Boring Layout / Utility / PM	\$ 500.00	Total
	Drill Rig Mobilization	\$ 650.00	Lump sum
	Drilling 120 Linear Feet	\$ 3,600.00	Lump sum
	Pavement Cores (\$200 per core)	\$2,400.00	Total
<b>Traffic Control</b>	Attenuator Truck	\$ 2,500.00	Per Day
<b>Lab</b>	Geotechnical Lab Tests as described above	\$ 378.00	Total
<b>Reporting</b>	Preparation of the Geotechnical Report	\$ 1,000.00	Total
		<b>\$ 11,028.00</b>	<b>Grand Total</b>

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

## AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

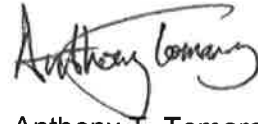
Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE  
President



Anthony T. Tomaras  
Project Manager

**RUBINO ENGINEERING, INC. IS:  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments:      Proposal Acceptance and Data Sheet  
                            Schedule of Services and Fees  
                            General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.

**PROPOSAL ACCEPTANCE:**

AGREED TO, THIS	<u>11<sup>th</sup></u>	DAY OF	<u>November</u>	, 202 <u>0</u> .
BY (please print):	<u>Joseph W. Cwynar</u>			
TITLE:	<u>Senior Project Manager</u>			
COMPANY:	<u>Engineering Enterprises, Inc</u>			
SIGNATURE:	<u>Joseph W. Cwynar</u>			

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_  
  
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Email: \_\_\_\_\_ Email: \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

**Rubino Engineering, Inc.**  
**2020 Schedule of Geotechnical Services & Fees**

**ENGINEERING**

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	125.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	95.00
Administrative Assistant	Per Hour	\$	65.00

**SUBSURFACE EXPLORATION**

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:			

Depth Range		
Feet	Easy Drilling*	Hard Drilling**
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

\* Less than 50 blows per foot or a Qp of 4 tsf

\*\* 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling (difficult or unusual conditions, hard material, boulders, rubble, etc.	Per Hour	\$	275.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

**LABORATORY TESTING**

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	85.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	225.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	275.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
pH Testing	Each	\$	15.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

## **FEE REMARKS**

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171877

RUBINENG

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		<b>CONTACT NAME:</b> Laurie Cloninger <b>PHONE (AC, Ho, Ext):</b> 630 625-6219 <b>FAX (AC, Ho):</b> 610 637-4939 <b>E-MAIL ADDRESS:</b> laurie.cloninger@usi.com															
<b>INSURED</b> Rubino Engineering, Inc. 425 Shepard Dr Ste H Elgin, IL 60123		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A</th> <th>NAME #</th> </tr> <tr> <td>RLI Insurance Company</td> <td>13086</td> </tr> <tr> <td>Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A	NAME #	RLI Insurance Company	13086	Berkley Insurance Company	32603	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A	NAME #																
RLI Insurance Company	13086																
Berkley Insurance Company	32603																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	


**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PSB0003777	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSA0001881	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		PSE0002142	09/01/2020	09/01/2021	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	PSW0002788	09/01/2020	09/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEES \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		AEC003918101	09/01/2020	09/01/2021	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 941, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.  
 Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

<b>CERTIFICATE HOLDER</b> Rubino Engineering, Inc.	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2016/03) 1 of 1  
 #529736448/M29734948

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## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF SERVICES:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, wilful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF SERVICES:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and hold Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants.

**6. RESPONSIBILITY:** Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

**8. PAYMENT:** Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

**9. STANDARD OF CARE:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

**10. INDEMNITY:** To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

**11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering, Inc. has been paid in full all amounts due for services, expenses and other related changes.

**12. DISPUTE RESOLUTION:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

**13. WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

**14. NO HIRE:** Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

**15. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**16. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**17. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Rubino Engineering, Inc.**



## Memorandum

To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: November 10, 2020

Re: Consideration of an Engineering Agreement with EEI in the amount of \$32,269 to complete a Risk and Resiliency Assessment and Emergency Response Plan for the Water System

---

The Village has received a proposal from Engineering Enterprises Incorporated (EEI) for assistance in preparation of a Risk and Resiliency Assessment (RRA) and Emergency Response Plan (ERP) for the water system. In accordance with America's Water Infrastructure Act of 2018 (AWIA) Section 2013, community water systems serving populations greater than 3,300 are required to develop or update an ERP that incorporates findings of their Risk and Resiliency Assessment. The agency responsible for administering this part of the AWIA in Illinois is the Illinois Environmental Protection Agency (IEPA).

The RRA evaluates the water system by conducting a thorough inventory of the Village's unique water system assets and identifies areas of risk resulting from natural and man-made disasters. This assessment is due on June 30, 2021, or sooner. The ERP then outlines the Village's response and identifies the resources the Village has to mitigate any damage. The ERP is due six months after completion of the RRA.

EEI has experience developing RRAs and ERPs in the past. The Water Superintendent and Public Works Director have reviewed the agreement and determined the scope of work is sufficient to complete the RRA and ERP. The cost for this project was under the budgeted amount of \$80,000. It is our recommendation to execute the agreement with EEI in the amount of \$32,269.

**Risk and Resilience Assessment and Emergency Response Plan  
Village of North Aurora, Kane County, IL  
Professional Services Agreement**

THIS AGREEMENT, by and between the Village of North Aurora, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

ENGINEER agrees to furnish to the Village the following services: The ENGINEER shall provide any and all necessary engineering services to the Village to obtain United States Environmental Protection Agency (USEPA) certification of a Risk and Resilience Assessment and Emergency Response Plan as required by the American Water Infrastructure Act (AWIA) and indicated in the Scope of Services in Attachment A.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated of Level of Effort and Associated Cost included in Attachment B. Engineering will be paid for as a Lump Sum in the amount of \$32,269. The hourly rates for this project are shown in Attachment D. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract extends beyond December 31, 2020, the contractor shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after January 1<sup>st</sup> of 2021. In the event that any rate changes do occur, the new effective rates will not affect the established Lump Sum rate.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. ENGINEER agrees to keep such information confidential and not to disclose or

disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

**G. Independent Contractor:**

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the Village for any purpose.

**H. Certifications:**

**Employment Status:** The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

**Anti-Bribery:** The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a:   x   United States Citizen        Resident Alien        Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

**I. Indemnification:**

ENGINEER shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

**J. Insurance:**

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

**K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

<b>Attachment A:</b>	Scope of Services
<b>Attachment B:</b>	Estimated Level of Effort and Associated Cost
<b>Attachment C:</b>	Project Schedule
<b>Attachment D:</b>	2020 Standard Schedule of Charges

*Risk and Resilience Assessment and Emergency Response Plan  
Village of North Aurora  
Professional Services Agreement*

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

President and Village Clerk  
Village of North Aurora  
25 East State Street  
North Aurora, IL 60542

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2020.

Village of North Aurora:

Engineering Enterprises, Inc.:

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Dale Berman  
Village President

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Stephen Dennison, P.E.  
Senior Project Manager/Principal

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Lori Murray  
Village Clerk

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Tim Holdeman  
Senior Project Manager

# **Risk and Resilience Assessment / Emergency Response Plan Village of North Aurora**

## **Attachment A – Scope of Services**

The Village of North Aurora (Village) requires Engineering services for a Risk and Resilience Assessment (RRA) / Emergency Response Plan (ERP) as required by the American Water Infrastructure Act (AWIA). The Village must submit to the US EPA Administrator a certification that the system has conducted a compliant RRA prior to June 30, 2021 and certification of a compliant ERP no later than six (6) months after completion of the RRA.

Engineering Enterprises Inc. (EEI) will assist the Village in meeting the regulatory requirements of AWIA by conducting the following Scope of Services (which is detailed in the Appendix):

### **Steering Committee and Stakeholder Group Assistance**

- Assist in designating internal and external project participants including a Steering Committee comprised primarily of water utility personnel and a Stakeholder Group comprised of representatives of other Village Departments and Kane County Emergency Management.
- Lead up to five (5) Steering Committee meetings for developing consensus on critical assets, credible threats, priority threat scenarios, hazard mitigation strategies and emergency response procedures.
- Lead one (1) Stakeholder Group meeting to inform members and receive input and suggestions from the group.
- Prepare background information and decision-making tools prior to each meeting.
- Prepare written summary of each meeting.

