



May 27, 2016

Mr. Ken Schroth
Director of Public Works
City of Aurora Engineering Division
44 East Downer Place
Aurora, IL 60507

Re: Proposal for Professional Engineering and Surveying Services
Eola Road Realignment - Preliminary Engineering
Aurora, Illinois

Dear Mr. Schroth:

On behalf of V3 Companies (V3), we are pleased to submit this proposal for transportation engineering services for the above referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions which set forth the contractual elements of this agreement, will constitute an agreement between the City of Aurora (CLIENT) and V3 for services on this project.

I. Introduction

It is our understanding that the CLIENT wants to realign Eola Road as depicted in Exhibit 1 to the future WIKADUKE alignment west of US 30. Eola Road currently narrows from a three-lane rural cross section to a two-lane rural cross section south of Lundquist Drive and travels south where it intersects US 30 at an acute angle. The project limits are anticipated to be from the existing three-lane cross section to a new signalized intersection at US 30 approximately 2,050 feet north of the existing US 30 intersection, as illustrated in Exhibit 1.

This proposal includes preliminary engineering services for the Eola Road realignment to identify roadway alignment, intersection geometrics, right-of-way needs, drainage/detention, construction budget, Preparation of a Project Development report in accordance with IDOT requirements, and identification of any necessary permits. A detailed scope of work is provided in Attachment A. A separate proposal will be provided for Phase II final engineering and Phase III construction engineering services at a later date.

II. Scope of Services

V3 will provide preliminary engineering services for the Eola Road realignment from south of Lundquist Drive to the proposed intersection at US 30 north of the existing Eola Road intersection. A detailed scope of work is provided in Attachment A.

III. Extent of Agreement

This agreement is for preparation of a preliminary engineering study for Eola Road as described above and in Attachment A. If additional tasks are required, these services will be the subject to a modification in the fee, or the creation of a separate agreement. Furthermore, this agreement does not include services for:

- Hydro-excavation, vacuum excavation, potholing, etc. for locating utilities;

- Geotechnical or archaeological consulting services;
- Pump station design for water, stormwater, or wastewater;
- Gas, electric, telephone, etc. utility relocation design. V3 will coordinate with the owners of these facilities and include the location of these utilities on the plans for purposes of coordination only;
- Landscaping or irrigation consulting services;
- US Army Corps of Engineers/Will County/City of Aurora Permit Application Submittal and Coordination;
- Wetland mitigation or Best Management Practices design or coordination;
- Preparation of plats and legal descriptions and acquisition services for easements or right-of-way;
- Phase II and Phase III engineering services; and
- Permit fees, bonds, etc.

IV. Compensation

For the aforementioned scope of services, V3 shall be paid on a cost plus fixed fee basis, the following not to exceed fees:

Scope of Services Task	Fee
1. Topographic Survey	\$7,900
2. Data Collection and Early Coordination	\$3,200
3. Geotechnical Studies	\$6,700
4. Environmental Survey Request Preparation & Coordination	\$6,800
5. Geometric Design Studies	\$16,100
6. Preliminary Stormwater Analysis	\$4,800
7. Wetland Determination	\$5,100
8. Preliminary Environmental Review	\$2,200
9. Preliminary Engineer's Opinion of Probable Construction Costs	\$3,500
10. Preliminary Engineering Report	\$21,100
11. Intersection Design Study	\$10,600
12. Quality Assurance/Quality Control	\$2,300
13. Meetings and Agency Coordination	\$5,500
14. Plat of Dedication	\$2,600
15. Administration and Management	\$3,100
16. Reimbursable Expenses	\$1,600
Total Not to Exceed Fee \$103,100	

The above fees will be invoiced on a cost plus fixed fee basis using V3's IDOT approved overhead rate of 1.6512 plus a fixed fee based on the methodology in IDOT's CECS form (~14.5% of labor and overhead). In addition, CONSULTANT shall be reimbursed for the actual cost of reimbursable expenses such as printing, postage, messenger service, travel and other similar, project-related items (such expenses shall not to exceed \$1,600.00 and are included in the above amount). The Client will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the project.



