



Meeting Held Electronically

NORTH AURORA VILLAGE BOARD MEETING MONDAY, NOVEMBER 15, 2021 – 7:00 P.M. NORTH AURORA VILLAGE HALL - 25 E. STATE ST.

AGENDA

Due to the current COVID-19 pandemic, Village Board meetings are being conducted live and remotely via telecommunications to help prevent the spread of COVID-19. For best safety practices, the public is encouraged to attend the board meeting remotely via telecommunications using Zoom. The public can access the meeting remotely as follows:

Website Address: <https://us02web.zoom.us/j/85877803622>

Meeting ID: 858 7780 3622

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.

Please be advised, all visitors to North Aurora Village Hall are required to wear face coverings, regardless of vaccination status. Participants and attendees in board and commission meetings are permitted to remove their face coverings once seated if they are vaccinated and able to maintain 6-feet of social distancing from other participants.

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

ROLL CALL

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 11/01/2021 and Committee of the Whole Minutes dated 11/01/2021
2. Bills List Dated 11/15/2021 in the Amount of **\$252,801.33**
3. Approval of Resolution Accepting the Public Improvements for the Lincoln Valley on the Fox Phase One Development
4. Approval of Travel and Expense Report for Business Purposes in the Amount of **\$180.00**
5. Approval of Sanitary Sewer Easements

NEW BUSINESS

1. Approval of Ordinance Amending Chapter 5.35 of the North Aurora Municipal Code Regulating Mobile Food Vending in the Village of North Aurora
2. Approval of Ordinance Amending Sections 5.08.340 Regarding Alcoholic Beverage Sales on Class J-3 Licenses
3. A Resolution approving a Sewer Easement Agreement with ComEd and a Storm Water Easement Performance and Indemnity Agreement with North Aurora Industrial Venture, L.L.C. and Opus Development Company, L.L.C.
4. Approval of 2022 Road Program Engineering Services Agreement with Engineering Enterprises, Inc. (EEI) in the Estimated Amount of **\$204,730.00**
5. Approval of Route 31 & Airport Road Intersection Design & Construction Engineering Services Agreement with Engineering Enterprises, Inc. (EEI) in the Amount of **\$186,722.00**

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials:



**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, November 1, 2021**

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Mark Gaffino, Trustee Mark Carroll, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Dave Fisher.

AUDIENCE COMMENTS – None

PROCLAMATION- National Apprenticeship Week

Mayor Gaffino declared the week of November 15-21 2021 National Apprenticeship Week.

PRESENTATION- Presentation by Lauterbach & Amen Regarding the Village's 2021 Audit Process
Finance Director Hannah introduced Jamie Wilkey of Lauterbach & Amen, LLP.

Ms. Wilkey complimented Director Hannah and staff on the outstanding job they had done preparing for the audit and stated that their efforts resulted in the Village receiving a Certificate of Achievement for Excellence in Financial Reporting in 2020.

Ms. Wilkey gave a brief summary of the Audit Process and its findings, declaring a clean audit opinion for the May 31st financial statements.

CONSENT AGENDA

1. Village Board Minutes dated 10/18/2021 and Committee of the Whole Minutes dated 10/18/2021
2. Bills List Dated 11/01/2021 in the Amount of \$654,038.88
3. Renewing the Traffic Signal Intergovernmental Master Agreement (IGA) with Illinois Department of Transportation (IDOT)

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

NEW BUSINESS

1. Approval of Estimate of 2021 Tax Levy for Purposes of Truth in Taxation

Director Hannah explained that the agenda item was seeking approval of the 2021 Tax Levy Estimate of \$2,690,000 for the Village and \$1,970,000 for the Messenger Public Library. He stated that this item had been previously discussed at the October 18, 2021 Committee of the Whole.

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

2. Approval of Comprehensive Annual Financial Report as of May 31, 2021 and Other Financial Reporting Documents

Director Hannah explained that this item was the formal approval of the Financial Reporting Documents.

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

3. Approval of Resolution Approving a Collective Bargaining Agreement Between the Village of North Aurora and the Illinois Fraternal Order of Police Labor Council from June 1, 2021 through May 31, 2024

Administrator Bosco explained that negotiations with the Police Sergeant Collective Bargaining Unit went well resulting in a new three year contract, retroactively effective June 1, 2021-May 31, 2024.

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

4. Ordinance approving the First Amendment to the Development Agreement between Village of North Aurora, Mark E. Sorrentino, Trustee of the Mark E. Sorrentino Trust No. 1 Dated October 14, 1996 and Progressive Concepts, LLC

Community & Economic Development Director Mike Toth explained that this item related to the Casey's development located in the Randall Square property on the southwest corner of Randall and Oak Streets, a B-2 General Business District area. A public hearing was held before the Plan Commission at their August 3, 2021 meeting, the Plan Commission was supportive of the development as was the Village Board as discussed at the August 16, 2021 Committee of the Whole meeting.

Director Toth Stated that both this item and the next agenda item related to the development.

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

5. Ordinance Amending a Special Use as a B-2 General Commercial Planned Unit Development for Lot 5 of Randall Square

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

VILLAGE PRESIDENT – None

TRUSTEES COMMENTS – None

ADMINISTRATOR’S REPORT – Administrator Bosco explained that the Village is working with Kane County on an Intergovernmental Agreement to allow the Village more control over curb cuts along Randall and Oak Streets.

Bosco also mentioned the Veterans’ Day ceremony would be held at Veterans’ Memorial on Willoway, on Thursday November 11, 2021 at 11am.

ATTORNEY’S REPORT – None

VILLAGE DEPARTMENT REPORTS- Overview of 2021 Basic Financial Statements

Director Hannah detailed information included in the Comprehensive Annual Financial Report for the Board.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, November 1, 2021**

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

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

In attendance: Mayor Mark Gaffino, Trustee Mark Carroll, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Village Attorney Kevin Drendel, Public Works Director John Laskowski, Police Chief Dave Fisher.

AUDIENCE COMMENTS – See below

TRUSTEE COMMENTS - None

DISCUSSION

1. Mobile Food Vendor Code Updates

Administrator Bosco explained that at the last Committee of the Whole meeting on October 18, 2021 the Village Board had given feedback that they may be in favor of allowing food trucks along the Route 31 corridor under certain restrictions.

Director Toth stated he was interested in continuing the discussion as an opportunity to promote restaurant development along Route 31.

In addition to current provisions for food truck vendors, Director Toth suggested the addition of the following:

- The mobile food vendor shall either own or maintain leasehold interest in a building or tenant space on a property where the restaurant use is classified as a permitted use in the applicable zoning district.
- Food shall only be served inside the building or tenant space.
- The mobile food vendor vehicle shall be parked in a location contiguous to the building and not interfere with customer parking or vehicular or pedestrian traffic.
- The mobile food vendor vehicle shall not be located on any portion of a public road, public sidewalk or bike path or similar public way.

The Board discussed the practicality, and the aesthetic factor of allowing food trucks along Route 31.

Mayor Gaffino suggested the possibility that the scenario of long term food truck operations could be evaluated on a case by case scenario. Administrator Bosco followed up that idea suggesting that if verbiage was added to the ordinance that the Village issues these permits upon application to the Village Board. Therefore Board approval would be needed for each individual case.

Director Toth stated he would take the Board's feedback on this subject and work on implementing the ideas.

2. ARPA Funding and Potential Lead Service Line Replacement Program

Administrator Bosco explained that Village Staff had a recommendation for the funds from the American Rescue Plan Act.

Director Hannah explained that the Village was allocated \$2,400,000 from the ARPA, of which a first payment was received in September 2021. The funds need to be obligated by December 31, 2024 and incur expenses for the project by 12/31/2026. The stated purposes for the funding included support response efforts related to the pandemic, replace lost public sector revenue to strengthen support for public services, support economic stabilization for households and businesses, and address systematic public health and economic challenges due to the pandemic.

Director Hannah explained that the cost of the replacement of the Lead Service Lines will not be insignificant and suggested that use of the ARPA funding for the project would help to achieve the goal.

Public Works Director John Laskowski outlined some of the negative health effects of lead lines that resulted in EPA's Lead and Copper Rule. This then led to the Illinois State Law which will go into effect in January 2022, the Lead Service Line Replacement and Notification Act. The Village will need to provide a lead service line material inventory of residence and businesses within the Village and then a lead service line replacement plan. Director Laskowski stated that staff estimates the number of lead service lines to be between 300 and 800 at an estimated cost between \$1.2 million and \$6.4 million.

The Village Board and staff discussed the logistics of the project and whether or not they thought the project would be an appropriate use for the ARPA funds. The Board concluded that using the ARPA funds for the Lead Service Line project would be a good, responsible way to utilize the funds.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 11/10/2021 - 1:44PM
 Batch: 00502.11.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aaron Anderson						
043760						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
Total:	50.00	*Vendor Total				
Ace Hardware						
000030						
Fasteners, Rake	37.38	01-445-4870	Equipment	014454870	10/31/2021	11/15/2021
Total:	37.38	*Vendor Total				
ADT						
048240						
Alarm Monitoring- VH 10/30/21 - 1/29/22	264.57	01-445-4520	Public Buildings Rpr & Mtce	10112021	10/11/2021	11/15/2021
Total:	264.57	*Vendor Total				
Aflac						
030540						
AFLAC- October 2021	80.48	01-000-2053	AFLAC	872421	10/26/2021	11/15/2021
Total:	80.48	*Vendor Total				
Alexander Negro						
468235						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
Total:	50.00	*Vendor Total				
Amalgamated Bank						
024400						
Fiscal Agent Fees	475.00	32-430-4709	Fiscal Agent Fees	1855588006	11/1/2021	11/15/2021
Total:	475.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- VH	103.95	01-445-4520	Public Buildings Rpr & Mtce	9348683	11/1/2021	11/15/2021
Pest Control- PD	98.45	01-445-4520	Public Buildings Rpr & Mtce	9350649	11/1/2021	11/15/2021
Total:	202.40	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Anna Helene Tuohy						
044040						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
Total:	50.00	*Vendor Total				
Aurora Area Convention						
003770						
Akshar Hotel Tax/ Sept 2021	3,900.06	15-430-4752	90% Tourism Council	10222021	10/22/2021	11/15/2021
Total:	3,900.06	*Vendor Total				
B & F Construction						
015600						
Inspections- Sept 2021	8,043.20	01-441-4276	Inspection Services	15081	10/1/2021	11/15/2021
Plan Review- Valley Green Bldg B	26,400.60	01-441-4276	Inspection Services	57609	10/22/2021	11/15/2021
Industrial Plan Review- Ice Cream Dr	10,839.21	01-441-4276	Inspection Services	57614	10/22/2021	11/15/2021
Total:	45,283.01	*Vendor Total				
Brackett, Michael						
005890						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
Total:	50.00	*Vendor Total				
C. O. P. S. Testing Service						
010080						
Pre-employment Testing	1,350.00	01-439-4380	Recruit Testing	106471	5/4/2021	11/15/2021
Pre-employment Testing	480.00	01-439-4380	Recruit Testing	106487	5/6/2021	11/15/2021
Sergeant Test Assessments	7,200.00	01-439-4380	Recruit Testing	106794	10/25/2021	11/15/2021
Total:	9,030.00	*Vendor Total				
Camic Johnson, LTD.						
03989						
Adjudication Hearing	350.00	01-440-4260	Legal	130	10/25/2021	11/15/2021
Total:	350.00	*Vendor Total				
Carus Corporation						
033300						
WTP HMO Chems	938.65	60-445-4437	Chlorine	SLS 1009640	10/29/2021	11/15/2021
ETP HMO Chems	847.51	60-445-4437	Chlorine	SLS 1009640	10/29/2021	11/15/2021
Total:	1,786.16	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning	39.06	01-445-4520	Public Buildings Rpr & Mtce	4099872840	10/26/2021	11/15/2021
Total:	39.06	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Coffman Truck Sales, Inc.						
000320						
Safety Sticker- Truck #178	40.00	01-445-4511	Vehicle Repair and Maint	273768	10/12/2021	11/15/2021
Safety Test- Truck #147	40.00	01-445-4511	Vehicle Repair and Maint	275215	10/15/2021	11/15/2021
Safety Test- Truck #175	40.00	01-445-4511	Vehicle Repair and Maint	278683	10/27/2021	11/15/2021
Safety Test- Truck #165	40.00	01-445-4511	Vehicle Repair and Maint	278711	10/27/2021	11/15/2021
Total:	160.00	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Tire Repair- Truck #175	234.00	01-445-4511	Vehicle Repair and Maint	3330032346	11/27/2021	11/15/2021
Total:	234.00	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 355 Moorfield	11.16	10-445-4660	Street Lighting and Poles	0795092063	10/15/2021	11/15/2021
Street Lights/ 1197 Comiskey	11.16	10-445-4660	Street Lighting and Poles	0903075187	10/15/2021	11/15/2021
Street Lights/ Rt 56 & Rt 25	109.96	10-445-4660	Street Lighting and Poles	1425064018	10/8/2021	11/15/2021
Street Lights/ 1193 Comiskey	11.16	10-445-4660	Street Lighting and Poles	1743032047	10/15/2021	11/15/2021
Street Lights	2,917.93	10-445-4660	Street Lighting and Poles	3771153008	10/15/2021	11/15/2021
Street Lights/ 211 River Road	2,612.07	10-445-4660	Street Lighting and Poles	4007024020	10/14/2021	11/15/2021
Total:	5,673.44	*Vendor Total				
Convergint Technologies LLC						
043000						
Button Repair Holding Cells- PD	1,387.50	01-445-4520	Public Buildings Rpr & Mtce	W1165070	10/29/2021	11/15/2021
Total:	1,387.50	*Vendor Total				
Currie Motors						
468234						
2021 Ford Escape- CommDev	24,590.00	71-430-4869	Vehicles	A8591	11/8/2021	11/15/2021
Total:	24,590.00	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Coupler	56.36	01-445-4511	Vehicle Repair and Maint	239394	10/7/2021	11/15/2021
Hoses- Truck #186	703.89	01-445-4511	Vehicle Repair and Maint	239848	10/28/2021	11/15/2021
Total:	760.25	*Vendor Total				
DACRA Adjudication Systems						
467842						
Adjudication	1,850.00	01-440-4510	Equipment/IT Maint	DT-2021-10-5	10/31/2021	11/15/2021
Total:	1,850.00	*Vendor Total				
Display Sales						
017010						
Snow Flakes Light Bulbs	1,482.00	01-490-4761	Beautification Committee	INV-030476	10/26/2021	11/15/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,482.00	*Vendor Total				
Doug Botkin						
047330						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
Total:	50.00	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Legal Srvc- Valley Green/ October 2021	262.50	90-000-E232	DR Horton - FV Golf Course	94015	10/31/2021	11/15/2021
Legal Srvc- PD/ October 2021	347.00	01-440-4260	Legal	94019	10/31/2021	11/15/2021
Legal Srvc- Valley Green/ October 2021	2,660.00	90-000-E250	Opus - Valley Green Project	94021	10/31/2021	11/15/2021
Legal Srvc- Casey's/ October 2021	70.00	90-000-E259	Casey's - SW Randall & Oak	94023	10/31/2021	11/15/2021
Total:	3,339.50	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Eng Srvc- Orchard Gateway Ph 1 Design	2,453.00	21-450-4255	Engineering	72559	11/28/2021	11/15/2021
Eng Srvc- 2021 Road Program	754.00	21-450-4255	Engineering	72560	10/28/2021	11/15/2021
Eng Srvc- RRA/ ERP Study	722.00	60-445-4255	Engineering	72561	10/28/2021	11/15/2021
Eng Srvc- Well #5 Modification Design	722.00	60-463-4255	Engineering	72562	10/28/2021	11/15/2021
Total:	4,651.00	*Vendor Total				
Entenmann-Rovin Co.						
000450						
Badges/ Awards	276.50	01-440-4160	Uniform Allowance	0159362-IN	11/9/2021	11/15/2021
Total:	276.50	*Vendor Total				
Eye For Design						
040200						
Business Cards- Pinardi	71.00	01-441-4411	Office Expenses	EFD5898	10/28/2021	11/15/2021
Total:	71.00	*Vendor Total				
Feece Oil						
031060						
Diesel Fuel	1,298.80	71-000-1340	Gas/Diesel Escrow	2000980	10/23/2021	11/15/2021
Diesel Fuel	3,108.31	71-000-1340	Gas/Diesel Escrow	3834332	11/1/2021	11/15/2021
Total:	4,407.11	*Vendor Total				
Fifth Third Bank						
028450						
Meal At Conference/ TGIF	15.67	01-445-4370	Conferences & Travel	BR10272021- 10/5/2021	11/15/2021	
Gas/ Phillips 66	36.50	01-445-4370	Conferences & Travel	BR10272021- 10/6/2021	11/15/2021	
Meal At Conference/ TGIF	14.45	01-445-4370	Conferences & Travel	BR10272021- 10/7/2021	11/15/2021	
Meal At Conference/ Gabby Goat	23.32	01-445-4370	Conferences & Travel	BR10272021- 10/6/2021	11/15/2021	
Meal At Conference/ McDonalds	6.69	01-445-4370	Conferences & Travel	BR10272021- 10/8/2021	11/15/2021	
Lodging At Conference/ Holiday Inn	644.00	01-445-4370	Conferences & Travel	BR10272021- 10/8/2021	11/15/2021	