### **Risk and Resilience Assessment**

- Perform an RRA in accordance with the AWWA/ANSI J-100 Risk Analysis and Management for Critical Asset Protection (RAMCAP) Standard for Risk and Resilience Management of Water and Wastewater Systems.
- Perform a Cybersecurity Assessment using the AWWA Cybersecurity Tool.
- Assess the resilience of monitoring practices; financial infrastructure; chemical management; and operation and maintenance of the water utility as required for compliance.
- Prepare draft RRA documenting the procedures, findings, and results.

### **Emergency Response Plan**

- Work with Village Staff to update information in the existing ERP.
- Prepare draft ERP incorporating Incident-Specific Response Procedures for the high-priority threat scenarios identified in the RRA and preferences of the Village in accordance with the requirements of the American Water Infrastructure Act of 2018.

### **Final Documentation**

- Prepare final RRA/ERP documentation that combines the draft RRA and the draft ERP into a single document.
- Incorporate Village personnel comments and finalize report.
- Present report to the Stakeholder Group and other groups as directed by the Village.

# **Risk and Resilience Assessment / Emergency Response Plan Village of North Aurora**

## **Appendix to Attachment A – Scope of Services**

### **BACKGROUND**

The American Water Infrastructure Act (Public Law Number 115-270, passed 10/23/2018) requires all Community Water Supplies serving populations greater than 3,300 to conduct an assessment of the risks to, and resilience of, its water system. The Risk and Resilience Assessment (RRA) must include an assessment of:

- the risk to the system from malevolent acts and natural hazards;
- the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
- the monitoring practices of the system;
- the financial infrastructure of the system;
- the use, storage, or handling of various chemicals by the system; and
- the operation and maintenance of the system.

Based on the population served of approximately 25,000, the Village of North Aurora (Village) must submit to the US EPA Administrator a certification that the system has conducted a compliant RRA prior to June 30, 2021.

In addition, the Village must prepare an Emergency Response Plan (ERP) that incorporates the findings of the RRA and certify to the US EPA Administrator, not later than six (6) months after completion of the RRA, that the system has completed such a plan. The ERP must include:

- strategies and resources to improve resilience, including physical security and cybersecurity,
- plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water,
- actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers; and
- strategies to detect malevolent acts or natural hazards that threaten the system.

Engineering Enterprises Inc. (EEI) will assist the Village in meeting the regulatory requirements of the American Water Infrastructure Act of 2018 for its Community Water System by conducting the following Scope of Services.

Note: The Scope of Service assumes the Village will utilize its Information Technology Department or other resources (e.g. SCADA design consultant) to perform all necessary tasks associated with the assessment of resilience of relevant computer systems, including the water SCADA system.

## **TASK A: PROJECT ADMINISTRATION AND FACILITATION**

### **Task A-1: Project Administration**

This task includes a Project Kick-off meeting, overall project planning, coordination with the Village, and project management.

### **Task A-2: Stakeholder Assistance and Workshops**

Stakeholder Involvement is important to the development of the RRA and ERP. It is also required to fulfill the regulatory requirements of the American Water Infrastructure Act.

EEl will assist the Village in designating internal and external stakeholders that will participate in the development of the RRA and ERP. We anticipate the following stakeholder groupings:

- Program Champion – Engineering and Public Works staff member, responsible for overall project coordination.
- Steering Committee – Program Champion and other staff who will participate in key decisions regarding the Village's priorities and preferences throughout the project.
- Stakeholder Group – Representatives from organizations inside (e.g. Public Works Administration, Information Technology, Finance, Police, and Fire) and outside the Village (e.g. County Local emergency Planning Committee) who will participate in Workshops and provide input based on the perspective of the organization they represent.

EEl will lead one (1) Stakeholder Group Workshop during the development of the RRA and ERP.

### **Task A-3: Steering Committee Assistance and Progress Meetings**

EEl will lead up to five (5) Steering Committee meetings during the development of the RRA and ERP. It is anticipated that four (4) meetings will be conducted for the RRA and one (1) for the ERP.

## **TASK B – RISK AND RESILIENCE PLAN**

### **Task B-1: Asset Characterization**

An Asset Characterization will be completed in accordance with the AWWA/ANSI J-100 Risk Analysis and Management for Critical Asset Protection (RAMCAP) Standard for Risk and Resilience Management of Water and Wastewater Systems. The purpose of Asset Characterization is to determine the water assets that, if compromised, could impair the Village's ability to complete its mission.

For Task B-1, EEl will review relevant information from the Village and other sources, facilitate discussions, provide engineering support, and document decisions by the Steering Committee as necessary to complete the following tasks:

Risk and Resilience Assessment / Emergency Response Plan  
Village of North Aurora  
Appendix to Attachment A – Scope of Services

- Identify critical functions of the Village water and systems and associated assets to determine which assets are critical to their mission.
- Develop a list of potentially critical assets.
- Identify the critical internal and external infrastructures that support the potentially critical assets.
- Prioritize the potentially critical assets using the estimated consequences.
- Identify critical assets by screening the prioritized list using criteria relevant to the decisions to be made.

## Task B-2: Threat Characterization

A Threat Characterization will be completed in accordance with the AWWA/ANSI J-100 Risk Analysis and Management for Critical Asset Protection (RAMCAP) Standard for Risk and Resilience Management of Water and Wastewater Systems. The threats to be considered will include man-made hazards or accidents, natural hazards, and dependency hazards (interruptions of supply chains or proximity to dangerous sites). The specific threats in each category will include the Reference Threats defined by the RAMCAP methodology and modified by USEPA in Baseline Information on Malevolent Acts for Community Water Systems (see table). Other threats may be added at the utility's discretion.

Malevolent Threats by Threat Category								
Aircraft	Assault Team	Maritime	Vehicle Borne Bomb	Contamination of Product	Directed / Sabotage	Theft or Diversion	Cyber Insider	Cyber Outsider
A1 - Helicopter	AT1 - 1 Assailant	M1 - Small Boat	V1 - Car	C(B) - Biotoxin	S(P)I – Physical Insider	T(P)I – Physical Insider	CI1 - Insider	CO1 - Cyber Outsider Attackers
A2 - Small Plane	AT2 - 2-4 Assailants	M2 - Fast Boat	V2 - Van	C(C) - Chemical	S(P)U – Physical Outsider	T(P)U – Physical Outsider	CI2 - Trusted Insider / Accidental	CO2 - Criminal Group
A3 - Regional Jet	AT3 - 5-8 Assailants	M3 - Barge	V3 - Midsize Truck	C(C) - Explosive	AS - Active Shooter	T(C)I - Cyber Insider		CO3 - Terrorist
A4 - Large Jet	AT4 - 9-16 Assailants	M4 - Deep Draft Ship	V4 - Large Truck (18 Wheeler)	C(P) - Pathogen		T(C)U - Cyber Outsider		CO4 - Foreign Intelligence Service
				C(R) - Radionuclide				
Random (Natural Disaster) Reference Threats by Hazard Category							Dependency & Proximity Threats	
Earthquake	Floods	Hurricanes	Ice Storms	Tornadoes	Wildfires	Dependency	Proximity	
EQ1 - PGA 0.0 - 0.2	F1 - 100 Year Flood	H1 - Category 1	I0 - Minimal Damage	T0 - Fujita 0	W1 - FRG1	D(T) - Transportation	D(P) - Proximity	
EQ2 - PGA 0.2 - 0.4	F2 - 500 Year Flood	H2 - Category 2	I1 - Isolated Outages	T1 - Fujita 1	W2 - FRG2	D(C) - Key Customers		
EQ3 - PGA 0.4 - .08		H3 - Category 3	I2 - Scattered Outages	T2 - Fujita 2	W3 - FRG3	D(E) - Key Employees		
EQ4 - PGA 0.8 - 1.1		H4 - Category 4	I3 - Numerous Outages	T3 - Fujita 3	W4 - FRG4	D(S) - Key Suppliers		
EQ5 - PGA > 1.1		H5 - Category 5	I4 - Prolonged Outages	T4 - Fujita 4	W5 - FRG5	D(U) - Utilities		
			I5 - Widespread Outages	T5 - Fujita 5				

For Task B-2, EEI will review relevant information from the Village and other sources, facilitate discussions, provide engineering support, and document decisions by the Steering Committee as necessary to complete the following tasks:

- EEI will describe the credible malevolent threats, natural hazards, and dependency hazards as necessary to convey the general threat level posed.
- EEI will develop and apply a ranking system to evaluate threat–asset pairs and make recommendations for bottom-cutting.
- EEI will identify which threats apply to which assets and rank the threat–asset pairs according to the judged magnitude of the resulting consequences.
- EEI will assist in selecting the critical threat–asset pairs to be included in the rest of the analysis process. In general, these threat–asset pairs are the objects of analysis throughout the rest of the process. It is anticipated that five (5) to ten (10) threat-asset pairs will be identified for further analysis.