V. Miscellaneous Contractual Items

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal. A proposed project schedule is provided in Attachment B.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation may be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

If CLIENT or other interested parties request a computer disk of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in disk form. V3 will provide design data files to the City in AutoCadd format.

VI. Summary

This agreement, together with the General Terms and Conditions (Attachment C) attached hereto, represents the entire understanding between the CLIENT and V3. If the terms of this agreement are found to be satisfactory, please sign this agreement in the space provided and return one signed copy to our office. Receipt of the signed authorization will serve as our Notice to Proceed for this work.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

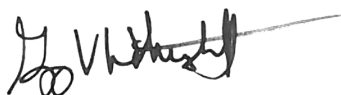
Sincerely,
V3 COMPANIES, LTD.

Accepted for:
City of Aurora



George J. Schober, P.E.
Senior Project Manager

BY: _____
Thomas J. Weisner, Mayor
City of Aurora



Greg V. Wolterstorff, P.E.
Vice President

ATTEST: _____
City Clerk

DATE: _____

Attachment A – Scope of Work
Attachment B – Project Schedule
Attachment C – General Terms and Conditions
Attachment D – Geotechnical Subconsultant Proposal – Rubino Engineering
Exhibit 1 – Project Corridor
Exhibit 2 – Description of Survey Area



ATTACHMENT A

SCOPE OF WORK

Attachment A Scope of Work Eola Road Realignment – Preliminary Engineering South of Lundquist Drive to US 30

Project Description

The proposed improvement consists of realigning Eola Road from south of Lundquist Drive to US 30 along the route of the future WIKADUKE Trail. The roadway improvements and realignment will begin south of Lundquist Drive where Eola Road narrows from a three-lane rural cross section to a two-lane rural cross section, shift to the southwest and intersect US 30 approximately 2,050 feet north of the existing Eola Road/US 30 intersection. The improvement will also consist of a new traffic signal at US 30. This scope of work includes only preliminary engineering services needed to determine right-of-way needs, roadway alignment, intersection geometrics, wetland requirements, and stormwater management requirements.

1. Topographic Survey

A full topographic survey will be conducted within the defined survey area as depicted in Exhibit

2. The topographic survey services will include the following:

- Record a minimum of two (2) permanent benchmarks at the site. Elevations shall be referenced to a datum commonly acceptable to the reviewing government agency. Description of the source benchmark to which the new benchmarks are tied shall be indicated on the survey.
- A contour survey with 1'-0" contour intervals shall be prepared from field spot elevations. Spot elevations obtained in the field shall be of sufficient quantity to generate a contour survey which properly represents the ground surface. Additional elevations shall be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections of walks, curbs, gutter, pavement edges, and centerlines.
- Finished floor or top of foundation elevation(s) of existing buildings within the Survey Area.
- Spot elevations shall be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Cross-sections along all roadways shall be taken on 100-foot intervals. Grid intervals of 100 feet shall be taken in all fields. Additional shots shall be taken at all sudden grade break lines.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. shall be indicated.
- Existing improvements, buildings, and surface features shall be located.
- A tree survey is not included in the scope of topographic surveying services presented herein. Only general outlines of tree and brush limits shall be shown.
- Mean elevations of water in retention ponds, lakes, or streams will be shown as depicted at the time the survey field work was conducted.
- Top of curb, flow line, and edge of pavement elevations of all roadways and streets within the survey area.
- Roadway striping of all roadways and streets within the survey area.

- Wetland flags, if present at the original time of survey, shall be located. CLIENT shall provide V3 a sketch showing the approximate shape, location and point range of each wetland before any field work is started. If V3 is delayed or if an additional trip is necessary to locate the wetland flags after the field survey work has been completed, it will be considered an Additional Service.
- Right-of-way and property lines shall be established from existing monumentation and record drawings.
- The topographic survey shall incorporate information on existing utility systems adjoining or contained within the survey area which are obtained from city departments or utility companies responding to written or verbal requests for utility records through the Joint Utility Locating Information for Excavators (J.U.L.I.E.) Design Stage/Planning Information process and available for the surveyors use at the time of the survey. Records or Atlas information that is provided to V3 after completion of the survey can be provided to the CLIENT or engineer.
- Utilities and improvements shall be shown based on visible field verified structures, in coordination with atlas information provided by utility companies through J.U.L.I.E.'s design stage process, if available. V3 shall only show underground utility lines between structures that are located in the field and appear to be connected. In areas where structures are not shown connected, V3 recommends that the CLIENT contract a specialist to perform a die test or other sub terrain exploratory test. A private locate is not included in the aforementioned scope of services.