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Air Dryer & Cores- Truck #180/ Fleet Pride	425.00	01-445-4511	Vehicle Repair and Maint	BR10272021-	10/13/2021	11/15/2021
External DVD Drive & DVD Duplicator/ Amaz	169.57	01-430-4420	IT Supplies	DA10272021-	10/3/2021	11/15/2021
Computer For Engineer/ BestBuy	1,349.99	71-430-4870	Equipment	DA10272021-	10/1/2021	11/15/2021
Windows 10 Pro Upgrade For Engineer Compu	106.43	71-430-4870	Equipment	DA10272021-	10/5/2021	11/15/2021
Shelving Units- Water/ Amazon	111.07	60-445-4870	Equipment	DA10272021-	10/8/2021	11/15/2021
Safety Vest- Water/ Amazon	21.02	60-445-4160	Uniform Allowance	DA10272021-	10/13/2021	11/15/2021
Computer Monitor Cables (6)/ Amazon	84.44	01-430-4420	IT Supplies	DA10272021-	10/17/2021	11/15/2021
Monitor Stands (2)	125.18	01-430-4420	IT Supplies	DA10272021-	10/17/2021	11/15/2021
Respirator- PW/ Amazon	127.96	01-445-4870	Equipment	DA10272021-	10/19/2021	11/15/2021
Silo Camera Streaming Service/ IBeam	50.00	01-430-4799	Misc.	DA10272021-	10/20/2021	11/15/2021
Silo Camera Streaming Service/ IBeam	50.00	01-430-4799	Misc.	DA10272021-	10/20/2021	11/15/2021
PDU & Wireless Audio For Board Rm/ Amazon	197.80	01-430-4420	IT Supplies	DA10272021-	10/21/2021	11/15/2021
Christmas Lights- PW/ Amazon	37.70	01-490-4761	Beautification Committee	DA10272021-	10/23/2021	11/15/2021
Respirator Filters- PW/ Amazon	38.08	01-445-4870	Equipment	DA10272021-	10/24/2021	11/15/2021
IPhone Cables & UBS Charger Block/ Amazon	41.98	01-430-4420	IT Supplies	DA10272021-	10/24/2021	11/15/2021
Business Cards/ Fast Color	343.00	01-440-4799	Misc.	DC10272021-	10/6/2021	11/15/2021
Gym Equipment/ Amazon	65.48	01-440-4870	Equipment	DC10272021-	10/12/2021	11/15/2021
Membership Dues/ ILACP	265.00	01-440-4390	Dues & Meetings	DF10272021-	10/27/2021	11/15/2021
Notary Stamp/ Office Depot	49.44	01-440-4411	Office Expenses	JD10272021-	9/28/2021	11/15/2021
Office Supplies/ Office Depot	134.94	01-440-4411	Office Expenses	JD10272021-	9/30/2021	11/15/2021
Investigation Database/ LexisNexis	150.00	01-440-4555	Investigations	JD10272021-	10/4/2021	11/15/2021
Halloween Event Supplies/ Amazon	40.82	01-440-4498	Community Service	JD10272021-	10/9/2021	11/15/2021
Halloween Event Supplies/ Amazon	51.56	01-440-4498	Community Service	JD10272021-	10/11/2021	11/15/2021
Halloween Event Supplies/ Amazon	88.73	01-440-4498	Community Service	JD10272021-	10/9/2021	11/15/2021
Halloween Event Supplies/ Amazon	78.71	01-440-4498	Community Service	JD10272021-	10/12/2021	11/15/2021
WMB Lunch/ A&W	64.04	60-445-4799	Misc. Expenditures	JL10272021-	10/8/2021	11/15/2021
Concrete Blocks For Salt Dome/ Ozinga Materi	429.75	01-445-4520	Public Buildings Rpr & Mtce	JL10272021-	10/9/2021	11/15/2021
Concrete Blocks For Salt Dome/ Ozinga Materi	156.00	01-445-4520	Public Buildings Rpr & Mtce	JL10272021-	10/6/2021	11/15/2021
Concrete Blocks For Salt Dome/ Ozinga Materi	499.75	01-445-4520	Public Buildings Rpr & Mtce	JL10272021-	10/6/2021	11/15/2021
Concrete Blocks For Salt Dome/ Ozinga Materi	570.00	01-445-4520	Public Buildings Rpr & Mtce	JL10272021-	10/7/2021	11/15/2021
Water Conference- Laskowski/ IL AWWA	140.00	01-445-4370	Conferences & Travel	JL10272021-	10/13/2021	11/15/2021
IAFSM Conference/ IAFSM	430.00	01-445-4370	Conferences & Travel	JL10272021-	10/13/2021	11/15/2021
Taser Holster Replacement/ ArmyProperty.com	73.38	01-440-4383	Firearm Training	MQ10272021	10/10/2021	11/15/2021
Taser Holster Replacement/ ArmyProperty.com	73.38	01-440-4383	Firearm Training	MQ10272021	10/13/2021	11/15/2021
Meal At Conference/ Taco Bell	18.21	60-445-4370	Conferences & Travel	PY10272021-	10/3/2021	11/15/2021
Meal At Conference/ TGIF	25.59	60-445-4370	Conferences & Travel	PY10272021-	10/5/2021	11/15/2021
Meal At Conference/ TGIF	19.29	60-445-4370	Conferences & Travel	PY10272021-	10/7/2021	11/15/2021
Meal At Conference/ Gabby Goat	22.57	60-445-4370	Conferences & Travel	PY10272021-	10/6/2021	11/15/2021
Meal At Conference/ McDonalds	9.08	60-445-4370	Conferences & Travel	PY10272021-	10/8/2021	11/15/2021
Lodging For Conference/ Holiday Inn	644.00	60-445-4370	Conferences & Travel	PY10272021-	10/8/2021	11/15/2021
Fall Fest Shuttle Service- Credit/ First Student	-204.00	15-430-4751	North Aurora Days Expenses	SB10272021-	9/28/2021	11/15/2021
Professional Development Training/ ILCMA	20.00	01-430-4380	Training & Testing	SB10272021-	10/18/2021	11/15/2021
Beacon Monthly Subscription/ Chicago Tribune	27.72	01-440-4652	Phones and Connectivity	SBZ10272021	9/27/2021	11/15/2021
IPPFA Retirement Guides/ Amazon	53.95	01-440-4799	Misc.	SBZ10272021	10/17/2021	11/15/2021
Beacon Monthly Subscription/ Chicago Tribune	27.72	01-440-4652	Phones and Connectivity	SBZ10272021	10/27/2021	11/15/2021
IPASS Fees	20.00	01-445-4799	Misc. Expenditures	WH10272021	10/8/2021	11/15/2021
Annual Dues- Hannah	190.00	01-430-4390	Dues & Meetings	WH10272021	10/26/2021	11/15/2021
Annual Dues- Flatt	150.00	01-430-4390	Dues & Meetings	WH10272021	10/26/2021	11/15/2021

Total: 8,404.96 *Vendor Total

Fox Metro

029650

New & Repaired Water Line Inspections	330.00	60-445-4480	New Meters,rprs. & Rplcmnts.	11032021	11/3/2021	11/15/2021
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Total: 330.00 *Vendor Total

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
FOX METRO						
045480						
Sewer Bill- VH 7/31 - 9/30	143.66	01-445-4662	Utility	N02-0164	10/25/2021	11/15/2021
Sewer Bill- PW Garage 7/31 - 9/30	97.95	01-445-4662	Utility	N02-5182	10/25/2021	11/15/2021
Sewer Bill- PD 7/31 - 9/30	58.77	01-445-4662	Utility	N02-5784	10/25/2021	11/15/2021
Total:	300.38	*Vendor Total				
Gerald Ford						
467768						
Squad Repair- Squad #64	348.36	01-440-4511	Vehicle Repair and Maint	5030585	10/29/2021	11/15/2021
Total:	348.36	*Vendor Total				
Global Water Technology, Inc.						
467862						
Mthly Water Test- VH, PD	200.00	01-445-4520	Public Buildings Rpr & Mtce	41497	10/15/2021	11/15/2021
Total:	200.00	*Vendor Total				
Grainger						
031900						
New Locker- Water	392.28	60-445-4567	Treatment Plant Repair/Maint	9107081904	11/2/2021	11/15/2021
Total:	392.28	*Vendor Total				
Hach Company						
014100						
Water Lab Testing	123.45	60-445-4567	Treatment Plant Repair/Maint	12719323	10/28/2021	11/15/2021
Total:	123.45	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
Filters- VH	1,340.00	01-445-4520	Public Buildings Rpr & Mtce	41622	10/12/2021	11/15/2021
Filters & Belts- PD	3,370.00	01-445-4520	Public Buildings Rpr & Mtce	41625	10/12/2021	11/15/2021
Boiler Maint Kit- PD	2,212.00	01-445-4520	Public Buildings Rpr & Mtce	41646	10/14/2021	11/15/2021
Maint Kit Install- VH	1,862.50	01-445-4520	Public Buildings Rpr & Mtce	41647	10/14/2021	11/15/2021
Boiler Repair- PD	734.00	01-445-4520	Public Buildings Rpr & Mtce	41854	11/1/2021	11/15/2021
Total:	9,518.50	*Vendor Total				
ILCMA						
019310						
Job Ad- Admin Analyst	50.00	01-430-4506	Publishing/Advertising	3155	10/27/2021	11/15/2021
Total:	50.00	*Vendor Total				
Industrial Door Company						
044430						
Door Repair- PD	1,070.00	01-445-4520	Public Buildings Rpr & Mtce	114796	10/31/2021	11/15/2021
Total:	1,070.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ Nov 2021	34,048.91	01-440-4130	Health Insurance	11092021-01	11/9/2021	11/15/2021
Health Insurance- Admin/ Nov 2021	7,600.66	01-430-4130	Health Insurance	11092021-02	11/9/2021	11/15/2021
Health Insurance- CommDev/ Nov 2021	4,699.32	01-441-4130	Health Insurance	11092021-03	11/9/2021	11/15/2021
Health Insurance- PW/ Nov 2021	13,026.32	01-445-4130	Health Insurance	11092021-04	11/9/2021	11/15/2021
Health Insurance- Water/ Nov 2021	8,847.88	60-445-4130	Health Insurance	11092021-05	11/9/2021	11/15/2021
Health Insurance- Retirees/ Nov 2021	1,928.68	01-000-2055	Payroll Deductions	11092021-06	11/9/2021	11/15/2021
Health Insurance- PD Pension/ Nov 2021	2,333.36	01-000-2055	Payroll Deductions	11092021-07	11/9/2021	11/15/2021
Life Insurance- PD/ Nov 2021	112.88	01-440-4135	Life Insurance	11092021-08	11/9/2021	11/15/2021
Life Insurance- PW/ Nov 2021	39.84	01-445-4135	Life Insurance	11092021-09	11/9/2021	11/15/2021
Life Insurance- Admin/ Nov 2021	16.60	01-430-4135	Life Insurance	11092021-10	11/9/2021	11/15/2021
Life Insurance- CommDev/ Nov 2021	19.60	01-441-4135	Life Insurance	11092021-11	11/9/2021	11/15/2021
Life Insurance- Water/ Nov 2021	22.92	60-445-4135	Life Insurance	11092021-12	11/9/2021	11/15/2021
Vision/ Nov 2021	697.96	01-000-2056	VSP - Employee Contributions	11092021-13	11/9/2021	11/15/2021
Voluntary Life/ Nov 2021	360.97	01-000-2052	Voluntary Life Insurance	11092021-14	11/9/2021	11/15/2021
Total:	73,755.90	*Vendor Total				
JSN Contractors Supply						
041440						
Marking Paint Applicator	27.50	01-445-4870	Equipment	85001	10/19/2021	11/15/2021
Red Marking Paint	82.80	10-445-4660	Street Lighting and Poles	85004	10/20/2021	11/15/2021
Green Marking Paint	82.80	18-445-4570	Sewers Rpr & Mtce	85019-01	10/26/2021	11/15/2021
Blue Marking Paint	124.20	60-445-4568	Watermain Rprs. & Rplcmts.	85019-02	10/26/2021	11/15/2021
Total:	317.30	*Vendor Total				
L3 Harris - PSPC						
041190						
Radio License	1,250.60	01-440-4652	Phones and Connectivity	93377529	11/8/2021	11/15/2021
Total:	1,250.60	*Vendor Total				
Lauderdale Electric, Inc.						
468103						
Street Light Repair- 102 Juniper	4,003.50	10-445-4661	Street Light Repair/Maint	8094-F	10/14/2021	11/15/2021
Total:	4,003.50	*Vendor Total				
Lauterbach & Amen, LLP						
467663						
Audit Statements	2,000.00	01-430-4265	Audit Services	60629-01	10/31/2021	11/15/2021
Rt 31 Compliance Audit	2,050.00	12-438-4265	Audit Services	60629-02	10/31/2021	11/15/2021
N Lincolnway Compliance Audit	2,050.00	20-438-4265	Accounting and Audit	60629-03	10/31/2021	11/15/2021
Police DOI Report	430.00	01-430-4265	Audit Services	60629-04	10/31/2021	11/15/2021
Total:	6,530.00	*Vendor Total				
Mark Bozik						
042430						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
Total:	50.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Menards						
016070						
Paper Towels	27.38	01-445-4421	Custodial Supplies	72787-01	10/19/2021	11/15/2021
Tarp Straps	19.20	01-445-4870	Equipment	72787-02	10/19/2021	11/15/2021
PVC, Paint, Lights	428.95	01-490-4761	Beautification Committee	72894	10/21/2021	11/15/2021
PVC Pipe, Cap, Elbow	90.66	01-490-4761	Beautification Committee	72909	10/21/2021	11/15/2021
PVC, Paint	49.97	01-490-4761	Beautification Committee	72965	10/22/2021	11/15/2021
Paper Towels, Holder- PW Garage	34.13	01-445-4421	Custodial Supplies	73084	10/25/2021	11/15/2021
Waste Basket- PW Garage	5.98	01-445-4870	Equipment	73085	10/25/2021	11/15/2021
Saw Horse, PVC Elbow	68.15	01-490-4761	Beautification Committee	73212	10/27/2021	11/15/2021
Paint, Woods	14.95	01-490-4761	Beautification Committee	73279	10/28/2021	11/15/2021
PVC, Screws, Coupling	24.96	01-490-4761	Beautification Committee	73315	10/29/2021	11/15/2021
Mop	14.99	01-445-4421	Custodial Supplies	73504-01	11/2/2021	11/15/2021
PVC, Paint, Lights	27.30	01-490-4761	Beautification Committee	73504-02	11/2/2021	11/15/2021
Total:	806.62	*Vendor Total				
Metro West COG						
032210						
Metro West Meeting	180.00	01-410-4390	Dues & Meetings	4559-01	11/3/2021	11/15/2021
Metro West Meeting	60.00	01-430-4390	Dues & Meetings	4559-02	11/3/2021	11/15/2021
Total:	240.00	*Vendor Total				
METRONET						
467874						
Phone, Internet 10/24 - 11/23	774.56	01-430-4652	Phones and Connectivity	10242021-01	10/24/2021	11/15/2021
Phone, Internet 10/24 - 11/23	635.81	01-445-4652	Phones and Connectivity	10242021-02	10/24/2021	11/15/2021
Phone, Internet 10/24 - 11/23	721.11	60-445-4652	Phones and Connectivity	10242021-03	10/24/2021	11/15/2021
Phone, Internet 10/24 - 11/23	574.53	01-441-4652	Phones and Connectivity	10242021-04	10/24/2021	11/15/2021
Phone, Internet 10/24 - 11/23	1,727.50	01-440-4652	Phones and Connectivity	10242021-05	10/24/2021	11/15/2021
Total:	4,433.51	*Vendor Total				
Midwest Awards						
001540						
Plaques For Plan Commission (2)	17.90	01-410-4799	Misc. Expenditures	33469	10/22/2021	11/15/2021
Total:	17.90	*Vendor Total				
Monroe Truck Equipment, Inc.						
031330						
Air Valve	82.41	01-445-4870	Equipment	334508	10/13/2021	11/15/2021
Total:	82.41	*Vendor Total				
MSAB Inc.						
052550						
License Renewal	3,395.00	01-440-4510	Equipment/IT Maint	11052021	11/5/2021	11/15/2021
Total:	3,395.00	*Vendor Total				
MSC Industrial Supply						
051190						
Disposable Gloves	59.70	01-445-4870	Equipment	66114004	10/20/2021	11/15/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	59.70	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Battery	170.14	01-445-4511	Vehicle Repair and Maint	390727	9/14/2021	11/15/2021
AC Fuel Line Discon Set, FL Replace Kit	414.92	01-445-4511	Vehicle Repair and Maint	391989	9/28/2021	11/15/2021
Brake Pads, Rotors	221.98	01-445-4511	Vehicle Repair and Maint	391993	9/28/2021	11/15/2021
Roller Battery	132.87	01-445-4511	Vehicle Repair and Maint	392604	10/5/2021	11/15/2021
Roller Battery Cable	3.44	01-445-4511	Vehicle Repair and Maint	392608	10/5/2021	11/15/2021
Brake Pads, Rotors	174.98	01-445-4511	Vehicle Repair and Maint	392629	10/5/2021	11/15/2021
Squad Parts	432.48	01-440-4511	Vehicle Repair and Maint	392871	10/7/2021	11/15/2021
Plug	1.66	01-445-4511	Vehicle Repair and Maint	393150	10/11/2021	11/15/2021
Roof Marker Light	26.00	01-445-4511	Vehicle Repair and Maint	393161	10/11/2021	11/15/2021
Roof Marker Lights	104.00	01-445-4511	Vehicle Repair and Maint	393166	10/11/2021	11/15/2021
LED LLicense Kit	87.56	01-445-4511	Vehicle Repair and Maint	393203	10/12/2021	11/15/2021
Fitting	45.78	01-445-4511	Vehicle Repair and Maint	393370	10/13/2021	11/15/2021
Battery (3)	515.13	01-445-4511	Vehicle Repair and Maint	393825	10/19/2021	11/15/2021
Air Filters	76.45	01-445-4511	Vehicle Repair and Maint	393844	10/19/2021	11/15/2021
Fitting	51.87	01-445-4511	Vehicle Repair and Maint	393866	10/19/2021	11/15/2021
Tools	77.07	01-445-4870	Equipment	393955	10/20/2021	11/15/2021
Bar Pump, Blades	88.04	01-445-4511	Vehicle Repair and Maint	393959	10/20/2021	11/15/2021
Squad Parts	214.64	01-440-4511	Vehicle Repair and Maint	394049	10/21/2021	11/15/2021
Sockets	12.52	01-445-4511	Vehicle Repair and Maint	394057	10/21/2021	11/15/2021
Squad Parts	581.88	01-440-4511	Vehicle Repair and Maint	394182	10/22/2021	11/15/2021
Wiper Blades	91.76	01-445-4511	Vehicle Repair and Maint	394288	10/25/2021	11/15/2021
Squad Parts	8.88	01-440-4511	Vehicle Repair and Maint	394296	10/25/2021	11/15/2021
Tools	185.10	01-445-4870	Equipment	394343	10/25/2021	11/15/2021
Brake Rotor- 2015 Ford	574.01	01-445-4511	Vehicle Repair and Maint	394497	10/26/2021	11/15/2021
Battery	157.46	01-445-4511	Vehicle Repair and Maint	394528	10/27/2021	11/15/2021
Battery	159.47	01-445-4511	Vehicle Repair and Maint	394630	10/28/2021	11/15/2021
Brake Roters- 2020 Ford	647.35	01-445-4511	Vehicle Repair and Maint	394939	11/1/2021	11/15/2021
Tape, Cable Tie	15.14	01-445-4511	Vehicle Repair and Maint	395019	11/1/2021	11/15/2021
Oil Presure Switch	78.42	01-445-4511	Vehicle Repair and Maint	395166	11/3/2021	11/15/2021
Layered Face Masks (3)	13.41	01-445-4870	Equipment	395192	11/3/2021	11/15/2021
Fuel Module	311.51	01-445-4511	Vehicle Repair and Maint	395198	11/3/2021	11/15/2021
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Total:	5,675.92	*Vendor Total				
North East Multi-Regional						
001520						
Training	100.00	01-440-4380	Training	2277	11/3/2021	11/15/2021
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Total:	100.00	*Vendor Total				
Office Depot						
039370						
File Cabinet- Mahon	179.99	60-445-4870	Equipment	20082943900:	10/18/2021	11/15/2021
Office Supplies	10.68	01-430-4411	Office Expenses	20551663500	10/22/2021	11/15/2021
Office Supplies	10.68	01-445-4411	Office Expenses	20551663500	10/22/2021	11/15/2021
Office Supplies	26.36	60-445-4411	Office Expenses	20551663500	10/22/2021	11/15/2021
Office Supplies	10.69	01-441-4411	Office Expenses	20551663500	10/22/2021	11/15/2021
Office Supplies	8.56	01-430-4411	Office Expenses	20556136600	10/20/2021	11/15/2021
Office Supplies	8.56	01-445-4411	Office Expenses	20556136600	10/20/2021	11/15/2021
Office Supplies	8.56	60-445-4411	Office Expenses	20556136600	10/20/2021	11/15/2021
Office Supplies	19.55	01-441-4411	Office Expenses	20556136600	10/20/2021	11/15/2021
Office Supplies	3.94	01-430-4411	Office Expenses	20556204600	10/20/2021	11/15/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Office Supplies	3.94	01-445-4411	Office Expenses	20556204600	10/20/2021	11/15/2021
Office Supplies	3.95	60-445-4411	Office Expenses	20556204600	10/20/2021	11/15/2021
Office Supplies	3.95	01-441-4411	Office Expenses	20556204600	10/20/2021	11/15/2021
Office Supplies	13.50	01-430-4411	Office Expenses	20656635000	10/21/2021	11/15/2021
Office Supplies	55.94	01-445-4411	Office Expenses	20656635000	10/21/2021	11/15/2021
Office Supplies	13.51	60-445-4411	Office Expenses	20656635000	10/21/2021	11/15/2021
Office Supplies	13.51	01-441-4411	Office Expenses	20656635000	10/21/2021	11/15/2021
Total:	395.87	*Vendor Total				
Oxie Valley Electric Supply, Inc.						
048340						
Photo Cells (7)	69.86	10-445-4661	Street Light Repair/Maint	1308	10/12/2021	11/15/2021
Total:	69.86	*Vendor Total				
Physicians Immediate Care, North Chicago LLC						
049540						
Pre-Employment- Harreld	110.00	60-445-4799	Misc. Expenditures	4233092-01	11/3/2021	11/15/2021
Pre-Employment- Airey	110.00	01-445-4799	Misc. Expenditures	4233092-02	11/3/2021	11/15/2021
Total:	220.00	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Meter Ink- VH	20.18	01-430-4505	Postage	1019294214-C	10/26/2021	11/15/2021
Postage Meter Ink- VH	20.18	01-445-4505	Postage	1019294214-C	10/26/2021	11/15/2021
Postage Meter Ink- VH	20.19	60-445-4505	Postage	1019294214-C	10/26/2021	11/15/2021
Postage Meter Ink- VH	20.19	01-441-4505	Postage	1019294214-C	10/26/2021	11/15/2021
Postage Machine	452.13	01-440-4505	Postage	3105080546	10/26/2021	11/15/2021
Total:	532.87	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Eng Srvcs- Orch Gateway Culvert Plans/ Sept 2	121.50	01-445-4255	Engineering	28146-01	10/13/2021	11/15/2021
Eng Srvcs- Banbury Rd WM Plans/ Sept 2021	150.00	60-445-4255	Engineering	28146-02	10/13/2021	11/15/2021
Eng Srvcs- VG- Short-Pay/ Sept 2021	27.00	90-000-E250	Opus - Valley Green Project	93631-02	9/30/2021	11/15/2021
Total:	298.50	*Vendor Total				
Richard Newell						
468236						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
Total:	50.00	*Vendor Total				
Riggs Brothers, Inc						
468233						
Seat Cushion Repair	195.00	01-445-4511	Vehicle Repair and Maint	155824	10/26/2021	11/15/2021
Seat Cushion Repair	325.00	01-445-4511	Vehicle Repair and Maint	155930	11/3/2021	11/15/2021
Total:	520.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Russo Power Equipment Inc.						
036290						
Chain, Oil, Safety Approval	371.92	01-445-4870	Equipment	SPI10887311	10/26/2021	11/15/2021
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Total:	371.92	*Vendor Total				
Sebert Landscaping						
032840						
SSA4 Mowing	964.00	17-004-4533	Maintenance	228567-01	10/31/2021	11/15/2021
SSA8 Mowing	888.00	17-008-4533	Maintenance	228567-02	10/31/2021	11/15/2021
SSA9 Mowing	276.00	17-009-4533	Maintenance	228567-03	10/31/2021	11/15/2021
SSA11 Mowing	23.88	17-011-4533	Maintenance	228567-04	10/31/2021	11/15/2021
Public Property Mowing	3,409.99	01-445-4531	Grass Cutting	228567-05	10/31/2021	11/15/2021
Mowing- 19 S Lincolnway	270.00	01-445-4531	Grass Cutting	S538499	10/29/2021	11/15/2021
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Total:	5,831.87	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2207891	10/18/2021	11/15/2021
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Total:	723.32	*Vendor Total				
The Wild Rose Florist						
026200						
Veterans Day Wreaths (5)	386.00	01-410-4799	Misc. Expenditures	11062021	11/6/2021	11/15/2021
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Total:	386.00	*Vendor Total				
Thom Jungels						
039460						
Inspections (40) 10/1/21 - 10/31/21	1,400.00	01-441-4276	Inspection Services	11012021	11/1/2021	11/15/2021
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Total:	1,400.00	*Vendor Total				
Thomas Lenkart						
032550						
Plan/ Zoning Commission Meeting 11/2/21	50.00	01-410-4016	Per Diem - Plan Commission	11022021	11/2/2021	11/15/2021
	<hr/>					
Total:	50.00	*Vendor Total				
Traffic Control & Protection						
021520						
Posts (50), Anchors (50)	3,260.00	01-445-4545	Traffic Signs & Signals	110051	10/20/2021	11/15/2021
	<hr/>					
Total:	3,260.00	*Vendor Total				
Utility Dynamics Corporation						
052560						
Street Light Repair- 826 Columbia Circle	467.46	10-445-4661	Street Light Repair/Maint	1028-2826	10/28/2021	11/15/2021
	<hr/>					
Total:	467.46	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Village of Montgomery						
047080						
Leads W/ Montgomery	471.20	01-440-4652	Phones and Connectivity	LEAD000006	10/22/2021	11/15/2021
	<hr/>					
Total:	471.20	*Vendor Total				
Water Products Company						
001170						
Hyd Repair Parts	13.85	60-445-4563	Fire Hydrant Repair/maint	0306197	10/26/2021	11/15/2021
Hyd Repair Parts	32.29	60-445-4563	Fire Hydrant Repair/maint	0306198	10/26/2021	11/15/2021
	<hr/>					
Total:	46.14	*Vendor Total				
Water Resources						
010380						
40 New MIUs	4,400.00	60-445-4480	New Meters,rprs. & Rplcmts.	35133	10/22/2021	11/15/2021
1" Meter Couplers	1,100.00	60-445-4480	New Meters,rprs. & Rplcmts.	35134	10/22/2021	11/15/2021
	<hr/>					
Total:	5,500.00	*Vendor Total				
West Side Tractor Sales						
001180						
Filters	84.61	01-445-4511	Vehicle Repair and Maint	N13536	10/19/2021	11/15/2021
	<hr/>					
Total:	84.61	*Vendor Total				
Xerox Corporation						
040890						
Copier Maint- October 2021	85.00	01-440-4510	Equipment/IT Maint	014714847	11/1/2021	11/15/2021
	<hr/>					
Total:	85.00	*Vendor Total				
	<hr/>					
Report Total:	252,801.33					