### **Task B-3: Consequence Analysis**

This task identifies the worst reasonable consequences that can be caused by the specific threat-asset pairs identified in Task B-2. The consequence analysis will consider:

- Number of fatalities
- Number of serious injuries,
- Financial loss to the owners of the facility
- Economic losses to the community

The consequence analysis may be based upon reasonable estimates. Consequences relate to degradation in public confidence, environmental quality, the ability of civilian or military agencies to function, etc. using a qualitative, descriptive analyses.

For Task B-3, EEI will review relevant information from the Village and other sources, facilitate discussions, provide engineering support, and document decisions by the Steering Committee as necessary to complete the following tasks:

- a) Apply worst-reasonable-case assumptions for each threat critical threat-asset pair and document the assumptions for each case.
- b) Estimate the consequences in terms of loss of life and serious injury, financial losses to the Water Utility, duration and severity of service denial for the affected customers, and economic losses to society and the public.
- c) Document the specific assumptions and procedures used for performing this consequence analysis, the worst-reasonable-case assumptions, and the results of the consequence analysis.
- d) Record the consequence values for use in determining Risk and Resilience values (Task B-6).

### **Task B-4: Vulnerability Analysis**

This task analyzes the ability of each critical asset and its protective systems to withstand each specified threat. Vulnerability analysis for malevolent events estimates the likelihood that an adversary will be successful in executing a specific attack mode on an asset, given that the attack occurs. For natural hazards, dependency hazards, and proximity hazards, the vulnerability is the likelihood that, given the hazard occurs, the estimated consequences will ensue.

For Task B-4, EEI will review relevant information from the Village and other sources, facilitate discussions, provide engineering support, and document decisions by the Steering Committee as necessary to complete the following tasks:

- a) Review pertinent details of the facility construction, systems, and layout. Evaluate existing countermeasures, mitigation measures, and other impediments to threats. Evaluate information on interdependencies, personnel interactions, and identify vulnerabilities or weaknesses in the protection system.
- b) Analyze the vulnerability of each critical asset or system to estimate the likelihood that, given the occurrence of a threat, the consequences estimated will result.
- c) Document the method used for performing the vulnerability analysis, the worst-reasonable-case assumptions, and the results of the vulnerability analysis.

- d) Record the vulnerability estimates as point estimates. The likelihood of attack success will be expressed as a fraction representing the number of successes among attempts.

### **Task B-5: Threat Analysis**

This task estimates the likelihood of malevolent event, dependency/proximity hazard, or natural hazard. There are three methods allowed by the J-100 RAMCAP process. EEI will use the most appropriate method given the specific threat being analyzed.

For Task B-5, EEI will review relevant information from the Village and other sources, facilitate discussions, provide engineering support, and document decisions by the Steering Committee as necessary to complete the following tasks:

- a) Malevolent Threats. Estimate the likelihood of a malevolent event is based on the adversary's objectives and capabilities and the attractiveness of the region, facility, and threat-asset pair relative to alternative targets.
- b) Natural Hazards. Estimate the probability of natural hazards by drawing on the historical record for the specific location of the asset. The frequencies for various levels of severity of natural hazards will be estimated using published records for earthquakes, tornadoes, and floods.
- c) Dependency and Proximity Hazards. Estimate the likelihood of dependency hazards based on local historical records for the frequency, severity, and duration of service denials.
- d) Record Estimates. Record the method used for making the estimates and the estimates themselves, as either single-valued point estimates or ranges.

### **Task B-6: Risk and Resilience Analysis**

This task step combines the results from Tasks B-1 through B-5 into estimates of the Village's risk and resilience.

For Task B-6, EEI will review relevant information from the Village and other sources, facilitate discussions, provide engineering support, and document decisions by the Steering Committee as necessary to complete the following tasks:

- a) Calculate risk for each threat-asset pair as the product of the results from Consequence Analysis, Vulnerability Analysis, and Threat Analysis, using the following equation:
  - $\text{Risk} = \text{Consequences} \times \text{Vulnerability} \times \text{Threat Likelihood} = C \times V \times T$
  - Where: Consequences are as estimated in Task B-3, Vulnerability is as estimated in Task B-4, and Threat likelihood is as estimated in Task B-5.
- b) Calculate the current level of resilience.
  - i. The asset resilience metric is service denial due to a threat-asset pair, weighted by vulnerability and threat likelihood.
    - $\text{Asset Resilience Metric} = \text{Duration} \times \text{Severity} \times \text{Vulnerability} \times \text{Threat Likelihood}$
    - Where: Duration = the time period of service denial, in days

- Severity = the amount of daily service denied, in gallons per day
  - Vulnerability and Threat Likelihood are as defined above.
  - ii. The economic resilience metric is lost revenue to the utility owner due to the threat–asset pair. Lost revenue is asset resilience times the unit price of the service, where price is the pre-disruption price.
  - iii. The community economic resilience metric is the lost economic activity to the community served by the utility. For the community, the metric is the same as the economic loss to the community, estimated in Task B-3.
- c) Record the risk and resilience estimates for each threat–asset pair for use in Task 7.

### **Task B-7 - Risk and Resilience Management**

Risk and resilience management is the deliberate process of deciding whether actions are needed to enhance security or resilience or both. It includes deciding on and implementing one or a portfolio of options to achieve an acceptable level of risk and resilience at an acceptable cost to the utility and the community.

For Task B-7, EEI will review relevant information from the Village and other sources, facilitate discussions, provide engineering support, and document decisions by the Steering Committee as necessary to complete the following tasks:

- a) Decide what risk and resilience levels are acceptable by examining the estimated results of the first six steps for each threat–asset pair. For those that are acceptable, document the decision. For those that are not acceptable, proceed to the next steps.
- b) Define countermeasure and mitigation/resilience options for those threat–asset pairs that are not acceptable.
- c) Estimate investment and operating costs of each option, being sure to include regular maintenance and periodic overhaul if expected. Adjust future costs to present value.
- d) Assess the options by analyzing the facility or asset under the assumption that the option has been implemented—revisiting all affected Tasks B-3 through B-6 to re-estimate the risk and resilience levels and calculating the estimated benefits of the option (the difference between the risk and resilience levels without the option and those with the option in place).
- e) Identify the options that have benefits that apply to multiple threat– asset pairs.
- f) Calculate the net benefits and benefit–cost ratio (and/or other criteria that are relevant in the utility’s resource decision-making) to estimate the total value and risk-reduction efficiency of each option.
- g) Review the options considering all the dimensions—fatalities, serious injuries, financial losses to the owner, economic losses to the community, and qualitative factors—and allocate resources to the selected options. Determine the resources—financial, human, and other—needed to operate the selected options.

### **Task B-8 - Risk and Resilience Assessment Documentation**

For Task B-8, EEI will document the procedures, findings, and results of the RRA process. The document will contain a description the results of Tasks B-1 through B-7, Stakeholder Workshop meeting attendees and minutes, a plan for implementing agreed upon operational and capital plans for decreasing risk and improving resilience.

## **TASK C: EMERGENCY RESPONSE PLAN**

### **Task C-1 – Review Existing Emergency Response Plan**

The American Water Infrastructure Act of 2018 requires all Community Water Supplies to update their ERPs to incorporate the results of the RRA (Task B). Specifically, the update must address the following:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

EEI has reviewed the Village's existing ERP. and create a plan for updating it to meet the requirements of the American Water Infrastructure Act of 2018.

### **Task C-2: Draft Emergency Response Plan**

For Task C-2, EEI will update the Village's existing ERP based on input from the Village. EEI will also incorporate Incident-Specific Response Procedures for the High-Priority Threat Scenarios identified in the RRA, in accordance with the requirements of the American Water Infrastructure Act of 2018. The Draft ERP document will be submitted to the Village for review.

EEI will present the rationale and content of the ERP during a Stakeholder Workshop. EEI will resolve any issues identified during the workshop and incorporate the resolution in the Final ERP.

### **Task C-3: Final Emergency Response Plan**

For Task C-3, EEI will finalize the ERP ensuring that it meets all the requirements of the American Water Infrastructure Act of 2018 and prepare the Village's final ERP.