Upon completion of survey, base sheets will be prepared in Microstation in accordance with IDOT's "CADD Standards" and "CADD Roadway Drafting Reference Guidelines".

2. Data Collection and Early Coordination

Pertinent information for the project will be obtained from the City. This information will include:

- any available aerial photography
- as-built plans
- right-of-way plats
- plans for new developments
- any available traffic counts
- accident records
- utility mapping
- contour mapping

In order to gain a thorough understanding of the project, the design team will conduct a site review and a photographic log of the existing conditions will be prepared.

3. Geotechnical Studies

V3's subconsultant Rubino Engineering will perform 11 soil borings and provide geotechnical studies to determine the suitability of the soils for the construction of a new roadway. Rubino Engineering will also collect 5 pavement cores from the existing pavement of Eola Road and US 30 to determine the existing pavement structure. The details of the boring, coring and testing to be performed are included in Attachment D.

4. Environmental Survey Request Preparation & Coordination

V3 will document existing and future land use, agriculture, and development and define and analyze social and economic factors.

Coordination:

- V3 will prepare and submit to IDOT, the Environmental Survey Request Forms (ESRF), completed per the ESR Guidelines provided by District 1 ESU including all necessary exhibits:
 - Location Map
 - Aerials exhibits or CADD drawings with anticipated proposed ROW
 - Photos of all buildings constructed prior to 1960
 - NWI Maps

V3 will follow up with IDOT staff and provide additional information as required. The IDOT Central Office will perform the necessary coordination with the required agencies and provide the appropriate results for inclusion in the Project Report.

Historic Structures Photo Documentation

V3 will photograph, research and document all structures that were constructed prior to 1960. Digital photographs will be taken in the field and included in the ESRF.

Ecological and Water Resources

Ecologists and botanists from our Natural Resources Division will conduct a field investigation to locate and quantify the presence of vegetative communities within the proposed improvement corridor. These will include, but are not limited to, upland forests, riparian forests, prairie remnants, areas of relatively high biological diversity, natural areas, nature preserves, wetland areas, and Forest Preserves.

Any wetland information provided by the IDOT will be reviewed and assessed. The location, quality, and jurisdiction of the wetland areas will be verified during our field investigation.

5. Geometric Design Studies

Comprehensive geometric studies will be performed to develop a conceptual roadway design. Roadway geometrics will be studied to minimize impacts to right-of-way, access patterns, utilities, side roads, and driveways while meeting City and IDOT design requirements and the proposed drainage requirements by the City of Aurora. Upon an evaluation of the existing conditions, the following roadway design elements will be studied:

- Typical Sections
- Horizontal Geometrics (including alignment studies)
- Vertical Geometrics

Detailed cross section studies will be performed in order to evaluate and develop the various roadway design elements. The anticipated typical section for Eola Road will consist of one 12

foot wide through lane in each direction separated by a 16 foot wide (BOC to BOC) raised median with provisions for auxiliary turn lanes at the intersection with US 30.

If available from IDOT, V3 will obtain and utilize existing and future peak hour traffic data at the existing intersection of Eola Road and US 30 from the IDOT Phase I project. If not readily available, V3 will conduct manual am (7:00 am – 9:00 am) and pm (4:00 pm – 6:00 pm) turning movement counts at the existing intersection of Eola Road and US 30. Traffic will be projected to the year 2030 to determine number and type of auxiliary lanes and storage lengths.

6. Preliminary Stormwater Analysis

Based on a preliminary review of the project area, it appears that no significant drainage way exists within the study area that would be crossed by the new alignment of Eola Road. No mapped floodplain is associated with this area and the tributary drainage area is less than one square mile.

