

**LISLE PARK DISTRICT
RESOLUTION NO. 032124-01**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A
STORMWATER EASEMENT AGREEMENT WITH THE VILLAGE OF LISLE**

WHEREAS, the Lisle Park District ("Park District") is the owner of certain real property located at 1825 Short Street, Lisle, Illinois, commonly referred to as Community Park ("Park Property"); and

WHEREAS, the Village of Lisle ("Village") owns, operates, and maintains a stormwater collection system, including certain ancillary facilities and improvements (collectively, the "Sewer System"), throughout its corporate boundaries, and desires to install a new storm sewer line and other related improvements across portions of the Park Property to improve system performance in the area ("Planned Improvements"); and

WHEREAS, in order to facilitate the installation of the Planned Improvements, the Village requires certain temporary and permanent easement rights in, over, across, along and upon certain portions of the Park Property; and

WHEREAS, the Village and Park District have negotiated for the grant of certain temporary and permanent easements in, over, across, along and upon certain portions of the Park Property to permit the installation and maintenance of the Planned Improvements, and to otherwise assist the Village with the overall operation and maintenance of the Sewer System in and around the Park Property ("Easement Agreement"); and

WHEREAS, the Park District has determined that it is in the public interest and in the interest of intergovernmental cooperation to grant such easements to the Village, subject to the terms and conditions of the Easement Agreement; and

WHEREAS, the Park District has the authority to grant such easements pursuant to Articles 8-1 and 8-11 of the Park District Code of the State of Illinois (70 ILCS 1205/8-1 and 8-11); and

WHEREAS, the Parties desire to formally establish their respective rights and obligations with respect to the ownership, installation, construction, use, maintenance, and repair of the Planned Improvements.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Lisle Park District, DuPage County, Illinois ("Park Board"), as follows:

Section 1. The Park Board hereby finds that the foregoing preambles to this Resolution are true and correct and incorporates them and the definitions set forth and exhibits referred to therein, in this Resolution in their entirety.

Section 2. The Park Board hereby determines that it is in the public interest and in the interest of intergovernmental cooperation to grant temporary and permanent easements to the Village of Lisle, subject to the terms and conditions of the Easement Agreement as herein approved.

Section 3. The Park Board hereby approves the form, terms, and provisions of the proposed Easement Agreement by and between the Park District and Village of Lisle, substantially as presented to the Park Board at this meeting, with such non-material modifications thereto as the President of the Park Board, in consultation with legal counsel, shall approve, which approval shall be conclusively evidenced by the President's execution thereof.

Section 4. The Park Board hereby authorizes, empowers and directs the President and Secretary of the Park Board to execute, attest and deliver or file, or cause to be delivered and filed, as applicable, for and on behalf of the Park District, the Easement Agreement and to execute, attest, deliver or file, or cause to be delivered or filed, as applicable, such other instruments, and to take such other actions, as are reasonably necessary or desirable to carry out the provisions of and effect the intent and purposes of this Resolution and of the Easement Agreement, all without further necessity of action by the Park Board.

Approved this 21st day of March, 2024 by roll call vote as follows:

Ayes: HUMMER, WELSER, TAPCIA, DOMBROSKI, AUSTGIER

Nays: —

Absent: —

Abstain: —


President, Board of Park Commissioners

ATTEST:


Secretary, Board of Park Commissioners

SECRETARY'S CERTIFICATE

I, the undersigned, do hereby certify that I am Secretary of the Board of Park Commissioners of the Lisle Park District, DuPage County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Park District; and,

I hereby certify that the foregoing instrument is a true and correct copy of the

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adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Lisle Park District, held in Lisle, Illinois, in said District at 7:00 p.m. on the 21st day of March, 2024.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Lisle Park District in Lisle, Illinois this 21st day of March, 2024.