# **ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST** **PROFESSIONAL ENGINEERING SERVICES**

Risk and Resilience Assessment / Emergency Response Plan  
 Village of North Aurora  
 November 3, 2020

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING			GIS	ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	PROJECT ENGINEER	GIS TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$209	\$203	\$145	\$90	\$70		
RISK AND RESILIENCE ASSESSMENT									
1	Project Management and Coordination			4	4		2	10	\$ 1,532
2	Steering Committee (4 mtgs.) and Stakeholder Group (1 mtg.) Assistance	2	20	20	2	2	46	\$ 7,698	
3	Risk and Resilience Assessment	1	16	48	2	2	69	\$ 10,737	
4	Final Documentation	2	16	32	4	4	58	\$ 8,946	
Risk and Resilience Assessment Subtotal:		5	56	104	8	10	183	\$ 28,913	
EMERGENCY RESPONSE PLAN									
1	Project Management and Coordination			1			1	\$ 145	
2	Steering Committee (1 mtg.)		2	2			4	\$ 696	
3	Update Existing Emergency Response Plan		1	8	1	1	11	\$ 1,523	
4	Final Documentation	1	1	4			6	\$ 992	
Emergency Response Plan Subtotal:		1	4	15	1	1	22	\$ 3,356	
PROJECT TOTAL:		6	60	119	9	11	205	32,269	

LABOR SUMMARY	
Engineering Expenses =	\$ 30,689
GIS Expenses =	\$ 810
Administrative Expenses =	\$ 770
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 32,269</b>

<b>TOTAL EXPENSES =</b>	<b>\$ 32,269</b>
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**Attachment C:**  
**ANTICIPATED PROJECT SCHEDULE**  
 Risk and Resilience Assessment / Emergency Response Plan  
 Village of North Aurora

WORK ITEM	Month:														
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Management and Coordination															
Steering Committee Meetings															
Stakeholder Group Meetings															
Risk and Resilience Assessment															
Emergency Response Plan															
Final Documentation															

**Legend**

	Project Kick-Off Meeting
	Steering Committee Meetings
	Stakeholder Group Meetings
	Risk and Resilience Assessment
	Emergency Response Plan
	Final Documentation



## Standard Schedule of Charges

January 1, 2020

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$214.00
Principal	E-3	\$209.00
Senior Project Manager	E-2	\$203.00
Project Manager	E-1	\$183.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$172.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$160.00
Project Engineer/Planner/Surveyor	P-4	\$145.00
Senior Engineer/Planner/Surveyor	P-3	\$133.00
Engineer/Planner/Surveyor	P-2	\$121.00
Associate Engineer/Planner/Surveyor	P-1	\$109.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$145.00
Project Technician	T-4	\$133.00
Senior Technician	T-3	\$121.00
Technician	T-2	\$109.00
Associate Technician	T-1	\$ 96.00
GIS Technician	G-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** MOOSE LAKE ESTATES SUBDIVISION  
**AGENDA:** NOVEMBER 16, 2020 REGULAR VILLAGE BOARD MEETING

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**ITEM**

- 1) Ordinance approving the Third Amendment to the Annexation Agreement for the Moose Lake Estates Subdivision
- 2) Ordinance approving a Plat for Moose Lake Estates – Unit 3

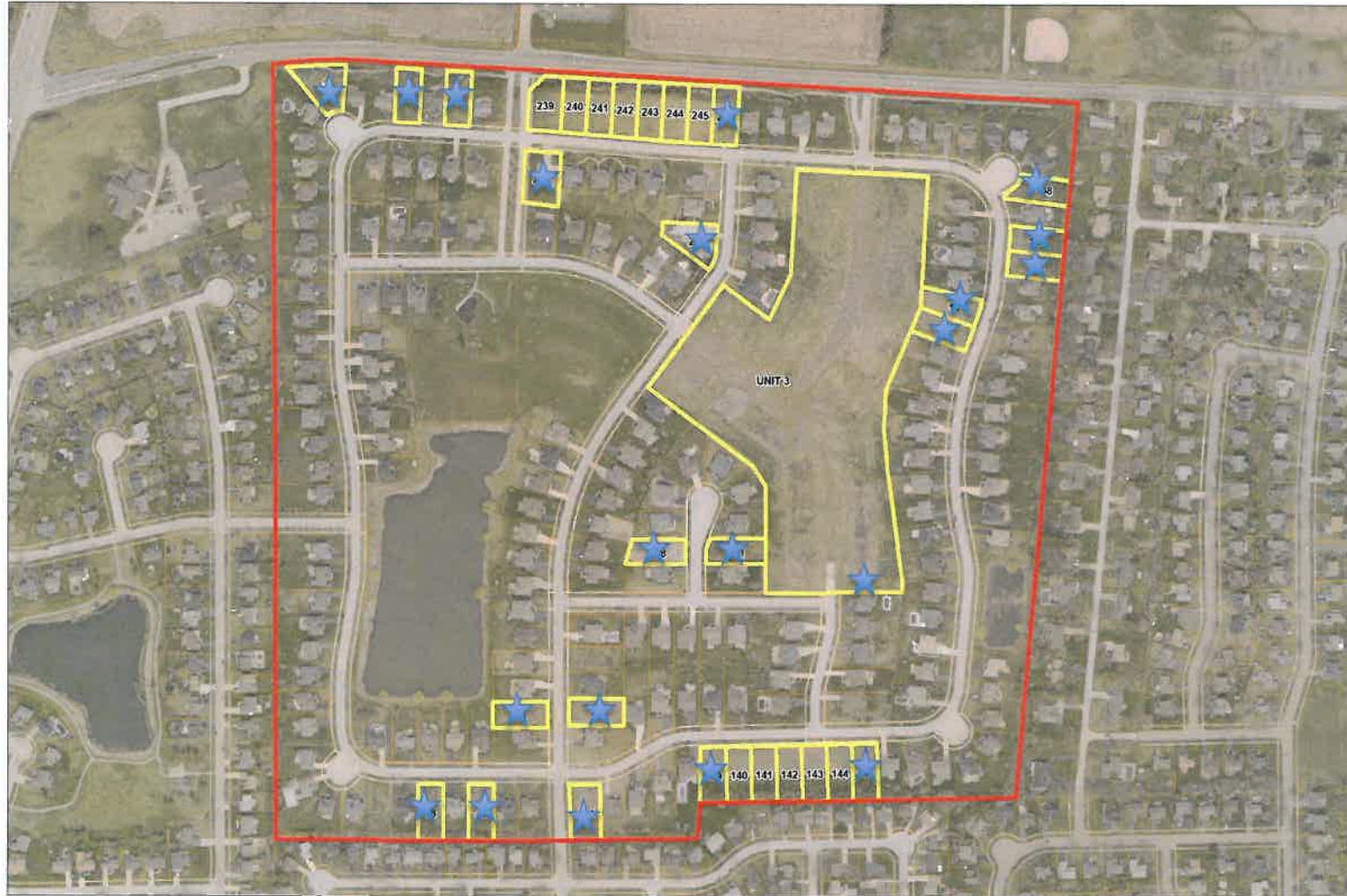
**DISCUSSION**

M/I Homes is the contract buyer for the remaining lots within Moose Lake Estates Units I & II (32 lots) and all of Unit III (36 lots). M/I Homes intends to develop the lots with single-family homes and is currently working through the Annexation Agreement to ensure clarity of their development obligations. A draft 3<sup>rd</sup> Annexation Agreement amendment has been submitted to the Village for consideration with concurrence from Village Staff and the Village Attorney.

The Village Board discussed this item at their October 19, 2020 Committee of the Whole meeting. While certain Board members were encouraged by the completion of the subdivision, others were concerned with the product being built. More specifically, those Board members were concerned with the potential for smaller homes being built than what currently exists in the subdivision. At the time of the meeting, the building product design was still underway, but a representative of M/I Homes did indicate during the COW discussion that the homes would range in size from 1,500 square feet to 3,000 square feet. Staff notes there are currently no required architectural standards in place for the subdivision.

M/I Homes hosted a virtual meeting with the Moose Lake Estates Homeowners Association on Monday, November 2, 2020. Staff attended said meeting. M/I Homes will have an anticipated 11 different floor plans in the Moose Lake Estates portfolio – 10 two-story homes and one ranch. The only issue raised by the HOA during the meeting was the floor plans being smaller than what currently exists in the subdivision, primarily being concerned with the 1,500 square foot ranch model. To address any concerns of the Moose Lake Estates Homeowners Association, M/I Homes voluntarily committed to self-restrict the 21 lots adjacent to the existing homes in the subdivision to 2-story floor plans only (shown on the attached exhibit with a 'star' symbol). M/I came up with this idea in order to maintain consistency with the streetscape. M/I Homes has also voluntarily agreed to include such language in their 3<sup>rd</sup> Annexation Agreement Amendment.