- V3 will prepare hydrologic calculations, models and exhibits created for the Eola Road drainage as a base for determining the locations where stormwater runoff enters and exits the realignment right-of-way. V3 will determine tributary drainage areas, flow rates and hydraulic characteristics of the roadway crossings within the proposed improvement area.
- A critical duration analysis will be performed at the specific culvert location using Bulletin 70 rainfall data with Huff Quartile Distributions in accordance with the City of Aurora requirements. The resulting discharges will be used in the culvert hydraulic analyses.
- V3 will prepare preliminary culvert sizing for the minor drainage crossing of Eola Road.
- V3 will determine detention requirements for the proposed improvements based on the City of Aurora Standard Specifications for Improvements for Stormwater Management. Required detention volumes, release rates and outlet characteristics will be determined for each of the locations where stormwater runoff is leaving the project right-of-way.
- V3 will also perform preliminary storm sewer calculations for the proposed improvements to get an understanding of storm sewer sizes and any potential issues related to the design.
- Stormwater Permitting requirements will also be determined as a part of this phase.

7. Wetland Determination

V3 recommends that a desktop wetland determination and farmed wetland review be conducted for the project corridor. A wetland determination is a scaled back version of a full wetland delineation and report. V3 will review all of the available wetland data for the project corridor and will additionally conduct a farmed wetland determination.

Since portions of the project corridor are currently being farmed (or have been farmed within the last three years), the NRCS and the USACE require that a farmed wetland determination be conducted. V3 will prepare and review the historical slides for the portions of the site that are farmed to determine if farmed wetlands are present or not.

If wetlands or farmed wetlands are determined to be present within the project corridor based on

the desktop review, V3 will visit the project corridor during the 2016 Will County growing season (May to October). V3 will update the memorandum summary with the field work data. This is a requirement of the USACE and City of Aurora

V3's wetland specialist will prepare a memorandum report of the collected desktop wetland review data and results of the farmed wetland determination.

8. Preliminary Environmental Review

V3 will complete an initial project screening of environmental regulatory data and pertinent historical site information as follows:

- Review reasonably ascertainable regulatory information published by federal, state, local, tribal, health, and/or environmental agencies pertaining to the project corridor.
- Review historical data sources for the project corridor, including aerial photographs, topographic maps, fire insurance maps, city directories, and other readily available data.
- Obtain, by Freedom of Information Act (FOIA), reasonably ascertainable regulatory file records related to LUST, SRP, UST or similar regulatory sites that are deemed to have a strong potential for impacts within the existing or proposed Project area.
- Prepare a written summary letter report of the findings and conclusions.

9. Preliminary Engineer's Opinion of Probable Construction Costs

V3 will prepare a preliminary engineer's opinion of probable construction costs (EOPCC) based on the preliminary engineering plans utilizing IDOT pay items and City's standards and guidelines. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

10. Preliminary Engineering Report

A Preliminary Engineering Report (PER) will be prepared and will include a discussion of the information obtained and the various design studies completed.

The following exhibits will be prepared and incorporated into the project report:

- Location Map
- Existing and Proposed Typical Sections (11" x 17" exhibit size)
- Plan and Profile sheets (1"=50' scale, 11" x 17" exhibit size)
- Estimate of Construction Cost
- Right-of-way maps (for City's assistance in right-of-way acquisition process)

Two submittals of the PER will be required to the City of Aurora (preliminary and final). However, prior to the preliminary PER submittal, conceptual Typical Sections and Plan and Profile sheets will be submitted to the City for review and comment. After receiving comments from the City, the Final PER will be submitted to IDOT for review and comment.

11. Intersection Design Study

An Intersection Design Study (IDS) will be prepared for the proposed intersection at Eola Road and US 30. The IDS will contain a plan sheet, roadway profiles if necessary, and turning movement diagrams. All drawings for the IDS will be in accordance with IDOT District 1 formatting standards. Future traffic volumes will be projected and utilized for the capacity analysis and traffic signal timing and phasing information required for the IDS. Storage lengths will be calculated for each approach lane. The turning movement diagrams will utilize AutoTurn for all turning movement vehicles through the intersection.

The IDS and supporting analysis reports will be submitted to the City for review and revised one time based on comments. The final IDS will be submitted to IDOT. V3 will revise the IDS a maximum of two (2) times based on review comments received from IDOT. A disposition of comments will be provided with each submittal.