(via email)

10/15/2021

Mr. Michael Toth
Director of Community Development
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

Re: Request for Acceptance of Public Improvements – Lincoln Valley Phase 1 – DRH Bond #SUR0050050 (Dated October 16, 2018)

Mr. Toth,

D.R. HORTON (DRH), on behalf of Forestar (USA) Real Estate Group Inc., has completed the Village's punchlist items, including the final surface course, for Phase 1 at the Lincoln Valley Subdivision. The one-year maintenance period for the Phase 1 Public Improvements is set to expire on November 2nd, 2021, per Village Resolution R20-11-02-01. As such, we respectfully request that the Village accept the Phase 1 public improvements and maintenance associated with these improvements, and provide release of the bond associated with Phase 1.

Attached for your review and acceptance is the Bill of Sale for Lincoln Valley on the Fox – Phase 1 Development Public Improvements. Attached for your reference is the original bond #SUR0050050 and the reduction rider associated with that bond.

Thank you for your time and consideration.

Sincerely,

Sam McDevitt

Sam McDevitt
Land Development Project Manager
D.R. HORTON
224.423.2325

CC (via email): Brandon Tonarelli, P.E. – Village of North Aurora
Stefan Stoica – Rempe Sharpe and Assoc.
Jim Bibby, P.E, S.E. – Rempe Sharpe and Assoc.
Bruce Mellen – DRH
Chris Lester - DRH





REMPE-SHARPE

& Associates, Inc.

Principals

J. Bibby
D. A. Watson

P.E., S.E.
P.E.

CONSULTING ENGINEERS

324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 – Fax: 630/232-1629

October 18, 2021

Village of North Aurora
25 East State Street
North Aurora, IL 60542

Attn: Mike Toth

Re: Lincoln Valley Subdivision
Phase I Public Improvement Acceptance

RSA File: NA-547

Dear Mike,

The Lincoln Valley Subdivision developer D.R. Horton has petitioned the Village of North Aurora for Phase I acceptance of Public Improvements on October 15, 2021. This one (1) year maintenance cycle was authorized by the Village Board November 2, 2020, and therefore the formal acceptance of Phase I Public Improvements must be after November 2, 2021.

The remaining issues to be documented prior to consideration of Phase I acceptance include:

- Village engineer acceptance of as constructed drawing files – final 100% submittal was forwarded by Cemcon to the Village September 2021.
- Written Confirmation with Public Works Director and Water Superintendent that Phase I Public Improvements are confirmed acceptable to that department.
- Confirmation from developer that separate public surety posted for the storm outfalls to ponds where soil erosion control risers have not been fully “changed out” with flared end sections and permanent rip-rap (due to ongoing Kane-DuPage soil erosion concerns).
- All remaining Phase I sidewalk and parkway / parkway trees need extended public surety.
- Developer shall confirm that all outstanding IDOT, Fox Metro, and IEPA permits are closed with improvements formally accepted.
- Bill of Sale received for all Phase I Improvements from D.R. Horton.

Please advise of the Village's schedule for the Phase I approval cycle.

Sincerely,
REMPE-SHARPE AND ASSOCIATES, INC.

BY:

James J. Bibby, P.E., S.E.
Principal

Attachments

P.C. Steve Bosco
Bill Hannah
John Laskowski
Brandon Tonarelli
Kevin Drendle

VILLAGE OF NORTH AURORA

RESOLUTION No. _____

**RESOLUTION ACCEPTING THE PUBLIC IMPROVEMENTS FOR
THE LINCOLN VALLEY ON THE FOX PHASE ONE DEVELOPMENT**

WHEREAS, DR Horton (the “Developer”) has substantially completed the Phase One public improvements associated with the site work and public improvements (the “Public Improvements”); and

WHEREAS, the Village of North Aurora acknowledged the substantial completion of the Phase One Public Improvements associated with the Property by Resolution #R20-11-02-01 dated November 2, 2020, and reduction of the Letter of Credit to the one-year maintenance amount, and the one-year maintenance requirement began from and after that date; and

WHEREAS, the Developer has completed and satisfied all of the one-year maintenance obligations for the Public Improvements as acknowledge by the Village Engineer and has requested release of the Letter of Credit and acceptance of the Public Improvements.

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

1. The recitals set forth above are incorporated herein as the material findings of fact of the President and the Board of Trustees.

2. The Village hereby acknowledges the completion of the one-year maintenance period for the Public Improvements on the Property, agrees to the reduction and release of the Letter of Credit, and agrees to accept the Public Improvements pursuant to a completed and executed Bill of Sale in the form attached hereto and incorporated herein by reference as Exhibit “A” (“Bill of Sale”).

3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law, the Letter of Credit is released, and the Public Improvements shall be considered accepted from and after the tender of an executed Bill of Sale in compliance with Exhibit A.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA

Exhibit 'A' – Bill of Sale

**BILL OF SALE
FOR THE TRANSFERRING OF PUBLIC IMPROVEMENTS
FROM DEVELOPER TO VILLAGE OF NORTH AURORA**

KNOW ALL MEN BY THESE PRESENTS, **Forestar (USA) Real Estate Group Inc.** (Developer) in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant, sell, transfer, and deliver to the Village of North Aurora, a municipal corporation of Illinois, located in Kane County, Illinois (Village), the following goods, chattels, and other items of personal property installed by or on behalf of the Developer at the direction of the Village and pursuant to the obligations of the Developer to the Village in accordance with the site plan and final plat for **Lincoln Valley on the Fox – Phase 1** Development as follows:

1. Each and every part and item of the system of storm sewers, and other items of personalty for the purpose of the collection, transport and flow of surface and storm waters anywhere within the Village, with the exception of the detention, retention, and stormwater management facilities which shall belong to the Home Owners Association.
2. Each and every part and item of the system for the collection, transportation and treatment of sewage anywhere in the Village with the exception of those pipes that transport the sewage of a single building into a common sewer commonly known as a house service and with the exception of pipes in excess of fifteen inches (15”) in diameter which shall belong to Fox Metro Wastewater District, and the lift station and force main which shall belong to the Home Owners Association.
3. Each and every part and item of the system for the distribution of water in the Development except the pipe that transports water from the buffalo box to a single building commonly known as house service.
4. Each and every part and item of the system for the lighting of streets located in street rights-of-way identified in the record plats.
5. Each and every part and item of any other public improvement that is an item of personalty to be transferred to the Village of North Aurora pursuant to the Zoning Ordinance granting the special use for residential PUD (Ord. # 18-06-18-03) and development plans for the Development identified herein.

The developer hereby represents that all of the items of personalty being transferred by this Bill of Sale, including without limitation, the storm sewer, sanitary sewer and water distribution system, sidewalks, and all other public improvements installed by the developer to date in the development known as **Lincoln Valley on the Fox – Phase 1** have all been constructed within publicly dedicated rights-of-way or easements granted for the purpose of those public improvements.

Bill of Sale

Page 2

EXHIBIT A

The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village, with the exceptions noted, the ownership in all items of personalty that comprise the storm sewer, sanitary sewer and water distribution system and other public improvements installed by or on behalf of the Developer to date within the Village relating to a development known as **Lincoln Valley on the Fox – Phase 1**.

The Developer does hereby covenant that it is the lawful owner of the goods, chattels and personalty described above; that such items are free from all encumbrances; that the Developer has the right to sell the same as aforesaid; that the Developer warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of the Developer upon which the Village is intended to rely.

This Bill of Sale is conditioned on and subject to formal acceptance by resolution of the Village Board.

Dated this 25th day of OCTOBER, 2021.



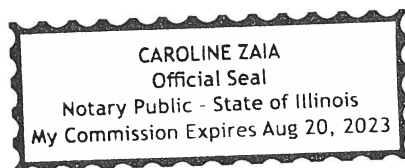
DAVID K. HOLLANDER

By FORESTAR (USA) REAL ESTATE
GROUP INC.

Title REAL ESTATE INVESTMENT
AND DEVELOPMENT GROUP

ATTEST:





Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West Business Partner Dinner	Expense	9/23/2021	\$ 60.00
Jessi Watkins	Metro West Business Partner Dinner	Expense	9/23/2021	\$ 60.00
Todd Niedzwiedz	Metro West Business Partner Dinner	Expense	9/23/2021	\$ 60.00

TOTAL \$ 180.00

Metro West Council of Government
40W270 Lafox Rd Ste A
Campton Hills, IL 60175 US
SRussell.mwcog@gmail.com

Invoice



BILL TO

Village of North Aurora
Attn: Accounts Payable
25 East State Street
Illinois
North Aurora, IL 60542

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4559	11/03/2021	\$240.00	12/03/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	BP Dinner	2021 Business Partner Recognition Dinner: Mark Gaffino Todd Niedzwiedz Jessica Watkins Steve Bosco	4	60.00	240.00

Thank you from Metro West!!!

BALANCE DUE

\$240.00



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

If any travel expense(s) or reimbursement requests exceed the maximum allowable amounts per policy, they must be approved by a roll call vote of the Village Board. All Village Board Members expense(s) or reimbursements must be approved by a roll call vote of the Village Board.

Training / Travel Information				
Name:	Mark Gaffino, Toth Nadezade & Toth		Event:	Metropolitan Business Partner Dinner
Position:	Village President, Trustee, Clerk		Purpose:	Legislative & Networking
Date From:	Oct. 28	Date To:		
Destination:	Two Brothers Boardwalk, Aurora, IL		Method of Travel:	
Department:	Legislative		Zip Code:	60505
GL Account Number:			01.410.4390	

Expense Information (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)			
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)
Transportation To/From Event			
Lodging			
Transportation During Event			
Registration	180.00	180.00	
Meal & Tips / Gratuities			
Miscellaneous			
Describe Miscellaneous:			
TOTAL EXPENSES	180.00	180.00	

Per Diem Rates can be found on gsa.gov

The Village uses the total daily federal per diem rates to determine the maximum allowable meals and incidentals charged to an employee's purchasing card.

(Receipts are always required)

Alcohol is not an eligible expense for reimbursement

See part day limits under the excerpt M&IE section (flip side)

Signatures			
By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.			
Estimate Expense Approval			
Employee	Mark Gaffino	Date	10-26-21
Immediate Supv:		Date	
Executive Asst.:		Date	10-27-21
Actual Expense Approval			
Employee	Mark Gaffino	Date	11-3-21
Dept. Head:		Date	
Executive Asst.:		Date	11-3-21

Do any **actual expense(s)** or **reimbursable requests** exceed the maximum allowable amounts per policy? ☐ No ☐ Yes If Yes, Explain Below

Village Board Roll Call Vote Approval, if necessary: ☐ YEA ☐ NAY Date _____

Memorandum

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
John Laskowski, Public Works Director
Date: November 8, 2021
Re: Sanitary Sewer Easement Agreements



There are two homes that were found to share a sanitary sewer service line that crosses other adjacent properties before entering the Village's right-of-way and the sanitary sewer main. There are currently no easements for this sanitary service line.

Four properties have agreed to provide the Village sanitary sewer easements at no cost. The easements being granted would allow the Village to install a sanitary sewer main to serve 16 North Cherry Tree Court and 18 North Cherry Tree Court. There are currently no sanitary sewer mains near these properties for them to connect to.

The four sanitary sewer easements are being granted from the addresses listed below:

- 16 North Cherry Tree Court (PIN: 15-04-104-007)
- 18 North Cherry Tree Court (PIN: 15-04-104-006)
- 13 Chantilly Lane (PIN: 15-04-104-005)
- 15 Chantilly Lane (PIN: 15-04-104-004)

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: MOBILE FOOD VENDORS
AGENDA: NOVEMBER 15, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance amending Chapter 5.35 of the North Aurora Municipal Code regulating Mobile Food Vending in the Village of North Aurora

DISCUSSION

On December 5, 2016, the Village Board approved regulations officially allowing mobile food vendors (food trucks, trailers, etc.) to operate within the Village. The mobile food vendor provisions were later revisited in 2020 in order to address certain trends occurring at that time.