# Site Plan



VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

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**ORDINANCE APPROVING THE THIRD AMENDMENT TO THE ANNEXATION  
AGREEMENT FOR THE MOOSE LAKE ESTATES SUBDIVISION**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2020

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2020

by \_\_\_\_\_.

Signed \_\_\_\_\_

**VILLAGE OF NORTH AURORA**

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE APPROVING THE THIRD AMENDMENT TO THE ANNEXATION  
AGREEMENT FOR THE MOOSE LAKE ESTATES SUBDIVISION**

**WHEREAS**, the Village of North Aurora negotiated with M/I Homes of Chicago, LLC, an Illinois limited liability corporation, for a third amendment to that certain Annexation Agreement dated May 15, 2003 and recorded in the Kane County, Illinois Recorder's Office on June 9, 2003 as document number 2003K094737 (the "Annexation Agreement"); and

**WHEREAS**, the Territory was annexed to the Village and was zoned pursuant to E-3 Residential Planned Unit Development by Ordinance No. 03-05-27-04 on May, 27, 2003; and

**WHEREAS**, a First Amendment to the Annexation Agreement was approved by Ordinance No. 08-10-27-01 on October 27, 2008; and

**WHEREAS**, a Second Amendment to the Annexation Agreement was by Ordinance No. 11-12-05-10 on December 5, 2011; and

**WHEREAS**, M/I Homes of Chicago, LLC has filed an application for an additional amendment to the Annexation Agreement, as previously amended, relative to the development of the remaining lots in Units 1 & 2 and all of Unit 3 with single-family homes; and

**WHEREAS**, all notices, publications, procedures, public hearings, and other matters required for the consideration, approval, and execution of this Amendment to the Annexation Agreement have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

**WHEREAS**, the President and the Trustees have considered the Amendment pursuant to notice and a public hearing as required by law and find the Amendment is in the best interests of the Village of North Aurora.

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Directors of the Village of North Aurora as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The Third Amendment to the Annexation Agreement is hereby approved in the form attached as Exhibit A.
3. The Village President and Village Deputy Clerk are hereby authorized and directed to sign the Amendment to Annexation Agreement, and the Village staff are hereby authorized and directed to

**VILLAGE OF NORTH AURORA**

record the Annexation Agreement amendment and take whatever actions are necessary and appropriate to give effect to its terms.

4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Tao Martinez \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_  
Natalie Stevens, Village Deputy Clerk

**VILLAGE OF NORTH AURORA**

**Exhibit A**

**Third Amendment to the Annexation Agreement**

**This instrument prepared by:**

Vince Rosanova  
Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, Illinois 60540

**Return to:**

Mike Toth  
Village of North Aurora  
25 E. State St.  
North Aurora, IL 60542

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIRD AMENDMENT TO ANNEXATION AGREEMENT**

**(Moose Lake Estates Subdivision)**

BY AND BETWEEN the Village of North Aurora, an Illinois municipal entity (the "Village"), and M/I Homes of Chicago, LLC, ("MI"), a Delaware limited liability company, in regard to the Moose Lake Estates Subdivision Development, North Aurora, Illinois ("Moose Lake Estates"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, Gladstone Acquisitions L.L.C., an Illinois limited liability company ("Gladstone"), Moose International, an Indiana not-for-profit corporation ("Moose International"), and the Village entered into a certain Annexation Agreement dated May 15, 2003, and recorded in Kane County, Illinois, Recorder's office on June 9, 2003, as document number 2003K094737 ("Annexation Agreement"), which Annexation Agreement was amended by a certain First Amendment thereto entered into between Gladstone and the Village dated October 27, 2008, and recorded in Kane County, Illinois, Recorder's office on October 31, 2008, as document number 2008K082763 ("First Amendment"), and by a certain Second Amendment entered into between Gladstone, Property Speculators LLC, an Illinois limited liability company ("Property Speculators"), DKK Land Investors, LLC, an Illinois limited liability company ("DKK"), and the Village dated April 21, 2011, and recorded in the Kane County, Illinois, Recorder's office on June 20, 2011, as document number 2011K036389 ("Second Amendment") (The Annexation Agreement, First Amendment and Second Amendment are collectively referred to herein as "Annexation Agreement"), and the property described therein was annexed to the Village on May 27, 2003, pursuant to Ordinance No. 03-05-27-04, which Ordinance was recorded in Kane County, Illinois, Recorder's office on June 11, 2003, as document number 2003K095960; and

WHEREAS, MI is the Contract Purchaser of the remaining vacant lots in Units 1 & 2 and Unit 3 as legally described on Exhibit A ("Subject Property"); and

WHEREAS, the Plat of Subdivision for Moose Lake Estates - Unit 3, which was recorded on April 12, 2006, as document number 2006K039751 (the "Unit 3 Plat"), was vacated pursuant to the provisions of the Second Amendment, providing for an extension of four (4) years for the public concrete sidewalks, parkway trees, parkway landscaping and related improvements to be completed for Unit 3 after the Unit 3 Plat is re-recorded; and

WHEREAS, the Annexation Agreement provides a mechanism for making minor changes to the Preliminary Plan, preliminary and/or subdivision plans and/or plats, which mechanism requires approval by the Village Board without Plan Commission Review or Public Hearing (Section 5; Procedures B. of the Annexation Agreement); and

WHEREAS, the Village and MI have come to an Agreement regarding the Annexation Agreement that does not include any major changes to the Preliminary Plan, preliminary and/or subdivision plans and/or plats or changes to the zoning of the Subject Property, and affects only the timing for completion and acceptance of public improvements, subdivision security and related matters to address the final build-out of Moose Lake Estates as a result; and

WHEREAS, the President and Board of Trustees find that the changes to Annexation Agreement are in the best interests of the Village.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the Village and MI to revise the Annexation Agreement without public hearing as a minor amendment as follows:

1. **Defined Terms.** Any defined term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Annexation Agreement.
2. **Completion of the Moose Lake Estates Public Improvements.** The Village hereby confirms that all Public Improvements in Unit 1 and Unit 2 of Moose Lake Estates, including, without limitation, the underground improvements including water and sanitary sewer facilities and stormwater control facilities, with the exception of the items itemized on the Punch List (defined below) have been completed by prior developers.
3. **Improvements.** The Village has provided to MI an inventory of all outstanding public improvements which reflects all outstanding improvements with respect to the Moose Lake Estates (Units 1, Unit 2 & Unit 3), a copy of which is attached hereto as Exhibit B (the "Punch List"). In connection with its construction of single-family homes on the Subject Property, MI shall, at its expense, correct all Punch List deficiencies and construct all on-site (i.e., constructed on the Subject Property) improvements which shall include on-site sidewalks, parkway trees, and water and

sewer service lines from the right-of-way to the homes. Other than as specified on the Punch List and the approved engineering plans for Unit 3, MI shall have no obligation to make any off-site or on-site improvements. MI shall have a period of four (4) years from the date of recording the Moose Lake Estates Unit 3 Plat of Subdivision to complete the Punch List improvements for Units 1, 2 & 3 as well as all on-site sidewalks and Parkway Trees. Except for as specifically excepted on the Punch List, all subdivision improvements necessary for MI to obtain building permits for the residential building lots within the Property to be acquired by MI have been installed by prior developers or the Village and have been approved and accepted by the Village, including without limitation water supply and distribution improvements, sanitary sewer lines, retention and/or detention basins, streets, curbs and gutters (except for public sidewalks and Parkway Trees to be installed on the individual lots being purchased by MI in compliance with the requirements of Village ordinances). The Village hereby confirms that the prior developer has executed and delivered a bill of sale acceptable to the Village for all streets and other public improvements to be owned by the Village within Moose Lake Estates.