12. Quality Assurance/Quality Control

V3 will perform in-house quality control reviews to ensure that the preliminary plans, cost estimate, and report are correct and meet the standards and guidelines for the element or system. These quality control reviews will occur prior to submittal of any deliverable to the City and IDOT. The designated Project Manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents submitted for the project.

Prior to each submittal, V3's Project Manager will perform quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and review of the report.

The QA/QC process also involves the preparation and maintenance of project records. The process will assure that records are legible, identifiable and retrievable; protected from damage or loss; and are systematically filed in one location.

13. Meetings and Agency Coordination

V3 will attend a project kickoff meeting at the City, review and progress meetings at the City as requested, public information meetings as requested, and utility coordination meetings if needed. A maximum of six (6) meetings has been budgeted for this task.

Coordinate with the City and IDOT to obtain concurrence on the preliminary engineering plans. V3 will prepare a disposition of comments for each review submittal.

V3 will send each utility owner a set of preliminary plans to verify the locations of their utilities. The intent in the design of the project is to avoid any existing utility to the extent feasible.

V3 will advise the CLIENT regarding any required permitting that may be needed for the project.

14. Plat of Dedication

The Plat of Dedication will include all properties to be dedicated to the City of Aurora from the subject properties for the construction of the Eola Road realignments improvements and related stormwater improvements.

The property to be surveyed and platted is described as portions of Route 30 and Eola Road, located in Oswego/Aurora, Illinois. The legal description for the property to be surveyed and platted shall be based upon a Deed(s) and or a Title Commitment(s) to be provided by the CLIENT, unless directed otherwise by the CLIENT.

The Plat of Dedication will be based from a plan provided by the CLIENT and prepared by V3 for the submittal to the municipality. The Plat shall also conform to those requirements necessary for recording in Will County, Illinois and to Section 765 IL CS 205/9 of the Illinois Compiled Statutes. Iron pipes shall be set at new Right-of-way corners and at the intersection of any property lines and new right-of-way lines. Changes resulting from revisions to the original plan subsequent to preparation of the Plat of Dedication shall be considered additional services.

The following information, necessary to prepare the aforementioned Plat, shall be furnished by the CLIENT:

- The most recent deeds of record describing the subject property.
- Any and all written agreements between parties, and judgments attached to the land which encumbers subject property.
- Permission to enter and survey the land.
- Any recorded grants, easements, dedications, patents, Subdivision Plat, covenants, or other historical data that will reference or influence the position of the property lines and/or property restrictions.
- A current Title Commitment for the property, if available.

For Additional Services such as courthouse research as a result of the CLIENT being unable to provide the proper deed information to conduct the survey, or revisions due to additional requirements by lending institutions, the CLIENT or resulting from the receipt of a Title Commitment subsequent to the preparation of the Survey, V3 shall be paid a fee based on the actual hours expended by V3's employees engaged directly on the Project multiplied by V3's Billing Rates attached hereto.

The Plat of Dedication shall include:

- Geometric information used to delineate the new right-of-way lines.
- Certificates as required by the Municipality, County, appropriate Governmental Agencies and Owners.
- A legal description of the property to be subdivided.
- An area table.
- North arrow, scale (as required by the Municipality), vicinity map, and legend of symbols and abbreviations used.
- Reference to monuments found and their relation to the property surveyed.
- Information related to existing and proposed roadway dedications.

- “Record” and “measured” boundary information as referenced to deed information affecting the property surveyed.
- Reference to Government corners held for the location of the subdivision.
- Reference to adjoining property deed and recorded subdivision information.
- Certification that the Plat was prepared by a licensed land surveyor.
- Owners’ and notaries certificates based on information provided by the CLIENT.
- Right-of-way corners shall be monumented in conformance with State statutes.

No separate Plats of Subdivision are included within the scope of services outlined in this proposal. If such services are required, they shall be provided under a separate agreement.

15. Administration and Management

Project administration and management will be performed by senior and administrative staff.

- Prepare invoices and progress reports on a monthly basis and submit to the City for review and processing.
- Provide project and staff management. Coordinate project tasks between design team members.
- Conduct internal team meetings as necessary and provide procedures for documenting and filing of project information.