Secretary
Board of Park Commissioners
Lisle Park District

**Recording Requested by and When
Recorded Return to:**

M. Neal Smith
550 Warrenville Road, Suite 460
Lisle, Illinois 60532

PINs: 08-10-401-002
08-10-401-028

STORMWATER EASEMENT AGREEMENT

THIS STORMWATER EASEMENT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2024 ("**Effective Date**"), by and between Lisle Park District, an Illinois park district and unit of local government ("**Park District**"), and Village of Lisle, an Illinois municipal corporation ("**Village**"). Park District and Village are hereinafter sometimes individually referred to as a "**Party**" or collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Park District is the fee simple owner of certain real property depicted in the Plat of Easement attached hereto as Exhibit A and legally described under the "Property Description" heading in Exhibit A (hereinafter "**Park Property**"); and

WHEREAS, the Village owns, operates, and maintains a stormwater collection system, including certain ancillary facilities and improvements, throughout its corporate boundaries, and desires to construct and rehabilitate certain stormwater drainage improvements, including installation of a large drainage box culvert and other related improvements, across portions of the Park Property to improve system performance in the area ("**Planned Improvements**"); and

WHEREAS, in order to facilitate the Planned Improvements, the Village requires certain temporary and permanent easement rights in, over, across, along and upon certain portions of the Park Property; and

WHEREAS, the Park District has determined that it is in the public interest and in the interest of intergovernmental cooperation to grant such easements to the Village, subject to the terms and conditions of this Agreement; and

WHEREAS, the Park District has the authority to grant such easements pursuant to Articles 8-1 and 8-11 of the Park District Code of the State of Illinois (70 ILCS 1205/8-1 and 8-11); and

WHEREAS, the Parties desire to formally establish their respective rights and obligations with respect to the ownership, installation, construction, use, maintenance, and repair of the Planned Improvements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated in and made a part of this Agreement as though fully set forth herein.

2. Grant of Temporary Construction Easement. Subject to the terms and conditions of this Agreement, Park District hereby grants to Village, and any of Village's agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a temporary construction easement under, over, on and across those portions of the Park Property legally described and depicted as "Temporary Construction Easement" on Exhibit A for the purpose of constructing the Planned Improvements (hereinafter "**Temporary Construction Easement**").

3. Term of Temporary Construction Easement. The Temporary Construction Easement granted pursuant to paragraph 2 of this Agreement shall begin on the Effective Date of this Agreement and shall expire thirty (30) days after final completion of the Planned Improvements, unless extended in writing by Park District in Park District's sole discretion.

4. Grant of Non-exclusive Permanent Stormwater Easement. Subject to the terms and conditions of this Agreement, Park District hereby grants to Village (including the Village's agents, representatives, employees, contractors, subcontractors, and material suppliers) a non-exclusive permanent easement to construct, reconstruct, repair, inspect, maintain and operate the Planned Improvements, and any other structures and appurtenances as may be deemed necessary by the Village, over, upon, along, under and through those portions of the Park Property legally described and depicted as "Stormwater Easement" on Exhibit A (hereinafter "**Stormwater Easement**"). The Village shall provide at least 7 days advance notice of any major maintenance, including any construction or reconstruction.

5. Term of the Stormwater Easement. The Stormwater Easement granted pursuant to paragraph 4 of this Agreement shall begin following final completion of the Planned Improvements and shall be perpetual in nature. Notwithstanding the above, the Parties hereto, or their successors or assigns, may mutually agree in writing to terminate the Stormwater Easement at any time.

6. Scope of Work. The construction of the Planned Improvements shall be performed substantially in accordance with the plans, specifications, drawings, and other related documents prepared by Engineering Resource Associates, Inc. and attached hereto as Exhibit B and incorporated herein by reference. (hereinafter "**Final Plans**"). At the completion of the Planned Improvements, the Village will provide the Park District with a copy of the final as-built plans.

7. Additional Easement Conditions. In addition to the other terms and conditions set forth in this Agreement, the Temporary Construction Easement and the Stormwater Easement, together with any ancillary rights given to Village under this Agreement, shall be subject to the following conditions:

(a) Park District reserves the right of access to and use of the Park Property in any manner not inconsistent with the rights granted to Village under this Agreement, including but not limited to the right to install landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Stormwater Easement that do not then or later conflict with the Planned Improvements or the easement rights granted hereunder.