Staff solicited feedback from the Village Board at the October 18, 2021 Committee of the Whole meeting on an amendment to the mobile food vending provisions that would allow food trucks to be utilized on a continual basis within the Route 31 corridor under certain restrictions. The Village Board discussed the proposed amendments in detail and did conclude with concerns of the use of food trucks and the potential impact on existing brick and mortar restaurants. The Board also mentioned that mobile food trucks could also have an unfair advantage by serving on site and then selling elsewhere, which could also lead to inconsistent hours of operation at the brick and mortar location.

In order to address comments made by the Village Board, staff updated the proposed language to include additional conditions for the Route 31 corridor exemption and presented them to the Village Board at the November 1, 2021 Committee of the Whole meeting. Said conditions included: a requirement that the mobile food vendor either own or lease in a building or tenant space on a property classified as a permitted use, the food be served inside the building, the vehicle be parked in a location contiguous to the building and not interfere with customer parking or vehicular or pedestrian traffic and not be located on any portion of a public road, public sidewalk or bike path or similar public way. While the Village Board believed the additions were moving towards their desired outcome, the Board wanted to provide additional provisions pertaining the Route 31 exemption and include an approval process whereas the Village Board would approve the location of the mobile food vendor vehicle. Staff notes the location would only need an initial approval from the Village Board; however, any changes to the location would also require Board approval. It is also the intention that any future mobile food vendors

be required to obtain location approval and any existing mobile food vendors would be grandfathered. As a result of the Village Board discussion, the following is a final list of provisions that have been included in the proposed ordinance:

- 1) The mobile food vendor must either own or maintain a leasehold interest in a designated building or tenant space used as a restaurant on the property where a vehicle is used regularly to prepare and cook and as to which the restaurant use is classified as a permitted use in the applicable zoning district.
- 2) Food shall only be served from inside the restaurant.
- 3) The restaurant must not already have a kitchen capable of the necessary food preparation.
- 4) The mobile food vendor vehicle shall be parked on a hard surface in an inconspicuous location contiguous to the building and shall not interfere with customer parking or vehicular or pedestrian traffic.
- 5) The mobile food vendor vehicle shall not be located on any portion of a public road, public sidewalk or bike path or similar public way.
- 6) The mobile food vendor shall be subject to the permit requirements of Sections 5.35.040 and 5.35.050 in addition to approval from the Village Board in regard to the location of the mobile food vendor vehicle, subject to whatever conditions the Village Board may reasonably impose.
- 7) Any change to the location of the mobile food vendor vehicle must be approved by the Village Board prior to relocation.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 5.35 OF THE NORTH AURORA
MUNICIPAL CODE REGULATING MOBILE FOOD VENDING IN THE VILLAGE OF
NORTH AURORA**

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

1. Chapter 5.35 of the North Aurora Municipal Code is hereby amended to read as follows:

Chapter 5.35 – MOBILE FOOD VENDORS

5.35.010 – Definitions

The following definitions shall apply to this Chapter:

“Catering” to provide food or beverage at a private event or gathering, where guests are served free-of-charge.

“Mobile Food Vendor” means any person that operates a vehicle (including, but not limited to, motorized vehicles, non-motorized vehicles, carts, bicycles, trailers and other similar devices whether self-propelled, propelled by other vehicles or propelled by humans/animals) for the purpose of selling food and beverage items.

“Person” means any individual, firm, co-partnership, partnership, corporation (for profit or not for profit), company, association, church, organization, trust or other entity.

5.35.020 – Mobile Food Vendor Permit Required

No person shall engage in the activities of a mobile food vendor and offer food and/or beverages for sale in the Village of North Aurora without a valid, current, written permit issued by the North Aurora Police Department.

5.35.030 - General Regulations

- A. Each Mobile Food Vendor shall supply a trash receptacle for use by the customers. Prior to leaving each stop, the vendor shall remove any litter left at the stop by consumers.
- B. Sales of items other than food and beverage items are prohibited.
- C. No Mobile Food Vendor shall stop at any time for the purpose of making sales on private property without the prior consent of the property owner.

- D. Mobile Food Vendors shall observe all local, county and state traffic codes and parking regulations and observe all other relevant municipal ordinances.
- E. Unless serving as an approved vendor as part of a special event approved by the village board:
1. No mobile food vendor shall stop on the same property in the Village for the purpose of making sales of food or beverages for more than two (2) hours in a calendar week.
 2. No more than one (1) mobile food vendor at a time shall stop on the same property in the Village.
 3. The following shall be exempt from the provisions in this Section 5.35.030.E:
 - a) Mobile food vendors catering to guests at a private event.
 - b) Mobile food vendors operating a stationary vehicle on private, non-residential property along the Route 31 corridor between Sullivan Road and Oak Street and those private, non-residential properties located within one quarter mile east and west of Route 31 corridor, provided the following conditions are all met:
 - 1) The mobile food vendor must either own or maintain a leasehold interest in a designated building or tenant space used as a restaurant on the property where a vehicle is used regularly to prepare and cook and as to which the restaurant use is classified as a permitted use in the applicable zoning district.
 - 2) Food shall only be served from inside the restaurant.
 - 3) The restaurant must not already have a kitchen capable of the necessary food preparation.
 - 4) The mobile food vendor vehicle shall be parked on a hard surface in an inconspicuous location contiguous to the building and shall not interfere with customer parking or vehicular or pedestrian traffic.
 - 5) The mobile food vendor vehicle shall not be located on any portion of a public road, public sidewalk or bike path or similar public way.
 - 6) The mobile food vendor shall be subject to the permit requirements of Sections 5.35.040 and 5.35.050 in addition to approval from the Village Board in regard to the location of the mobile food vendor vehicle, subject to whatever conditions the Village Board may reasonably impose.
 - 7) Any change to the location of the mobile food vendor vehicle must be approved by the Village Board prior to relocation.
- F. No mobile food vendor shall stop and remain for the purpose of making sales on Airport Road, Alder Drive, Banbury Road, Deerpath Road, Hart Road, Ice Cream Drive, Illinois Route 25, Illinois Route 31, Illinois Route 56, Mitchell Road, Mooseheart Road, Oak Street, Orchard Gateway Boulevard, Orchard Road, Sullivan Road, Tanner Road or Randall Road.
- G. Signage shall be limited to the surface of the vehicle.
- H. The mobile food vending permit shall be kept in the vehicle and be shown to all people who ask to see the permit at all times that the mobile food vendor is engaging in sales.
- I. All mobile food vendors shall meet the following minimum insurance requirements:

1. General liability insurance with minimum coverage of \$1,000,000;
2. Business auto insurance on any business vehicle from which the food or beverages are sold directly from the vehicle with minimum coverage of at least \$1,000,000; and
3. Personal auto insurance on any personal vehicle pulling a trailer from which food or beverages are sold with minimum coverage of at least \$500,000.

5.35.040 - Permit Requirements

- A. Every person required to obtain a mobile food vendor permit shall make a written application for a mobile food vendor permit, pay the permit fee and obtain a permit prior to engaging in the mobile food vending business within the Village.
- B. No mobile food vendor permit will be issued without a permit issued by the Kane County Department of Health.
- C. A fee of fifty dollars (\$50.00) shall be charged for every mobile food vendor permit application and renewal application to cover the cost of processing the application.
- D. Mobile food vending permits shall be good for one year from the date of issuance and must be renewed as of the anniversary date of the original date of issuance by applying for a renewal permit, paying the annual fee and obtaining a renewal permit.

5.35.050 – Mobile Food Vending Permit Application

Application for a mobile food vendor permit shall be accompanied by the proper documentation necessary to complete the application. The applicant shall truthfully state in full the following information requested on the application:

- A. Full name, date of birth, address and telephone phone number of the business owner as it appears on a driver's license, state ID, social security card or birth certificate, birth date, mailing address;
- B. The names, dates of birth, addresses and telephone phone numbers of the operators of any mobile food vending vehicles or wheeled carts, if different than the owners, as it appears on a driver's license, state ID, social security card or birth certificate, birth date, mailing address;
- C. All addresses of places of residence of the persons identified in Subsections A and B if those persons have resided in other places during the past three years;
- D. Physical description of the owner, including sex, height, weight, hair color and eye color;
- E. A valid vehicle registration, driver's license and proof of required insurance;
- F. Whether the applicant has ever been convicted of the commission of a felony and/or any crime involving moral turpitude under the laws of this state or any other state or federal law of the United States;
- G. Such additional information and any documentation as the chief of police may deem necessary to process the application.

- H. If requesting exemption under Section 5.35.030.E.3, the applicant must submit a diagram of the location of the mobile food vendor vehicle and its approximate distance to all adjacent property lines and provide all information necessary to determine that the applicant qualifies for the exemption.

5.35.060 – Penalty and Enforcement

- A. Any person violating or aiding or abetting the violation of any provision of this Chapter is guilty of a misdemeanor and shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00). Each day that a violation occurs shall be considered a separate violation. The Police Department and any Code Enforcement Officers shall have concurrent authority to enforce the provisions of this Chapter and may give written notice of any violation and the fine imposed for the violation by serving a citation in person or by certified U.S. mail return receipt requested on any violator. All complaints from citizens regarding violations of this chapter shall be directed to the village code enforcement officer(s).
- B. The acts of any employee, partner other agent (hereinafter "agent") shall be attributed to and considered the acts of the employer, partnership, corporation, limited liability company or other principal on whose behalf, or at whose direction or by whose authority or consent (hereinafter "principal") the agent was engaging in mobile food vending, and any violation of this Chapter by an agent shall be enforceable against the principal and/or the agent jointly or severally. The act of engaging in mobile food vending for another person shall be presumed to create an agency relationship for purposes of this Chapter.

2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

3. This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: November 12, 2021
Re: Changes to Liquor Code Regarding Class J-3 Microbrewery
Licenses

The State of Illinois recently modified their statute regarding sale of liquor at microbreweries to allow for the sale of wine and spirits in addition to the previously allowed sales of beer. As such, the Village is looking to update our code to reflect these additions and allow for any license holders under the J-3 Microbrewery class to now also sell wine and spirits.

Please see the attached ordinance for your approval.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTIONS 5.08.340
REGARDING ALCOHOLIC BEVERAGE SALES ON CLASS J-3 LICENSES**

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

SECTION 1: Section **5.08.340** of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.340 (J)

3. Class J-3 "microbrewery" licenses shall allow the holder of a state craft brewery or brew pub license for the manufacture and storage of beer on the premises primarily to sell its beer at retail in original packaging and for consumption on the premises. Additionally, a holder of this license may also sell beer manufactured by any other brewer holding an Illinois class 1 brewer, class 2 brewer, or class 3 brewer license; and beer, wine, spirits, and other alcohol so long as the sale of these products that are not manufactured on premises are purchased through a licensed distributor, importing distributor, or manufacturer with self-distribution privileges."

SECTION 2: No other portion of the Village of North Aurora Municipal Code is amended or modified by this Ordinance.

SECTION 3: This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form by the Village Clerk, and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this _____ day of _____, 2021, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____ 2021, A.D.

Village President

ATTEST:

Deputy Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: COMED SEWER AND EASEMENT AGREEMENT
AGENDA: NOVEMBER 15, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

A Resolution approving a Sewer Easement Agreement with ComEd and a Storm Water Easement Performance and Indemnity Agreement with North Aurora Industrial Venture, L.L.C. and Opus Development Company, L.L.C.

DISCUSSION

On April 5, 2021, the Village Board approved a special use for a 67-acre planned unit development to be known as the Opus 1-88 Corporate Park on the property formerly known as the Valley Green Golf Course. Site plan approval for the development plans were also approved, which included plans for stormwater detention and facilities to tie into the North Aurora storm water control system.

The developer, Opus Development Company, L.L.C., has negotiated an easement agreement with ComEd for placement of the stormwater drainage facilities to be placed on the ComEd easement for connection to the North Aurora storm water control system; however, ComEd will only grant the easement to the Village of North Aurora. A copy of the negotiated sewer easement agreement is attached and incorporated by reference as Exhibit "A" (the "ComEd Easement Agreement"). In order to protect the Village from any liabilities associated with the storm water connection, staff has also negotiated a Storm Water Easement Performance and Indemnity Agreement, a copy of which agreement, signed by the Developer, is attached hereto and incorporated herein by reference as Exhibit "B" (the "Indemnity Agreement").

By entering into the ComEd Easement Agreement and the Indemnity Agreement, it signifies that the Village is willing to accommodate the developer on the condition that they accept responsibility for performance of the work to construct and extend the storm water drainage facilities through the ComEd Easement, for repair, maintenance and replacement of those facilities, as necessary, and the obligation to pay the cost of the obligations to ComEd and to indemnify, hold harmless, and defend the Village from and against all claims, damages, liabilities and expenses (including reasonable attorneys' fees, court costs and expenses) sustained by the Village under the ComEd Easement Agreement. A special service area will also be provided as a backup measure and include the cost of the stormwater improvements.

VILLAGE OF NORTH AURORA



VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Resolution No. _____

**RESOLUTION APPROVING A SEWER EASEMENT AGREEMENT WITH COMED AND
A STORM WATER EASEMENT PERFORMANCE AND INDEMNITY AGREEMENT
WITH NORTH AURORA INDUSTRIAL VENTURE, L.L.C. AND OPUS DEVELOPMENT
COMPANY, L.L.C.**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2021
by _____.

Signed _____

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

**A RESOLUTION APPROVING A SEWER EASEMENT AGREEMENT WITH COMED
AND A STORM WATER EASEMENT PERFORMANCE AND INDEMNITY AGREEMENT
WITH NORTH AURORA INDUSTRIAL VENTURE, L.L.C. AND OPUS DEVELOPMENT
COMPANY, L.L.C.**

WHEREAS, The North Aurora corporate authorities approved Ordinance No. 21-04-05-01 being an Ordinance Approving a Map Amendment and Special Use As an Industrial Planned Development for 67 Acres of Property to Be Known As the Opus 1-88 Corporate Park In the Village of North Aurora, on April 5, 2021 (the “PUD Ordinance”), approving the zoning and plans for development of the property formerly known as the Valley Green Golf Course, including plans for stormwater detention and facilities to tie into the North Aurora storm water control system (the “Plans”); and

WHEREAS, Opus Development Company, L.L.C., the developer and owner of Lot 3 of the Opus I-88 Corporate Park development, has negotiated an easement agreement with ComEd for placement of the stormwater drainage facilities to be placed on the ComEd easement for connection to the North Aurora storm water control system, but ComEd will only grant the easement to the Village of North Aurora (a copy of the negotiated sewer easement agreement is attached hereto and incorporated herein by reference as Exhibit “A” (the “ComEd Easement Agreement”)); and

WHEREAS, the President and the Board of Trustees are willing to accommodate the Developer by entering into the ComEd Easement Agreement on condition that the Developer and/or the owners of the parcels in the Opus I-88 Corporate Park development accept the responsibility for performance of the work to construct and extend the storm water drainage facilities through the ComEd Easement, for repair, maintenance and replacement of those facilities, as necessary, and the obligation to pay the cost of the obligations to ComEd and to indemnify, hold harmless, and defend the Village from and against all claims, damages, liabilities and expenses (including reasonable attorneys’ fees, court costs and expenses) sustained by the Village under the ComEd Easement Agreement; and

WHEREAS, the Village staff and the Developer have negotiated a Storm Water Easement Performance and Indemnity Agreement with the Developer and North Aurora Industrial Venture, L.L.C., the owner of Lot 2 of the Opus I-88 Corporate Park development, a copy of which agreement, signed by the Developer, is attached hereto and incorporated herein by reference as Exhibit “B” (the “Indemnity Agreement”); and

WHEREAS, the President and Trustees of the Village of North Aurora have determined that entering into the ComEd Easement Agreement and the Indemnity Agreement is in the best interests of the Village of North Aurora, to allow the Opus 1-88 Corporate Park to be developed as planned and approved, which will increase the tax base, add jobs and counter unemployment, and spur on other development in the village of North Aurora.

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

VILLAGE OF NORTH AURORA

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 ComEd Easement Agreement and the Indemnity Agreement in the forms attached hereto are hereby approved, the Village President and Village Clerk are hereby authorized and directed to sign the documents, and the Village staff are hereby authorized and directed to take all actions necessary and appropriate to consummate the agreements and to facilitate the work to be done in connection with the agreements in the usual course.

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 15th day of November, 2021 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 15th day of November, 2021 A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021 A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA

Exhibit A
ComEd Easement Agreement

VILLAGE OF NORTH AURORA

Exhibit B
Indemnity Agreement

This Document was Prepared by:
And when Recorded, Return to:
Stacey Dahlberg
ComEd
3 Lincoln Centre, 4th Floor
Oakbrook Terrace, IL 60181

SEWER EASEMENT AGREEMENT

THIS Sewer Easement Agreement (“Easement”) is made as of this ____ day of _____, 2021, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Grantor”), with a mailing address of 3 Lincoln Centre, 4th Floor, Oakbrook Terrace, IL 60181, and VILLAGE OF NORTH AURORA, 25 East State Street, North Aurora, IL 60542 (“Grantee”).

RECITALS:

A. Grantor is the owner of a parcel of land in North Aurora, County of Kane and State of Illinois, commonly known as Electric Junction – Waterman R/W T36 Parcel 53, described in Exhibit A attached hereto and made a part hereof (“Grantor’s Property”).

B. Grantor utilizes Grantor’s Property for Grantor’s own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor’s equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor’s Property (collectively, “Grantor’s Operations”).

C. Grantee desires to install a twenty one-inch (21”) storm sewer drainage pipe along a center line across Grantor’s Property in the location shown on the diagram attached hereto as Exhibit B (for the purposes of this Easement, the “Easement Premises” shall be a strip of land twenty feet (20’) wide and laying ten feet (10’) along either side of the storm sewer’s center line shown on the diagram attached hereto as Exhibit B).

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever: construction and maintenance of a twenty one-inch (21") storm sewer drainage pipe in substantial conformity with the engineering plan sheets C7.0 prepared by Jacobs & Hefner, dated 8/19/21 and known as Utility Plan Ponds attached hereto as Exhibit B and made a part hereof .(hereinafter referred to as the "Facilities").

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at no expense to Grantor, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Easement Premises and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Easement Premises and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Facilities from Grantor's Property if required, within the lesser of (i) thirty (30) days from Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to the Easement Premises and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing

railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5(b), Grantee's sole and exclusive remedy against Grantor shall be seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Easement Premises and the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Easement Premises and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the

additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Facilities. In the event Grantee fails to so remove the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Easement and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. Prior to performing any such grading, leveling, digging or excavation work on the Easement Premises (which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify Grantor's Regional Right of Way Agent in Oakbrook Terrace, Illinois, telephone number 224-244-1826, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities.

Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Easement Premises and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Easement Premises and/or the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Easement Premises and/or the Facilities:

(i) Grantee agrees that the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit B.

(ii) Should any proposed changes to the Easement Premises and/or the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Where the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Easement Premises so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased in excess of eight (8) inches above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration

requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time.

(viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades. [OPTIONAL: Grantee shall install, maintain and operate such Barricades in strict compliance with any and all rules, regulations and guidelines regarding barricades which Grantor may deliver to Grantee from time to time prior to or during the Term.