16. Provisions by the City

The City will provide the following information and data to V3:

- Any available as-built plans and survey of the project;
- Utility maps for water, sewer, street lighting, and traffic signals;
- Meeting rooms for meetings; and
- City design details, guidelines, and specifications.

ATTACHMENT B

PROJECT SCHEDULE



Attachment B **Project Schedule** **Eloa Road Realignment - Preliminary Engineering** **Aurora, IL**

17-May-2016

Task	Jul-16					Aug-16					Sep-16					Oct-16				Nov-16				Dec-16					Jan-17				Feb-17				Mar-17							
	7/1	7/8	7/15	7/22	7/29	8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23	9/30	10/7	10/14	10/21	10/28	11/4	11/11	11/18	11/25	12/2	12/9	12/16	12/23	12/30	1/6	1/13	1/20	1/27	2/3	2/10	2/17	2/24	3/2	3/9	3/16	3/23	3/30				
Agreement Approval																																												
Kick-off Meeting																																												
Topographic Survey																																												
Data Collection																																												
Geometric Design Studies																																												
Preliminary Stormwater Analysis																																												
Wetland Determination																																												
Preliminary Engineering Report (Draft) / IDS																																												
City Review																																												
Preliminary Engineering Report (Final) / IDS																																												
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Plat fo Dedication																																												
Preliminary Engineering Complete																																												

Note: V3 has no control over the weather and review times by the City and other agencies. Based on the review time of each task, the overall project schedule may increase or decrease depending on the response time.

ATTACHMENT C

GENERAL TERMS AND CONDITIONS



ATTACHMENT C

V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within forty-five (45) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.0% per month from said forty-fifth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any reasonable costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. In the event of termination by CLIENT, CLIENT shall only be liable for fees actually incurred by CONSULTANT up to the termination date.

6. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

7. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property

damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

8. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

9. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

10. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

11. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

12. CONTROLLING LAW / VENUE

This Agreement is to be governed by the law of the State of Illinois. Any actions related to this agreement shall be brought exclusively in the Kane County 16th Judicial Court or any federal court located in the State of Illinois.

13. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.
- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blue-line drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

ATTACHMENT D

GEOTECHNICAL SUBCONSULTANT PROPOSAL

Revised May 18th, 2016

To: George J. Schober, P.E.
V3 Companies of Illinois, Ltd.
7325 Janes Avenue
Woodridge, IL 60517
Office: 630.724.9200
Phone: 630.729.6172
Mobile: 630.291.0064
Fax: 630.724.9202

Re: Proposal – Cores + IBV Testing
US Route 30 & Eola Road
Intersection Improvement

US Route 30 & Eola Road
Aurora, Illinois

Proposal No. Q16.125g REV1

Via email: gschober@v3co.com

Dear Mr. Schober,

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 George J. Schober of V3 Companies of Illinois, Ltd. via email on March 18th, 2016.

PROJECT UNDERSTANDING

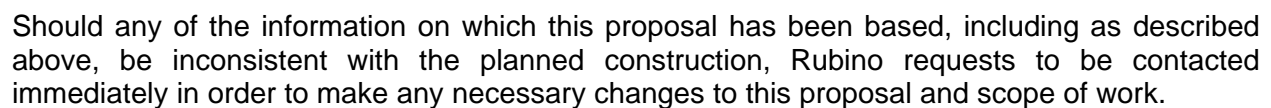
Rubino understands that the V3 Companies of Illinois, Ltd. is planning a reconstruction of US Route 30 (approximately 1,500 linear feet) and a realignment of Eola Road (approximately 1,800 linear feet) in Aurora, Illinois.

Pavement Design Criteria received: none; however this proposal is based on the following:

- Site grading including cuts and fills being less than 2 feet
- Light Duty Pavement 18-kip ESALS: 30,000
- Heavy Duty Pavement 18-kip ESALS: 60,000
- Pavement Life Expectancy: 20 years

Information received:

- RFP Email from George J. Schober of V3 Companies of Illinois, Ltd. on March 18th, 2016.
- “Exhibit 1 – Project Corridor” – prepared by V3 Companies of Illinois, Ltd. dated May 21st, 2014. (Shown below)



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.