4. **Recapture.** The Village and MI acknowledge and agree that there are no outstanding recapture agreements applicable to the Subject Property.
5. **Fees.** Paragraphs 11 and 12 of the Annexation Agreement are hereby amended so that MI shall pay the development related fees identified on Exhibit C ("Fees") at the time of Building Permit or Certificate of Occupancy issuance, as listed on Exhibit C. These Fees shall be the sole and exclusive fees applicable to the Subject Property (including, but not limited to, building permit fees, occupancy permit fees, sewer and water connection fees, land/cash, transition, and building plan review and inspection fees). All fees shall not be increased for a period of five (5) years from recording of this Agreement. Notwithstanding anything herein to the contrary, the Village and MI agree that all third-party review and consulting fees incurred by the Village relative to Moose Lake Estates shall be reimbursed to the Village by MI and said five year prohibition on increases shall not apply to said third-party fees such as engineering, legal and inspection fees.
6. **Revenue Gap Fee.** The Village confirms that the Revenue Gap Fee identified in Exhibit D of the Annexation Agreement was waived as part of the Second Amendment, is not being collected and shall not be applicable to the Subject Property.
7. **Surety.** The Village agrees that MI shall be permitted to post a letter of credit or cash deposit to satisfy its surety requirements relative to any outstanding Punch List items.

The Village hereby approves the Engineer's Estimate of Probable Cost for the Punch List items attached hereto as Exhibit D ("EEOPC").

8. **Final Engineering Plans; Unit 3 Plat.** Final engineering plans and specifications for Moose Lake Estates prepared by Taurus Engineering dated December 10, 2002, were previously approved by the Village. Upon MI correction of the Punch List items, the Village hereby confirms that the Subject Property has been developed in conformance with the approved engineering plans. The Unit 3 Plat is approved for re-recording and shall be re-recorded before any permits are issued.

9. **Setbacks**

- a. **Side Yard Setback Variance.** The Village hereby confirms the granting of interior side yard setback variances permitting interior side yards of a minimum seven and a half feet (7.5') for the Subject Property, which variance was included on the Plans and was intended to be listed in Section 31 of the Annexation Agreement, providing that each structure has a minimum of twenty foot (20') separation from other structures, as provided in the Unit 3 Plat.
  - b. **Other Setbacks.** All other setbacks shall be as provided in the Unit 3 Plat.
10. **Dormant Special Service Area.** The Subject Property is included in a so-called "dormant" Special Service Area which was enacted to permit the Village to reimburse itself for any costs incurred in performing the obligations of the Moose Lake Estates Community Association. To date, this dormant Special Service Area has not been activated, and no Special Service Area taxes are due or payable with respect thereto, nor does the Village presently anticipate activating said Special Service Area unless the Association fails to maintain the elements described in the Special Service Area Ordinance.
11. **Storm Water Management.** The Village hereby confirms that MI shall have no obligation to modify the existing storm water improvements located in Moose Lake Estates which the Village confirms are adequate to serve the Property and which have been installed in accordance with the Engineering Plans, unless modifications are reasonably required to accommodate the development in keeping with sound engineering standards.
12. **Conflict with Ordinances.** If any pertinent existing resolutions or ordinances, or interpretations thereof, of the Village are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto

shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to Moose Lake Estates.

**13. Village Consent.** The Village acknowledges that upon MI's acquisition of the Property, MI will succeed all rights, duties and interests of the "Owner" and "Developer" in and to that certain Annexation Agreement. With regard thereto, the Village hereby certifies to MI that:

- a. The Village is not aware of any breaches or defaults under the Annexation Agreement of any prior Owner or Developer of the Property that have not been cured or otherwise resolved to the satisfaction of the Village.
- b. The Village hereby confirms that the Property is zoned E-3 PUD, and that all zoning and subdivision control deviations granted in the Annexation Agreement and preliminary plat of subdivision remain in full force and effect.
- c. The Village hereby approves the transfer of ownership to MI in accordance with paragraph 26 of the Annexation Agreement and will approve subsequent transfers to MI's assignees.

**14. Assignability.** This Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Subject Property, provided, however, that MI shall not assign its rights or delegate its duties hereunder, and such rights shall not inure to subsequent owners of the Subject Property unless the Village provides its prior written express consent of the proposed assignee of such rights, which consent shall not be unreasonably withheld. The Parties agree that it shall be unreasonable for the Village to withhold its consent if the proposed assignee is an affiliate or entity controlled by MI or an unrelated experienced, reputable, qualified and significant builder/developer of the type of residential community contemplated in this Agreement. If MI desires the Village approve an assignment, it shall make such request to the Village in writing, which request shall identify the proposed assignee, and MI shall provide the Village with all information reasonably requested by the Village with respect to the proposed assignee's qualifications. Notwithstanding anything herein to the contrary, all the duties of MI shall run with the land and be binding on all subsequent owners of the Subject Property.

**15. Effective Date.** The "Effective Date" of this Agreement shall be the date on which MI or its assign acquires ownership of the Subject Property. As of the date of the Village Board approval of this Agreement, MI does not own the Subject Property. This Agreement shall not be signed by MI or recorded with the Kane County Recorder until such time as MI or its assign has also become the owner of the Subject Property. This

Agreement shall only be effective upon MI or its assign acquiring ownership of the Subject Property until it is signed and recorded. MI shall notify the Village Attorney within seven (7) days of its acquisition of the Subject Property. If such notice is not received within one hundred eighty (180) days after Village Board approval, this Agreement shall automatically terminate.

**16. Restriction On Location of Single-Story Homes.** MI has elected to prohibit single-story homes from being located adjacent to any existing home with a shared side yard lot line in the Moose Lake Estates Subdivision as of the date of this Third Amendment. Accordingly, no single-story homes will be constructed on the following lots by MI in the Moose Lake Estates Subdivision: 2, 4, 7, 38, 40, 84, 87, 111, 118, 134, 139, 145, 165, 166, 168, 181, 182, 202, 233, 238, and 246 ("Restricted Lots"). Notwithstanding anything herein to the contrary, single-story homes shall be permitted on all other lots in the Moose Lake Estates Subdivision.

IN WITNESS WHEREOF, this Third Amendment to Annexation Agreement is executed as of the date set forth above.

THE VILLAGE OF NORTH AURORA,  
an Illinois municipal corporation

M/I HOMES OF CHICAGO, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Village President

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_  
Village Clerk

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

#### **Unit 1**

Parcel 1: Lots 2, 4, 7, 38, 40, 84, 87, 233 and Lots 238 through 246, both inclusive, in Moose Lake Estates – Unit 1, being a subdivision of part of Sections 32 and 33, Township 39 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded September 30, 2003 as Document No. 2003K180359, in Kane County, Illinois.

#### **Unit 2**

Parcel 2: Lots 111, 118, 134, 139, 140, 141, 142, 143, 144, 145, 165, 166, 168, 181 and 182 in Moose Lake Estates – Unit 2, being a subdivision of part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 7, 2004 as Document No. 2004K073634, in Kane County, Illinois.

#### **Unit 3**

Parcel 3: That part of Section 33, Township 39 North, Range 8, East of the Third Principal Meridian lying South of Mooseheart Road and described as follows: Beginning at the northwest corner of Lot 177 of Moose Lake Estates Unit 2, according to the plat thereof recorded on June 7, 2004 as document number 2004K073634 in Kane County, Illinois; thence South 03°11'40" West 416.90 feet to the southwest corner of Lot 181 in aforesaid Moose Lake Estates Unit 2; thence South 22°27'24" West 285.40 feet; thence South 02°39'55" West 117.59 feet; thence South 05°05'09" East 140.11 feet to the southwest corner of Lot 187 in aforesaid Moose Lake Estates Unit 2; thence South 07°41'21" East 351.90 feet to the southwest corner of Lot 191 in aforesaid Moose Lake Estates Unit 2; thence South 05°05'56" West 29.75 feet; thence South 89°55'46" West 194.74 feet to the northwest corner of Lot 201 in aforesaid Moose Lake Estates Unit 2; thence South 84°59'02" West 66.25 feet; thence South 89°55'46" West 171.00 feet to the southeast corner of Lot 110 in aforesaid Moose Lake Estates Unit 2; thence North 00°04'14" West 341.00 feet; thence North 33°03'29" West 76.22 feet to the northeast corner of Lot 114 in aforesaid Moose Lake Estates Unit 2; thence North 53°26'55" West 415.00 feet to the northwest corner of Lot 98 in Moose Lake Estates Unit 1, according to the plat thereof recorded on September 30, 2003 as document number 2003K180359 in Kane County, Illinois; thence North 36°33'05" East 402.80 feet along the easterly right of way of Sycamore Lane to the southwest corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence South 53°26'55" East 182.00 feet to the southeast corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence North 25°34'39" East 156.98 feet; thence North 03°11'40" East 336.52 feet to the northeast corner of Lot 230 in aforesaid Moose Lake Estates Unit 1; thence South 86°48'20" East along the south right-of-way line of Moose Lake Drive, 416.00 feet to the Point of Beginning, in Kane County, Illinois.