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Easement Premises and/or the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Easement Premises and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Easement Premises and/or the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or

any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

Grantee hereby covenants and agrees that Grantee shall, no later than the "Tax Exemption Date" (as hereinafter defined), at Grantee's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Easement Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law. In the event that Grantee is successful in obtaining any such real estate tax exemption for the Easement Premises, then Grantee shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Easement is in effect (and Grantee shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Grantee is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Easement Premises, then Grantee shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Grantor so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Easement, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Easement is executed and delivered.

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Easement Premises and/or the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. Waiver. Any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. Insurance. (a) Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors) Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee will, in any event, purchase and maintain during the term hereof:

COVERAGE #4

Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors). Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$4,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

(b) If any work on the Easement Premises involves or includes any contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Easement Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

(c) There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Grantor.

(d) Grantee shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain. Grantee shall also provide Grantor with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Grantee hereunder is renewed and whenever Grantee obtains a new insurance policy hereunder.

(e) Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

(f) To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

- (1) Be primary and non-contributory to any other insurance carried by Grantor
- (2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; and
- (3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and
- (4) Any Excess or Umbrella liability coverage will not require contribution before it will apply

(g) Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

(h) WAIVER OF SUBROGATION. Grantee and its contractors shall waive all rights of subrogation against Grantor under those policies procured in accordance with this Easement.

13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grant shall fail to complete construction of the Facilities on or before ____ months after the date of this Easement or shall fail to operate or maintain the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate of nine (9%) percent and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company
P.O. Box 767
Chicago, Illinois 60690-0767
Attn: Director of Real Estate Services

with a copy to:

Exelon Business Services Company
Law Department
P.O. Box 805379
Chicago, Illinois 60680-5379
Attn: Assistant General Counsel – Real Estate

If to Grantee:

Village of North Aurora
25 East State Street
North Aurora, IL 60542
Attn: Village Manager

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

17. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall

be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property, from time to time. For purposes of this Easement, any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Grantee shall constitute an assignment of this Easement, and shall be subject to the terms and provisions of this Section 17. For purposes hereof, a "controlling" interest in Grantee shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Grantee, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Grantee, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

18. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

19. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

20. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

21. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

22. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

23. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

24. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid,

illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

25. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

26. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

27. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

28. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

29. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

30. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission's or other governmental authority's approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authority's approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

31. Labor Relations. Neither Grantee nor any of Grantee's authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor's Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor's Property by Grantor or other lessees or occupants of Grantor's Property. In the event of such interference or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

32. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

COMMONWEALTH EDISON COMPANY

By: _____

VILLAGE OF NORTH AURORA

By: _____
Print Name: _____
Title: _____

SCHEDULE OF EXHIBITS

- A Legal description of Grantor's Property
- B Easement Premises

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such _____, (s)he signed and delivered such instrument, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, a _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered such instrument pursuant to authority given by the _____ of such _____, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such _____, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 20__.

Notary Public

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

That part of the Southwest Quarter of Section four (4), Township thirty-eight (38) North, Range eight (8), East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of said Southwest Quarter; thence South along the West line of said Section one hundred seventy-five and two hundredths (175.02) feet; thence South-easterly along a line that forms an angle of eighty-five (85) degrees forty (40) minutes to the left with the prolongation of the last described course two thousand five hundred seventy-seven and no tenths (2577.0) feet to a point in the Westerly Right of Way line of the Chicago, Burlington and Quincy Railroad that is three hundred ninety and fifteen hundredths (390.15) feet South of the North line of said Southwest Quarter; thence North along said Westerly right of way line one hundred seventy-five and fifty-five hundredths (175.55) feet; thence North-westerly two thousand five hundred seventy-seven and six tenths (2577.6) feet to the place of beginning,

EASEMENT PREMISES



This instrument was prepared by
and after recording return to:

O'Rourke, Hogan, Fowler & Dwyer, LLC
10 South LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attention: Howard I. Goldblatt

STORM WATER EASEMENT PERFORMANCE AND INDEMNITY AGREEMENT

THIS STORM WATER EASEMENT PERFORMANCE AND INDEMNITY AGREEMENT ("Agreement") is made as of _____, 2021 ("Effective Date"), by and among the Village of North Aurora, an Illinois municipal corporation ("Village"), North Aurora Industrial Venture, L.L.C., a Delaware limited liability company ("Lot 2 Owner") and Opus Development Company, L.L.C., a Delaware limited liability company ("Lot 3 Owner"). Lot 2 Owner and Lot 3 Owner (together with their respective successors and assigns as owners of fee simple title to Lot 2, and Lot 3, as applicable) are sometimes hereinafter collectively referred to as the "Owners" and individually referred to as an "Owner".

RECITALS

A. Lot 2 Owner is the owner of that certain parcel of land ("Lot 2") legally described on Exhibit A attached hereto and made a part hereof, and so identified on the site plan attached hereto and made a part hereof as Exhibit B ("Site Plan").

B. Lot 3 Owner is the owner of that certain parcel of land ("Lot 3") legally described on Exhibit A hereto and so identified on the Site Plan. Lot 2 and Lot 3 are sometimes hereinafter collectively referred to as the "Lots" and individually referred to as a "Lot".

C. The Lots comprise a portion of the land contained within that certain Final Plat of Valley Green Subdivision recorded on October 15, 2021, as document number 2021K078018, in the Office of the Recorder, Kane County, Illinois (the "Plat").

D. The Plat, in part, grants a public storm water drainage and detention easement (the "Storm Water Easement") over portions of Lot 2 and Lot 3, which Storm Water Easement benefits the Lots.

E. The Ordinance Approving a Map Amendment and Special Use as an Industrial Planned Development for 67 Acres of Property to Be Known as the Opus I-88 Corporate Park in The Village of North Aurora that was approved on April 4, 2021 requires the maintenance of common facilities, including stormwater detention and retention basins and the stormwater sewer lines directly serving such basins and a back-up special service area to be created to fund the facility maintenance if the Owners fail to do so.

F. At Owner's request, the Village has agreed to enter into a certain Sewer Easement Agreement with Commonwealth Edison Company, an Illinois corporation ("ComEd") dated as of _____, 2021 and recorded _____, 2021, as document number 2021K_____, in the Office of the Recorder, Kane County, Illinois (the "ComEd Agreement"), pursuant to which ComEd Agreement ComEd granted to the Village an easement ("ComEd Easement") to install, operate and maintain a twenty-one (21) inch underground storm sewer drainage pipe ("ComEd Improvements") over

a portion of certain property owned by ComEd. The ComEd Easement permits the discharge of storm water from the storm water system constructed on the Lots ("**Owner Storm System**") through the ComEd Improvements to an off-site public storm water system owned and maintained by the Village ("**Village Storm System**").

F. The Village's agreement to enter into the ComEd Agreement is an accommodation to the Owners and was expressly subject to Owners' agreement to be solely responsible for the performance of all of the grantee's duties and obligations under the ComEd Easement Agreement and to indemnify the Village for any liability accruing thereunder, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village, Lot 2 Owner and Lot 3 Owner each hereby agree as follows:

1. Performance. Subject to and in accordance with the terms of this Agreement, Owners each agree to timely perform all of the Village's duties and obligations as the grantee under the ComEd Agreement (including, without limitation, the obligation to pay amounts due from the grantee thereunder). Notwithstanding the foregoing, if an obligation of the grantee under the ComEd Agreement cannot reasonably be performed by an Owner and can be performed by the Village, then the Village will accommodate ComEd further to perform that obligation at Owners' cost as the Village is reasonably able to do so in keeping with and without adversely affecting its primary obligations to the general public. The Village hereby authorizes each Owner (and its agents, employees, contractors, subcontractors, representatives and vendors, as applicable) to exercise all of the Village's rights and remedies under the ComEd Agreement, subject to and in accordance with the terms thereof. The Village (a) will not, without the Owners' prior written consent, which will not be unreasonably denied (i) agree to a termination or modification of the ComEd Agreement, (ii) agree upon any amount owed to ComEd, to a settlement with ComEd regarding any liability to ComEd, under the ComEd Agreement or to otherwise incur any costs under the ComEd Agreement, or (iii) make any election available to the grantee under the ComEd Agreement, (b) will not violate any of the terms, provisions or conditions of the ComEd Agreement, and (c) will promptly deliver to Owners copies of any notice received by the Village under the ComEd Agreement. The Village shall inform the Owners in writing of any action that triggers the Owners' right to consent, and the Owners shall respond to the Village promptly. If ComEd will agree to deal with the Owners directly, the Owners shall communicate directly with ComEd. If the Owners fail to respond in writing to the Village in regard to items in subsection (a) within ten (10) business days or such time as is required by ComEd for a response, whichever is earlier, the Village may exercise its reasonable discretion in responding to ComEd; provided, however, if one Owner timely responds to the Village and the other does not, then the response of the responding Owner will be considered a response of all Owners under this Section 1.

2. Indemnification. Each Owner will defend, indemnify and hold harmless the Village from and against all claims, damages, liabilities and expenses (including reasonable attorneys' fees, court costs and expenses) which are sustained by the Village under the ComEd Agreement, except to the extent caused by the negligence or willful misconduct of the Village or its agents, employees, contractors, subcontractors or representatives or arising out of any violation of the ComEd Agreement by any of them. In connection with any indemnifications hereunder, the Village will tender defense to the Owners of any claim made against the Village which is subject to indemnity hereunder in sufficient time to avoid prejudice to the Owners for handling by counsel of the Owners' selection and reasonably acceptable to the Village. Any resolution of matters for which Owner has an obligation for indemnity that may affect the Village Storm system shall require the Village's consent, which consent shall not be unreasonably withheld. Owner may resolve any monetary liability or other liability that does not affect the Village Storm System or other

Village utilities, property, or obligations of the Village to protect the health and welfare of the general public may be resolved by Owner in its sole discretion.

3. Alternate Solutions for Storm Water Discharge. The Village hereby agrees that, if at any time the ComEd Agreement terminates or the Owner's right to use the ComEd Easement ends or is limited or conditioned to the extent that the discharge of storm water from the Owner Storm System to the Village Storm System is materially impaired or otherwise no longer compliant with applicable legal requirements, then, at an Owner's written request, the Village will approve the construction of an alternate storm water drainage line for the discharge of the storm water from the Owner Storm System to the Village Storm System, including without limitation, the route, but not necessarily the same details, described on Exhibit C hereto, in each case at the Owners' sole cost and subject to Village engineering approval and in compliance with applicable Village codes and ordinances ("**Alternate Solution**"). For purposes of this Agreement, the demand by ComEd for (a) payment of compensation in connection with (i) a proposed change to ComEd's use of its parcel or (ii) an alleged conflict with ComEd's use of its parcel or (b) for a relocation or alteration of the equipment installed by the grantee under the ComEd Agreement, in each case which is unacceptable to an Owner, will be deemed to be material impairment of the Owner's right to use the ComEd Easement hereunder. In the event an Alternate Solution is approved hereunder at Owners' request, Owners will diligently pursue the construction of that Alternate Solution, at Owners' sole cost, in accordance with this Agreement. The Owners shall be solely responsible for any cost associated with the demands by ComEd under the ComEd Agreement unless and until the Owners complete the construction of the applicable Alternate Solution and that alternate solution is operable and ComEd's demands thereunder have been satisfied.

4. Duration. The terms, covenants and conditions contained herein will continue for so long as the ComEd Agreement is in full force and effect. This Agreement, and the rights, duties and obligations of the parties hereunder, will automatically terminate upon the termination of the ComEd Agreement; provided, however, that the those of the performance obligations described in Section 1 above and indemnity obligations described in Section 2 above with respect to obligations under the ComEd Agreement that accrued prior to the termination thereof and that survive any termination of the ComEd Agreement will survive any such termination of this Agreement for so long as the underlying obligations under the ComEd Agreement survive.

5. Payment of Amounts Due. Amounts due from Owners to the Village hereunder will be payable within thirty (30) days after written demand therefor, which demand will include reasonable evidence of the amounts due. If an Owner does not timely pay any sum payable hereunder to the Village, the delinquent amount will accrue interest from the due date to and including the date such payment is received by the Village, at the lesser of (i) seven percent (7%) per annum or (ii) the highest rate permitted by law to be paid on such type of obligation by the Owner obligated to make such payment or the Village.

6. Remedies. If at any time Owners fail, after notice in writing of the failure (a) to maintain or provide for the maintenance of the ComEd Improvements in good operating condition, (b) to observe the obligations of the grantee under the ComEd Agreement to the extent they are not in the control of the Village, (c) to comply with the obligations of the Owners under this Agreement (including, without limitation, to pay amounts due to ComEd by the grantee under the ComEd Agreement), and if the failure continues beyond thirty (30) days after such notice is given (provided, however, that if such failure cannot reasonably be cured within that thirty (30) day period, then as long as the cure of that failure is commenced within that thirty (30) day period and diligently pursued thereafter, that thirty (30) day period will be extended for such additional period as is minimally reasonably necessary to accomplish the cure), or fails to pay any amount due under Section 5 of this Agreement within the time specified for payment thereunder, the Village may (but will not be obligated to do so) exercise reasonable efforts to cure that failure and, may levy the special service area tax to pay itself amounts due but unpaid under Section 5 above or to reimburse

itself for reasonable costs incurred by the Village to remedy the failure, in addition to or in combination with any other remedies available to the Village in law or in equity.

7. Entire Agreement: Amendment. This Agreement (together with the ComEd Agreement) constitutes the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties to this Agreement, which is recorded with the Kane County, Illinois Recorder.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

9. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby unless as a result the purpose and intent of this Agreement will thereby be substantially and essentially impaired. In such event, the parties will diligently proceed to revise this Agreement in order to re-memorialize such purpose and intent.

10. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement, the prevailing party in a non-appealable judicial resolution of such controversy, claim or dispute will be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs incurred by the prevailing party in connection with such judicial action.

11. Notices. Any notice required or permitted to be given by any party upon the other will be given by certified mail, return receipt requested, by nationally recognized overnight courier, or by personal delivery addressed as follows:

If to the Village:	The Village of North Aurora 25 East State Street North Aurora, IL 60542 Attn: Village Administrator
with a copy to:	Drendel & Jansons Law Group 111 Flinn Street Batavia, IL 60510 Attn : Kevin G. Drendel
If to Lot 2 Owner:	North Aurora Industrial Venture, LLC c/o Principal Real Estate Investors, LLC 711 High Street Des Moines, Iowa 50392-1370 Attn : David Straka
with a copy to:	Principal Real Estate Investors, LLC 711 High Street Des Moines, Iowa 50392-0301 Attn: Alan Kress, Counsel

and a copies to: Opus Development Company, L.L.C.
9700 Higgins Road, Suite 900
Rosemont, Illinois 60018
Attn: Michael P. Yungerman

Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, Minnesota 55343
Attn: Legal Department

If to Lot 3 Owner: Opus Development Company, L.L.C.
9700 West Higgins Road, Suite 900
Rosemont, Illinois 60018
Attention: Michael P. Yungerman

with a copy to: Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, Minnesota 55343
Attention: Legal Department

All notices will be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery. Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

13. Miscellaneous. The covenants, conditions and restrictions contained herein will create mutual benefits and covenants running with the land and will be binding upon and inure to the benefit of the owner of each Lot and their respective successors and assigns subject to and in accordance with the terms of Section 4 hereof. Notwithstanding anything in this Agreement to the contrary, no Owner will be liable under this Agreement with respect to any event, act or omission which occurs at any time before or after that Owner is fee simple owner of that Owner's Lot. The covenants and obligations contained in this Agreement will be binding upon each Owner only during and in respect to their respective successive periods of ownership. Any obligation or liability of an Owner under this Agreement is limited to that Owner's interest in its Lot, it being agreed that no such Owner or its partners, directors, officers, members, managers or shareholders will ever be personally liable for any judgment hereunder.

14. Written Assurances. Upon a written request from an Owner, the Village will (a) execute and deliver a "Written Assurance" (defined below) to that Owner or to a prospective owner or to a prospective or existing mortgage lender, tenant or investor regarding the requesting Owner's Lot and (b) will request a Written Assurance from ComEd under the ComEd Agreement. A "**Written Assurance**" is a writing which states that, except as otherwise provided in that Written Assurance: (a) this Agreement (or the ComEd Agreement, as applicable) has not been amended or modified in any manner not of record with the Kane County, Illinois Recorder; (b) to the best knowledge of the party executing and delivering the Written Assurance there are no defaults presently existing under this Agreement by that party; (c) there are no amounts presently due and owing to the party executing and delivering the Written Assurance from the

party requesting the Written Assurance; and (d) to the best knowledge of the party executing and delivering the Written Assurance there are no defaults presently existing by any other party to this Agreement.

15. Incorporation of Recitals. All of the recitals set forth at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Lot 2 Owner has caused this Agreement to be executed as of the Effective Date.

LOT 2 OWNER:

North Aurora Industrial Venture, LLC, a Delaware limited liability company

By: Prolix I-88 Corporate Park Member, LLC, a Delaware limited liability company, its member

By: Principal Real Estate Investors, LLC, a Delaware limited liability company, its authorized signatory

By: David Straka
David Straka (Nov 5, 2021 05:09 CDT)
Name: David Straka
Its: Managing Director

By: John W. Leusink
John W. Leusink (Nov 5, 2021 08:03 CDT)
Name: John W. Leusink
Its: Director - Engineering Services

STATE OF ~~ILLINOIS~~ IOWA)
) SS.
COUNTY OF Polk)

I, Shelley Miller, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT David Straka and John W. Leusink, being the Managing Director and Director - Engineering, respectively, of Principal Real Estate Investors, LLC, a Delaware limited liability company, as the authorized signatory of Prolix I-88 Corporate Park Member, LLC, a Delaware limited liability company, as a member of North Aurora Industrial Venture, LLC, a Delaware limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

WITNESS my hand and official seal this 6 day of November, 2021.



Shelley Miller
Shelley Miller (Nov 8, 2021 00:32 CDT)
Notary Public
My Commission Expires August 15, 2024

IN WITNESS WHEREOF, Lot 3 Owner has caused this Agreement to be executed as of the Effective Date.

LOT 3 OWNER:

Opus Development Company, L.L.C., a
Delaware limited liability company

By: MPY
Name: Michael P. Yungerman
Its: Senior Vice President, General Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Eva J. Johns, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Michael P. Yungerman, being the SVP, General Manager of Opus Development Company, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

WITNESS my hand and official seal this 4th day of November, 2021.

Eva J. Johns
Notary Public

My Commission Expires 9.15.2022



IN WITNESS WHEREOF, the Village has caused this Agreement to be executed as of the Effective Date.

NORTH AURORA,
an Illinois Municipal Corporation

By: _____
Mark, Gaffino, Village President

ATTEST:

Jessica Watkins, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Mark Gaffino and Jessica Watkins are personally known to me to be the Village President and Village Clerk, respectively, of the Village of North Aurora and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, and that they appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the Village of North Aurora as their free and voluntary act, and as the free and voluntary act and deed of the Village of North Aurora, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20____.