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the proposed locations will be accessible by foot for hand auger sampling. **No vehicle access will be allowed in the sod farm.**

Rubino Engineering, Inc.

Hand Auger and Coring Locations

US Route 30:

- **5 Hand Auger and DCP to a depth of 5 feet with 3 pavement cores** to be determined by V3 Companies of Illinois, Ltd. prior to mobilization.

Realigned Eola Road:

- **6 Hand Auger and DCP to a depth of 5 feet with 2 pavement cores** to be determined by V3 Companies of Illinois, Ltd. prior to mobilization.

Hand Auger and Coring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to perform a dynamic cone penetrometer (DCP) testing and hand auger sampling in the hand auger locations locations. Grab samples will be taken from the hand augers.

NUMBER OF HAND AUGERS	IBV TESTING METHOD	MAX DEPTH (FEET BEG*)	LOCATION (SEE <u>HAND AUGER AND CORING LOCATIONS</u>)
5	DCP	5 feet	US Route 30 – T.B.D. by V3 Companies of Illinois, Ltd. prior to mobilization.
6	DCP	5 feet	Realigned Eola Road – T.B.D. by V3 Companies of Illinois, Ltd. prior to mobilization.

*BEG = below existing grade

AND

MAX DEPTH (FEET BEG*)	NUMBER OF CORES	LOCATION (SEE <u>HAND AUGER AND CORING LOCATIONS</u>)
2 feet below pavement surface	3	US Route 30 – T.B.D. by V3 Companies of Illinois, Ltd. prior to mobilization.
	2	Realigned Eola Road – T.B.D. by V3 Companies of Illinois, Ltd. prior to mobilization.

*BEG = below existing surface grade

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.

Sampling and Soil Classification

Soil classification will be performed by observing the soil on the auger flights. Soil sampling will include grab-sampling off the auger flights.

Completion of Hand Augers and Cores

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

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

Laboratory Testing

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

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

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	6	Split spoon, bulk, or Shelby Tube
Hydrometer	2	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	22	Shelby Tube, Cohesive Samples
Organic Content	11	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 stability recommendations*
- *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 V3 Companies of Illinois, Ltd.

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 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:

Geotechnical	Drilling and report preparation:	\$2,750.00	Lump Sum
Pavement	Pavement cores:	\$750.00	Lump Sum

Extras

Traffic Control	Flaggers and approach signage:	\$1,000.00	Per Day
Pavement	Additional pavement core:	\$150.00	Each

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.

Coring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on 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

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 _____	, 201_.
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.
2016 Schedule of Geotechnical Services & Fees

CORING SERVICES

Project Engineer/Manager	Per Hour	\$	100.00
Staff Engineer	Per Hour	\$	85.00
Material Tester 1 (Coring)	Per Hour	\$	85.00
Coring Equipment (vehicle, Milwaukee core rig, generator)	Per Day	\$	200.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	6.00
Atterberg Limits Determination (LL, PL)	Each	\$	85.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00

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.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" 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 work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work 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 work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work 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 work. 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 work 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 WORK: 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 work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work 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 work. 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 work 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 work 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 do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. 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.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s work 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 work 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 work performed during the preceding period. Client agrees to pay each invoice within ^{forty-five (45)} ~~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 ^{twelve (12)} ~~thirty (30)~~ day period at the rate of ^{forty-five (45)} ~~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 work 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. ~~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.~~ ML

9. WARRANTY: 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. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. 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 \$25,000.00 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: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. ~~In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.~~ ML

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.~~ ^{reasonable} ML

12. EMPLOYEES/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.~~ 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.~~ ML

13. 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 of 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 and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

14. 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.

15. 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.

16. Controlling law/venue: This agreement is to be governed by the law of the state of Illinois. Any Actions related to this agreement shall be brought exclusively in the Kane County 16th Judicial circuit or any federal court located in the State if Illinois ML

Exhibit 2

Description of Survey Area

1. The property to be surveyed is located in Oswego, Illinois, north of the intersection of Eola Road and Illinois Route 30 (Lincoln Highway).
2. The area/limits to be topographically surveyed (Survey Area) is a 1000' corridor (500'/500') of land centered over a future road as depicted below, containing approximately 25 acres.