(b) Village shall notify Park District at least seven (7) days prior to commencement of any excavation, construction, repair, maintenance, staging, site preparation, or other work or activity on the Stormwater Easement. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to protect the public at large and to avoid any interference with Park District's use of the Park Property or the Stormwater Easement. Village shall also provide Park District with a copy of the construction schedule for the Planned Improvements as the same may be revised from time to time and otherwise give Park District reasonable advance notice of any planned activities on the Stormwater Easement that may affect Park District's conduct of its normal activities and use of the Park Property.

(c) All construction or other work or activity performed by any entity within the Temporary Construction Easement and/or Stormwater Easement shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Lisle and Lisle Park District and conducted in a manner so as to avoid damage to the Park Property.

(d) The Temporary Construction Easement and the Stormwater Easement shall be used and enjoyed solely by Village and its duly authorized agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, and Village shall not assign its easement rights in whole or in part to any other person or entity without the prior written consent of the Park District.

(e) The Park Property, including the Temporary Construction Easement and the Stormwater Easement, shall at all times be kept free of accumulations of debris, waste and garbage resulting from the Planned Improvements.

(f) No equipment, machinery or materials shall be brought or permitted to come onto or remain on any portion of the Park Property other than the Stormwater Easement and Temporary Construction Easement, subject to such reasonable restrictions, if any, as shall be specified by Park District.

(g) Park District shall have the right at any time to:

(i) impose reasonable weight and load restrictions on the Stormwater Easement which Park District reasonably determines are necessary or advisable under the circumstances; and

(ii) seek an emergency court order to suspend the Temporary Construction Easement or the Stormwater Easement for safety or health reasons.

(h) Park District shall have the right to enter upon the Park Property at any time(s) to inspect, maintain or repair the Park Property, to determine Village's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s). Park District's reservation of such rights or its failure to exercise the same shall not impose or create any responsibility or liability on Park District or affect, reduce or nullify in any way Village's obligations under this Agreement. Village shall cooperate with Park District's reasonable requests to inspect the Temporary Construction Easement and/or Stormwater Easement. Notwithstanding anything to the contrary herein, both Parties understand and acknowledge that the Village shall be solely responsible for the maintenance and repair of the Planned Improvements.

8. Hazardous Materials. No explosive, flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Park Property (except as needed for vehicles or equipment for the Planned Improvements provided that Village and its contractors shall be liable for any damage to or contamination of Park Property resulting from such activity or use). As used in this Agreement, "**Hazardous Materials**" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

9. Restoration Obligations. Upon termination of the Temporary Construction Easement by expiration or otherwise, or upon completion of any work contemplated by this Agreement and performed pursuant to the Stormwater Easement granted pursuant to paragraph 4, Village at its sole cost and expense shall restore the Temporary Construction Easement and any other affected portion(s) of Park Property (other than the improvements constructed in the Stormwater Easement pursuant to paragraph 4), to the same or better condition as existed immediately prior to the commencement of any activity thereon by Village and replace all lost or destroyed items. All restoration, repair and replacement shall be completed to the reasonable satisfaction of Park District within thirty (30) days after the termination of the Temporary Construction Easement or upon completion of any work contemplated by this Agreement and performed pursuant to the Stormwater Easement granted pursuant to paragraph 4, or if due to weather conditions or other circumstances which in the Village's or Park District's opinion would make any such restoration, repair and replacement inadvisable, then within such later time period as Park District reasonably shall request.

10. Assumption of Risk. Village shall conduct its operations on the Park Property entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, Village hereby forever waives, relinquishes and discharges and holds harmless Park District, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims of every nature whatsoever, which

Village may have at any time against Park District, its elected and appointed officials, officers, employees, agents, and/or volunteers, including without limitation claims for personal injury or property damage sustained or incurred by Village or any person claiming by, through or under Village, relating directly or indirectly to the Planned Improvements, the construction of the Planned Improvements or the exercise of the rights and privileges granted hereunder.