Commission expires _____

Notary Public

EXHIBIT A

LEGAL DESCRIPTIONS

Lot 2

LOT 2 IN VALLEY GREEN SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2021 AS DOCUMENT 2021K078018, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Commonly known as: 310 Overland Drive, North Aurora, Illinois
PIN: 15-04-351-024-0000

Lot 3

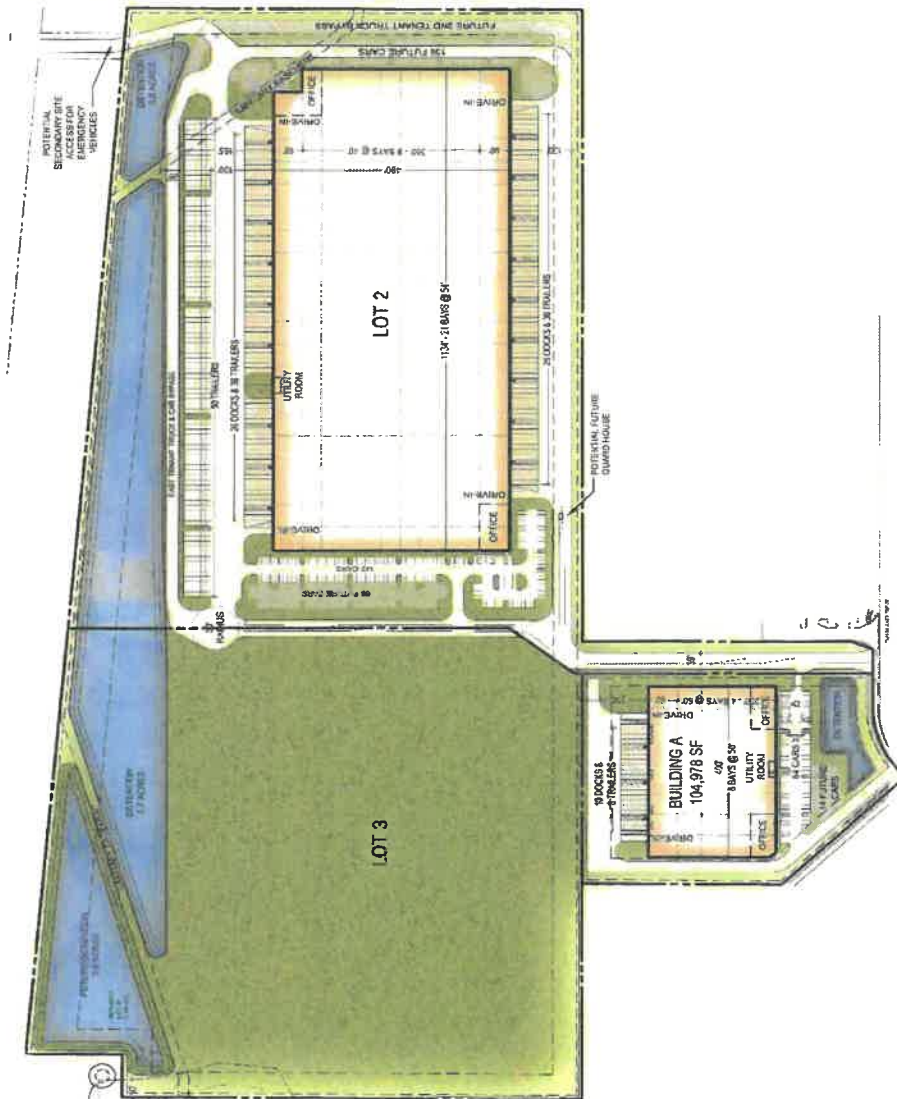
LOT 3 IN VALLEY GREEN SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 2021 AS DOCUMENT 2021K078018, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Commonly known as: 310 Overland Drive, North Aurora, Illinois
PIN: 15-04-351-024-0000

EXHIBIT B

SITE PLAN

PROJECT INFORMATION	
Total Site Area	69.75 Acres
Total Building Area	648,616 SF
Designation	0.22
Provided	6.7 Acres
Future	2.6 Acres
Total	9.3 Acres
Lot 1, PHASE 1	
Building A Site	6.58 Acres
Building A Area	104,978 SF
Docks	10
Trailers	8
Drive-in Doors	2
Parking	64
Provided	64
Future	4
Total	78
Lot 2	
Site Area	34.75 Acres
Building Area	543,038 SF
Docks	54
Trailers	72
Dock Wall	90
Across Dock	162
Total	4
Drive-in Doors	142
Parking	204
Provided	204
Future	346
Total	346
Lot 3	
Site Area	27.43 Acres



0 100 200 400

Site Plan
10.26.2021

Tollway Corporate Center
North Aurora, IL



APPROVED ALTERNATE LOCATION



Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Village Engineer
John Laskowski, Public Works Director

Date: October 29, 2021

Re: 2022 Road Program Professional Engineering Services Agreement



At the September 20, 2021 Committee of the Whole, Staff presented the proposed roads for the 2022 annual road maintenance program. The roads selected are in the Pine Creek, Hartfield Estates, Banbury Ridge, and Fox Valley Country Club Estates subdivisions on the east side of town, as seen in the table below. The total length of streets proposed is approximately 5.1 miles.

#	Street Name	From	To
1	Pinecreek Drive	Butterfield Rd	Doral Ln.
2	Matthias Court	Pinecreek Dr	End
3	Hammer Lane	Pinecreek Dr	Doral Ln.
4	Doral Lane	Hammer Ln	Oak Crest Dr
5	Slaker Court	Doral Ln	End
6	Dewig Court	Doral Ln	End
7	Spyglass Court	Doral Ln	End
8	Wingfoot Drive	Oak Crest Dr	Hart Rd.
9	Oak Crest Drive	Wingfoot Dr	Turnberry Dr
10	Cantigney Court	Oak Crest Dr	End
11	Columbia Circle	Wingfoot Dr	Wingfoot Dr
12	Woodlawn Drive	Hartfield Dr	Columbia Circ
13	Hart Road	Village Limit	Village Border
14	Aster Court	Fairfield Way	Winterberry Ct
15	Winterberry Court	Aster Ct	Meadow Ln
16	Meadow Lane	Fairfield Way	Hartfield Dr
17	Clark Street	Oak Crest Dr	Village Border
18	Turnberry Drive	Oak Crest Dr	Clark St
19	Hartfield Drive	Greenbriar Ct	Hart Rd
20	Greenbriar Court	Hartfield Dr	End
21	Fairfield Way	Greenbriar Ct	Hartfield Dr
22	Derby Drive	Fairfield Way	Village Border
23	Augusta Drive	Oak Crest Dr	Hartfield Dr
24	Coghill Court	Turnberry Dr	End

For the 2022 road program, Village staff will be completing the design engineering for the project. The engineering services agreement with Engineering Enterprises, Inc. (EEI) is for construction and materials inspection, which will be funded through the Capital Fund.

The below table illustrates the average annual construction engineering costs for the past two years and the upcoming year. The total cost for the 2022 year is \$204,730, which is 6.8% and aligns with past year expenditures.

Year	Project Length [miles]	Construction Cost	Materials & Construction Engineering	Construction Engineering as % Project Cost
2020	1.85	\$1,160,000	\$90,107	7.8%
2021	2.75	\$1,550,000	\$133,091	8.6%
2022	5.1	<i>\$3,000,000</i>	\$204,730	6.8%
		<i>Estimated</i>	<i>Awarded</i>	

The construction inspection is estimated at \$204,730. This amount could vary depending on the length of the actual contract due to variability of the time it takes the contractor to complete the project. In 2021 for example, the contractor had good productivity and multiple crews working at a time resulting in the actual construction and material inspection costs coming in below the contract amount at approximately \$85,000 (\$48,000 below the contract estimated cost).

The below table illustrates the costs of design engineering. Since the addition of the Village Engineer, the costs of the total engineering has been reduced by approximately 50% per mile. Additionally the total cost savings totals \$150,000 based on a conservative 5.0% estimated of design engineering costs.

Year	Length [miles]	Design Engineering Costs	Design Engineering as % Project Cost	Total Engineering Costs	Total Engineering Costs per mile
2020	1.85	\$53,474	4.6%	\$143,581	\$77,611.35
2021	2.75	\$90,954	5.9%	\$224,045	\$81,470.91
2022	5.1	\$0	0.0%	\$204,730	\$40,143.14

After reviewing the professional services agreement, comparing this agreement to last year's, and with the satisfactory services provided by EEI the past two years on the road program, it is the Staff recommendation to approve the agreement with EEI in the amount of \$204,730.

**Agreement for Professional Services
Construction Engineering for the 2022 Street Improvement Project**

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 and calculations to complete all necessary engineering services to the Village as indicated on the included Attachment B. Construction Engineering for all roadways indicated on Attachment D will be provided. 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 Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly at the actual rates for services to be performed, currently estimated at \$183,080. 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. Direct Expenses are estimated to be \$21,650.

D. Changes in Rates of Compensation:

In the event that this contract extends beyond December 31, 2022, 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 2023. In the event that any rate changes do occur, the new effective rates will not affect the established hourly not-to-exceed rate.

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: Estimated Level of Effort and Associated Cost
Attachment D: Location Map
Attachment E: Anticipated Project Schedule
Attachment F: 2021 Standard Schedule of Charges

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 _____, 2021.

Village of North Aurora

Engineering Enterprises, Inc.:

Mark Gaffino
Village President

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

Jessi Watkins
Village Clerk

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

2022 Street Improvement Project – Construction Engineering Village of North Aurora

Attachment A – Standard Terms & 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.

**2022 Street Improvement Project
Construction Engineering Agreement
Village of North Aurora**

Attachment B – Scope of Services

The Village of North Aurora requires Construction Engineering services for the Village's 2022 Street Improvement Project. A map of the roadways to be included in the program can be found in Attachment D of this proposal. The roadways have a total centerline length of approximately 5 miles.

Our proposed scope of services will include the following:

Construction Engineering:

- Review proposed improvement plans/exhibits and provide comments to the Village prior to bid opening.
- Review proposed project specifications and bid package and provide comments to the Village prior to bid opening.
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required.
- Attend the Pre-Construction Conference with the Contractor and Village Staff.
- Provide construction layout for the proposed improvements.
- Provide resident engineering for on-site observation.
- Daily documentation of work tasks and calculation of installed pay items.
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor traffic control on a regular basis.
- Gather material inspection and coordinate any required testing on behalf of the Village.
- Provide guidance to the contractor when questions arise during construction.
- Prepare/verify pay estimates.
- Gather and review certified payrolls and waivers of lien.
- Provide information to residents as required.
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with the Village weekly, or as required based on onsite activities.

Exclusions:

- No allowance has been made for any IDOT permitting.

Throughout the course of the project, EEI will attend all required meetings with Village Staff, permitting agencies, area business owners, residents or any other entity as requested or if specific concerns need to be addressed.

All documents prepared by Engineering Enterprises, Inc. shall be done so by, or under the supervision, of a Professional Engineer, licensed within the State of Illinois. All of the latest design standards shall be utilized, including the most recent versions of the Village of North Aurora standards and specifications, Standard Specifications for Road and Bridge Construction in Illinois, the Manual on Uniform Traffic Control Devices and the Standard Specifications for Water and Sewer Main Construction in Illinois.

Further, EEI will meet with utilities and other agencies, as necessary, to coordinate utility services required for the project and to establish the division of work, if any, between the utility or the agency and construction contractor. In addition, EEI will prepare detailed minutes of all meetings and submit them for approval

within seven calendar days after meeting. Meeting minutes may denote scope of work changes but will not be considered formal notification of changes.

The following program guidelines for the 2022 Street Improvement Project 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.
- Apply value-engineering techniques to ensure efficient and cost-effective design procedures.
- 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 - ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES
2022 STREET IMPROVEMENT PROJECT - CONSTRUCTION ENGINEERING
Village of North Aurora

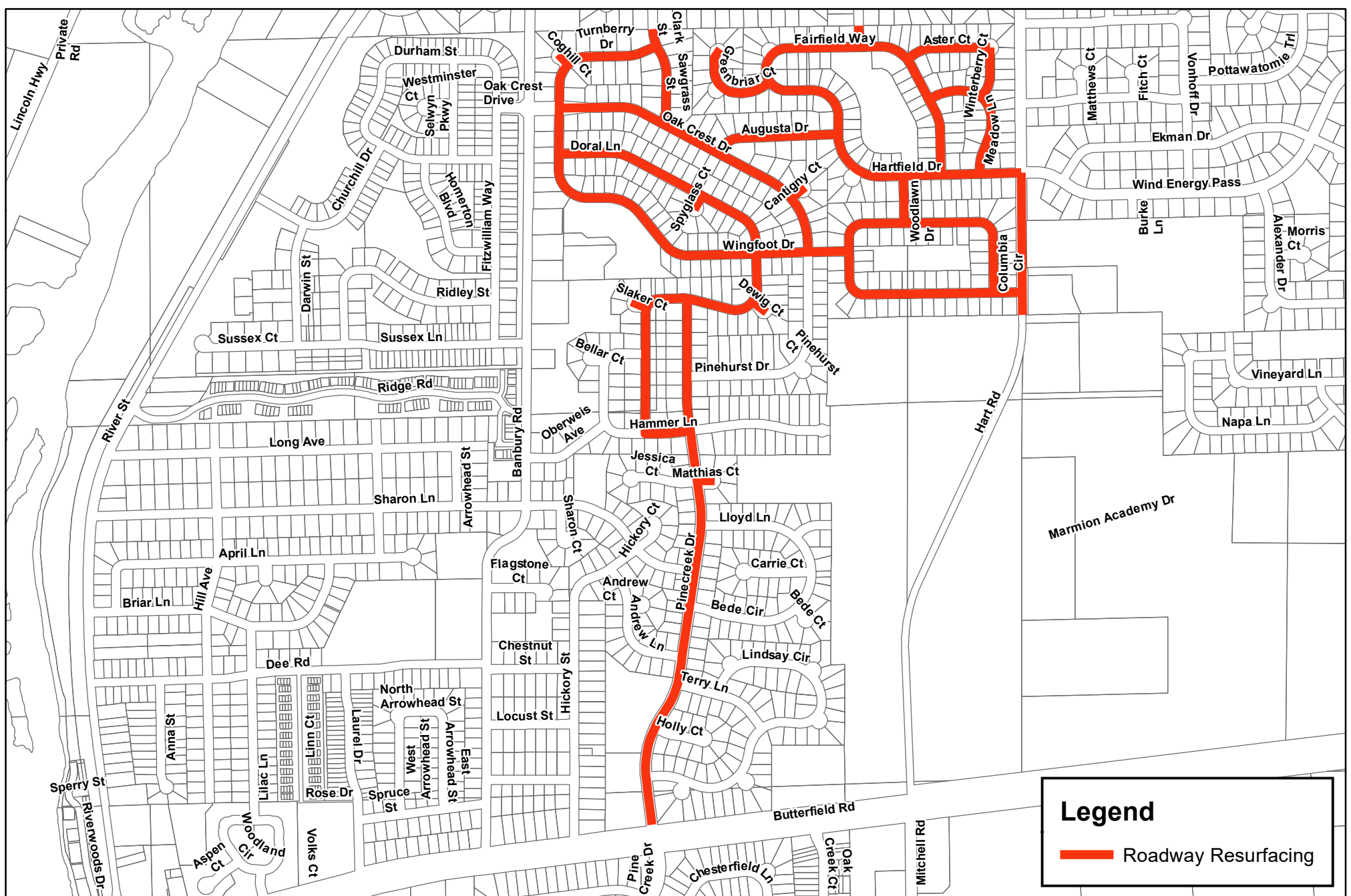


WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING		DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN			
		HOURLY RATE:	\$217	\$206	\$174	\$147	\$206	\$158	\$158	\$145	\$70		
CONSTRUCTION ENGINEERING													
3.1	Project Management & Construction Administration		2	48	8							58	\$ 11,714
3.2	Review of Proposed Plans & Specifications			4	12							16	\$ 2,912
3.3	Bidding & Contracting Support			2	6							8	\$ 1,456
3.4	Construction Layout				4	72						76	\$ 11,280
3.5	Observation & Documentation				8	990					4	1,002	\$ 147,202
3.6	Punchlist Coordination and Work		2	2	4	24					2	34	\$ 5,210
3.7	Project Closeout		2	2	4	12						20	\$ 3,306
PROJECT TOTAL:			6	58	46	1,098	-	-	-	-	6	1,214	183,080

DIRECT EXPENSES	
Material Testing (Rubino) =	\$ 14,500
Vehicle Costs (\$65 per day) =	\$ 7,150
DIRECT EXPENSES =	\$ 21,650

LABOR SUMMARY	
Engineering Expenses =	\$ 182,660
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 420
TOTAL LABOR EXPENSES =	\$ 183,080

TOTAL EXPENSES =	\$ 204,730
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Legend

Roadway Resurfacing

Engineering Enterprises, Inc.



52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com

Village of North Aurora

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

DATE:	OCTOBER 2021
PROJECT NO.:	NO2104
BY:	KKP
PATH:	H:\GIS\PUBLIC\NORTH AURORA\
FILE:	NO2104_2022 Road program.mxd

Attachment D
 2022 Street Improvement
 Project - Location Map





ATTACHMENT E - ANTICIPATED PROJECT SCHEDULE
 2022 STREET IMPROVEMENT PROJECT - CONSTRUCTION ENGINEERING
 Village of North Aurora



WORK ITEM NO.	WORK ITEM	Year:		2022																																															
		Month:		January				February				March				April				May				June				July				August				September				October				November							
		Week Starting:		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
CONSTRUCTION ENGINEERING																																																			
3.1	Project Management & Construction Administration																																																		
3.2	Review of Proposed Plans & Specifications																																																		
3.3	Bidding & Contracting Support																																																		
3.4	Construction Layout																																																		
3.5	Observation and Documentation																																																		
3.6	Punchlist Coordination and Work																																																		
3.7	Project Closeout																																																		

Legend	
	Project Management, QC/QA, Coord.
	Meeting(s)
	Bidding and Contracting
	IDOT & Village Review
	Preliminary Design Work Item
	Permitting
	Construction



Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
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



Memorandum

To: Mark Gaffino, Village President & Board of Trustees
Cc: Steven Bosco, Village Administrator
From: Brandon Tonarelli, Village Engineer
Date: November 1, 2021
Re: Route 31 & Airport Road Intersection Design & Construction Engineering Services Agreement with EEI

The Village has received a proposal from Engineering Enterprises, Inc. (EEI) for design and construction engineering services for the Route 31 and Airport Road Intersection Improvement Project proposed for fiscal year 2023. This project would include widening of the intersection at the corners, which would improve the intersection geometrics allowing trucks to make the turns more fluidly. It would also include the relocation and modification of traffic signal equipment and sidewalk at the intersection.

The IL 31 and Airport Road intersection is under the jurisdiction of the Illinois Department of Transportation (IDOT), however they do not have any improvements planned for this intersection currently. As the current geometrics of the intersection effects truck access to North Aurora businesses and is a safety concern, the Village is undertaking the project. The design and construction of the project will require coordinating and obtaining a Highway Permit from IDOT.

The engineering and construction have been budgeted for in the TIF Fund. The engineering services contract prepared by EEI has been separated into three components, a design component, an outside services component, and a construction inspection component. The design component is in the amount of \$82,251. The outside services component is in the amount of \$30,167 and includes pavement cores, soil borings, material inspection, and environmental assessment. The construction inspection is estimated at \$74,304. This amount could vary depending on the length of the construction of the project. Construction of the project is estimated to cost approximately \$650,000.