<u>LOT #</u>	<u>SUBDIVISION</u>	<u>PIN #</u>	<u>Address</u>
2	MOOSE LAKE SINGLE FAMILY	12-32-280-007	536 Mallard Point Dr, N.Aurora, IL
4	MOOSE LAKE SINGLE FAMILY	12-32-280-005	578 Mallard Point Dr, N.Aurora, IL
7	MOOSE LAKE SINGLE FAMILY	12-32-280-002	566 Mallard Point Dr, N.Aurora, IL
38	MOOSE LAKE SINGLE FAMILY	12-32-488-054	418 Mallard Point Dr, N.Aurora, IL
40	MOOSE LAKE SINGLE FAMILY	12-32-488-056	410 Mallard Point Dr., N.Aurora, IL
84	MOOSE LAKE SINGLE FAMILY	12-33-357-012	404 Sycamore Ln., N.Aurora, IL
87	MOOSE LAKE SINGLE FAMILY	12-33-359-004	405 Sycamore Ln., N.Aurora, IL
111	MOOSE LAKE SINGLE FAMILY	12-33-358-017	475 Mount Ct, N.Aurora, IL
118	MOOSE LAKE SINGLE FAMILY	12-33-358-012	476 Mount Ct, N.Aurora, IL
134	MOOSE LAKE SINGLE FAMILY	12-33-360-001	321 Pheasant Hill Dr., N.Aurora, IL
139	MOOSE LAKE SINGLE FAMILY	12-33-360-006	341 Pheasant Hill Dr., N.Aurora, IL
140	MOOSE LAKE SINGLE FAMILY	12-33-360-007	345 Pheasant Hill Dr., N.Aurora, IL
141	MOOSE LAKE SINGLE FAMILY	12-33-360-008	349 Pheasant Hill Dr., N.Aurora, IL
142	MOOSE LAKE SINGLE FAMILY	12-33-360-009	353 Pheasant Hill Dr., N.Aurora, IL
143	MOOSE LAKE SINGLE FAMILY	12-33-360-010	357 Pheasant Hill Dr., N.Aurora, IL
144	MOOSE LAKE SINGLE FAMILY	12-33-360-011	361 Pheasant Hill Dr., N.Aurora, IL
145	MOOSE LAKE SINGLE FAMILY	12-33-360-012	365 Pheasant Hill Dr., N.Aurora, IL
165	MOOSE LAKE SINGLE FAMILY	12-33-326-024	457 Pheasant Hill Dr., N.Aurora, IL
166	MOOSE LAKE SINGLE FAMILY	12-33-326-023	461 Pheasant Hill Dr., N.Aurora, IL
168	MOOSE LAKE SINGLE FAMILY	12-33-326-021	469 Pheasant Hill Dr., N.Aurora, IL
181	MOOSE LAKE SINGLE FAMILY	12-33-332-010	450 Pheasant Hill Dr., N.Aurora, IL
182	MOOSE LAKE SINGLE FAMILY	12-33-332-011	446 Pheasant Hill Dr., N.Aurora, IL
233	MOOSE LAKE SINGLE FAMILY	12-33-303-006	541 Sycamore Ln., N.Aurora, IL
238	MOOSE LAKE SINGLE FAMILY	12-33-152-001	544 Moose Lake Ave, N.Aurora, IL
239	MOOSE LAKE SINGLE FAMILY	12-33-151-003	545 Moose Lake Ave, N.Aurora, IL
240	MOOSE LAKE SINGLE FAMILY	12-33-151-004	541 Moose Lake Ave, N.Aurora, IL
241	MOOSE LAKE SINGLE FAMILY	12-33-151-005	537 Moose Lake Ave, N.Aurora, IL
242	MOOSE LAKE SINGLE FAMILY	12-33-151-006	533 Moose Lake Ave, N.Aurora, IL
243	MOOSE LAKE SINGLE FAMILY	12-33-151-007	529 Moose Lake Ave, N.Aurora, IL
244	MOOSE LAKE SINGLE FAMILY	12-33-151-008	525 Moose Lake Ave, N.Aurora, IL
245	MOOSE LAKE SINGLE FAMILY	12-33-151-009	521 Moose Lake Ave, N.Aurora, IL
246	MOOSE LAKE SINGLE FAMILY	12-33-151-010	517 Moose Lake Ave, N.Aurora, IL

**EXHIBIT B**  
**PUNCH LIST**

## Moose Lake Estates Walk

Lot Number	B Box Is and Kayable	Structures damaged or full	Curb Ok	Sanitary Sub In	Notes
99	Broken	FH Valve Box Broken		Y	Blue shaded lots are in unfinished section
100	Broken			Y	50% of storm inlets need to be cleaned
101	Buried/Broken			Y	
102	Good	MH off center and clean #		Y	
103	Broken/Buried			Y	
104	Broken			Y	
105	Broken/Buried	FH Valve Box Broken		Y	
106	Broken/Buried			Y	
107	Broken			Y	
108	Broken			Y	
109	Broken	Broken Storm lid rear yard		Y	
202	Broken			Y	
203	Broken	MH #40 Change lid-says storm		Y	
204	Broken			Y	
205	Bent			Y	
206	Broken	Clean Structure inlet #207		Y	
207	Broken/Buried			Y	
208	Broken			Y	
209	Broken			Y	
210	Broken			Y	
211	Broken			Y	
212	Broken			Y	
213	Broken			Y	
214	Bent/Broken			Y	
215	Good			Y	
176	Broken			Y	
216	Broken lift side house	Clean Structure MH #34		Y	
217	Bent/Broken			Y	
218	Broken			Y	
219	Good			Y	
220	Good			Y	
221	Broken			Y	
222	Broken	Clean inlet #89		Y	
223	Broken/Bent			Y	

## Moose Lake Estates Walk

224	Broken						Y	
225	Broken						Y	
Lot Number	B Box in and Keyhole	Structures in, manged or full	Curb Ok	Walk Cx	Sanitary S.ubs in			
233	Good	B box in Drive/ P lot			Y			
246	Broken				Y			
245	Broken				Y			
244	Bent				Y			
243	Good				Y			
242	Broken/Buried				Y			
241	Bent				Y			
240	Good				Y			
239	Good				Y			
238	Buried under drive	P Lot			Y			
2	Good				Y			
4	Broken Head		Chiped Curb		Y			
7	Broken				Y			
38	Broken				Y			
40	Burried			3 Sq broken	Y			
84	Good				Y			
87	Broken				Y			
111	Good		Chiped Curb		Y			
118	Broken		Chiped Curb	4 Sq Broken	Y			
134	Good				Y			
139	Good				Y			
140	Good				Y			
141	Good				Y			
142	Good				Y			
143	Good			1 Sq Broken	Y			
144	Good				Y			
145	Good				Y			

## Moose Lake Estates Walk

182	Good				y
181	Broken/Buried				y
165	Broken/Buried				y
166	Good				y
168	Broken				y

**EXHIBIT C**  
**FEEES**

Type	Permit Fees (Payable at Building Permit)	
Building Permit (per 100 sq. ft.)	\$	31.00
Plan Review Fee		At review cost +12%
Sanitary Connection	\$	597.00
Storm Connection	\$	175.00
Waterworks Connection	5/8"	1,800.00
	1"	3,000.00
	1 1/2"	3,588.00
Water Meter and Reader	5/8"	483.00
	1"	655.00
	1 1/2"	1,330.00
Water Usage	\$	67.00
Damage and Nuisance Bond (Refundable)	\$	5,000.00
Fire District Fee	\$	715.00
Library Fee	\$	120.00
Capital Western Fee	\$	731.50
Engineering Review Fee	\$	625.00
Plumbing Inspection Fee	\$	185.00
Mooselake Trans (KDOT)	\$	1,200.00
Village Transportation	\$	1,200.00
School Land Cash	3 bed	1,957.20
	4 bed	3,544.30
	5 bed	2,530.00
School District #129 Capital Impact Fee	3 bed	Fair Market Value Based Fee
	4 bed	Fair Market Value Based Fee
	5 bed	Fair Market Value Based Fee

**EXHIBIT D**  
**EEOPC**

Total Storm Sewer .....

\$4,750.00

Total Underground .....

\$10,000.00

**D. Miscellaneous Improvements**

1	Street Lights (Controller, Cable, Misc.)	E.A.	6	6,000.00	\$36,000.00
2	Parkway Trees	E.A.	72	500.00	\$36,000.00
3	Traffic Control Signs	Lump Sum	1	1,500.00	\$1,500.00
4	Erosion Control Maintenance	Lump Sum	1	2,500.00	\$2,500.00
					<u>\$76,000.00</u>


Total Project Costs .....