11. Indemnification. Village shall defend, indemnify and hold harmless Park District, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such indemnified persons, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by Village, its employees, agents, or contractors, or any other person acting on its or their behalf, or with its or their authority or permission, of the rights and privileges granted to Village under this Agreement. Village shall defend, indemnify and hold harmless Park District against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by Park District as a result of Village's breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

12. Insurance.

(a) Village shall keep in full force and effect at all times during this Agreement commercial general liability insurance, including contractual liability coverage, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to Park District, but, in any event, not less than the coverages and amounts set forth in Exhibit C. The minimum insurance coverage specified in this Paragraph 12 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Village shall name the Park District, its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on any such insurance, and shall provide Park District with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Park Property, and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to the Park District.

(b) In addition to, and in furtherance and not in limitation of, Village's insurance obligations set forth above, and at no cost to Park District, Village shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to obtain and keep in full force and effect for so long as any claim relating to the Planned Improvements legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided in Exhibit C attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. Village shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to defend, indemnify and hold harmless Park District in accordance with and as more fully set forth in Subsection D of Exhibit C attached hereto.

13. No Liens. Village shall not cause or suffer or permit to be created any mechanic's or materialmen's liens or claims against the Park Property. Village shall defend, indemnify and hold harmless Park District from and against any such claims or liens.

14. Termination. The Temporary Construction Easement and the Stormwater Easement granted to Village hereunder may be suspended or terminated as follows:

(a) When work is taking place in the Temporary Construction Easement, the Park District may suspend the Temporary Construction Easement or the Stormwater Easement immediately upon written notice to Village in the event Village or its contractor(s) shall fail to procure or maintain the insurance required or shall fail to provide evidence of such insurance coverage as required under paragraph 12 above. Any suspension of the Temporary Construction Easement or the Stormwater Easement shall be lifted, and the Easements will be back in full force and effect upon compliance with insurance requirements.

(b) Park District may terminate the Temporary Construction Easement or the Stormwater Easement upon Village's failure to remedy, or obtain remedy by its contractor(s), of any breach of any term or condition of this Agreement (other than paragraph 12 regarding insurance) no sooner than thirty (30) days after written notice of such breach is delivered to Village; or

(c) Park District may terminate the Temporary Construction Easement or the Stormwater Easement immediately upon abandonment of the Planned Improvements by Village or its contractor(s), upon written notice to Village. For the purposes of this subparagraph, abandonment shall be deemed to have occurred in the event no activity is conducted on the Planned Improvements for a period of sixty (60) consecutive days once the work has commenced, save for force majeure or casualty; provided, however, that the Village will not be deemed to have abandoned the Planned Improvements after they are complete; provided further that the Village will not be deemed to have abandoned the Planned Improvements upon submittal of a written statement that they are not abandoned and maintenance of the insurance required in this Agreement.

15. No Waiver. No waiver of any rights which Park District has in the event of any default or breach by Village under this Agreement shall be implied from failure by Park District to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

16. Tort Immunity. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment of the rights, privileges, defenses and immunities available or afforded to either Party under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) or under other State statutes affording similar protections.

17. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, intended or otherwise, and no claim as a third-party beneficiary under this Agreement may or shall be made, or be valid against, either Party.

18. Notice. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:

Director of Parks and Recreation
Lisle Park District
1925 Ohio Street
Lisle, IL 60532

Notice to Village:

Village Manager
Village of Lisle
925 Burlington Ave
Lisle, IL 60532

Notices shall be deemed given when received by the Party to whom it was sent.

19. Integration. This Agreement contains the entire agreement between the Parties with respect to the use of the Park Property by Village in connection with the Planned Improvements and cannot be modified except in a writing, dated subsequent to the date hereof and signed by both Parties.

20. Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. In the event any signature is delivered by facsimile or by email delivery of a scanned PDF file, such signature shall create a valid and binding obligation of the Party with the same force and effect as if the facsimile or scanned PDF page were an original thereof.

21. No Joint Venture. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor Village shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

22. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof, as of the year and date first above written.

LISLE PARK DISTRICT


President, Board of Park Commissioners

ATTEST:


Secretary, Board of Park Commissioners

VILLAGE OF LISLE

President

ATTEST:

Village Clerk

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that KARI ALTPETER, personally known to me to be the President of the Lisle Park District, an Illinois park district and unit of local government, and DAN GARVY, personally known to me to be the Secretary of said Lisle Park District, and 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 severally acknowledged that, as President and Secretary of said Lisle Park District, they signed, sealed and delivered the said instrument in their respective official capacities, pursuant to authority given by the Board of Park Commissioners of said park district as the free and voluntary act and deed of said park district, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 21 day of March, 2024.

[Signature]
Notary Public



STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ and _____ of Village of Lisle, 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this _____ day of _____, 2024.

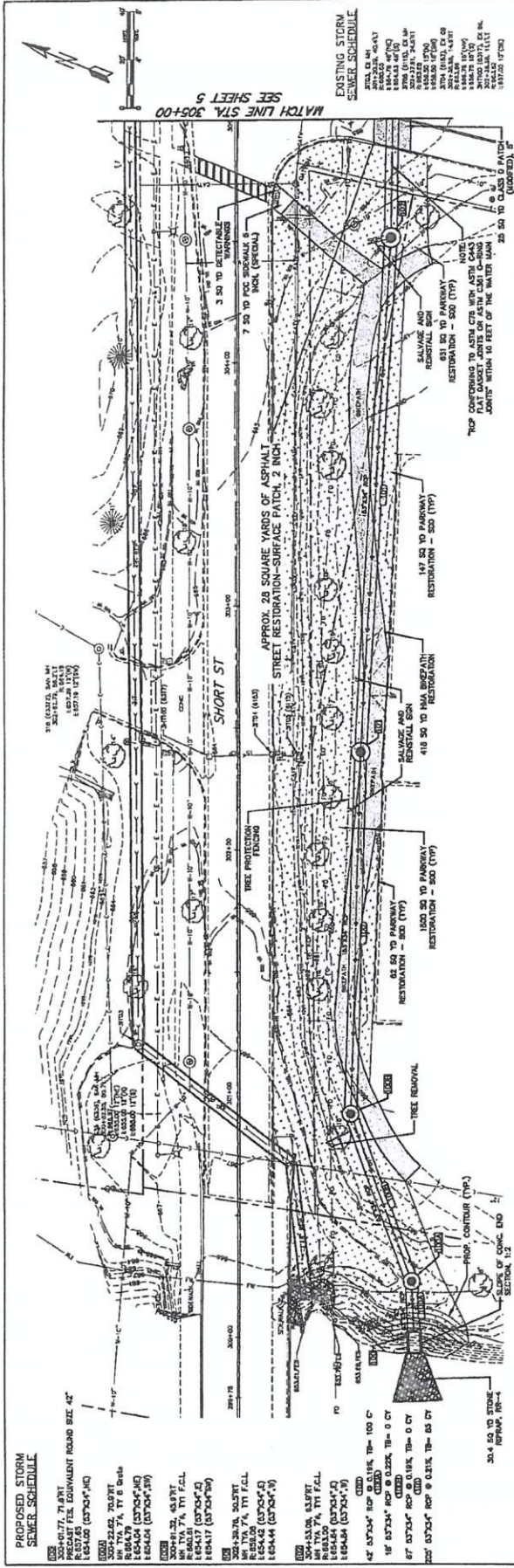
Notary Public

EXHIBIT A

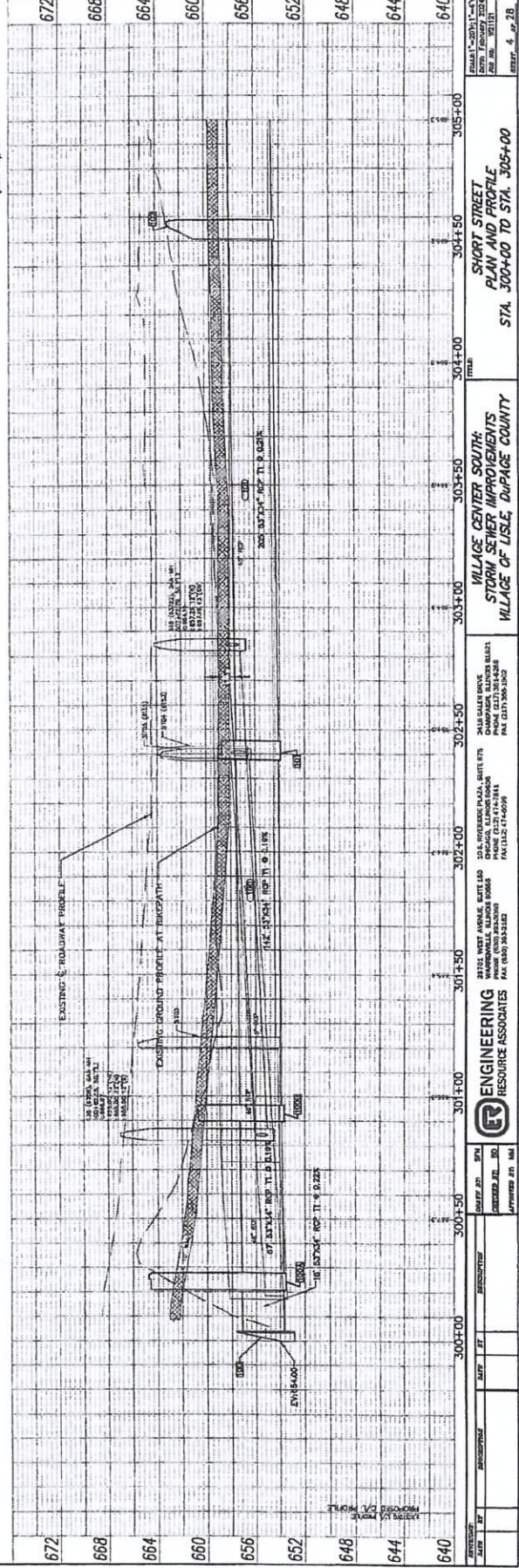
Plat of Easement

EXHIBIT B

Final Plans



- PROPOSED STORM SEWER SCHEDULE**
- 300-0177, 71.8 FT
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STATION	DATE	BY	CHECKED	APPROVED
300+00				
301+00				
302+00				
303+00				
304+00				
305+00				

ENGINEERING RESOURCE ASSOCIATES
 2878 WEST AVENUE, SUITE 150
 DENVER, CO 80202
 PHONE (303) 733-8888
 FAX (303) 733-8888

ENGINEERING RESOURCE ASSOCIATES
 2878 WEST AVENUE, SUITE 150
 DENVER, CO 80202
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 FAX (303) 733-8888

SHORT STREET SOUTH STORM SEWER IMPROVEMENTS
 VILLAGE CENTER SOUTH STORM SEWER IMPROVEMENTS
 VILLAGE OF USLE, DUPAGE COUNTY
 STA. 300+00 TO STA. 305+00

EXHIBIT C

Insurance

2. INSURANCE GUIDELINES

The Contractor shall maintain for the duration of the Contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

2.1 and
2.2 not
required
for sole
proprietors

- 2.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- 2.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.
- 2.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track.

General Aggregate Limit \$ 2,000,000

Bodily Injury and property damage, combined single limit each occurrence \$ 1,000,000

- 2.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of Contractor's, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit \$ 1,000,000

- 2.5 **Umbrella Coverage** in the sum of \$2,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability.
- 2.6 Contractor agrees that with respect to the above required insurance:

2.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;