The level of complexity of this project is greater than that of a typical road program. In this case that is due to the working within State right-of-way and relocation and modifications to an IDOT traffic signal. This will require additional coordination, requirements, and approval from IDOT. Additionally, acquisition of additional right-of-way or easements will be required to complete this project. All of these factors increase the cost of the engineering services

necessary. At this time, it is not however anticipated that IDOT will require an Intersection Design Study and has not been included in this contract.

The Village Engineer and Public Works Director reviewed the professional services agreement prepared by EEI for the design and construction 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 \$186,722.

**Agreement for Professional Services
Airport Road and Illinois Route 31 Intersection Improvements
Village of North Aurora, IL**

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 and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the Village as indicated on the included Attachment B. Services shall include Preliminary and Design engineering for the roadway improvements at the intersection of Airport Road and Illinois Route 31 as shown on Attachment E. Additionally, Construction engineering will be provided for the roadway improvements as shown on Attachment E. All engineering will be performed in accordance to 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 Estimated 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 Preliminary and Design Engineering for the project is \$82,251. Construction Engineering will be paid for hourly at the actual rates for services to be performed, currently estimated at \$74,304. 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 \$30,167.

D. Changes in Rates of Compensation:

In the event that this contract extends beyond December 31, 2022, 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 2023. 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 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 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:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	Location Map
Attachment F:	2021 Standard Schedule of Charges
Attachment G:	Huff & Huff Proposal
Attachment H:	Rubino 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 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 _____, 2021.

Village of North Aurora:

Engineering Enterprises, Inc.:

Mark Gaffino
Village President

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

Jessi Watkins
Village Clerk

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

**Airport Road and Illinois Route 31 Intersection Improvements
Village of North Aurora, IL**

Attachment A – Standard Terms & 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 seven (7) 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.

**Airport Road and Illinois Route 31 Intersection Improvements
Village of North Aurora, IL
Preliminary, Design and Construction Engineering Agreement**

Attachment B – Scope of Services

Preliminary Engineering

- Project Management, Coordination, Meetings and QC/QA
 - Project Kickoff Meeting
 - Establish lines of communication.
 - Present a work plan for the project including schedule milestones, design criteria and a list of information needed from the Village to begin design.
 - Acquire existing information from the Village including previous reports, plans of recent development and relevant site information
 - Project Coordination
 - PACE Bus Coordination
 - Project Management
 - Project Scheduling
- Survey and Data Collection
 - Perform Topographic Survey along Illinois Route 31 and Airport Road, including all sidewalks, traffic signal equipment, signs, and full drainage structure inventory
 - Perform existing boundary survey
 - Plat of dedications and legal descriptions
- Geotechnical Investigation
 - Coordinate locations and work to obtain soil boring/pavement cores with subconsultant Rubino Engineering Inc.
 - Perform soil borings/pavement cores for pavement design and grading (Rubino).
 - Prepare Geotechnical Report (Rubino)
 - Review Geotechnical Report to determine optimal pavement section and potential areas of concern.
- Pavement Design
 - Review Geotechnical Report to determine optimal pavement section and potential areas of concern.
 - Perform IDOT Pavement Design
- IDOT Permit
 - Obtain IDOT permits for the work.
- Intersection Design
 - Traffic Signal and Pedestrian Push Button Equipment Layout
 - Preliminary Geometry
 - ADA Details
 - Autoturn Truck Turning Movements
- Environmental Survey Request (ESR) and EcoCAT
 - ESR Submittal for Special Waste Clearances from IDOT
 - EcoCAT for Biological, Wetland, Historical and Cultural
 - LPC 663 Form for Airport Road Special Waste CCDD (Huff and Huff)
 - Calculate volumes of special waste along Airport Road to be disposed (EEI)
- Utility and IDOT Coordination
 - Perform Design J.U.L.I.E.
 - Obtain, review and inventory existing utility information to identify potential conflicts
 - Coordination with all public utilities and IDOT

*Airport Road and Illinois Route 31 Intersection Improvements
Village of North Aurora
Professional Services Agreement
Preliminary, Design and Construction Engineering
- Scope of Services*

Design Engineering:

- Project Management, Coordination, Meetings and QC/QA
 - Project Comment Review Meetings (2 Meetings – 1 at prefinal plans, 1 at final plans)
 - Project Coordination
 - PACE Bus Coordination
 - Project Management
 - Project Scheduling
 - QC/QA will be performed throughout the project.
- Prefinal Plans, Specifications and Cost Estimates
 - Coordinate documentation for CCDD Management of soils.
 - Coordinate with Village Staff the final scope of improvements
 - Develop prefinal plans including the following:
 - Title Sheet
 - General Notes
 - Summary of Quantities
 - Existing and Proposed Typical Sections
 - Alignment, Ties and Benchmarks
 - Plan and Profile (1"=20')
 - Traffic Control Typical Sections
 - Maintenance of Traffic Notes
 - Erosion and Sediment Control Plan (1"=20')
 - Drainage and Utilities Plan (1"=20')
 - Pavement Marking, Lighting, Signing & Landscaping Plan (1"=20')
 - Traffic Signal Installation Plan (1"=20')
 - Cable Plan, Sequence of Operation & Schedule of Quantities
 - Mast Arm Mounted Sign Sheet
 - Traffic Signal Standard Details Sheets
 - Project Details
 - Village Details
 - District One and IDOT Details
 - Prepare bid package, and ancillary documents, including:
 - BLR12200 – Local Public Agency Formal Contract Proposal
 - BLR12200 A – Schedule of Prices
 - BLR12230 - Bid Bond Form
 - BC57 - Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR11310 – Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Prevailing Wage
 - Special Provisions in IDOT format
 - Local Roads Special Provisions
 - District One Special Provisions
 - Village of North Aurora Provisions & Details
 - Status of Utilities
 - Calculate Quantities and prepare prefinal Cost Estimate

*Airport Road and Illinois Route 31 Intersection Improvements
Village of North Aurora
Professional Services Agreement
Preliminary, Design and Construction Engineering
- Scope of Services*

- Quantities to be organized by funding source (if necessary)
 - BDE 213 – Estimate of Cost
- Prepare BDE220A – Estimate of Time Required
- Perform QC/QA review of prefinal plans, documents, and cost estimate
- Submit prefinal plans to the utility companies as necessary
- Submit prefinal plans, estimate of cost, estimate of time and special provisions to the Village of North Aurora and IDOT for review.
- Prepare and provide disposition of comments to IDOT.
- Final Plans, Specifications and Cost Estimates
 - Update plans based on comments received on prefinal plans
 - Prepare and provide disposition of comments to IDOT.
 - Update summary of quantities, estimate of cost and estimate of time for final submittal.
 - Update special provisions for final submittal.
 - Perform QC/QA review of final plans, documents, and cost estimate
 - Submit final plans, estimate of cost, estimate of time and special provisions to the Village of North Aurora, IDOT and utility companies.
- Bidding, Letting and Contracting
 - Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract
 - BLR12320 – Local Public Agency Formal Contract
 - BLR12321 – Contract Bond
 - Bid Tab
 - Contractor's Certificate of Eligibility
 - Provide all submittal plans to the Village, IDOT and Utility Companies in 11" x 17" format and specifications in 8-1/2" x 11" format.

Construction Engineering:

- Project Management and Contract Administration
 - Review contractor's proposed construction schedule for compliance with contract. Submittals should be included on this schedule as well as all major subcontractors.
 - Set up all forms of proper project documentation.
 - Prepare minutes for all meetings and distribute to appropriate parties.
 - Project administration and management
- Pre-Construction Conference and Status Meetings
 - Attend the Pre-Construction Conference with the Contractor
 - Host construction status meetings with the Village of North Aurora (4 meetings – Bi-Weekly)
- Observation and Documentation (Assumed approximately 2 working months at 45 hours/week)
 - Provide a full-time resident engineer and supplemental staff as needed for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Maintain site presence at all times when the contractor is working. Disapprove any work failing to conform to the contract documents and immediately inform Village representatives. Verify that there are no deviations from the contract documents unless authorized by Village representatives.
 - Daily documentation of work tasks and calculation of installed pay items
 - Maintain submittal log and check status to ensure timely approval.

*Airport Road and Illinois Route 31 Intersection Improvements
Village of North Aurora
Professional Services Agreement
Preliminary, Design and Construction Engineering
- Scope of Services*

- Maintain orderly files of all relevant project documents so that they can be easily accessed
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the Village
- Provide guidance to the contractor when questions arise during construction
- Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to Village.
- Gather certified payrolls and waivers of lien
- Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
- Maintain daily contact with the utility companies and their contractors to monitor concurrence with proposed schedules.
- Monitor and ensure that all OSHA safety regulations are followed by the consultant staff and sub-consultants.
- Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
- Monitor and document erosion control and ensure conformity with the plans, specifications, and standards.
- Provide information to residents as required
- Perform punch list inspections with the Village representative, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with Village weekly, or as required based on onsite activities
- Closeout Paperwork
 - Prepare necessary closeout paperwork required by the Village of North Aurora
 - ADA compliant paperwork.
- Material Testing
 - Provide Quality Assurance (QA) services in accordance with IDOT QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for all materials. Obtain and test, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA requirements. Reports shall be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager. (Rubino)
 - Review testing data provided by Rubino.
- Record Drawings
 - Prepare record drawings.
 - Submit the drawings in a hard copy and digital form

Items not included in the scope:

- No allowance has been made for a Preliminary Site Investigation (PSI)
- No allowance for a Preliminary Environmental Site Assessment (PESA)
- Plat of Highways
- Title commitments
- Negotiations for property acquisition
- Sanitary sewer and water main design
- Traffic Counts

*Airport Road and Illinois Route 31 Intersection Improvements
Village of North Aurora
Professional Services Agreement
Preliminary, Design and Construction Engineering
- Scope of Services*

- Intersection Design Study for IDOT approval
- Traffic Capacity Analysis.
- Lighting Design
- No allowance for public involvement.
- Any special aesthetic features or treatments.
- Design services by a landscape architect. Only basic landscaping will be provided.



ATTACHMENT C
ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST
 Airport Road and Illinois Route 31 Intersection Improvements
 Village of North Aurora, IL



WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$217	\$206	\$174	\$147	\$206	\$185	\$158	\$158	\$147	\$70		
PRELIMINARY ENGINEERING														
1.1	Preliminary Project Management, Coordination, Meetings and QC/QA	2	16	4							2	24	\$	4,566
1.2	Survey and Data Collection		2	2	4	9	18	40				75	\$	12,852
1.3	Geotechnical Investigation		2	4						4		10	\$	1,696
1.4	Pavement Design		2	4	8							14	\$	2,284
1.5	Preliminary IDOT Permitting		4	8	4					8		24	\$	3,980
1.6	Intersection Design		4	16	8					12	2	42	\$	6,688
1.7	Environmental Survey Request (ESR) and EcoCAT		2	8	8				2	4		24	\$	3,884
1.8	Preliminary Utility and IDOT Coordination		2	4	4					4	2	16	\$	2,424
Preliminary Engineering Subtotal:		2	34	50	36	9	18	40	2	32	6	229	\$	38,374
DESIGN ENGINEERING														
2.1	Design Project Management, Coordination, Meetings and QC/QA	2	16	8						4	2	32	\$	5,850
2.2	Plats of Dedication					9	9					18	\$	3,519
2.3	Prefinal Plans, Specifications and Estimates		8	20	40				20	30		118	\$	18,578
2.4	Final Plans, Specifications and Estimates		2	8	16				4	8		38	\$	5,964
2.5	IDOT Revisions and Dispositions	2	2	2	8							14	\$	2,370
2.6	Final Permitting		2	8	8					4	2	24	\$	3,708
2.7	Bidding, Letting and Contracting		4	16							4	24	\$	3,888
Final Engineering Subtotal:		4	34	62	72	9	9	-	24	46	8	268	\$	43,877
CONSTRUCTION ENGINEERING														
3.1	Project Management & Contract Administration	2	16	4	8							30	\$	5,602
3.2	Pre-Construction Conference and Status Meetings			10	6							16	\$	2,622
3.3	Observation and Documentation			8	360							368	\$	54,312
3.4	Closeout Paperwork			8								8	\$	1,392
3.5	Material Testing		4	8								12	\$	2,216
3.6	Record Drawings		4	8	8		16		4	8		48	\$	8,160
Construction Engineering Subtotal:		2	24	46	382	-	16	-	4	8	-	482	\$	74,304
PROJECT TOTAL:		8	92	158	490	18	43	40	30	86	14	979	\$	156,555

DIRECT EXPENSES	
Printing =	\$ 500
Supplies & Misc. =	\$ 200
Vehicle Costs (\$65 per day) =	\$ 2,659
Environmental/CCDD (Huff and Huff) =	\$ 14,162
Pavement Cores/Soil Borings (Rubino) =	\$ 8,239
Material Testing (Rubino) =	\$ 4,407
DIRECT EXPENSES =	\$ 30,167

LABOR SUMMARY	
Engineering Expenses =	\$ 120,210
Surveying Expenses =	\$ 17,983
Drafting Expenses =	\$ 17,382
Administrative Expenses =	\$ 980
TOTAL LABOR EXPENSES =	\$ 156,555

TOTAL EXPENSES =	\$ 186,722
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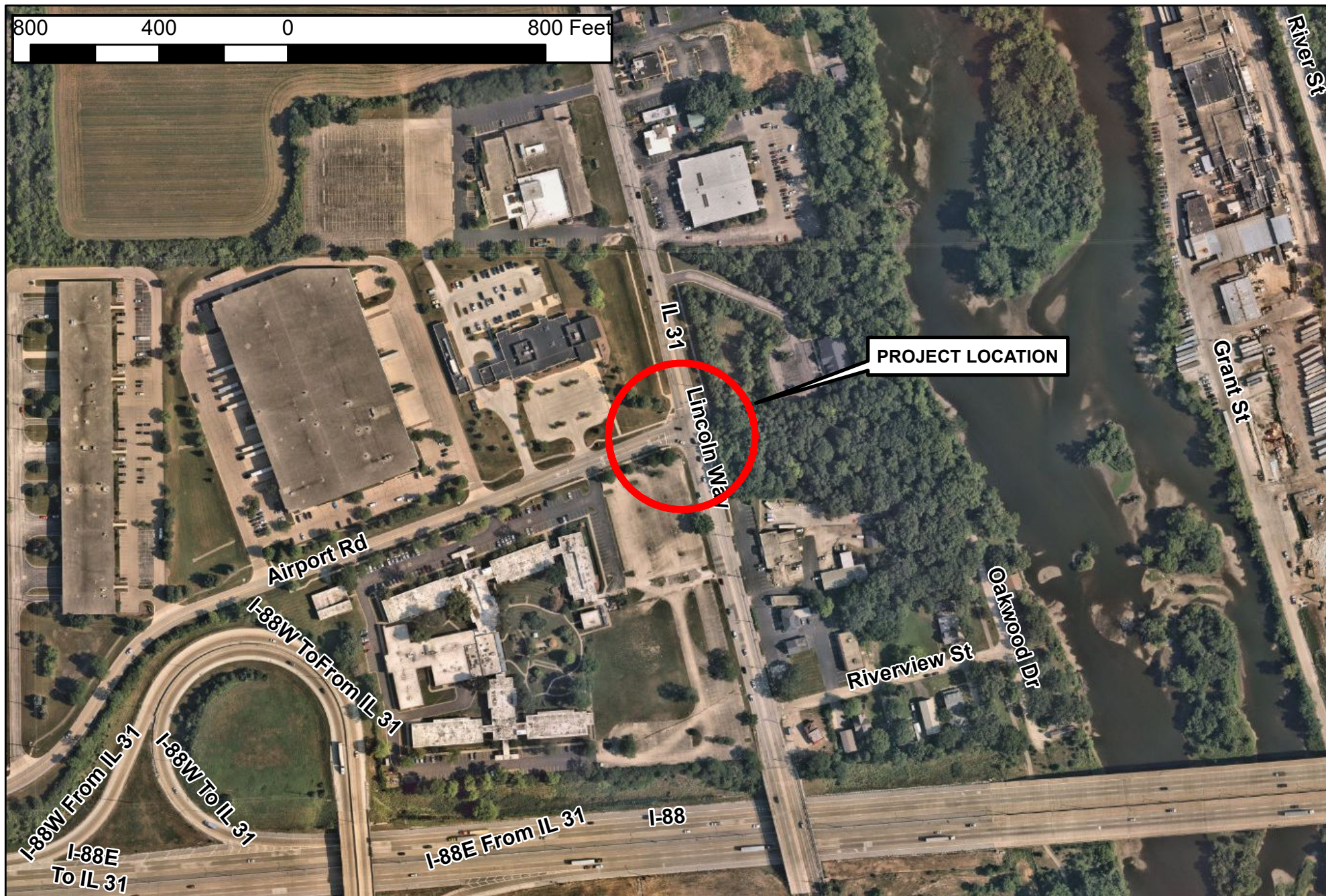


ATTACHMENT D - ANTICIPATED PROJECT SCHEDULE
 Airport Road and Illinois Route 31 Intersection Improvements
 Village of North Aurora, IL



WORK ITEM NO.	WORK ITEM	Year:		2022												2023											
		Month:	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July					
		Week Starting:	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3					
PRELIMINARY ENGINEERING																											
1.1	Preliminary Project Management, Coordination and Meetings																										
1.2	Survey and Data Collection																										
1.3	Geotechnical Investigation																										
1.4	Pavement Design																										
1.5	Preliminary IDOT Permitting																										
1.6	Intersection Design																										
1.7	Environmental Survey Request (ESR) and EcoCAT																										
1.8	Preliminary Utility and IDOT Coordination																										
DESIGN ENGINEERING																											
2.1	Design Project Management, Coordination, Meetings, and QC/QA																										
2.2	Plats of Dedication																										
2.3	Prelfinal Plans, Specifications and Estimates																										
2.4	Final Plans, Specifications and Estimates																										
2.5	IDOT Revisions and Dispositions																										
2.6	Final Permitting																										
2.7	Bidding, Letting and Contracting																										
CONSTRUCTION ENGINEERING																											
3.1	Project Management & Contract Administration																										
3.2	Pre-Construction Conference and Status Meetings																										
3.3	Observation and Documentation																										
3.4	Closeout Paperwork																										
3.5	Material Testing																										
3.6	Record Drawings																										

Legend			
	Project Management, QC/QA, Coord.		Preliminary
	Meeting(s)		Design Work Item
	Bidding and Contracting		Permitting
	Village/IDOT Review		Construction



Engineering Enterprises, Inc.