\$372,487.50

Security Amount @ 110%

\$409,736.25

Note: This Engineer's Estimate of Probable Cost is made on the basis of the Engineer's experience and qualifications using plan quantities and represents Engineer's best judgement as to the correlation with current pricing for similiary jobs. Since the Engineer has no control over the cost of labor, material, equipment or services furnished by others, or over the Contractor's methods of determining prices, market conditions, or competitive bidding, the Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from the Estimate of Probable Cost.

  
Raymond G. Ulreich, IL Licensed Professional  
Engineer No. 062-040213, Expires 11/30/2019



**Moose Lake Unit 3**  
**Engineer's Estimate of Probable Cost**

November 20, 2019

**Pavement Improvements**

	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
-					
1	Fine Grading	S.Y.	5,850	\$ 1.25	\$7,312.50
2	Bituminous Concrete Surface Course, 1 ½"	S.Y.	5,450	\$ 7.00	\$38,150.00
3	Bituminous Concrete Binder Course, 2 ½"	S.Y.	5,450	\$ 9.00	\$49,050.00
4	12" Aggregate Base Course, Type B CA-6	S.Y.	5,450	\$ 12.00	\$65,400.00
7	B6.12 Curb & Gutter	L.F.	3,650	\$ 17.50	\$63,875.00
8	Prime Coat, MC-30	Gallons	5,778	\$ 1.00	\$5,777.78
9	Tack Coat	Gallons	3,800	\$ 1.50	\$5,700.00
10	Lime Stabilization	S.Y.	6,889	\$ 7.00	\$48,222.22
11	Street Cleaning	Lump Surr	1	\$ 3,000.00	\$3,000.00
Total Cost .....					<u><u>\$286,487.50</u></u>

**Underground Improvements**

**A. Sanitary Sewer**

1	Adjust Frames	Each	3	150.00	\$450.00
Total Sanitary Sewer.....					<u><u>\$450.00</u></u>

**B. Watermain**

1	Replace B-Boxes	Each	30	150.00	\$4,500.00
2	Replace FH V Box	Each	2	150.00	\$300.00
Total Watermain .....					<u><u>\$4,800.00</u></u>

**C. Storm Sewer System**

1	Clean System	L.S.	1	2,500.00	\$2,500.00
2	Filter Baskets	EA	9	250.00	\$2,250.00

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

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**ORDINANCE APPROVING A PLAT FOR MOOSE LAKE ESTATES – UNIT 3**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2020

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2020  
by \_\_\_\_\_.

Signed \_\_\_\_\_

VILLAGE OF NORTH AURORA

**ORDINANCE NO.**

**BEING AN ORDINANCE APPROVING A PLAT FOR MOOSE LAKE ESTATES – UNIT 3**

**WHEREAS**, Ordinance No. 03-04-14-03 was passed on April 14, 2003, approving an Annexation Agreement for the property proposed to be annexed into the Village of North and developed as Moose Lake Estates (the “Annexation Agreement”); and

**WHEREAS**, the property that was the subject of the Annexation Agreement was annexed and zoned by Ordinance No. 03-05-27-04 on May 27, 2003; and

**WHEREAS**, Units 1 and 2 were platted and developed, and a Plat for Unit 3 was approved in 2006, but the Unit 3 Plat was vacated by Ordinance No. 11-07-18-02 passed on July 18, 2011, due to the downturn in the economy; and

**WHEREAS**, the Village passed Resolution R12-01-16-02 on January 16, 2012, approving a Bill of Sale and accepting the grading and underground improvements in Unit 3, but Unit 3 remains un-platted; and

**WHEREAS**, M/I Homes of Chicago, LLC, (“MI”) is acquiring Moose Lake Unit 3 and has submitted a Plat for Moose Lake Estates - Unit 3 prepared by Taurus Engineering that is virtually identical to the Plat that was vacated, with changes to the certifications, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (the “Moose Lake Estates – Unit 3 Plat”); and

**WHEREAS**, The President and Board of Trustees determine that approval of the Plat submitted by MI is in the best interests of the Village of North Aurora for the completion of the development of the Moose Lake Estates subdivision.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The Moose Lake Estates – Unit 3 Plat is hereby approved in the attached as Exhibit A, provided that the Community and Economic Development Director may approve minor changes to the Plat before recording and shall work with M/I to finalize the outstanding improvement punch list items and Engineer’s Estimate Opinion of Probable Cost that are in keeping with the Annexation Agreement as amended, the approved engineering plans and the zoning provisions that are applicable.
3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

**VILLAGE OF NORTH AURORA**

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Tao Martinez \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_  
Deputy Village Clerk

## Exhibit A



**FINAL PLAT OF SUBDIVISION**  
***Moose Lake Estates - Unit 3***  
Being a Subdivision of Part of Section 31, Township 35 North, Range 8 East of the Third Principal Meridian Lying South of Mooseheart Road, Kane County, Illinois.

**HINTS:**

- All statements along the third & last year shall be 1P unless otherwise noted.
- All statements along the delayed shall be P-unless otherwise noted.
- All statements above herein shall be R-Table LARSEN and P-Table unless otherwise noted.

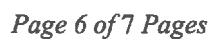
P.I.N. 12-33-304-014



Page 5 of 7 Pages

**FINAL PLAT OF SUBDIVISION**  
***Moose Lake Estates - Unit 3***

Being a Subdivision of Part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian Lying South of Moosheart Road, Kane County, Illinois.







# Memorandum

**To:** Steve Bosco, Village Administrator

**From:** Natalie Stevens, Executive Assistant

**Date:** November 10, 2020

**Re:** Approval of Resolution Waiving of all Annual Business Registration Fees and Liquor License Fees for 2021 Registrations

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Village Staff has been looking into the costs associated and the process to waive all annual business registration fees and all liquor license fees for 2021 registrations in an effort to support businesses during the time of the COVID-19 pandemic.

The Village Board, while discussing an outdoor dining reimbursement program during the November 2, 2020 Committee of the Whole meeting, expressed support for this fee waiver.

Annual business registration fees cover the calendar year from January 1 to December 31 at a cost of \$50 per business. The Village of North Aurora has approximately 350 businesses, which would be a reduction of revenue of about \$17,500 from those registration fees if they were waived. The Village would also look to waive all registration fees for incoming businesses opening in calendar year 2021.

Liquor licenses go from March 1 to February 28, spanning two calendar years. Since the Village Board was working on a program to assist dining establishments, we would be looking to waive the liquor license fees in the categories of A, B, C, J, and T establishments, being all dining establishments with liquor licenses. If the Village wished to waive those select liquor license fees for 2021 registrations, that would be an approximate reduction of revenue of \$35,900. We would also look to waive the supplemental licenses, generally \$50 each, for these businesses.

Combined with the business registrations, this would be a total waived amount of approximately \$54,000. For clarification, the waiving of liquor licenses and business registration fees would result in reductions of revenue to the general fund.

In both cases, businesses would still be required to fill out and submit all required registration and application paperwork minus the cost of the annual fees.

Please see the attached resolution allowing for a one year fee waiver for all 2021 business registrations and certain liquor licenses.

**Resolution No. \_\_\_\_\_**  
**Resolution to Waive All Business and Select Liquor License Annual Fees for 2021 Registrations**

**WHEREAS**, the Village of North Aurora is aware of the burden being placed on business owners during the COVID-19 Pandemic and the subsequent loss of revenue and hardship many businesses are experiencing; and

**WHEREAS**, the Village of North Aurora is in good financial standing that would allow the Village to assist our local businesses during this time without undue hardship to the Village's own funds; and

**WHEREAS**, the Village of North Aurora will waive all annual fees for both existing and incoming business registrations from January 1 – December 31, 2021; and

**WHEREAS**; and the Village of North Aurora will waive all liquor license and supplemental liquor licenses fees for the Classes of A, B, C, J and T Liquor Licenses from March 1, 2021 – February, 28 2022; and

**WHEREAS**; all businesses will still be required to register and all liquor licenses will still go through the application and renewal processes.

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. This Resolution shall take immediate full force and effect from and after its passage and approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

Mark Guethle \_\_\_\_\_

Mark Carroll \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Tao Martinez \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Approved and signed by me as President of the Board of trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020 A.D.

\_\_\_\_\_  
Village President Dale Berman

ATTEST:

\_\_\_\_\_  
Village Clerk