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



Village of North Aurora

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

DATE:	OCTOBER 2021
PROJECT NO.:	NO2103
BY:	MJT
PATH:	H:\GIS\PUBLIC\NORTH AURORA\
FILE:	NO2103_Rt 31 Airport.MXD

ATTACHMENT E- LOCATION MAP AIRPORT ROAD AND ILLINOIS ROUTE 31 INTERSECTION IMPROVEMENTS





Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
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 60523
T: 630.684.9100
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www.gza.com

Attachment G - Huff & Huff Proposal



October 25, 2021

via email: RSikes@eeiweb.com

Mr. Ryan M. Sikes, P.E., PTOE
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

**Re: Airport Road at IL Route 31 – Intersection Improvements
Special Waste Assessment – Local Roads LPC-663 Form Documentation (CCDD)
Proposal No. 81.P003081.22**

Dear Mr. Sikes:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA), is prepared to offer professional engineering services to Engineering Enterprises, inc. (Client), regarding due diligence and soil sampling in support of off-site final disposition consideration of spoils at a clean construction or demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility.

We understand IDOT is currently expected to complete special waste assessment for their jurisdiction along IL-31 by performing the Preliminary Environmental Site Assessment (PESA) and Preliminary Site Investigation. We understand local funding will be utilized by the City of North Aurora to complete special waste assessment for the local jurisdiction. Our scope assumes local jurisdiction involvement along Airport Road, for an estimated corridor length of up to 300-feet and no assessment along IL-31.

At this time, Client anticipates that completion of LPC-663 Form documentation for the local jurisdiction is sufficient in lieu of completing a local roads PESA and PSI. If this assumption changes based on IDOT input, we understand a revised scope and fee would be requested by Client.

Client has provided a copy of the Project Description Worksheet which depicts the project location and general information on the scope of improvements, which shall serve as the basis of our understanding of the project area and general scope. We understand improvements are primarily related to the intersection geometrics to allow for additional clearance between the turning trucks, edge of pavement, and opposing traffic. Improvements will also include modifications to adjacent sidewalk and pedestrian crossings and replacement of signal equipment.

This proposal presents our approach in Section 1 and the fee associated with the specific tasks in Section 2 below to perform testing of soils to determine if a portion of the spoils to be derived from the project area are suitable for CCDD facility disposal consideration. The proposed project schedule is provided in Section 3.



1. PROJECT SCOPE

TASK 1 – LPC-Form 663 Documentation

Sub-Task A – Records Search, Review, Confirmation, and Mark Borings

GZA will obtain a database to review and document potentially impacted properties (PIPs) associated with the project areas. In addition, this task includes time to conduct a site visit to pre-mark proposed soil boring locations to facilitate the JULIE utility locate notification. We anticipate documentation consistent with the LPC-663 Form approach and we propose sampling for contaminants of concern associated with PIPs and/or to fulfill current CCDD industry trends for sampling requirements.

Sub-Task B – Soil Sampling and Laboratory Analysis

GZA will mobilize to the site to conduct a series of up to six (6) soil borings, via GeoProbe proposed for a single day of field effort. The depths of the borings will be generally consistent with the proposed depth of improvements and completed with the aid of traffic control services given the location of the proposed sampling. We currently anticipate completing sampling to depths of up to 15 feet deep in two (2) borings and up to 5 feet in the other four (4) borings.

We anticipate collecting up to two (2) samples in each of the deep borings with one sample being analyzed initially and the second sample analyzed, if necessary for delineation purposes, and one sample from each of the four (4) shallow borings, for a total of up to eight (8) samples. The soil samples will be analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

Sub-Task C – Preparation of LPC-663 Form Document

Based on the due diligence and if analytical results achieve the MAC values, GZA will prepare the LPC-663 document for the local roads portion of the project. The LPC-663 Form documents will include a cover letter summary of the findings, a narrative summarizing the due diligence, sampling and results along with supporting documentation (figures, database, laboratory report) and the LPC-663 Form signed by GZA. The packet of information will be provided to Client electronically. If Client requests, GZA will provide the completed documents to three (3) CCDD facilities to seek a review and if applicable, issuance of pre-authorization acceptance letters. We would initially submit to the local Heartland CCDD facility, due to its proximity being less than 1-mile southeast of the jobsite.

Sub-Task C – Project Management and QA/QC

This task includes time for GZA to manage the project and perform internal QA/QC of the project deliverables.



2. PROJECT COST

The estimated costs are summarized below and also on the attached spreadsheets.

Task	Approach/Scope	Proposed Cost
1	LPC-663 Due Diligence, Sampling, and Documentation Package	\$ 12,874.80

GZA will invoice monthly for professional services and reimbursable expenses if applicable or upon completion of the tasks and submittal of the deliverable.

3. PROJECT SCHEDULE

Task 1 will commence within 1 day of notice to proceed (NTP) from Client and the LPC documentation will be completed within six (6) weeks of the NTP dependent upon the subcontractor's availability.

4. CONTRACT CONDITIONS

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA'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 GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties. *GZA is submitting this proposal with the belief that we will be able to fulfill the scope requirements during this COVID-19 Pandemic crisis. If performance is rendered impossible because of the impacts of COVID-19, GZA will notify Client of that Force Majeure event.*

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. 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 and Cost Sheets



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 _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

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

© 2021 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA 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 GZA.

1. **Services.** GZA 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 GZA's costs will be the subject of a negotiated amendment or change order.

2. **Standard of Care; Warranties.**

a. GZA 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. GZA 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 GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**

d. GZA 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 GZA 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 GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA 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. GZA 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 GZA'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 GZA 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 GZA. Unless otherwise indicated in writing, GZA 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 GZA, 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 GZA 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 GZA and GZA 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 GZA 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 GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

6. Underground Facilities. GZA'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 GZA with respect to personal injury and property damages due to GZA'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 GZA; 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 GZA 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



GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'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 GZA.**

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA 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 GZA for storage and/or shipping beyond 30 days.

9. GZA Professionals. GZA 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 "GZA 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 GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA 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; GZA "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. GZA 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. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA 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 GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA 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 GZA 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, GZA 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, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA 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 GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.



13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. 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 GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA'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 GZA, you covenant and agree that all such electronic files are instruments of service of GZA, 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 GZA 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 GZA will be at the user's sole risk and without any liability to GZA.

15. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA 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 GZA 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. GZA 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 GZA 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, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") 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 GZA'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 GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") 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 GZA 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 GZA within one year of substantial completion of the services.

d. GZA 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. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.

f. You will look solely to GZA 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 GZA principal, officer, employee or agent.

19. Disputes.

a. All disputes between you and GZA 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 GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA'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.

Huff & Huff, Inc.

Proposal

10/25/2021

Prepared for: **Engineering Enterprises, Inc.**
Project: **N Aurora Airport Road at IL31**

Task		Hours	Labor	Reimbursables	Total
1	Task 1: LPC-663 Documentation	35.00	3,940.00	8,934.80	12,874.80
Grand Total		35.00	\$ 3,940.00	\$ 8,934.80	\$ 12,874.80

Huff & Huff, Inc.

Proposal

10/25/2021

Prepared for: Engineering Enterprises, Inc.
Project: N Aurora Airport Road at IL31

Task				Reimbursables			
1 Task 1: LPC-663 Documentation							
Trips	60 miles	x	2 x	\$ 0.56	=	\$	67.20
Tolls			8 x	\$ 0.90	=	\$	7.20
Database	1 ea	x	1 x	\$ 200.00	=	\$	200.00
Field Kit	1 day	x	1 x	\$ 30.00	=	\$	30.00
PID	1 day	x	1 x	\$ 100.00	=	\$	100.00
GPS	1 day	x	1 x	\$ 100.00	=	\$	100.00
22 total metals	1 ea	x	8 x	\$ 112.50	=	\$	900.00
15 metals TCLP	1 ea	x	8 x	\$ 116.00	=	\$	928.00
15 metals SPLP	1 ea	x	8 x	\$ 116.00	=	\$	928.00
VOCs	1 ea	x	8 x	\$ 72.50	=	\$	580.00
SVOCs	1 ea	x	8 x	\$ 145.00	=	\$	1,160.00
pH	1 ea	x	8 x	\$ 16.80	=	\$	134.40
Driller	1 day	x	1 x	\$ 1,950.00	=	\$	1,950.00
Traffic Control	1 day	x	1 x	\$ 1,850.00	=	\$	1,850.00
				Task Total	\$	8,934.80	
Grand Total						\$	8,934.80

**Village of North Aurora
Long-Term Capital Improvement Program**

Project Description Worksheet

Project Name

Intersection of Airport Road/Route 31

Location

Intersection of Airport Road/Route 31



Project Scope

The intersection geometrics have been redesigned to accommodate the appropriate curves at the intersection corners, which will allow for additional clearance between the turning trucks, edge of pavement and opposing traffic. The adjacent sidewalk will need to be modified to maintain both pedestrian crossing across IL Route 31 and the bus stop pad. With the extension of the sidewalk a new pedestrian crossing can be implemented across Airport Road. The geometric improvements to the intersection will require that the existing traffic signal be modified. Most of the existing signal will not be reused and the existing installation does not meet the current IDOT of federal signal head standards, all new equipment should be used. The cost of the project also includes use of temporary signals. Pedestrian signals should be provided when the traffic signal is modified.

Justification & Comments

The subject intersection is signalized where Airport Road tees into IL Route 31 (from the west). Airport Road indirectly connects with Randall Road through the use of Alder Dr. The intersection serves the Tollway Park of Commerce and PACE bus route 802 which runs on Airport Road and IL Route 31. The intersection geometrics do not allow for fluid movement of truck traffic to/from IL Route 31. More specifically, the eastbound to southbound right-turn for semi-trucks cannot be made if there are vehicles present in the northbound left turn lane. Semi-trucks cannot make the northbound left turn from IL Route 31 to westbound Airport Road if vehicles are queued in the eastbound left turn lane.

Impacts on Operating Budgets

This project is not anticipated to significantly impact the annual operating budget.

Cost & Funding




Project Costs	2021-22	2022-23	2023-24	2024-25	2025-26	Future Years	Total
Engineering	65,000	80,000	80,000				225,000
Construction			270,000				270,000
Temporary Traffic Signal Install			65,000				65,000
Permanent Traffic Signal Install			315,000				315,000
Total	65,000	80,000	730,000	-	-	-	875,000

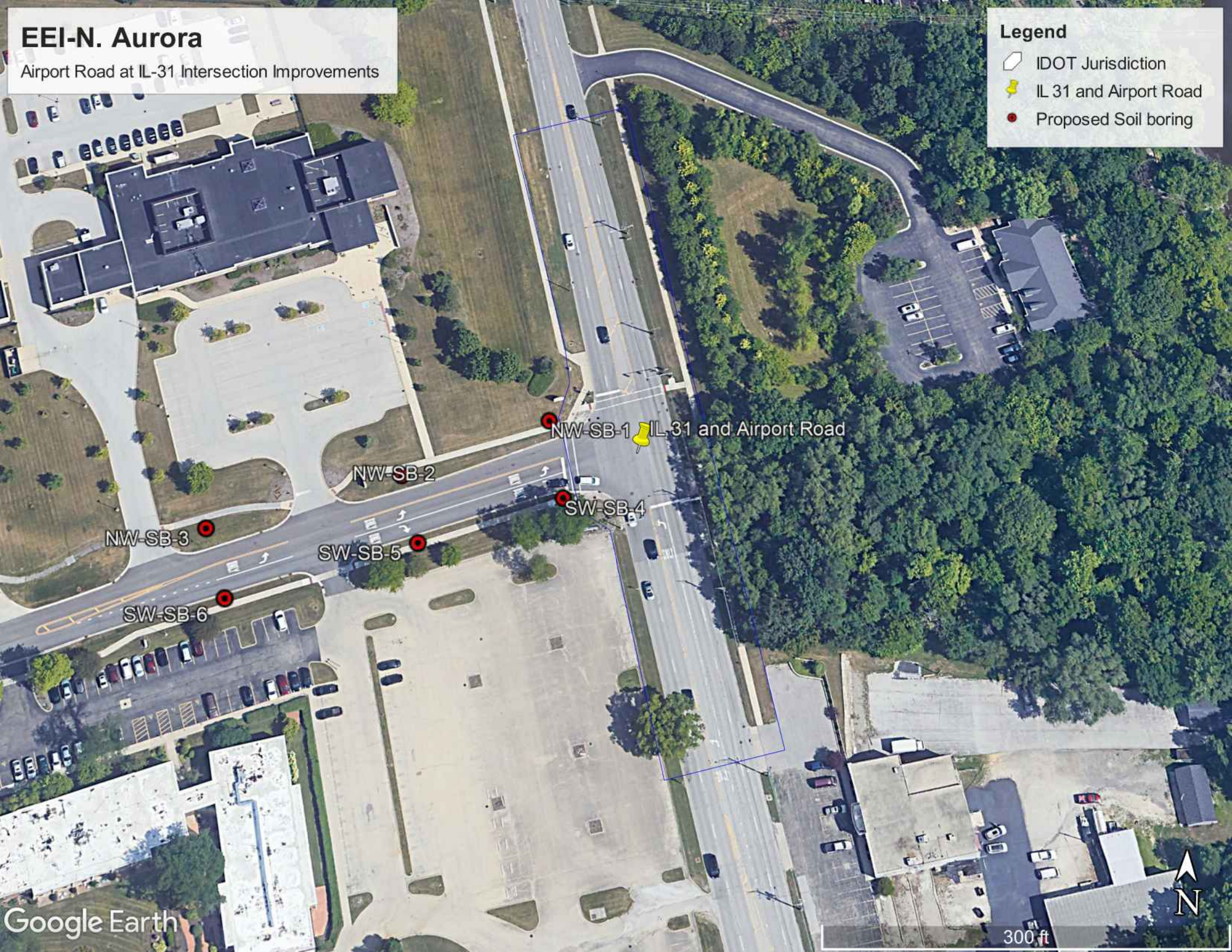
Funding Sources	2021-22	2022-23	2023-24	2024-25	2025-26	Future Years	Total
Capital Fund						-	-
Route 31 TIF	65,000	80,000	530,000			-	675,000
MFT Funds			200,000			-	200,000
Total	65,000	80,000	730,000	-	-	-	875,000

EEI-N. Aurora

Airport Road at IL-31 Intersection Improvements

Legend

-  IDOT Jurisdiction
-  IL 31 and Airport Road
-  Proposed Soil boring



October 20, 2021

To: Ryan M. Sikes, P.E.
Senior Project Engineer II
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
P: 630.466.6739

Re: Proposal - Geotechnical Exploration
Proposed Traffic Signal Mast Arms
Intersection of Illinois Route 31 and
Airport Road
Village of North Aurora, Illinois

Proposal No. Q21.526g

Via email: RSikes@eeiweb.com

Dear Mr. Sikes,

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 Ryan M. Sikes of Engineering Enterprises, Inc. via email on October 18, 2021.

PROJECT UNDERSTANDING

Rubino understands that the Village of North Aurora is planning to construct two traffic signal mast arms approximately 32-feet and 44-feet in length at the intersection of IL Rt 31 and Airport Road in North Aurora. Engineering Enterprises, Inc. has requested that Rubino provide two soil borings and two pavement cores at predetermined locations.

Information received:

- RFP Email from Ryan M. Sikes of Engineering Enterprises, Inc. via email on October 18, 2021.



Structural Loads received: none; Engineering Enterprises, Inc. should provide loads prior to issuing of the geotechnical report.

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. An attenuator truck is anticipated to be needed for the cores along Lincolnway Street and Airport Road.

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.



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 W/ PAVEMENT CORES	NUMBER OF PAVEMENT CORES W/ SUBBASE THICKNESS	DEPTH (FEET BEG*)	LOCATION
2	-	30 IDOT Sampling with Rimac	See Boring Location Plan
-	2	2	
		60	Total Linear Feet

*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 30 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. 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.

Geotechnical 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	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	1	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	18	Shelby Tube, Cohesive Samples
Organic Content	2	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*
 - *Shallow pier foundations, including suitable foundation type(s), average unconfined compressive strength 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:

Permit	IDOT Permit	\$ 500.00	Total
Subsurface Exploration	Boring Layout / Utility / PM	\$ 500.00	Total
	Drill Rig Mobilization	\$ 650.00	Lump sum
	Drilling 60 Linear Feet	\$ 1,800.00	Lump sum
	Pavement Cores (\$200 per core)	\$400.00	Total
Lab	Geotechnical Lab Tests as described above	\$ 240.00	Total
Traffic Control	Cones, Approach Signage, Attenuator Tuck	\$ 2,200.00	Lump sum
Reporting	Preparation of the Geotechnical Report	\$ 1,200.00	Total
		\$ 7,490.00	Grand Total

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. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. 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 _____	DAY OF _____	, 202 __.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

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: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2021 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	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#: 1171577

RUBINENG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/01/2021

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).

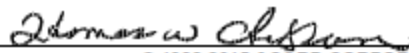
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger	
	PHONE (A/C, No, Ext): 630 625-5219	FAX (A/C, No): 610 537-4939
	E-MAIL ADDRESS: laurie.cloninger@usi.com	
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company	NAIC # 13056
	INSURER B: Berkley Insurance Company	32603
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	ADDL INSR	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:			PSB0003777	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			PSA0001881	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2021	09/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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	N/A	PSW0002789	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AEC904730502	09/01/2021	09/01/2022	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, 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.

Contractors Pollution Liability Coverage:
Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
(See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION 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 
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#S33180242/M33180212

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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 save 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.

October 21, 2021

To: Ryan M. Sikes, P.E., PTOE
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
P:630-466-6739

Re: **QA Construction Material Testing Services**
Airport Road and Illinois RT 31 Intersection
Elgin, IL

Proposal No. Q21.533

Via email: RSikes@eeiweb.com

Dear Mr. Sikes,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA and construction material testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on October 18, 2021 and the following outlines our understanding of the requested scope of services:

General Scope of Services

EARTHWORK TESTING

- Field testing of on-site and borrow soil material
 - Compaction by the nuclear method, footing inspections and proof-rolls

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on October 21, 2021 the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	2	Half (4 hours)
CONCRETE	3	Half (4 hours)
EARTHWORK	1	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description	Material Tester 1 (hr)	Material Tester 2 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (hour)	Cylinders (each)	Sample Pickup
	\$99.00	\$102.00	\$65.00	\$125.00	\$44.00	\$17.00	\$255.00
Airport Road/IL RT 31 Intersection							
Base Proof-roll		4	1	0.5			
PCC Testing (curbs, mast arm foundation, sidewalk, handholes)	12		3	1.5		15	2
HMA Surface and Binder	8		2	1	2		
	20	4	6	3	2	15	2
GRAND TOTAL = \$4,006.00	\$1,980.00	\$408.00	\$390.00	\$375.00	\$88.00	\$255.00	\$510.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

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

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

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

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. 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. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

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: _____
() Copies To: _____	() Copies To: _____
Attn: _____	Attn: _____
Email: _____	Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2021 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 95.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 99.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 148.50
Per Hour Overtime Sundays and Holidays	\$ 198.00

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 103.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 154.50
Per Hour Overtime Sundays and Holidays	\$ 206.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00
Floor Flatness Equipment	Per Day	\$ 95.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 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 4-hour charge.
- 10) For all Rubino Engineering, Inc. 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) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 ACORD	CERTIFICATE OF LIABILITY INSURANCE	RUBINENG DATE (MM/DD/YYYY) 9/01/2021														
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).																
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com															
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: 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(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Berkley Insurance Company	32603	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, 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.
Contractors Pollution Liability Coverage:
Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Rubino Engineering, Inc.	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

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, willful 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 save 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.